

Mott's Back to School Design Contest Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Motts Back to School Design Contest (the "Promotion") contains a contest ("Contest") and an instant win game ("Instant Win Game").

The **Contest** is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry and who are the parent/legal guardian of a child/legal ward between the ages of five (5) and twelve (12) years old at the time of entry (each an eligible "Child"). Each Child must also be a legal resident of the fifty (50) United States and the District of Columbia.

The **Instant Win Game** is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry.

Employees of Mott's LLP, Merkle Inc., Crayola LLC, and any of their parent and affiliate companies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

2. Sponsor: Mott's LLP, 6425 Hall of Fame Lane, Frisco, TX 75034. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Agreement to Official Rules: Participation in this Promotion constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to this Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. Timing: The Promotion begins on July 1, 2022 at 12:00 a.m. Eastern Time ("ET") and ends on November 15, 2022 at 11:59 p.m. ET (the "Promotion Period").

The **Contest** has four (4) phases (each a "Contest Phase"), as outlined below:

Contest Phase	Start Date at 12:00 a.m. ET	End Date at 11:59 p.m. ET
Submission	July 1, 2022	September 30, 2022
Judging	October 1, 2022	October 15, 2022
Finalist Confirmation	October 16, 2022	October 31, 2022
Voting	November 1, 2022	November 15, 2022

The **Instant Win Game** begins on July 1, 2022 at 12:00 a.m. ET and ends on September 30, 2022 at 11:59 p.m. ET (the "Game Period").

Administrator's computer is the official time-keeping device for the Promotion.

5. How to Enter the Contest: During the Contest Submission Phase, visit your local, participating grocery retailer, locate the Contest signage and use your smartphone or other web-enabled device with a data plan to scan the quick response ("QR") code featured on the signage with a QR reader application*. You will be directed to a mobile web page. Or, to enter without scanning a QR code, visit the website URL directly at <https://www.MottsDesignContest.com> ("Website"). Next, follow the links and instructions to complete and submit the registration form, including your name and your valid email address. Then, follow the directions to download and print a design template ("Template"). There are "Sauce" Templates and "Juice" Templates available to download. Next, ask your Child to create an original drawing by hand using art supplies on the Template ("Design"). Your Design must be original, include bright colors, and be fun, engaging, and appropriate for children. Once completed, take a photo of the Design. Then, visit the Website and follow

the links and instructions to upload one (1) photo of the completed Design, referred to as your submission ("Submission"). You will also be asked to provide your Child's first name and age.

Your Submission need not include any reference, positive or negative, to Sponsor's products or services. Including a reference or image of Sponsor's products/services in your Promotion Submission will not improve your chances of winning. By uploading your Submission, you agree that it conforms to the guidelines, permissions, and content restrictions below and that Sponsor, in its sole discretion, may remove your Submission from a gallery, if any, and disqualify you if it believes that it fails to conform. Where your Submission meets all requirements, your Submission will be deemed one (1) Contest entry into the respective Template pool, either Sauce or Juice.

* If you choose to enter using a mobile device/scanning a QR code, standard message and data rates apply in accordance with your personal mobile service plan. Check details of your plan prior to using a mobile device to enter. A mobile device is not required to enter.

Guidelines:

- The Submission must be in .jpeg, .png, or .pdf format.
- The Submission must not exceed five (5) megabytes in size.

Permissions: Entrant must have permission from any recognizable individuals who appear in the Submission to use their names and likenesses in the Submission and to grant the rights set forth herein. Minors may only be included in the Submission if entrant is their parent or legal guardian. If requested, entrant must be able to provide such permissions or proof in a form acceptable to Sponsor.

Content Restrictions:

- The Submission must be your Child's original work.
- The Submission must not convey any claims of Sponsor's products or services that would be deemed unsubstantiated or deceptive if made by Sponsor.
- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity, or intellectual property rights, or that constitutes copyright infringement and therefore must not contain brand names or trademarks other than those owned by Sponsor.
- The Submission must not contain content created by a third party, such as images or artwork.
- The Submission must not disparage Sponsor, or any other person or party.
- The Submission must not contain material that is inappropriate, offensive, indecent, obscene, sexually explicit, tortious, defamatory, slanderous, or libelous.
- Your Submission must not make references to or include alcohol, illegal drugs, tobacco, or firearms/weapons, any activities that are or appear to be dangerous, or any political agenda.
- The Submission must not contain material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age.
- The Submission must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where Submission is created.

Limit: Each entrant may upload three (3) Submissions per Child for up to five (5) children/legal wards during the Submission Contest Phase for a maximum of up to fifteen (15) total Submissions regardless of which Template is used. Submissions received from any person or email address in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. In the event of a dispute as to any Submission, the authorized account holder of the email address used to register will be deemed to be the entrant and must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each entrant may be required to show proof of being an authorized account holder. Released Parties (as defined in Section 11, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed, or misdirected Submissions; all of which will be void.

6. Sponsor's Use of Submissions: Uploading a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

7. How to Play the Instant Win Game: During the Game Period, visit your local, participating grocery retailer, locate the Instant Win Game signage and use your smartphone or other web-enabled device with a data plan to scan the quick response ("QR") code featured on the signage with a QR reader application*. You will be directed to a mobile web page. Or, to enter without scanning a QR code, visit the website URL directly at www.MottsDesignContest.com ("Website"). Once you submit the form, you will automatically receive one (1) Instant Win Game play for that day. Follow the links and instructions to play the Instant Win Game. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

* If you choose to enter using a mobile device/scanning a QR code, standard message and data rates apply in accordance with your personal mobile service plan. Check details of your plan prior to using a mobile device to enter. A mobile device is not required to enter.

Limit: Each entrant may play the Instant Win Game one (1) time per day during the Game Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the entrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider, Internet service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

8. ALL POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR CONTEST SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID, AND WILL NOT BE HONORED.

9. Instant Win Game Winner Determination and Contest Finalist and Winner Determination: Finalists and Winners will be determined according to the process set forth below.

Instant Win Game: There will be four thousand five hundred and fifty (4,550) random, computer-generated winning times during the Game Period. If you are the first player to play the Instant Win Game at or after one of the randomly generated times, you will be a potential instant winner of the prize indicated. Each potential winner will be required to provide full contact information to confirm eligibility and for prize fulfillment purposes within five (5) days of the date notice or attempted notice is sent, in order to the claim the prize offered. If any potential winner cannot be contacted or fails to provide any requested information within the required time period, potential winner forfeits the prize. If any potential winner cannot be contacted or if prize is returned as undeliverable, potential winner forfeits prize. In the event that a potential winner of an Instant Win Game prize valued over \$25.00 is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries.

There will be three (3) alternate drawings after which the prize will remain un-awarded. Unclaimed prizes valued at or less than \$25.00 will remain unawarded.

Contest:

a. Judging Phase: During the Judging Contest Phase, a panel of qualified judges determined by Sponsor in its sole discretion will select the three (3) entrants with the highest-scoring Juice Submissions (the "Juice Finalists") and the three (3) entrants with the highest-scoring Sauce Submissions (the "Sauce Finalists") from among all eligible Submissions based on the following criteria ("Judging Criteria"):

- Creativity/Originality (50%)
- Playfulness (Design is child appropriate, fun and/or engaging) (25%)
- Bright/colorful (25%)

In the event of a tie, the entrant whose Submission received the highest score for Creativity/Originality, as determined by the qualified judges, in their sole discretion, will be deemed the applicable Finalist from among the tied entrants. Sponsor reserves the right to select fewer than the stated number of Finalists, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions. Sponsor will not disclose judging scores.

b. Confirmation of Finalists: During the Finalist Confirmation Contest Phase, potential Finalists will be notified by email. Each potential Finalist will be required to sign and return a Declaration of Compliance, Liability Waiver, and where not prohibited a Publicity Release, which must be received by Administrator within two (2) calendar days of the date notice or attempted notice is sent, in order to be confirmed as a Finalist. If a potential Finalist cannot be contacted, fails to execute, and return the Declaration of Compliance, Liability and Publicity Release or provide any other requested information within the required time period (if applicable), or does not comply with these Official Rules, then potential Finalist will be disqualified. Sponsor may select an alternate Finalist with the next highest score in the event that a potential Finalist does not respond, declines to participate during the Voting Phase, or is disqualified for any reason. Each confirmed Finalist will receive a Finalist Prize.

c. Voting Phase: During the Voting Phase, the Finalists' Submissions will be posted in an online gallery for public voting at the Website. Legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old will be invited to vote for the Submission they believe has the most public appeal. Limit: Each person must vote one (1) time per day per Template category (Juice and Sauce) during the Voting Phase. Multiple votes received from any person or email address in excess of the stated number will be void. Any attempt by any Finalist or voter to obtain votes by any fraudulent or inappropriate means, including without limitation, offering prizes or other inducements to members of the public as determined by Sponsor in its sole discretion, by using any automated program, by using multiple/different email addresses, identities, registrations and logins, or any other methods, will void those votes for the Finalist's Submission and Finalist may be disqualified as determined by Sponsor in its sole discretion. Subject to the Finalist's compliance with these Official Rules, the Sauce Finalist whose Submission receives the highest number of valid votes during the Voting Phase will be deemed a potential Sauce Grand Prize winner; the Juice Finalist whose Submission receives the highest number of valid votes during the Voting Phase will be deemed a potential Juice Grand Prize winner. In the event of a tie, the entrant whose Submission received the highest score for Creativity/Originality, as determined by the qualified judges in their sole discretion, will be deemed the potential winner from amongst the tied Finalists. Sponsor reserves the right, in its sole discretion, to select an alternate winner should the voting appear to have been tampered with or manipulated in any way.

Potential Contest Grand Prize winners will be notified by email or phone on or around November 16, 2022. If a potential winner cannot be contacted, fails to provide any requested information within the required time period (if/as applicable), does not comply with these Official Rules, or if prize is returned as undeliverable, potential winner forfeits the prize. If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, in Sponsor's sole discretion. Only

three (3) alternate winners may be determined, after which the applicable prize will remain un-awarded.

10. Prizes:

Contest Prizes:

TWO (2) GRAND PRIZES (One (1) awarded to the winning Juice Finalist and one (1) awarded to the winning Sauce Finalist): A \$10,000.00 Tuition Prize and Commemorative Packaging Design. Approximate Retail Value (“ARV”): \$10,100.00.

SIX (6) FINALIST PRIZES (three (3) awarded to Juice Finalists and three (3) awarded to Sauce Finalist): A \$5,000 Tuition Prize; a custom plush toy; and a Crayola prize package which includes 8 ct. Modeling Clay, Neon Color Assortment; an Epic Book of Awesome Coloring Book; Painting Paper Pad, 25 Sheets; Crayola Construction Paper, Colored & Metallic Sheets, 9x12, 96 Count; Ultra-Clean Washable Markers, 24 Count Broad Line; 64 Count Ultimate Sidewalk Chalk Collection; CIY Craft Book, DIY Crafts for Kids; Watercolor Tutorial Kit; Sidewalk Chalk Special Effects Set, 15 Count; 4-in-1 Colors of the World Coloring Set; Washable Paint Pour Art Set; Sketch & Color Art Set; Next Generation Smart Case; Ultimate Light Board; and 2-in-1 Color Chemistry Gift Set. ARV: \$5,495.76.

Instant Win Game Prizes:

Prize Description	Quantity	ARV
Mott's FREE product coupon which may redeem for one free Mott's product up to \$7.49 in retail value.	1,000	\$7.49
Crayons, 64 Count	1,000	\$5.49
Spill Proof Washable Paint Set	750	\$11.49
CIY Craft Book, DIY Crafts for Kids	250	\$15.99
Silly Scents Gel Crayons, Sweet Scents, 14 Count	250	\$16.49
Construction Paper and Shapes	250	\$16.99
Special Effects Crayon Set, 96 Count	250	\$17.99
4-in-1 Colors of the World Coloring Set	250	\$19.96
Washable Paint Pour Art Set	130	\$19.99
Sketch & Color Art Set	100	\$19.99
Model Magic Gooey Fun! DIY Slime Edition	100	\$19.99
Ultra-Clean Markers, Fine Line, Trayola, 48 Count, 8 Colors	100	\$20.99
Inspiration Art Case	100	\$25.49
2-in-1 Color Chemistry Gift Set	10	\$49.98
Next Generation Smart Case	10	\$32.99

Instant Win Game Odds: Odds of winning depend on the date/time of entry, the number of prizes remaining available at the time of entry and number of eligible Instant Win Game plays received. The number of prizes available to be won will diminish as they are awarded.

For All Prizes: Terms and conditions of coupons apply. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize (or a component thereof) for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: One (1) Instant Win Game Prize per person; one (1) Contest Finalist Prize and one (1) Contest Grand Prize per person. Prizes will be fulfilled 8 – 10 weeks after the end of the Promotion.

Tuition Prizes:

Each tuition prize/educational grant amount is payable as tuition to cover up to three (3) consecutive years of private secondary school educations (Grades 6-12), and/or college or postsecondary vocational institution tuition, fees, books, supplies, equipment, and related educational expenses. Awards will be in

the form of a check distributed to the school (eligible under Title IV of the Higher Education Act of 1965 as amended) and located in the United States on behalf of the Winner's child/legal ward ("**Designee**"). Scholarship America will register the winners and track them annually until their child/legal ward is eligible to start using the awards, and winners are solely responsible for updating their contact information with Scholarship America, Inc. until their child is eligible to use the tuition prize.

All tuition/educational awards will be administered by Scholarship America, Inc. and are subject to the following and all other terms of these Official Rules. Awards are to be used for private secondary school (Grades 6-12), and/or postsecondary education expenses at an accredited secondary school, two- or four-year college, technical school, vocational school, or master or doctorate degree program in the United States. Checks for the full amount will be sent to the institution designated by the Winners. Payments applied to educational loans will be payable to the loan servicing company for the student. (Award may be considered taxable and Form 1099-Miscellaneous Income will be issued.)

Awards may be used for current educational expenses until the expiration date of December 31, 2040 (the "Expiration Date") or until a degree is earned, whichever occurs first. Following completion of a degree program, the Winner may opt to continue to pursue another degree level until the award expires. At the request of the recipient (i.e., the initial tuition award winner), he/she may designate that the tuition award proceeds be held at Scholarship America, Inc. on account for another person (Designee) to be used for eligible education purposes as provided herein.

Upon notification as an initial winner, the initial winner must identify their child/legal ward between the ages of five (5) and twelve (12) years old at the time of entry (see Section 1) to be the Designee, and must notify Scholarship America, Inc. of his/her intent to gift the award proceeds to the Designee. Scholarship America, Inc. will set aside the funds until such time as the initial winner or Designee notifies Scholarship America, Inc. that the Designee is ready to use the funds for eligible education-related expenses. The tuition award proceeds shall be transferred one (1) time only from the initial tuition award winner to the Designee. The initial tuition award winner must supply the following identifying information about the Designee: name, address, phone number, date of birth, relationship, and secondary or postsecondary school information (if known at such time). Scholarship America, Inc. shall not transfer the tuition award proceeds to the Designee until such time as the identifying information is verified by the Designee and to the satisfaction of Scholarship America, Inc. The initial tuition award winner shall be responsible for completing and filing the required Gift Tax Forms with the Internal Revenue Service. There may be a tax liability to the winner and the winner should consult with a tax expert before making this decision. Any tax liability will be the responsibility of the winner.

Awards may be used for current educational expenses until the expiration date of December 31, 2040 (the "Expiration Date") or until a degree is earned, whichever occurs first. Following completion of a degree program, the Designee may opt to continue to pursue another degree level until the award expires.

A letter to the recipients will be drafted by Scholarship America, Inc. to accompany the initial contact made by Scholarship America Inc. to the winners explaining the options available and advising them to seek outside tax advice.

ANY FUNDS NOT USED BY THE EXPIRATION DATE WILL BE FORFEITED AND RETURNED TO SPONSOR.

11. Release: By participating, each entrant agrees to release and hold harmless the Sponsor, Administrator, and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.

12. Publicity Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, photo, Submission, and/or prize information in connection with the Promotion for promotional, advertising or other purposes, worldwide,

in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

13. Ownership of Submission: Each Contest winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Each Contest winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Each Contest winner will indemnify Sponsor, Released Parties, and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

14. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion if any fraud, technical failures, human error, any other factor impairs the integrity or proper functioning of the Promotion, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Promotion, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winner(s) from among all non-suspect, eligible Entries received up to time of such action using the judging procedure outlined above. Sponsor may also modify the prizes offered. In addition, Sponsor reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated entries. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

15. Limitations of Liability: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Submission process or the Promotion; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Promotion, the uploading, the processing or judging of Submissions or votes or the tabulating of votes, the announcement of the prizes or in any Promotion-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize. Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third-party use of any Submission. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Instant Win Game, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

16. Disputes: Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby

waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

17. Entrant's Personal Information: Information collected from entrant is subject to Sponsor's Privacy Policy <https://www.keurig.com/content/privacy-policy?showContentOnly=1>.

18. Winner List: For a winner list, visit <https://bit.ly/33LOxyJ>. The winner list will be posted after winner confirmation is complete.

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