

**The First Drink Sweepstakes**  
**Brought to you by Twelve5's**  
**Rebel Hard Coffee™**

**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. SWEEPSTAKES ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED IN THE RELEVANT DRAWING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. BY ENTERING THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING.**

1. SWEEPSTAKES TIMING:

The First Drink Sweepstakes (the “**Sweepstakes**”) entry period begins Tuesday, February 1, 2022 at 12:00:01 a.m. Eastern Time (“**ET**”) and ends (last chance to enter) Saturday, April 30, 2022 at 11:59:59 pm ET (the “**Entry Period**”).

The Sweepstakes will consist of three (3) unique Entry and Drawing Periods to award one (1) Prize in each drawing (“**Drawing**”).

Drawing Number	Entry begins at 12:00:01 a.m. ET	Entry ends at 11:59:59 p.m. ET	Drawing to be conducted on or about:	Prize:
Drawing #1	2/1/22	2/28/22	3/1/22	\$1,000 pre-paid Gift Card
Drawing #2	3/1/22	3/31/22	4/1/22	\$1,000 pre-paid Gift Card
Drawing #3	4/1/22	4/30/22	5/2/22	\$1,000 pre-paid Gift Card

ONCE AN ENTRY IS MADE IT **WILL NOT** BE CARRIED FORWARD TO ANY REMAINING DRAWINGS (if any remain). To enter all three (3) drawings you must enter one (1) time during each Drawing Period.

**LIMIT:** One (1) entry per person per day not including Bonus Entries during the relevant Entry Period and **LIMIT** of one (1) prize per person or household during the Entry Period.

The Administrator’s database clock will be the timekeeper for the Sweepstakes. Entry in the Sweepstakes does not constitute entry into any other contest or sweepstakes. By participating in the Sweepstakes, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the

decisions of Twelve5 Beverage Company, LLC 590 Enterprise Drive, Neenah, WI 54956 (the “**Sponsor**”), and/or WYNG, 360 Park Avenue S., 20<sup>th</sup> Floor, NY, NY 10010 (the “**Administrator**”) whose decisions shall be final and legally binding in all respects and not subject to further review in any forum.

**2. ELIGIBILITY:** Sweepstakes is open only to legal residents who are physically located in one (1) of the (48) Continental United States or the District of Columbia (NOT including residents of AK, HI and all U.S. Territories and Possessions and overseas Military Installations), age twenty-one (**21**) or older at the time of entry (“**Entrant**”). Employees of Sponsor, Administrator and each of its companies, affiliates, subsidiaries, advertising and Sweepstakes agencies, distributors, and any other companies associated with the Sweepstakes (collectively, the “**Sweepstakes Entities**”), and each of their immediate family members and/or people living in the same household are not eligible to participate. All eligibility is subject to all federal, state and local laws and regulations. All entries submitted are the property of the Sponsor. **The Sweepstakes shall be void where prohibited or restricted by law.**

**3. HOW TO ENTER:**

1. During the Entry Period Visit [www.rebelhardcoffee.com/1stdrink](http://www.rebelhardcoffee.com/1stdrink) and complete the online registration with all required information including a valid email address.
2. Complete the registration by agreeing with the Official Rules and submit.
3. A random drawing will take place based on the schedule listed in Rules #1 above from all eligible entries received in the relevant Drawing.

**REFER-A-FRIEND BONUS ENTRIES:**

To receive a Bonus Entry, refer a friend utilizing the referral link which will activate a unique referral link or code. If a friend uses this unique referral link or code and subsequently signs up, the referrer is credited with a referral Bonus Entry (which are entry submissions attributed to the referrer). The act of sharing is not sufficient for an additional entry. Limit: Ten (10) Bonus Entries per Drawing Period.

To earn Bonus Entries without referring a friend send a postcard with your full name, complete mailing address, age, and email address to: “The First Drink Sweepstakes Bonus Entry”, PO Box 2242, Framingham, MA 01702-2242. Entry in to the respective Drawing will be determined by the date received at the PO Box. Limit: Ten (10) Bonus Entries per Drawing Period. Sponsor not responsible for lost, late, mutilated, or postage due mail.

**General Entry Notes:** Entrant will be able to review his or her entry prior to submission, but once any entry is submitted, Entrant cannot access/revise such entry in any way. Entries made on another’s behalf by any individuals or other entities, including but not limited to, commercial contest/sweepstakes subscription notification and/or entering services, will be declared invalid and disqualified for the

Sweepstakes. Tampering with the entry process or the operation of the Sweepstakes is prohibited and any entries deemed by Sponsor, in his sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

4. PRIZES/APPROXIMATE RETAIL VALUE ("ARV")/ODDS OF WINNING:

**Drawing Prize (three (3) Drawings in all):** Each Drawing will award a \$1,000 pre-paid Gift Card. Terms and conditions of the Gift Card apply.  
ARV of each Prize is \$1,000.

ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

In the event that, for reasons beyond Sponsor's control and not related to the Winner, the Sponsor or Administrator is unable to award the Prize as described in these Official Rules, they will substitute the Prize with another prize of similar nature and equal or greater value (including but not limited to cash equivalent) at their sole discretion.

LIMIT: One (1) Sweepstakes Prize per person or household over the Entry Period. The odds of winning in the Sweepstakes depend on the number of eligible entries received during the relevant Drawing Period.

Winner is responsible for all applicable federal, state, local sales and income taxes and any costs, expense(s) or fees whatsoever in connection with each Prize.

If the actual value of a Prize is lower than ARV stated in these Official Rules, the difference will not be awarded in cash.

The Prizes are non-assignable and non-transferable and are not redeemable for cash, except at the sole discretion of Sponsor as set forth herein.

5. WINNER SELECTION:

The random drawings will be conducted based on the schedule listed in Rule #1 by the Administrator, from all eligible entries received in the relevant Prize Drawing, to randomly select one (1) Prize winner in each Prize Drawing. Conduct of the Sweepstakes is under the supervision of the Administrator.

6. WINNER NOTIFICATION: Sweepstakes winner will be notified via email, by the Administrator requesting confirmation of the winner's name and mailing address. The winner is subject to verification. Potential winner will also be required to complete,

sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release and W-9 tax payer request for identification, within five (5) calendar days of attempted notification. If a potential winner fails to respond to any notification attempt within five (5) calendar days, or if any attempted notification or Prize delivery is returned as undeliverable, or if a potential winner fails to complete and return any required affidavit or release within the specified time period, the potential winner may be disqualified and an alternate winner. The Sweepstakes alternate winner will be randomly selected from remaining entries in the relevant Drawing (collectively the "**Alternate Winner**"). Once eligibility has been verified and the Administrator receives the Prize winner's requested information, the Sponsor will arrange to award the Prize. Prize winner must reply with all required information in order to receive their Prize.

7. PUBLICITY RELEASE/ASSIGNMENT OF RIGHTS: Entry constitutes permission for the Sweepstakes Entities to use Entrant's entry materials, name, photograph,

likeness, voice, biographical information, statements and complete address (collectively, the "**Attributes**"), for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation or authorization, (except where prohibited by law), and releases the Sweepstakes Entities from all claims arising out of the use of such Attributes. All information regarding Entrants collected by Sponsor and Administrator and/or their agents and contractors will be treated in accordance with their privacy policies. Please review Sponsor's privacy policy at <https://www.rebelhardcoffee.com/privacy> and Administrator's privacy policy at <https://www.wyng.com/privacy-policy/>. Any information that Entrants share with Sponsor (including, without limitation, all information included on any entry form) may be used (and disclosed to third parties) by Sponsor for purposes of administration of the Sweepstakes and to communicate with the Entrant in relation to the Sweepstakes. Entrants are providing information to Sponsor.

Winners of the Sweepstakes Prizes grant the Sponsor, its agents, the right to record, copy, publish, use, edit, exhibit, distribute, perform, merchandise, license, sublicense, adapt and/or modify a recording or photo of the Prizes being fulfilled (or any portion thereof), including the image, likeness and/or name of the Winner in such recording or photo, in any and all media, without limitation and without any compensation to the winner.

8. **DISQUALIFICATION: CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** Sponsor reserves the right in its sole discretion to disqualify any individual who is found to have tampered with the entry process or the operation of the Sweepstakes, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to disparage, annoy, abuse, threaten or harass any other person. No incomplete, forged, software-generated or other automated multiple entries will be accepted. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.
  
9. **LIMITATION OF LIABILITY AND RELEASE**
  - (a) By entering this Sweepstakes, all Entrants release the Sponsor, Administrator,

and their respective parent, subsidiary and affiliated entities including, all of their respective shareholders, officers, directors, employees, agents, contractors, attorneys, successors and assigns (the “**Released Parties**”) from and against all claims and damages arising out of or in connection with each Entrant's participation and/or entry in the Sweepstakes and/or his/her receipt or use misuse of the Prize awarded in the Sweepstakes.

- (b) Sponsor is not responsible for problems downloading or uploading any Sweepstakes-related information to or from the web site or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of any electronic mail entry to be received by Sponsor on account of technical problems, traffic, congestion on the internet or the web site, or any other technical problems related to web site entries including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an Entrant's ability to participate in the Sweepstakes.
- (c) MODIFICATION/FORCE MAJEURE: In the event (a) an insufficient number of eligible entries are received, (b) a virus, bugs, or entrant fraud or misconduct affect or corrupt the administration, integrity, security or proper operation of the Sweepstakes, (c) Sponsor deems necessary in order to comply with the terms of use or terms of service of any applicable social media platform or in connection with changes to such terms, or (d) Sponsor is prevented from awarding the Prize or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to, fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. SARS), pandemic, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control, then Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes.
- (d) DISPUTES: Except where prohibited, Entrants agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any Prize awarded shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; (3) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased; and (4) Entrant waives all right to trial by jury. All issues and questions concerning the construction, validity,

interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Wisconsin, U.S.A. without giving effect to any choice of law or conflict of law rules.

- (e) WINNERS LIST: To obtain the name of the winners, send a self-addressed stamped envelope to: The First Drink Sweepstakes Winners, PO Box 2312, Framingham, MA 01703-2312. All such requests must be received by 5/31/22.