

2022 CHEERWINE UNIQUELY SOUTHERN SUMMER CONTEST - OFFICIAL RULES

The Cheerwine Uniquely Southern Summer Contest (the "Contest") is offered by Carolina Beverage Corporation, ("Cheerwine") and is administered by The Padgett Smith Project ("Administrators"). Carolina Beverage Corporation hereinafter will be referred to as the "Contest Sponsor".

NO PURCHASE NECESSARY TO PLAY.

General Contest Information: You may enter the Contest on:

- a) Facebook by visiting www.facebook.com/cheerwine
- b) Instagram by visiting www.instagram.com/drinkcheerwine
- c) Twitter by visiting www.twitter.com/drinkcheerwine;
- d) Uploading receipts by visiting <https://cheerwine.com/contest/>
- e) Entering bonus codes by visiting <https://cheerwine.com/contest/>

IMPORTANT: See Rule 3) HOW TO PLAY below for full details on entering the contest.

The Contest is in no way sponsored, endorsed, or administered by, or associated with Facebook, Instagram, or Twitter. No purchase is necessary for the Contest (see Rule 3, below). Making a purchase will not increase your chances of winning. Once entered you have a chance to win the prizes as described in Rule 5 below.

Any questions, concerns or comments regarding the Contest can be forwarded by email to contestmaster@cheerwinesocialcontest.com or by sending a self-addressed, stamped envelope to "Cheerwine Contest, 600 Main Street, #300, Tonawanda, NY 14151-0888.

1) CONTEST DATES: The Contest begins at 9:00:00 AM Eastern Daylight Time ("ET") on May 30, 2022 (the "Contest Start Date") and is scheduled to end at 11:59:59 PM Eastern Daylight Time ("ET") on July 31, 2022 (the "Contest End Date"). The period from the Contest Start Date through the Contest End Date is known as the "Contest Period".

2) WHO CAN PLAY: The Contest is open only to individuals who are legal residents of the contiguous United States of America except for the states of California, New York, and Rhode Island (the "Contest Area"), who have reached the age of thirteen (13) years, as of the Contest Start Date, in the state in which they reside. Corporate or business accounts are not allowed. Contest participants under the age of majority in the state in which they reside are not eligible to win prizes in the Contest. If you are under the age of majority, you must have a parent or legal guardian accept the prize on your behalf. See Rule 6 for details on claiming prizes. Employees and immediate family members (living in the same household) of the Contest Sponsor, its affiliates and agents, contractors, and the Administrators, are not eligible to enter or win prizes. The Contest is void outside of the Contest Area and where otherwise prohibited or restricted by law.

3) HOW TO PLAY: There are three (3) ways to enter the Contest for chances to win: A) Through your social media accounts; B) By uploading a valid receipt showing purchase of any Cheerwine product at <https://cheerwine.com/contest/> or C) By entering a valid Bonus Code at <https://cheerwine.com/contest/>. There will be one winner each week for each entry method, selected from all eligible entries for that entry method. The grand prize winner will be selected from all eligible entries across all entry methods following the Contest End Date.

- A) SOCIAL MEDIA POSTS:** To enter the Contest through your social media accounts, you must have a registered account with Facebook, Instagram or Twitter which you may obtain for free at www.facebook.com, www.instagram.com or www.twitter.com ("social media channel(s)"). Each valid social media post (see details below) will be eligible to win one of the Weekly Prizes and will generate three (3) automatic ballot entries for the Grand Prize (see Rules 5 B) and 5C) below).

To Participate on Facebook: With a registered Facebook account, visit <https://www.facebook.com/cheerwine> during the Contest Period and create a public image post or video ("post") on the Cheerwine Facebook timeline, that shows how you are "Sharing the Cheer" this summer with Cheerwine and include #CheerwineSummer. Post photos or videos must include an image of Cheerwine or the Cheerwine logo or brand with your comment. Photos or videos must be original and may only be used

once during contest period. Photoshopped or duplicated images or videos will not be eligible. Contest Sponsor reserves the right to disqualify your photo, video, or entry at any time.

To Participate on Instagram: With a registered Instagram account, during the Contest Period, create a public post with #CheerwineSummer that shows how you are “Sharing the Cheer” this summer with Cheerwine. Post must include an image of Cheerwine or the Cheerwine logo or brand with your comment. Post must be original and may only be used once during the contest period. Photoshopped or duplicated images or videos will not be eligible. Contest Sponsor reserves the right to disqualify your photo, video, or entry at any time.

To Participate on Twitter: With a registered Twitter account, create a public post and include a photo, during the Contest Period, with #CheerwineSummer that shows how you are “Sharing the Cheer” this summer with Cheerwine. Post photos must include an image of Cheerwine or the Cheerwine logo or brand with your comment. Photos must be original and may only be used once during contest period. Photoshopped or duplicated images will not be eligible. Contest Sponsor reserves the right to disqualify your photo or entry at any time.

Posts must be submitted pursuant to the (a) Content Restrictions (as set forth in the Content Restrictions section below), and (b) Facebook Terms and Community Standards available at www.facebook.com. By successfully posting, as directed, a photo and comment or video that remains posted through the Contest End Date you will receive three (3) ballot entries in the Contest (“eligible entry or entries”). Comments hidden or removed from the Contest post prior to the Contest End Date will be void. All eligible entries received from all social media channels will be combined and the Contest Sponsor or Administrators and / or their Agents (“Administrators”) will select from among all eligible entries received during the Contest Period to award the prizes as outlined in Rule 5 below.

Terms of Submission: Social accounts must relate to a single individual. The individual in whose name the account is registered to, shall be considered the entrant. You may only submit one (1) eligible entry per person, per day, per social media channel. Each entry must be unique and original and not a duplication of a prior entry.

Rights Granted by you: By entering the Contest, you agree that: (a) the Administrators, Contest Sponsor, and their respective licensees, successors and assigns will have the right to use all or a part of your entry, your name and address (city and state), anywhere in the world and in perpetuity, for future advertising, trade, promotion and publicity in any manner and in any medium now known or hereafter devised, without compensation and without notice to you and without consideration, review or approval from you; and (b) You agree that you will not now, nor in the future, be paid for your entry or for granting the Administrators or Contest Sponsor any of the rights set out in these Rules.

Content Restrictions: Entrants must not include any of the following content (the "Content Restrictions") in any entry: (a) pornography, adult-oriented content or any other sexually-explicit material; (b) materials relating to lotteries or gambling; (c) explicit language or content, images of violence, or promotion of illegal activities; (d) content in violation of intellectual property rights or laws; (e) libelous, defamatory, disparaging, tortious or slanderous materials; (f) content that denigrates, disparages or reflects negatively on the Social Entities, their owners and employees; (g) tobacco, alcohol or drugs; (h) dangerous stunts; (i) real weapons of any kind including, but not limited to, guns, knives or projectiles; (j) material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any other basis protected by federal, state or local law, ordinance, or regulation; (k) individuals under legal age of majority without providing a signed release from parent or legal guardian; (l) audio and/or visual content owned by any third party (e.g., recorded music; pre-produced video, etc.); and (m) material that is unlawful, or otherwise in violation of or contrary to the laws or regulations in any state where the entry is created. Any entry that does not comply with the foregoing, in the sole discretion of Sponsor, will be disqualified and eliminated from consideration.

Your Representations and Warranties for Social Post Entry: By entering the Contest through your social media accounts, you represent and warrant that:

- a) Your entry, in its entirety, is an original work by you and you have not included third party content in or in connection with your entry without permission.
- b) Your entry will not cause injury or damage to any other person relying upon any instructions contained in your entry.
- c) Your entry, the use thereof by the Contest Administrators, or the exercise by the Contest Sponsor or Administrators of any of the rights granted by you under these Official Rules, does not and will not infringe or violate any rights of any third party or entity, including, without limitation, patent, copyright, trademark, trade secret, defamation, privacy, publicity, false light, misappropriation, confidentiality, or any contractual or other rights.
- d) You have all the rights, licenses, permissions, and consents necessary to submit the entry and to grant all the rights that you have granted under these Contest Rules.
- e) All persons who were engaged by you to work on the entry or have contributed to the entry have:
 - (i) Given you their written consent to submit the entry without claims for payment of any kind; and
 - (ii) Provided written permission to include their name in or with your entry (or if a minor who is not your child, you must have the permission of their parent or legal guardian) and you may be asked by the Contest Administrators to provide such permission in writing to the Contest Administrators; and
 - (iii) You have read, understood, accept and agree to be bound by these Official Rules and by the Contest Sponsor's privacy terms as set out at <https://cheerwine.com/privacy/> and understand that they may be amended from time to time.

B) UPLOAD RECEIPT: Throughout the Contest Period only, customers are invited to upload an image of their valid purchase receipts showing purchase of any Cheerwine product. Each valid receipt uploaded will generate five (5) automatic ballot entries into the Weekly and Grand Prize Drawings. Valid purchase receipts must include proof of purchase made during the Contest period. Go to <https://cheerwine.com/contest/> and follow the instructions to upload your receipt. **All receipts must be uploaded by July 31, 2022, at 11:59 pm ET.**

NO PURCHASE NECESSARY ENTRY: You can obtain five (5) entries into the Contest without making a purchase by sending a 3" x 5" card legibly printed together with your name, your email address, your mailing address, and your phone number to "Cheerwine 2022 Summer Contest Entry Request", 600 Main Street, #300, Tonawanda, NY 14151-0888. Requests must be received by July 31, 2022. Limit one request per day; one request per outer mailing envelope. No mechanically reproduced or computer-generated requests allowed. Your eligible entries will be included in the Weekly and Grand Prize Drawings held after receipt of your request, for the Upload Receipt Contest Sweepstakes drawings only. Requests will not be returned. You will only be contacted if you are drawn as a potential winner.

C) BONUS CODES: Throughout the Contest Period, Contest Sponsor, Prize Partners, and other affiliates may offer Bonus Codes through a variety of communication channels including, but not limited to Facebook, Instagram and Twitter. Customers are invited to enter Bonus Codes at <https://cheerwine.com/contest/>. Each valid Bonus Code entry will generate one (1) automatic ballot entry into the Weekly and Grand Prize Drawings. Bonus Codes can only be entered once per registered email address.

4) CHEERWINE SAVINGS COUPONS: When customers submit a valid post (using #CheerwineSummer as described in Rule 3A above); upload a valid purchase receipt (as described in Rule 3B, above), or enter a valid bonus code (as described in Rule 3C) above, they will receive a Cheerwine Savings Coupon ("digital print-at-home coupon") valued at \$1.00 off any package of Cheerwine or Cheerwine Zero Sugar redeemable at participating retail stores. Limit two (2) digital coupons per entrant per month for the Contest Period. Valid social media post entries will receive a DM (direct message) with a link to download their coupon. Valid purchase receipt entries and bonus code entries will receive an email with a "thank you for entering" message and a link to download their coupon.

5) WINNER SELECTION AND CONTEST PRIZES:

A) WINNER SELECTION: There are two (2) ways that winners will be selected:

- i) Best Social Media Posts** – Submit a valid post using #CheerwineSummer as described in Rule 3A above for

entry in the Contest. Contest Sponsor will nominate a selection committee of not fewer than three (3) Prize Contest judges (“judges”) who will select, in their opinion, the best eligible entry for one (1) of the three weekly prizes, as noted in Table 1 below. Criteria for selection will include, but is not limited to, the entries that are most visually appealing, the uniqueness of the entry and the clarity and impact of the original Cheerwine imagery, depicting how you are “Sharing the Cheer” this summer with Cheerwine. The decision of the judges will be final. Non-winning entries will be combined with all other entries and will be eligible for the Grand Prize Drawing.

ii) Contest Sweepstakes Drawings - Once you have successfully entered the Contest, using any of the methods described in Rule 3B) or 3C) above, your ballot(s) will be eligible to win Weekly and Grand Prizes as described below. One (1) of the three weekly prizes, as noted in Table 1 below, will be awarded from among all eligible entries received because of valid purchase receipt uploads and no purchase requests combined and one (1) of the three weekly prizes will be awarded from among eligible bonus code entries. Administrator will conduct random drawings at their offices in Charleston, SC following the schedule as detailed in Table 1, below. All eligible, non-winning entries will automatically carry forward to all subsequent drawings. The Administrators computers will be the official timeclock for the promotion. Limit one prize per person, per household, per email address.

B) WEEKLY PRIZES: There will be a total of twenty-seven (27) Weekly Prizes awarded (three (3) per week) throughout the Contest Period. See Table 1 below for a listing of all prizes, approximate retail values (“ARV”) and prize winner selection dates. Potential prize winners will be selected from among all eligible entries received prior to each selection date.

Table 1: Weekly Contest Prizes and Drawing Dates:

| Prize Description (Details below) | ARV Each Prize | Available to be Won | Prize Winner Selection Dates - all dates are in 2022 |
|--|----------------|---------------------|--|
| Cheerwine for a Year! | \$266.00 | 3 | June 9, selected from valid entries received through 11:59 PM ET on June 5 |
| Sunny Siders Summer Bundle | \$214.00 | 3 | June 16, selected from valid entries received through 11:59 PM ET on June 12 |
| QuikTrip - \$250 Gift Card | \$264.00 | 3 | June 23, selected from valid entries received through 11:59 PM ET on June 19 |
| BBQ’s Best Friend – Carolina Road Trip | \$339.00 | 3 | June 30, selected from valid entries received through 11:59 PM ET on June 26 |
| Blackstone Cheermaster Bundle | \$388.00 | 3 | July 7, selected from valid entries received through 11:59 PM ET on July 3 |
| Bojangles \$250 Gift Card | \$264.00 | 3 | July 14, selected from valid entries received through 11:59 PM ET on July 10 |
| Baking with Cheerwine | \$200.00 | 3 | July 21, selected from valid entries received through 11:59 PM ET on July 17 |
| Omega Sports Bundle | \$329.00 | 3 | July 28 selected from valid entries received through 11:59 PM ET on July 24 |
| Cheerwine Summertime Snackage Package | \$200.00 | 3 | August 4 selected from valid entries received through 11:59 PM ET on July 31 |
| TOTAL WEEKLY PRIZES | | 27 | |

For each week, three (3) Prize winner selections will be chosen to receive prizes as follows: The first prize each week will be awarded for the best Social Media Post. The second prize will be awarded from random drawing from among

all ballots generated from correct and eligible Receipt Upload entries. The third prize will be awarded from random drawing from among all ballots generated from eligible Bonus Code entries. (See Rule 5A above for details.)

ADDITIONAL WEEKLY CONTEST PRIZE INFORMATION:

Cheerwine for a Year! prize consists of 24 Cheerwine 12-pack Coupons, two Cheerwine Beach Towels, one Cheerwine Soft Cooler, two Cheerwine Coozies, and two Cheerwine hats. **Sunny Siders Summer Bundle** prize consists of two pairs of Nectar Sunglasses + Sperry gift card for one pair of shoes (up to \$120) and two Cheerwine 12-pack coupons. **QuikTrip \$250 Gift Card** prize includes two Cheerwine 12-pack coupons. **BBQ's Best Friend – Carolina's Road Trip!** Prize consists of thirteen (13) - \$25 gift cards to Cheerwine partner BBQ Restaurants across NC and SC and two Cheerwine 12-pack coupons. **Blackstone Cheermaster Bundle** prize consists of Blackstone 22" Griddle with Hard Cover and Carry Bag, Bright Leaf Classic Gift Bag by Carolina Packers, Cackalacky Cookout Trio of Sauces and two Cheerwine 12-pack coupons. **\$250 Bojangles Gift Card** prize includes two Cheerwine 12-pack coupons. **Baking with Cheerwine** prize includes 2nd generation Google Nest Hub display, two bottles Cheerwine Syrup, two Cheerwine Glass Tumblers, Baking Set (includes: Ceramic non-stick brownie pan in red, silicone donut mold in red, Silicone Wire Whisk in red, Silicone Spoonula in red, and Cheerwine Oven Mitt) Cheerwine Recipe Cards, and two Cheerwine 12-pack coupons. **Omega Sports Bundle** prize consists of \$200 Omega Sports Gift Card, Freestyle Red Rocker Chair, Yeti Rambler and two Cheerwine 12-pack coupons. **Cheerwine Summertime Snackage Package** prize includes UTZ Limited Edition 100 Year Tin full of snacks and merchandise; 6 boxes of assorted Dewey's Cookies, one Cheerwine Soft Cooler, two Cheerwine Beach Towels, two Cheerwine Coozies, and two Cheerwine 12-pack coupons.

C) GRAND PRIZE – THE WHOLE CABOODLE: There will be a one (1) Grand Prize drawn on August 18, 2022. Grand Prize consists of one (1) each of all the merchandise items included in the weekly prizes as noted above plus twenty-four (24) Cheerwine 12-pack coupons. See Table 1 above for a listing of all weekly prizes. Total approximate retail value of Grand Prize - The Whole Caboodle is \$2,352. All eligible entries received by any method throughout the Contest will be combined and the potential prize winner will be selected from among all eligible entries received.

For all Gift Card prizes, certain conditions may apply – see the card for details. No cash or substitution, in whole or in part, is allowed for any prize except as determined by Contest Sponsor. Contest Sponsor may substitute a prize of equal or greater value should the advertised prize become unavailable. No compensation or substitute is offered for any portion of the prize not claimed or utilized; any portion of the prize not utilized, and its corresponding value will be forfeited. Prizes may not be exactly as shown in the contest publicity or promotional materials. Any costs and expenses for any prize, not expressly detailed herein, are the sole responsibility of the winner. All tax liability on all prizes is solely the responsibility of the winner.

6) NOTIFICATION AND REDEMPTION: If you have been chosen as a potential winner for any of the prizes as described above, the Contest Sponsor and / or their Agents will contact you via private message through the social media application, email, or other contact information you provided to the Contest Sponsor. If the selected potential winner does not respond to the Contest Sponsor's or Administrators' notification within seven (7) days of the prize selection, and if the Contest Sponsor or Administrators has made two (2) separate contact attempts, the potential winner will be disqualified, and a new potential winner may be selected from among the remaining eligible entries.

As a condition of awarding any Contest prize, winner must sign and return, within five (5) days of receipt, the Contest Sponsor's Release Form confirming his/her compliance with these Official Rules and releasing the Contest Sponsor and Administrators, each of their respective affiliates, subsidiaries, advertising and promotional agencies, and the directors, officers, partners, dealers, employees and agents of each of the foregoing, from and against any and all liability arising from or in connection with participation in the Contest or the acceptance, possession or use/misuse of the prize (or any portion thereof). The winner must also provide proof of identity to a valid representative of the Contest Sponsor or Administrators. If a potential winner fails to return the required documents and provide proof of identity in accordance with these Rules or is found to have violated the rules of the Contest in any way, or if any prize or prize notification from the Contest Sponsor is returned as undeliverable, the potential winner will be disqualified and will be deemed to have forfeited the prize in question. In the case of forfeit, the Contest Sponsor may hold a random drawing to select an alternate prize winner.

You are not a winner until your submission or online claim has been verified and your eligibility confirmed by the Administrator. Once verified, prizes will be shipped prepaid to winner's valid disclosed address. Some weekly prize packs may involve multiple shipments from different locations. Allow approximately four (4) to six (6) weeks for shipment of prizes following verification.

Subject to verification of eligibility and compliance with the terms of these Official Rules, the potential winners will be declared the official winners of the Contest. If you are under the age of majority, you must have a parent or legal guardian accept the prize on your behalf. Prize winners will be randomly drawn from among all eligible entries received at the offices of the Administrator or their Agents. Limit one winner per household.

7) ODDS: For Social Media Post prizes, winners are selected by committee. Odds of winning any prize in the Contest Sweepstakes drawings, including the Grand Prize, is dependent upon the number of eligible entries received prior to any prize selection.

8) LIST OF WINNERS/COPY OF RULES: The name of the prize winners and a copy of the complete Official Rules are available by sending a self-addressed, stamped envelope to "Cheerwine Contest, 600 Main Street, #300, Tonawanda, NY 14151-0888. Please specify "Rules" and/or "Winners' List" with your request. Vermont residents may omit return postage.

9) PUBLICITY: Acceptance of a prize constitutes permission for the Contest Sponsor and Social Entities, to use the winner's name, likeness, voice and/or comments for advertising, trade, or promotional purposes worldwide in commerce and in any media without limitation or additional compensation unless prohibited by law. The name of the Contest prize winner may be published in the Contest Sponsor's media following verification of prize winner.

10) RESTRICTIONS: The following are prohibited and will result in automatic disqualification from the Contest: (1) using any method that artificially increases odds of winning; (2) non-compliance with these Official Rules; and (3) any other act which the Contest Sponsor determines in its sole discretion, jeopardizes the integrity or proper conduct of the Contest.

11) PRIVACY: Contest Sponsor will be collecting personal data about you for the administration of the Contest and for purposes of internal market research. No such personal data will be transferred or sold to any third party except in the following circumstances:

- when you give us permission to do so;
- when, in good faith, we believe the law requires disclosure;
- to affiliated companies, provided that our affiliated companies and their agents and advisors and their respective employees are restricted from using the information for any other purpose other than as described in these Official Rules; and
- to our respective agents for data processing purposes, our respective professional advisors and promotional and marketing agencies, provided that such agents, professional advisors and promotional and marketing agencies are restricted from using the information for any purpose other than as described in these Official Rules.

Contest Sponsor may match aggregated, statistical use information to parameters established by third parties, without releasing user information. This information will not contain any personally identifiable information. Contest Sponsor may share aggregate information with trading partners, co-branded sites, participating sponsors, and advertisers; however, this aggregated information will not contain personally identifiable information.

12) GENERAL TERMS AND CONDITIONS: Participation in the Contest constitutes the entrant's ("you" or "your") full and unconditional agreement to and acceptance of these Official Rules including the decisions of the Contest Sponsor, which are final with respect to all matters relating to the Contest. This Contest is void outside the jurisdictions specified in these Rules and where prohibited by law and is subject to all applicable federal, state, and local laws and regulations. The Contest Sponsor reserves the right to terminate or withdraw the Contest or to amend these Official Rules at any time, without prior notice. Unless otherwise noted, all taxes, fees and all other expenses and surcharges on prizes, if any, are the sole responsibility of the prize winner, except as provided herein. The Contest Sponsor and Social Entities make no representations or warranties regarding any awarded prize. By participating in the Contest, each entrant agrees to release and hold the Contest Sponsor, any Prize suppliers, Administrators, Facebook, Instagram and Twitter and each of their respective parent companies, affiliates, subsidiaries, advertising, promotion, fulfillment agencies, legal advisors and each of their respective employees, officers, directors, shareholders and agents (collectively the "Released Parties"), harmless

from any and all losses, damages, rights, claims and actions of any kind arising from or in connection with participation in the Contest or resulting from acceptance, possession, or use/misuse of any prize or participation in prize-related activities, including without limitation, any loss, personal injury, death, property damage, and claims based on publicity rights, defamation, or invasion of privacy.

All entries and prize claims received become the property of the Contest Sponsor and will not be returned. Released Parties are not responsible for any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from an entrant's participation in the Contest.

The Released Parties are not responsible for lost, late, damaged, misdirected, illegible, postage-due, or incomplete entries, requests, or prize claims. The Released Parties are further not responsible for: (i) electronic transmissions or entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, or misdirected; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation of transmission, communication failures, destruction or unauthorized access to, or alteration of, entries; (iii) failed or unavailable hardware, network, software or telephone transmissions, damage to entrant's or any person's computer and/or its contents, or causes beyond Contest Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of the Contest; (iv) any entries submitted in a manner that is not expressly allowed under these rules; or (v) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Contest. All incomplete or non-conforming entries will be disqualified. If for any reason the Contest cannot be executed as planned, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Contest Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Contest, or if the Contest is compromised or becomes technically corrupted in any way, electronically or otherwise, Contest Sponsors and/or Administrators reserve the right to terminate the Contest.

All properly claimed prizes will be awarded. The ARV of all available prizes is \$9,744.00.

Contest Sponsor: Carolina Beverage Corporation, Salisbury, NC 28146.

Contest Administrators: The Padgett Smith Project, Charleston, SC 29422.