

## Contest Rules

NO PURCHASE NECESSARY TO WIN. PURCHASE OF CRIO BRU BREWED CACAO LIMITED EDITION VARIETIES IS NOT NECESSARY TO ENTER OR WIN ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

### 1. Eligibility

Golden Ticket 2022 (the "Contest") is open to legal residents of the LOWER 48 United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Crio Bru LLC and other companies associated with the promotion of the Contest, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Contest is subject to federal, state, and local laws and regulations.

### 2. Sponsor

The Contest is sponsored by Crio Bru LLC, located at 115 Robin Hill Rd, Goleta, California 93117.

### 3. Agreement to Official Rules

Participation in the Contest constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

### 4. Prize Period

The Contest begins on August 10, 2022 and ends either when Golden ticket is received or on October 1, 2022 (the "Prize Period").

### 5. How to Enter

- 1.) **Online Purchase:** This method of entry will be available by visiting our website ([www.criobru.com](http://www.criobru.com)) and purchasing any Crio Bru Brewed Cacao Limited Edition Variety between the dates of the Prize Period.
- 2.) **MAIL-IN:** A letter containing the person's name, address, phone number should be mailed to Crio Bru Brewed Cacao at 115 Robin Hill Rd. Goleta, CA 93117 to enter. Entrants through letters can only enter once.

### 6. Winner Selection

Those that purchase limited edition bags OR enter via mail requests will have a random drawing and will either have a golden ticket randomly inserted into a Crio Bru Brewed Cacao Limited Edition bag or have the golden ticket mailed directly to them in the case of mail-in entrants. Before October 1, 2022, the recipient of the golden ticket must notify Crio Bru of receiving the prize via email with a picture of themselves with the golden ticket for validation by emailing [support@criobru.com](mailto:support@criobru.com). They must also post a picture of themselves with the golden ticket on the same facebook or Instagram and tag @criobru. The odds of being selected depend

on the number of limited edition varieties purchased or mail-in entrant submission during the prize period. If the potential winner does not contact Crio Bru Brewed Cacao on or before October 1, 2022 the Sponsor may select an alternate potential winner in his/her place at random from the remaining non-winning, eligible entries.

## **7. Winner Redemption**

Each potential Grand Prize winner will be required to complete, electronically sign and submit a Declaration of Compliance within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, or fails to submit the Declaration of Compliance within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits prize. If the potential winner is at least 18 but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian, who will be required to sign the Declaration of Compliance on the potential winners behalf and fulfill any other requirements imposed on winner set forth herein. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor may award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only two (2) alternate drawings will be held, after which the prize will remain un-awarded. The winner may select any two dates to fulfill the prize trip but must be fulfilled before December 1, 2022. Should the winner be unable to take the trip \$500 worth of Crio Bru Brewed Cacao product will be awarded to the winner in place of the trip.

## **8. Prizes**

Golden Ticket: Crio Bru Brewed Cacao Factory Tour, Cacao Class & Free airfare for 2 people & 1 hotel room for 2 nights to Santa Barbara

## **9. General Conditions**

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Contest and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

## **10. Release and Limitations of Liability**

Winner also irrevocably grants to Crio Bru a non-exclusive, perpetual, transferable, royalty-free license to publicly perform, publicly display, broadcast, transmit, manufacture, and distribute pictures or video of the winner during their prize visit and tour of the Crio Bru facility, for free, via any medium (including without limitation terrestrial radio, satellite radio, the Internet), in any manner, by any means, whether now known or hereafter devised, as well as the right to edit, alter, or otherwise use the Material in whole or in part, alone or in compilation with content provided by third parties. Submitter waives any potential claims against Crio Bru or any of its affiliates with respect to any such usage and/or editing of the Material.

By participating in the Contest, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the cancellation or postponement of the event and/or the flyover, if applicable, the incorrect downloading of the application, the processing of entries application downloads or in any Contest-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Contest or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Contest, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

## **11. Disputes**

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in California. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants rights and obligations, or the

rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of California, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than California.

**12. Privacy**

Information collected from entrants is subject to sponsor's privacy policy.