

**POPPI FREE CAR SWEEPSTAKES  
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER FOR A CHANCE TO WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**OPEN ONLY TO ELIGIBLE LEGAL RESIDENTS OF THE 50 UNITED STATES, AND DISTRICT OF COLUMBIA, WHO, AS OF THE TIME OF ENTRY, ARE AT LEAST 18 YEARS OLD.**

**VOID IN ALL JURISDICTIONS OTHER THAN THOSE STATED ABOVE AND WHERE PROHIBITED OR RESTRICTED BY LAW.**

**1. ELIGIBILITY:**

The poppi Free Car Sweepstakes (“Sweepstakes”) is open to all residents of the fifty (50) United States and District of Columbia who are eighteen (18) years of age or older at the time of entry. Employees, contractors, directors, officers and agents of VNGR Beverage LLC (“Sponsor”) and Rio Creative (“Administrator”), and their respective affiliates, subsidiaries, owners, shareholders, officers, directors, agents, representatives, employees, advertising and promotion agencies, wholesale distributors, retail licensees, all other service or governmental agencies and their employees involved with the Sweepstakes (Sponsor and Administrator, collectively with the foregoing, the “Sweepstakes Parties”), and members of their immediate families (spouse, parent, child or sibling; whether biological, adopted, step or in-law) or households (whether related or not) are not eligible to enter or win. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant’s full and unconditional agreement to these Official Rules (“Official Rules”) and to the decisions of Sponsor which are final and binding in all matters related to this Sweepstakes. The winner is subject to verification, including verification of age and residency.

**2. SWEEPSTAKES PERIOD:**

Sweepstakes begins at 12:00:00 a.m. Central Standard Time (“CST”) on November 22, 2024 and ends at 11:59:59 p.m. CST on December 13, 2024 (“Sweepstakes Period”). Administrator’s computer is the official time keeping device for this Sweepstakes.

**3. WAYS TO ENTER:**

## **By Social Media:**

(1) Instagram: During the Sweepstakes Period, look for the Sponsor's Post inviting followers to enter for a chance to win a prize. Post a picture or video of you and poppi in a Walmart and include the hashtags #poppimyride and #Sweepstakes (an "Entry") that satisfies the following criteria: 1.) Owner of the account needs to have their full face present (at least 2 seconds for a video), 2.) a poppi product (no purchase required) must be shown, and 3.) proof that the photo and/or video was taken in a Walmart store. You must be a registered user of Instagram and follow drinkpoppi on Instagram in order to enter the Sweepstakes via Instagram. Your Entry must remain active on your account from 11/22-12/31 in order to be eligible. Instagram registration is free and can be obtained by logging on to [www.Instagram.com](http://www.Instagram.com) and following the online instructions to open an account.

(2) TikTok: During the Sweepstakes Period, look for the Sponsor's Post inviting followers to enter for a chance to win a prize. Post a video of you and poppi in a Walmart and include the hashtags #poppimyride and #Sweepstakes (an "Entry") that satisfies the following criteria: 1.) Owner of the account needs to have their full face present (at least 2 seconds for a video), 2.) a poppi product (no purchase required) must be shown, and 3.) proof that the photo and/or video was taken in a Walmart store. You must be a registered user of TikTok and follow drinkpoppi on TikTok in order to enter the Sweepstakes via TikTok. Your Entry must remain active on your account from 11/22-12/31 in order to be eligible. Instagram registration is free and can be obtained by logging on to [www.TikTok.com](http://www.TikTok.com) and following the online instructions to open an account.

## **For All Entries:**

### For all Entries:

If entering with a mobile phone or other web-enabled device and using your wireless carrier's network, standard data charges from your wireless carrier may apply. Check with your wireless service provider for details on these and any other applicable charges. Entrants are solely responsible for any such wireless charges.

Your settings must be set to "unprotected" and/or "public" in order for your posts to be viewable by Sponsor and its agents. Only posts that are viewable by Sponsor and its agents will be considered an Entry.

All Entries must be received and recorded during the Sweepstakes Period. No other forms of Entry are valid. Maximum of one entry per person is permitted. See Appendix A for additional Entry Rules, Guidelines & Prohibited Content. Entry must comply with these Official Rules. Sponsor reserves the right, but not the obligation, to review any Entry for violation of these Official Rules and may, at its sole discretion, reject,

delete, or otherwise exclude an Entry for any reason, including without limitation, if the Entry contains any Prohibited Content (as defined in Appendix A) or any other commentary or material which Sponsor, in its sole discretion deems inappropriate.

**4. SWEEPSTAKES DRAWING:**

One (1) potential winner will be selected in a random drawing to be held on or about December 14, 2024 from among all eligible entries received by Administrator, whose decisions are final in all matters relating to this Sweepstakes. Odds of winning depend on the number of eligible entries received during the Sweepstakes Period.

**5. WINNER NOTIFICATION:**

Administrator or Sponsor will attempt to contact each potential winner via direct message on Instagram or TikTok. The winner is subject to verification, including verification of age and residency.

Potential winner will be required to complete, sign, and return an affidavit of eligibility and liability and, unless prohibited by law, publicity release to Sponsor or Sponsor's representative within forty-eight (48) hours of prize acceptance.

If a potential winner (i) is determined to be ineligible or otherwise disqualified by Sponsor, (ii) fails to respond to Sponsor's first winner notification message within 48 hours of notification or after two (2) attempts (whichever occurs first), (iii) fails to timely provide any information requested by Sponsor (e.g., information needed by Sponsor to deliver the prize) or timely execute and return any documents required by Sponsor, the winner will be disqualified and forfeit all interest in the prize. If the winner is disqualified, Sponsor reserves the right to select a substitute winner at random from among all remaining eligible Entries or not award the unclaimed prize.

**6. PRIZE DETAILS:**

Prize (1 Total): Winner will receive one (1) 2024 BMW® X3 SUV, one (1) \$500.00 Walmart® gift card and one (1) \$100 digital check, which may be used for a Walmart+ membership. Terms of digital check apply. Approximate Retail Value ("ARV") is \$65,100.00. BMW and Walmart are not sponsors of or affiliated with this Sweepstakes.

Registration, title, licensing fees and any taxes associated with taking possession of the vehicle will be covered by Sponsor, not to exceed \$15,000 in accordance with the winner's state of residence. The winner is responsible for any cost above the stated amount, but will not be awarded any funds remaining if the maximum amount is not reached. Insurance and other costs associated with the vehicle, including any travel and transportation costs associated with collecting the vehicle, if applicable, are solely the responsibility of the winner. The winner must accept delivery of the vehicle at a

specified time and location and is required to present a valid driver's license and proof of insurability prior to accepting the vehicle. If the winner fails to comply with the delivery conditions, the prize will be forfeited and an alternate winner will be randomly selected. The winner does not have a choice of color or options, and the actual vehicle may differ from those shown in advertisements. The vehicle may have mileage accrued; the actual mileage on the vehicle at the time of delivery cannot be determined prior to the awarding of the vehicle. Warranties on the vehicle, if any, will be transferred to the winner if possible. Vehicle is awarded in "as is" condition. Any upgrades or options not on vehicle as delivered are solely the responsibility and is at the sole expense of the winner. All expenses not expressly specified herein are solely the winner's responsibility.

Prize is non-transferable and no cash equivalent or substitution of prize is offered except at the sole discretion of Sponsor. If a prize or any portion thereof cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value.

Prize winner will be solely responsible for all federal, state and/or local taxes associated with the acceptance and use of the prize. The winner agrees and acknowledges that Sponsor may be required to withhold and remit a portion of prize value to comply with applicable tax laws. The winner also agrees to provide Sponsor with a valid social security number or any other information Sponsor may require in connection with applicable tax reporting or withholding requirements or other laws or regulations.

As a condition of receiving the prize, the winner must provide Sponsor with a valid mailing address. Sponsor will pay for the cost of delivering the product prize to winner within the United States. The method of shipping and the carrier will be determined in the sole discretion of Sponsor. Sponsor is not responsible for any prizes that are lost, stolen, undeliverable, or returned.

All costs and expenses associated with prize acceptance and use not specifically provided herein are the responsibility of the winner.

**7. PUBLICITY:**

Except where prohibited by law, by accepting a prize offered, winner hereby grants Sponsor an irrevocable, perpetual, worldwide, royalty-free, non-exclusive, and sublicensable right and license to use, distribute and publicly display winner's name, image and information about the prize, in any way, at any time, in all media now known or hereafter discovered worldwide, including without limitation, for use in advertising and marketing, without any additional approval or consideration. By accepting a prize, the winner represents and warrants that he/she has the right to grant the foregoing license.

**8. LIMITATIONS OF LIABILITY; RELEASE:**

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE (I) THE SWEEPSTAKES PARTIES SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR CONNECTED WITH (A) THE SWEEPSTAKES OR (B) ANY PRIZE AWARDED, AND (II) YOUR REMEDIES FOR ANY CLAIMS RELATING THE SWEEPSTAKES ARE LIMITED TO YOUR ACTUAL OUT-OF-POCKET EXPENSES OF PARTICIPATION IN THE SWEEPSTAKES (IF ANY).

The Sweepstakes Parties assume no liability for, and are not responsible for, and by entering the Sweepstakes, participants hereby waive and release Sweepstakes Parties from any actions, claims, damages, losses, or injuries of any kind ("Claims") arising in connection with the Sweepstakes and/or the acceptance, receipt, possession, use or misuse of any prize, including without limitation, Claims related to (i) lost, late, misdirected, unintelligible, incorrect, inaccurate, returned or undelivered Entries, telephone calls, text messages, emails, winner notifications, prize claims or other information or communications related to the Sweepstakes; (ii) for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website, or other connections availability, accessibility or traffic congestion, miscommunications, failed computer, network, telephone, satellite or cable hardware or software or lines, or technical failure, or jumbled, scrambled, delayed or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network; (iii) unauthorized human intervention; (iv) any errors in these Official Rules, winner notifications or other announcements or communications relating to the Sweepstakes; or (v) injury or damage to participant's or any other person's computer or property related to or resulting from participating in this Sweepstakes. Persons who tamper with or abuse any aspect of this Sweepstakes or Website, or act in violation of the Official Rules, or act in any manner to threaten or abuse or harass any person, or violate Website's terms of service, as solely determined by the Sponsor or Administrator, will be disqualified. In the event of any ambiguity or error(s) in these Official Rules, Sponsor reserves the right to clarify or modify these Official Rules however it deems appropriate to correct any such ambiguity or error(s). If due to an error or for any other reason, more legitimate prize claims are received than the number of prizes stated in these Official Rules, Sponsor reserves the right to award only one (1) prize from a random drawing of all eligible entries. In no event will more than the stated number of prizes (i.e. one prize) be awarded.

**LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT A PARTICIPANT, TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND PURSUE ALL OTHER REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

Sponsor may prohibit an entrant from participating in the Sweepstakes or winning the prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or any Sweepstakes Parties.

For California Residents Only: You hereby waive California Civil Code Section 1542, which states, **“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”**

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU, AND THE FOREGOING PARAGRAPHS SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF SPONSOR’S NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

## **9. SPONSOR’S RESERVATION OF RIGHTS**

Should any portion of Sweepstakes be, in the Sponsor’s or Administrator’s sole opinion, compromised or is otherwise not practically capable of running as planned for any reason outside the control of the Sponsor, including without limitation due to a force majeure event or by government orders, natural disasters, the effects of COVID-19 or any pandemic, computer virus, worms, bugs, fraud, technical failures, unauthorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair administration, security, fairness or proper play of this Sweepstakes, or submission of Entries, Sponsor and Administrator reserve the right at their sole discretion to suspend, modify or terminate the Sweepstakes, and randomly select the winner from valid eligible Entries received prior to action taken, or otherwise as may be deemed fair and equitable by the Sponsor.

## **10. DISPUTE RESOLUTION:**

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator and Sponsor in connection with the Sweepstakes, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor, shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules.

PLEASE NOTE THAT THE SPONSOR’S TERMS OF USE CONTAIN PROVISIONS GOVERNING HOW DISPUTES THAT YOU AND WE HAVE AGAINST

EACH OTHER ARE RESOLVED. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION, YOU HEREBY AGREE TO THE TERMS OF SUCH ARBITRATION AGREEMENT, UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT IN ACCORDANCE WITH THE TERMS FOUND IN SPONSOR'S TERMS OF USE FOUND AT [HTTPS://DRINKPOPPI.COM/PAGES/LEGAL](https://drinkpoppi.com/pages/legal).

With the exception of any matters subject to arbitration as described above, the state and federal courts located in San Francisco, California will serve as the venue for any actions brought, or claims made, arising out of, or relating to this Sweepstakes.

**10. PRIVACY POLICY:**

Any personally identifiable information collected during an entrant's participation in the Sweepstakes will be collected and used by Sponsor, Administrator, and its designees for the administration and fulfillment of the Sweepstakes and as otherwise described in these Official Rules and Sponsor's and Administrator's privacy policies available at <https://drinkpoppi.com/pages/privacy-policy> and <https://www.discoverairbaton.net/privacy-policy>, respectively. If you are verified as a prize winner, your first name, last initial, city and state will be included in a publicly available winner's list.

**11. SPONSOR:**

VNGR Beverage LLC 31 Navasota Street Suite 270 Austin, TX 78702.

**12. ADMINISTRATOR:**

Rio Creative, 16630 Old Chesterfield Road, Chesterfield MO 63017

**13. WINNER'S LIST:**

For the name of the winner, hand-print your name and complete address on a 3" x 5" card and mail to: poppi Free Car Sweepstakes Winner's List Request, 16630 Old Chesterfield Road, Chesterfield, MO 63017, for receipt by February 12, 2025. Requests must be received no later than sixty (60) days after the end of the Sweepstakes Period.

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This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Meta, Instagram, or TikTok. Any questions, comments or complaints

regarding this Sweepstakes shall be directed to Sponsor and not to Meta, Instagram or TikTok.

## **APPENDIX A ENTRY GUIDELINES & PROHIBITED CONTENT**

Each Entry must meet the following requirements and is subject to the following terms, and any entry that does not comply with these terms will be disqualified:

- Entry cannot defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies or communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate.
  
- Sponsor shall have full right and power to copy, publish, broadcast, display, distribute, use, edit, translate, alter, combine with other material, reuse and adapt any or all portions of the Entry in any way and for any purpose whatsoever, at any time, now or in the future, in any media now known or hereafter devised throughout the World in any manner whatsoever and for any purpose.
  
- Entry cannot (a) be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity; (b) promote the excessive or irresponsible consumption of alcohol, or promote illegal use of alcohol, drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous or any particular political agenda or message; (c) be obscene or offensive, endorse any form of hate or hate group; (d) contain an image of anyone under 18 years of age; (e) contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind without permission, or contain any personal identification, such as license plate numbers, personal names, email addresses or street addresses; (f) contain copyrighted materials owned by others without permission; (g) contain materials embodying the names, likenesses or other indicia identifying any person, living or dead, without permission; or (h) depict, and cannot itself be in, violation of any law.



- Each entrant warrants and represents that the Entry: (a) is his/her original work, (b) has not been previously published; (c) has not received previous awards; and (d) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity.
- Any entrant whose Entry includes likenesses of third parties or contains elements not owned by the entrant (such as, but not limited to, depictions of persons, buildings, trademarks or logos) must be able to provide legal releases for such use including Sponsor's use of such Entry, in a form satisfactory to Sponsor, upon request, prior to award of prize and/or naming of entrant as a winner.
- Any Entry that, in the sole opinion of Sponsor, is not in accordance with the guidelines as stated herein or on the Website, or is deemed to be inappropriate for publication, is ineligible.
- Incomplete, illegible, deceptive or garbled Entries are not eligible.
- Any such entrant will indemnify and hold harmless Sponsor from any claims to the contrary.

All Entries are subject to Sponsor's Digital Millennium Copyright Act policy, as follows: DIGITAL MILLENNIUM COPYRIGHT ACT— VNGR Beverage LLC is committed to respecting and protecting the legal rights of copyright owners. As such, Poppi adheres to the following notice and take down policy, in full compliance with Section 512(c)(3) of the DMCA (17 U.S.C. § 512 *et seq.*). If you believe any of the Entries infringes upon your intellectual property rights, please submit a notification alleging such infringement (hereafter a "DMCA Takedown Notice"). To be valid, a DMCA Takedown Notice must (i) be provided to the VNGR Beverage LLC designated agent, ("Copyright Agent"), as set forth below, and (ii) include the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works;

- Identification of the material claimed to be infringing or to be the subject of infringing activity and that is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and,
- A statement that, under penalty of perjury, the information in the notification is accurate and you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

By submitting an Entry, you agree that your Entry is gratuitous and made without restriction, that it will not place Sponsor under any obligation other than as stated in these Official Rules, that Sponsor is free to publish or otherwise disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your Entry, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor or developed by its employees, or obtained from sources other than you.

By participating, you acknowledge that your Entry may be posted on the Website or in any other form of publication, in Sponsor's sole discretion. Entries posted to the Website are not edited by Sponsor and are the views/opinions of the individual entrant and do not reflect the views of the Sponsor in any manner. By entering, you acknowledge that Sponsor has no obligation to use or post any Entry you submit.

### **ABBREVIATED COPY**

### **POPPI FREE CAR SWEEPSTAKES**

No Purchase or Payment Necessary. Open only to residents of the US and DC 18+. Void where prohibited. Begins 11/22/24 and ends 12/13/24. Odds depend on the number of eligible entries received. Subject to Official Rules at [sweeps.airbaton.me/poppifreecar](https://sweeps.airbaton.me/poppifreecar) Message and data rates may apply. Maximum one entry per person.