

**POPPI BACK TO SCHOOL SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER FOR A CHANCE TO WIN OR 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 AND ARE CURRENTLY ENROLLED AS A STUDENT IN A UNIVERSITY, COLLEGE, POST-SECONDARY TRADE SCHOOL OR SIMILAR OTHER CERTIFICATE-GRANTING INSTITUTION.

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

1. ELIGIBILITY:

The “Poppi Back to School 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 and are currently enrolled in a university, college, post-secondary trade school or similar other certificate-granting institution (each, a “Qualified Educational Program”). Employees, representatives, contractors, directors, officers and agents of VNGR Beverage LLC (“Sponsor”) and Rio Creative, Inc. (“Administrator”) and each entities respective parents, affiliates, and subsidiaries, and any , advertising and promotion agencies, wholesale distributors, retail licensees or other entity involved in the administration of the Sweepstakes (collectively, such entities with Sponsor and Administrator, the “Sweepstakes Parties”), and members of such excluded individuals’ immediate families (i.e. spouse, parent, child or sibling; whether biological, adopted, step or in-law) and individuals living in the same household of each (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 and Administrator 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 Daylight Time (“CDT”) on July 15, 2024 and ends at 11:59:59 p.m. CDT on October 31, 2024 (“Sweepstakes Period”). Administrator’s computer is the official time keeping device for this Sweepstakes.

3. TWO (2) WAYS TO ENTER:

NO PURCHASE NECESSARY AND NO ENTRY FEE, PAYMENT OR PROOF OF PURCHASE IS NECESSARY TO PARTICIPATE.

(a) Internet: Visit <https://airbaton.net//poppibacktoschool> (“Website”) during the Sweepstakes Period and follow the online instructions to complete and submit an online entry (“Entry”).

(b) 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 in connection with the Sweepstakes 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//poppibacktoschool> (also a “Website”) where you may complete and submit an entry (also an “Entry”). 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: 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. 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. The potential winner may be required to show proof of being the authorized account subscriber.

All Entries must be received and recorded during the Sweepstakes Period. No other forms of Entry are valid. Limit one (1) Entry per person per day. Compliance with the entry requirements will be determined by Sponsor in its sole discretion. Entries that violate, as determined by the Sponsor, in its sole discretion, these entry requirements or do not meet the entry deadlines will be disqualified from the Sweepstakes.

4. SWEEPSTAKES DRAWING:

One (1) potential winner will be selected in a random drawing to be held on or about November 1, 2024 from among all eligible Entries received by Administrator during the Sweepstakes Period. The potential winner must be enrolled in a Qualified Education Program at the time of the drawing.

Odds of winning depend on the number of eligible Entries received during the Sweepstakes Period.

5. WINNER NOTIFICATION:

Administrator will attempt to contact the potential winner by email or phone call, via the contact information provided in the Entry, and the potential winner will be required to respond to the notification within forty-eight (48) hours indicating whether they can accept the prize.

The potential winner will be required to complete, sign, and return an affidavit of eligibility and liability and, unless prohibited by law, publicity release (collectively, the "Affidavit") to Sponsor or Sponsor's representative within forty-eight (48) hours of prize acceptance. The Affidavit will include the potential winner's confirmation of current enrollment in a Qualified Educational Program. If the potential winner is under the age of majority in his or her state of legal residence, the Affidavit must be executed on its behalf by its parent or legal guardian. If a 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. Sweepstakes Parties 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 their prize information.

6. PRIZE DETAILS:

Prize (1 total): The winner will receive: \$25,000 via digital check (ARV: \$25,000), which the winner agrees to apply toward the following expenses incurred at a Qualified Educational Program: (1) tuition and required fees, (2) room and board expenses, and/or (3) books and other school supplies directly related to the winner's Qualified Educational Program. The winner agrees to report the prize to the financial aid office, or equivalent, of the applicable Qualified Education Program in accordance with the policies of such Qualified Educational Program.

Terms and conditions of the digital check apply. If the winner cannot accept the prize as specified, prize will be forfeited and will be awarded to an alternate winner. 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.

The 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. 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 the 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, acceptance of prize offered constitutes permission for, and the winner (or a minor winner's parent/legal guardian on its behalf) hereby grants Sponsor and its representatives an irrevocable, perpetual, worldwide, royalty-free, non-exclusive, and sub-licensable right and license to distribute, publicly display, and use the winner's name and information about the prize award, in any way, at any time, 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, including without limitation, for use in advertising and marketing. By accepting a prize, (or a minor winner's parent/legal guardian on its behalf) the winner represents and warrants that they have the right to grant the foregoing license.

8. LIMITATIONS OF LIABILITY; RELEASE:

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU (OR, IF A MINOR, YOUR PARENT/LEGAL GUARDIAN ON YOUR BEHALF) 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 (and a minor participant's parent/legal guardian on its behalf), participants hereby waive and release the Sweepstakes Parties from any actions, claims, damages, losses, or injuries of any kind arising in connection with the Sweepstakes and/or the acceptance, possession or use of any prize, including without limitation, (i) 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, including without limitation any errors in these Official Rules, winner notifications or other announcements or communications relating to the Sweepstakes; (ii) 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 the 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 winners 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.

11. 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.

12. SPONSOR:

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

13. ADMINISTRATOR:

Rio Creative, Inc., 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: Poppi Back to School Sweepstakes Winner's List Request, 16630 Old Chesterfield Road, Chesterfield, MO 63017, for receipt by January 1, 2025

15. DISCLAIMER

The Poppi Back to School Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram, Facebook, X, or TikTok ("Social Media Platforms"). You understand that you are providing your information to Poppi and not to any Social Media Platforms. By participating in this sweepstakes you agree to a complete release of each of the Social Media Platforms from any claims regarding the sweepstakes.

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