Official Rules: 2020 Summer Just Got Sweeter Sweepstakes by Pure Flavor

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

- 1. **Promotion Period**: 2020 Summer Just Got Sweeter Sweepstakes Promotion (collectively, the "**Promotion**") commences at 10:00:01 AM Eastern Time ("**ET**") on June 18, 2020 and ends at 5:59:59 PM ET on June 23, 2020 (the "**Promotion Period**"). All entries must be received by 5:59:59 PM ET on June 23, 2020. Entries submitted past the expiration of the Promotion Period will not be accepted and will be destroyed.
- 2. **Administrator**: The Promotion shall be administered by Pure Flavor ("**Pure Flavor**").
- 3. **Eligibility**: The Promotion is open only to legal residents of the fifty (50) United States, Canada and the District of Columbia (excluding Puerto Rico, all other US territories and Quebec) who are eighteen (18) years of age or older at the time of entry. Employees (and their immediate families (i.e., parents, spouse, children, siblings, grandparents, step parents, step children and step siblings and their respective spouses, regardless of where they reside) and members of the same household, whether or not related) of Pure Flavor and each of their respective parents, affiliated companies, subsidiaries, advertising and promotion agencies and third party fulfillment or judging agencies (collectively, the "**Promotion Entities**") are not eligible to enter or win the Promotion.
- 4. **How to Enter**: To enter the Promotion, an entrant ("**Entrant**") must, via a standard web browser, visit the following websites:

www.pure-flavor.com/2020-summer-sweepstakes

(the "Website") at any time during the Promotion Period and: (a) follow the on-screen instructions to register with Pure Flavor by completing all required fields on the Website and electronically agreeing to the Official Rules. All entries must be received by 5:59:59 PM ET on June 23, 2020. Limit one (1) entry per person. If more than one (1) entry per person or email address is received only the first entry received will be eligible for, and entered in, the Promotion. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents will void all entries made by, or associated with, the applicable Entrant. In the event of a dispute over who submitted an entry, the authorized subscriber of the e-mail account provided in connection with the entry, as of the actual time of entry, will be deemed to be the Entrant. The "authorized account subscriber" is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization (e.g. business, education, institution, etc.) that is responsible for assigning e-mail addresses for the domain

associated with the submitted e-mail address. All entries become the property of Pure Flavor.

Each Entrant, by entering the Promotion, agrees to abide by the terms of the Official Rules and the decisions of Pure Flavor or its designated agent, which are final and legally binding in all respects. Should Pure Flavor, determine, in its sole discretion, that any Entrant has violated any of the provisions in the Official Rules, Pure Flavor shall have no obligation to award a Prize to such Entrant. Pure Flavor reserve the right, in its sole discretion, to disqualify any Entrant it finds to be acting in violation of these Official Rules or any federal or state, law, rule or regulation. Pure Flavor reserves the right, in addition to the right to disqualify such Entrant, to seek damages and other remedies from any such Entrant to the fullest extent permitted by law.

5. **Prize**: There is a total of one (1) prize available to be won in the promotion which includes the following:

- One \$100 VISA Gift Card

The approximate retail value ("ARV") of ALL Prizes available to be won in this Promotion is \$100 USD for residents of the United-States and \$100 CAD for residents of Canada.

Winners may not substitute, assign or transfer Prize or redeem Prize for cash, but Pure Flavor reserve the right, at its sole discretion, to substitute a Prize (or any portion thereof) with one of comparable or greater value. Further, Pure Flavor reserves the right to forfeit or award any unclaimed or leftover Prizes at its sole discretion. Additional restrictions may apply.

Prize Drawing: The potential prize winner will be selected in a random drawing to be held on June 25, 2020, at the offices of Pure Flavor from among all valid entries received during the Promotion Period. The potential Winner will be notified *on or before June 25*, 2020 via email. Each potential winner will be notified within approximately 48 hours via the email submitted by the potential winner with their entry.

If a potential winner of a Prize either declines a Prize, or does not respond to the potential prize notification within two (2) calendar days of such notice, or is deemed ineligible to accept the Prize, an alternate potential winner(s) will be chosen in a subsequent random drawing to be held after the disqualification of the previous potential winner. All Prize awards are subject to verification eligibility as determined by Pure Flavor in its sole discretion and strict compliance with these Official Rules.

The number of eligible entries received will determine the odds of winning a Prize. For example, if there are 5,000 eligible entries during the Promotion Period, the odds of winning will be 1:5,000; if there are 10,000 eligible entries during the Promotion Period, the odds of winning will be 1:10,000, and so on.

6. **Limitation on Liability**: Entrants assume all risk of loss, damage, destruction, delay or misdirection of materials/mail/e-mail submitted to Pure Flavor. By entering, each Entrant agrees to abide by the Official Rules and the decisions of Pure Flavor, or its designated agent, which are final and legally binding in all respects. Each Entrant further agrees that Prize is awarded upon the condition that the Entrants hold the Promotion Entities harmless from any and all injuries, losses, or damages of any kind to persons or property, including death, sustained, in whole or in part, directly or indirectly, in connection with or resulting from acceptance, possession or use/misuse of the Prize, or participation in this Promotion or participation in or travel to any Promotion or Prize related activities. Entrants further acknowledge that the Promotion Entities have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to any Prize. The Promotion Entities are not responsible for technical, hardware, software, or telephone failures of any kind, lost or unavailable network connections, fraud, incomplete, garbled, or delayed computer transmissions, lost or unreceived entries, whether caused by Promotion Entities, users, entrants or by any of the equipment or programming associated with or utilized in the Promotion or on the Website or by technical or human error which may occur and/or which may damage a user's system or limit an Entrant's ability to participate in the Promotion. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF LAW. SHOULD AN ATTEMPT BE MADE, PURE FLAVOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. If for any reason this Promotion is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Pure Flavor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion. Pure Flavor reserve the right at its sole discretion, to disqualify any individual who tampers with the entry process, and/or to cancel, terminate, modify or suspend the Promotion or any element thereof and Pure Flavor may conduct a random drawing to award the Prize using all eligible, non-suspect entries received as of the date of action requiring such termination.

- 7. **Taxes**: All income, sales, use and other taxes (and the reporting thereof) imposed as a result of the award of the Prize and any other fees or costs associated with the Prize are solely the Prize Winner's responsibility. It is the Prize Winner's responsibility to understand and abide by any federal, state, province local or foreign tax laws that may apply to receipt of a Prize. The Prize Winner may be required to complete certain tax information reporting forms before or upon receipt of a Prize.
- 8. **Governing Law**: By completing the act of entering the Promotion, each Entrant agrees that the Promotion shall be governed by the laws of Ontario, CANADA. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed and constructed in accordance with the laws of Ontario, CANADA.
- 9. **Severability**: If any provision of these Official Rules is determined to be invalid or unenforceable, the remaining provisions of these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.
- 10. **Amendment**: Pure Flavor reserves the right to modify the Official Rules for clarification purposes without materially affecting the terms and conditions of the Promotion.
- 11. **Copy of Official Rules**: For a copy of the Official Rules, please send a stamped, self-addressed envelope to:
 2020 Summer Just Got Sweeter Sweepstakes Promotion "Official Rules"
 Pure Flavor
 P.O. Box 607
 Leamington, ON, N8H 3X4
- 12. **Winner's List**: For a copy of the Winner's List, send a stamped, self-addressed envelope to:

2020 Summer Just Got Sweeter Sweepstakes Promotion – "Winner's List"

Pure Flavor

P.O. Box 607

Leamington, ON, N8H 3X4

Winner's List will be available after June 25, 2020.

Pure Flavor: Pure Flavor, P.O. Box 607, Leamington, ON, N8H 3X4