

OFFICIAL RULES
2023 FIJI WATER 1-YEAR GIVEAWAY SWEEPSTAKES

ENTRY INTO THE 2023 FIJI WATER 1-YEAR GIVEAWAY SWEEPSTAKES ("SWEEPSTAKES") CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING. WITHOUT LIMITATION, THIS CONTRACT PROVIDES FOR INDEMNIFICATION OF THE SPONSOR AND OTHER PROMOTION ENTITIES BY YOU, A CLASS ACTION AND JURY TRIAL WAIVER, A REQUIREMENT THAT MOST DISPUTES BE SETTLED BY MANDATORY BINDING ARBITRATION, AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

SWEEPSTAKES ENTRY DATES: Overall Sweepstakes begins September 12, 2023 at 12:01 a.m. Pacific Daylight Time ("PDT") and ends on October 8, 2023 at 11:59 p.m. PDT ("Sweepstakes Period").

WHO MAY ENTER: Open only to legal residents of the forty-eight (48) contiguous United States and the District of Columbia (excluding residents of Hawaii, Alaska, Puerto Rico, U.S. Virgin Islands and Guam) who are at least 18 years of age at time of entry. Void outside the United States and where prohibited or restricted by law. Sweepstakes is subject to all applicable federal, state and local laws and regulations. Employees, directors, and officers of FIJI Water LLC ("Sponsor") or any other party associated with the development or administration of this Sweepstakes, and their immediate family members (parent, spouse, sibling, child, and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related (collectively, the "Promotion Entities"), are not eligible to enter or win the Sweepstakes. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to verify eligibility qualifications of the winner.

SWEEPSTAKES ENTRY/OBJECTIVE: The objective of the Sweepstakes is for entrants to be selected at random and rewarded for participating in the Sweepstakes.

HOW TO ENTER: To enter the Sweepstakes, during the Sweepstakes Period, an entrant must visit <https://www.fijiwater.com/campaign/giveaway>, complete the Sweepstakes entry form with their name, email, mailing address, date of birth, and phone number (optional), accept the Official Rules and Privacy Policy, and submit the form.

Entrants represent and warrant that their Entry is the original work of such entrant, it has not been copied from others, and it does not violate the rights of any other person or entity. Entrant further represents and warrants that their Entry adheres to the fundamental spirit of the Sweepstakes and does not contain any defamatory, obscene or otherwise unlawful matter or depict anyone engaged in any illegal, immoral or lewd act, any violent or pornographic material or contain any other inappropriate content (as determined by Sponsor).

Limit of one (1) Entry per entrant throughout the Sweepstakes Period. To enter, you must (i) follow the entry instructions and (ii) provide any required information requested. Entering the Sweepstakes constitutes your consent for Sponsor and its affiliates and subsidiaries to use your information to send you marketing communication, promotions and special offers they feel may be of interest to you subject

to the terms of Sponsor's Privacy Policy. You may opt-out from receiving further marketing communication from Sponsor by following opt-out instructions sent by Sponsor. Any Entry that does not include all required information and adhere to the foregoing and following requirements will be considered void and will not be considered in this Sweepstakes.

CONDITIONS OF ENTRY:

All Entries must be received by 11:59 p.m. PDT on October 8, 2023 to be eligible for the Prize. For purposes of these Official Rules, "receipt" of an Entry occurs once all Entry requirements are met.

Use of Entries and Names: By submitting an entry, entrant: (a) grants a license to Sponsor and its designees to use entrant's name (first name, last initial) on the Sponsor's websites (including www.fijiwater.com) or any other website related to the Sweepstakes, or to use the Entry at any time or times, in any media, and entrant shall have no right of notice, review or approval of any such use of the Entry and/or his/her name; and (b) acknowledges and agrees that the Entry and/or his/her name, image or likeness may be used in whole or in part, alone or in combination with other works, and that the Entry may be changed or modified, as solely determined by Sponsor or its designees (other than for the Sweepstakes itself). Entrant further agrees that nothing herein in any way obligates Sponsor or its designees to make any use of his/her Entry and Sponsor's failure to use the Entry shall not result in any liability to Sponsor or its designees. Entrant also acknowledges and agrees that the relationship between him/herself and Sponsor is NOT confidential, fiduciary or otherwise special and that Sponsor has wide access to ideas, stories, designs, concepts and other literary/artistic materials submitted to it by outside sources or being developed by its own employees (and/or third parties working on Sponsor's behalf) and that such ideas/stories/designs/concepts/literary/artistic materials may be competitive with, similar to (or even identical to) the Entry submitted by entrant; and, entrant agrees that Sponsor and its agencies shall have no liability in conjunction with same.

Sponsor reserves the right to disqualify any Entry for any reason, in its sole and absolute discretion.

RELEASES: By entering the Sweepstakes, entrants agree to release and hold harmless the Promotion Entities, any prize providers, affiliates, subsidiaries and all of their respective officers, directors, employees, representatives and agents (collectively, "Released Parties") from and against any claim, cause of action, liability, loss, injury or damage, including, without limitation, personal injury, death or damage to personal or real property, or any claims based on publicity rights, defamation or invasion of privacy, to entrant or any other person or entity arising out of, in whole or in part, directly or indirectly, participation in this Sweepstakes, or the acceptance, possession, use or misuse of any prize (including any travel or activity related thereto), the substitution of a prize in accordance with these Official Rules, the administration of the Sweepstakes, the operation of the Sweepstakes and the various methods of entry or the Released Parties' use of any of the rights granted herein. The Released Parties assume no responsibility for the conduct of any entrant or voter or the responses of anyone appearing in any Entry. Entrant will indemnify and hold harmless the Released Parties from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of its representations and warranties herein, the entry, or Entrant's conduct in creating the entry, the acceptance or use of any prize or otherwise in connection with this Sweepstakes.

DRAWING: Potential winner will be selected in a random drawing held on or around October 11, 2023 from all eligible entries received. Odds of winning depend on the number of eligible entries received.

WINNER NOTIFICATION: The winner of the Prize will be notified on or around October 16, 2023.

The potential winners will be notified via email, and may be required to execute and return an affidavit of eligibility, a liability release and, where lawful, a publicity release as well as any other documents which may be required by Sponsor, all of which must be received fully-executed within seven (7) days of date printed on notification or he/she may be disqualified. If after three (3) attempts to contact a potential winner, Sponsor has been unable to do so, he/she will be disqualified. In the event it is determined that a winner has not complied with these Official Rules, has failed to execute and return any required documents within the specified time period, has made false statements or prize notification is returned as undeliverable, then such winner will be disqualified. Should a winner make any false statement(s) in any document required by Sponsor or prize supplier, such winner will be disqualified and required to promptly return to Sponsor the value of his/her prize. If a potential winner is disqualified for any reason, or if any potential winner declines or refuses their prize, at Sponsor's discretion and time permitting, any runner up may be declared the alternate winner. Further, Sponsor reserves the right to forfeit or award any unclaimed or leftover prizes at its sole discretion. All prize awards are subject to verification of eligibility as determined by Sponsor in its sole discretion and strict compliance with these Official Rules.

PRIZE: There will be one (1) Sweepstakes Winner. The Sweepstakes Winner will receive the Grand Prize as described below:

- **One (1) Grand Prize will be awarded. Approximate Retail Value ("ARV"): \$480 USD**
 - The Grand Prize consists of a one (1) year subscription of 500 mL FIJI Water. One (1) case of 500 mL bottles (24 bottles) will be delivered every 30 days for a total of twelve (12) shipments.

Actual value of the Prizes may vary depending on fluctuations in price for any portion(s) of the Prizes, product availability, Sweepstakes winner location, local taxes, and available store offers at the time of purchase. Any difference between the stated ARV and actual value of the Prize will not be awarded.

Terms and Conditions: Except where prohibited, an Entrant eligible to win a Prize may be required to execute an Affidavit of Eligibility, a Liability Release, and a Publicity Release ("Affidavit/Release") and, if applicable, an IRS W-9 form for tax purposes as well as any other documents which may be required by Sponsor. The Released Parties will be held harmless from any liability, loss, injury or damage, including, without limitation, personal injury, death or damage to personal or real property, to Entrant or any other person or entity due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of any prize.

TOTAL ARV OF ALL PRIZES TO BE AWARDED IN THIS SWEEPSTAKES IS \$480 USD.

All prizes are awarded by Sponsor. All prize details are at Sponsor's sole discretion. Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winner is solely responsible for all federal, state and local taxes (including income and withholding taxes) and any other expenses, costs or fees associated with acceptance and/or use of the prizes not specified herein as being awarded. Winner may not substitute, assign or transfer prizes or redeem prizes for cash, credit or merchandise except as specified; provided, however, that Sponsor reserves the right, at its sole discretion, to substitute a prize (or any portion thereof) with one of comparable or greater value. **LIMIT OF ONE (1) PRIZE PER PERSON FOR THE ENTIRE SWEEPSTAKES.** Additional restrictions may apply.

GENERAL CONDITIONS: Winning constitutes permission (except where prohibited by law) for Sponsor and its designees to use a winner's name, Entry, hometown, likeness, prize won, and photo and video (all at Sponsor's discretion) for future advertising, publicity in any and all media now or hereafter devised throughout the world in perpetuity, without additional compensation, notification or permission. The Released Parties are not responsible for lost, late, misdirected, damaged, stolen, altered, garbled, incorrect, incomplete or delayed Entries or votes; all of which will be void. The Released Parties are also not responsible for problems uploading or downloading any Sweepstakes-related information or materials from the website 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 Entry or vote to be received by Sponsor on account of technical problems, traffic, congestion on the internet or the website, or for any other technical problems including telecommunication, miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an entrant's ability to participate in this Sweepstakes. The Released Parties are not responsible for any other errors or malfunctions of any kind, whether network, printing, typographical, human or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or malfunctions which may occur in connection with the administration of the Sweepstakes, the processing or judging of Entries, the submitting or tabulating of votes, the announcement of the prizes or in any Sweepstakes-related materials. Mass Entries or votes or Entries or votes generated by a script, macro or use of automated devices may, at Sponsor's sole discretion, be disqualified. Sponsor reserves the right to modify, suspend or terminate the Sweepstakes in the event it becomes infected by a computer virus or is otherwise technically impaired, and to cancel or suspend the Sweepstakes in its entirety should tampering, unauthorized intervention, fraud, technical failures or other causes corrupt the administration, security, fairness, integrity or proper play of the Sweepstakes and, if terminated, at Sponsor's discretion, determine the winner using all non-suspect, eligible Entries received up to time of cancellation using the judging procedure and Judging Criteria outlined above. In the event of a dispute regarding Entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of Entry will be deemed to be the entrant and must comply with these Official Rules. Authorized subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses. Sponsor reserves the right at its sole discretion to disqualify any individual (and void his/her Entry and vote) it finds to be tampering with the Entry or voting process or the operation of this Sweepstakes or website, intending to annoy, abuse, threaten or harass any other entrant, Sponsor or any of its representatives or to otherwise be acting in violation of these Official Rules. CAUTION: ANY ATTEMPT BY A ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATIONS OF THE SWEEPSTAKES IS A VIOLATION OF APPLICABLE CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER SUCH REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW AND TO DISQUALIFY SUCH ENTRANT FROM THE SWEEPSTAKES.

MISCELLANEOUS CONDITIONS: By participating in the Sweepstakes, entrants (i) agree to be bound by these Official Rules, including all eligibility requirements, (ii) agree to be bound by the decisions of Sponsor and judges, which are final and binding in all matters relating to the Sweepstakes, and (iii) agree to receive electronic communications from Sponsor, as well as any information or promotional material that entrants opt-in to receive. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to permanently disqualify any person it believes has intentionally violated these Official Rules and void all associated Entries and/or votes.

ARBITRATION AND CHOICE OF LAW: Except where prohibited by law, as a condition of participating in

this Sweepstakes, entrant agrees that (1) any and all disputes 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, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the entrant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with entering this Sweepstakes), and entrant further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and Sponsor in connection with this Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the State of California, USA without regard to California's choice of law rules.

WINNERS LIST: If you would like the name of the winner (available after October 16, 2023), please send a self-addressed stamped envelope by no later than December 31, 2023 to: **2023 FIJI WATER 1-YEAR GIVEAWAY SWEEPSTAKES** Winner, c/o FIJI Water LLC, 11444 West Olympic Blvd., Los Angeles, CA 90064.

SPONSOR: FIJI Water LLC, 11444 West Olympic Boulevard, Los Angeles, CA 90064.

THIS SWEEPSTAKES AND THESE OFFICIAL RULES MAY NOT BE REPRODUCED, REPRINTED OR PUBLISHED ELSEWHERE IN ANY FORMAT WITHOUT THE WRITTEN PERMISSION OF THE SPONSOR.