

CULTURE POP ANYWHERE EVERYWHERE 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. THE SWEEPSTAKES IS OPEN ONLY TO PERSONS WHO ARE, AT THE TIME OF ENTRY, LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND DISTRICT OF COLUMBIA WHO ARE AT LEAST EIGHTEEN (18) YEARS OF AGE OR OLDER. SWEEPSTAKES WILL BE GOVERNED BY UNITED STATES LAW. VOID WHERE PROHIBITED.

1. ELIGIBILITY:

The “Culture Pop Anywhere Everywhere Sweepstakes” (“Sweepstakes”) is open to legal residents of the fifty (50) United States and DC who are eighteen (18) years of age or older at the time of entry. Employees, contractors, directors, officers and agents of Gutsy, INC, its affiliates and subsidiaries, advertising and promotion agencies, wholesale distributors, retail licensees, all other service or governmental agencies and their employees involved with the Sweepstakes, 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 Sponsor’s and Administrator’s decisions which are final and binding in all matters related to this Sweepstakes. Winning a prize is contingent upon fulfilling all requirements as set forth herein.

2. SWEEPSTAKES PERIOD:

Sweepstakes begins at 12:00:00 a.m. Central Daylight Time (“CDT”) on May 5, 2025 and ends at 11:59:59 p.m. CDT on July 4, 2025 (“Sweepstakes Period”). The Administrator’s computer is the official time keeping device for this Sweepstakes.

3. TWO (2) WAYS TO ENTER:

(a) Internet: Visit <https://airbaton.net//culturepopsweeps> (“Website”) and follow the online instructions to complete and submit an online entry (“Entry”) and upload an original picture of you and a Culture Pop Beverage at a Walmart store. 1.) Owner of the account needs to have their full face present 2.) a Culture Pop product (no purchase required) must be shown, and 3.) proof that the photo was taken in a Walmart store.

(b) Internet: Visit <https://airbaton.net//culturepopsweeps> (“Website”) and follow the online instructions to complete and submit an online entry (“Entry”) and upload a receipt showing a valid purchase of Culture Pop Beverage at Walmart between the promotion dates.

Automated entries are prohibited, and any use of automated devices will cause disqualification. Entrants may not enter with multiple email addresses, nor use any other device or artifice, to enter multiple times or as multiple entrants. Any entrant who attempts to enter with multiple email addresses under multiple identities or uses any device or artifice to register multiple times, will be disqualified and forfeits all prizes won, in Sponsor's sole discretion. Multiple entrants are not permitted to share the same email address. Should multiple users of the same email account enter the Sweepstakes and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said email account at the time of entry will be considered an entrant, and must comply with these Official Rules. The authorized account subscriber is the natural person who is assigned the email address by the ISP or other organization responsible for assigning email addresses. Potential winner may be required to show proof of being the authorized account subscriber.

(c) QR Code: Use your smart phone or other web-enabled device with data plan to scan the Sweepstakes quick response ("QR") code featured on signs or promotional materials at participating stores with the QR read application already installed on your phone. You will be directed to a mobile Web page at <https://airbaton.net/l/culturepopsweeps> (also a "Website") where you may follow the online instructions to complete and submit an online entry (also an "Entry" and "QR Code Entry") and upload an original picture of you and a Culture Pop Beverage at a Walmart store. 1.) Owner of the account needs to have their full face present 2.) a Culture Pop product (no purchase required) must be shown, and 3.) proof that the photo was taken in a Walmart store. Proof of scanning QR codes does not constitute proof of completion or submission of an Entry.

(d) QR Code: Use your smart phone or other web-enabled device with data plan to scan the Sweepstakes quick response ("QR") code featured on signs or promotional materials at participating stores with the QR read application already installed on your phone. You will be directed to a mobile Web page at <https://airbaton.net/l/culturepopsweeps> (also a "Website") where you may follow the online instructions to complete and submit an online entry (also an "Entry" and "QR Code Entry") and upload a receipt showing a valid purchase of Culture Pop Beverage at a Walmart store between the promotion dates.

Proof of scanning QR codes does not constitute proof of completion or submission of an entry. To scan a QR code, participants must have a smart phone or other web-enabled device with a camera feature and/or QR scanner application and may incur message or data charges from their wireless service provider for each message sent and received. If you do not have a QR reader already installed on your phone, type 'QR reader' in your mobile device's application store search field to find available QR readers for your smart phone or other web-enabled device. You will receive a response which will contain a link to download a QR reader for your specific device. Check with your wireless service provider for details on these and other applicable charges. Participants are solely responsible for any such wireless charges. Not all wireless carriers participate.

For all Entries:

All Entries must be received and recorded during the Sweepstakes Period. Only the methods of entry described herein are valid. No other forms of entry are valid. To be valid, each Entry must comply with all of these Official Rules. Limit one (1) Entry per person per day. A day is defined as a twenty-four (24) hour period that begins at 12:00:00 a.m. CDT and ending on the same date at 11:59:59 p.m. CDT.

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.

4. SWEEPSTAKES DRAWING:

One (1) potential winner will be selected in a random drawing to be held on or about July 5, 2025 from among all eligible entries received. All drawings will be conducted 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:

Prize will be awarded (time permitting). Potential winner will be notified by email or phone call and will be required to respond to the notification within forty-eight (48) hours indicating whether they can accept the prize. If a potential winner does not respond to the notification within the forty-eight (48) hour time period, prize will be forfeited, and an alternate potential winner will be randomly selected (time permitting). Any alternate potential winner selected will also be required to respond to the notification within the time frame stated above.

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 Administrator within forty-eight (48) hours of prize acceptance. Potential winner will be required to complete, sign, and return a Release of Liability, Voluntary Assumption of Risk, and Indemnity Agreement to Sponsor or Administrator within forty-eight (48) hours of prize acceptance. Subject to verification of eligibility and compliance with the terms of these Official Rules, including verification that the winner is eighteen (18) years of age or older, the potential winner will be declared an official winner of the Sweepstakes. If Sponsor cannot verify that the potential winner is eighteen (18) years of age or older prior to winner notification, the potential winner will be disqualified and an alternate potential winner will be randomly selected (time permitting).

In the event of noncompliance within any stated time period, the prize will be forfeited, and an alternate potential winner will be randomly selected (time permitting).

Any alternate potential winner selected will also be required to adhere to the time periods described herein. Any prize notification or prize returned to the Sponsor or its agencies as undeliverable will result in disqualification and the awarding of that prize to an alternate potential winner (time permitting).

Released Parties (as defined below) are not responsible for suspended or discontinued Internet, wireless, or land-line phone service or a change in an entrant's email, phone number or mailing address which may result in a potential winner not receiving initial prize notification or his/her prize information.

6. PRIZE DETAILS:

Prize (1 total): Winner will receive \$4,000 USD via digital check, a one (1) year supply of Culture Pop in the form of twelve (12) 12-packs, and one (1) \$500 Walmart gift card. Terms of eCheck apply. Approximate Retail Value ("ARV") is \$4,775. If winner cannot accept the prize as specified, prize will be forfeited, and will be awarded to an alternate winner (time permitting). Any difference between stated value and actual value will not be awarded.

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, and for any other fees or costs associated with the prizes they receive, regardless of whether it, in whole or in part, is used. At Sponsor's discretion, winner may be required to pick up their prize at a specified location within a reasonable time period (as determined solely by Sponsor), or prize may be mailed unassembled to winner approximately 60 days after the end of the Promotion Period to the address provided by winner at time of prize acceptance. Winner is solely responsible for assembling or arranging for the assembly of the bike upon receipt.

If Sponsor so elects, potential winner may be required to submit to a confidential background check. Such background check may include (but is not limited to) investigation of criminal, sexual offenses, or other arrest or conviction record, and any other factor deemed relevant by the Sponsor to help ensure that potential winner will not bring the Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Sponsor. If requested, potential winner agrees to sign waiver forms authorizing the release of personal and background information. In the event of noncompliance, to be determined at the sole discretion of Sponsor, prize will be forfeited and will be randomly awarded to an alternate winner (time permitting).

7. PUBLICITY:

Acceptance of prize offered constitutes permission for Sponsor to use winner's name, voice, biographical information and/or likeness for purposes of advertising and

promotion without further compensation in all media now known or hereafter discovered worldwide and on the Internet without notice or review or approval as permitted by law.

8. RELEASE:

By accepting a prize, winner agrees to release and hold Gutsy Inc., and Administrator harmless from all losses, damages, rights, claims and actions of any kind resulting from acceptance, possession or use of any prize, including without limitation, personal injuries, death and property damage.

9. GENERAL CONDITIONS:

Gutsy INC, Administrator, and their respective affiliates, subsidiaries, and agencies (collective the "Released Parties") are not responsible for lost, late, misdirected, unintelligible, returned or undelivered entries, telephone calls, text messages, email, or 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. 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. Released Parties are not responsible for any incorrect or inaccurate information whether caused by Website users, tampering, hacking, or by any of the programming or equipment associated with or used in this Sweepstakes, and assumes no responsibility for any errors, omission, deletion, interruption or delay in operation or transmission or communication line failure, theft or destruction or unauthorized website access. Any use of robotic, macro, automatic, programmed or like entry methods will void all such entries, and may subject that entrant to disqualification. Released Parties are not responsible for injury or damage to participant's or any other person's computer or property related to or resulting from participating in this Sweepstakes. Should any portion of Sweepstakes be, in the Sponsor's or Administrator's sole opinion, compromised by virus, worms, bugs, 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 entries received prior to action taken, or otherwise as may be deemed fair and equitable by the Sponsor. Text message entries will be deemed to have been submitted by the registered owner of the wireless number used to enter. In the event of a dispute regarding the identity of an online entrant, the authorized subscriber of the email account used to enter will be deemed to be the entrant and must comply with these rules. The authorized account subscriber is the natural person who is assigned the email address by the ISP or other organization responsible for assigning

email addresses. All materials submitted become the property of Gutsy, INC and will not be returned.

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.

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 Missouri without giving effect to any choice of law or conflict of law rules. The place of arbitration shall be St. Louis, Missouri.

11. PRIVACY POLICY:

The information you submit in connection with this Sweepstakes may be used by Sponsor for purposes of administration and fulfillment of the Sweepstakes, and in accordance with Sponsor's privacy policy located at <https://drinkculturepop.com/policies/privacy-policy> (also a "Website"). 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.

12. SPONSOR:

Gutsy, INC, 64 Pleasant Street Suite 300 Watertown MA 02742

13. ADMINISTRATOR:

Rio Creative, 16630 Old Chesterfield Road, Chesterfield MO 63017

14. 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: Culture Pop Anywhere Everywhere Sweepstakes Winners List Request, 16630 Old Chesterfield Road, Chesterfield, MO 63017, for receipt within sixty (60) days of the end date of the Sweepstakes Period.

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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— Gutsy, INC is committed to respecting and protecting the legal rights of copyright owners. As such, Culture Pop 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 Gutsy, INC 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.