

KOOL WINNINGS INSTANT WIN PROGRAM
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.**

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

The Kool Winnings Instant Win Program (referred to as "Kool Winnings" in adult consumer-facing materials) (the "Game"), is sponsored by ITG Brands, LLC ("Sponsor"), 714 Green Valley Road, Greensboro, NC 27408, and is administered by Arrowhead Promotion & Fulfillment Co., Inc., ("Administrator"), 1105 SE 8th Street, Grand Rapids, MN 55744.

- 1. PROMOTION PERIOD:** The Game begins on February 1, 2023 at 12:00 PM (noon) Eastern Time ("ET") and ends on March 31, 2023 at 11:59:59 PM ET ("Promotion Period"). The Administrator's computer is the Game's official clock.
- 2. ELIGIBILITY: THE GAME IS OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES (EXCLUDING RESIDENTS OF MASSACHUSETTS AND MICHIGAN) AND THE DISTRICT OF COLUMBIA WHO ARE SMOKERS TWENTY-ONE (21) YEARS OF AGE OR OLDER AND REGISTERED MEMBERS OF WWW.KOOL.COM (THE "WEBSITE") WITH A KOOL LOYALTY REWARDS PROGRAM ACCOUNT AT THE TIME OF ENTRY ("ELIGIBLE ENTRANTS"). NO PURCHASE IS NECESSARY TO REGISTER ON THE WEBSITE; FOR INSTRUCTIONS ON HOW TO REGISTER, SEE SECTION 3 BELOW.** Employees, officers, directors, representatives, and agents of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Promotion Entities") and each of their immediate family members (*e.g.*, spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All applicable federal, state and local laws and regulations apply. **VOID IN MASSACHUSETTS, MICHIGAN, AND WHERE PROHIBITED OR RESTRICTED BY LAW.**

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

- 3. HOW TO PLAY:** An entrant must be a registered member on the Website and must have a KOOL Loyalty Rewards Program account ("Account") to participate in the Game. To become a registered member on the Website, you may register for free by visiting the Website, selecting "New Here?," and following the registration directions which includes age verification through a third-party data source. To set up an Account visit [the Website](#) and click on the KOOLCOIN Rewards program tab in the menu bar. Then follow the links and

instructions to agree to the terms and conditions. To play the Game, click on the “SPIN TO PLAY” button to spin the wheel to activate the Game during the Promotion Period (“Instant Win Play”). After the Instant Win Play, the Eligible Entrant will receive notification on the Website screen as to whether he/she is a potential winner (“Notification”). Each Eligible Entrant who receives a winning Notification will be deemed a potential winner subject to verification of the entrant’s eligibility and compliance with these Official Rules, as determined by Sponsor in its sole discretion. An Eligible Entrant is not a winner of any prize, even if the Notification should so indicate, unless and until entrant’s eligibility and the potential winning Instant Win Play have been verified and Eligible 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 Instant Win Play that occurs after the system has failed for any reason is deemed a defective play, is void, and will not be honored. If an Eligible Entrant chooses to play the Game via a smartphone, iPad, or tablet (which is not necessary to play the Game), standard carrier-specific wireless rates and all applicable taxes apply depending upon the Eligible Entrant’s wireless pricing plan. Other carrier-specific rates and applicable taxes may also apply in accordance with Eligible Entrant’s wireless customer agreements. Internet service providers’ and wireless carriers’ rate plans may vary, and Eligible Entrants should contact their service provider for more information on rate plans and other charges that may apply to their use of the service.

LIMIT: One (1) Instant Win Play per Eligible Entrant per day during the Promotion Period. A “day” is defined as starting at 12:00 AM (midnight) ET and ending at 11:59:59 PM ET on each calendar day during the Promotion Period.

If an Eligible Entrant fails to execute an Instant Win Play on a given day for any reason, such Eligible Entrant forfeits such Instant Win Play for that day. A given Eligible Entrant’s Instant Win Play for one (1) day cannot be saved or combined with such Eligible Entrant’s Instant Win Play for any other day; each day’s Instant Win Play, if offered, by a given Eligible Entrant, is a separate and independent event. Different Eligible Entrants cannot combine their Instant Win Plays in any way. Use of computer programs and other automatic means to submit an Instant Win Play more than once per day is prohibited. Any attempt by any person to submit more than one (1) Instant Win Play per day using multiple/different registrations or any other methods will void all of that person’s Instant Win Plays. Instant Win Plays that are incomplete, lost, late, misdirected, garbled, or improperly received for any reason, including by reason of hardware, software, browser or network failure, malfunction, congestion, or incompatibility at Sponsor’s servers or elsewhere, are not eligible. Regardless of what appears on the screen for Eligible Entrants, the decisions of Sponsor and the Administrator as to whether a given Instant Win Play yields one (1) entry are final and binding in all respects.

- 4. PRIZE LEVELS, ODDS OF WINNING, AND APPROXIMATE RETAIL VALUE (“ARV”):** The following Instant Win Game prizes are available during the Promotion Period (“Instant Win Game Prizes”):

Level	Number of Winners/Quantity	Instant Win Game Prize Description	ARV (each)	Prize Award Method
Grand prize	1	\$10,000	\$10,000	Check
First prizes	200	\$100	\$100	Digital/Physical Prepaid Reward Card
Second prizes	1,000	\$25	\$25	Digital Prepaid Reward Card

Total ARV: The total ARV of all available prizes in the Promotion is \$55,000.

Odds of Winning/Limit: The odds of winning an Instant Win Game Prize depend on whether or not the Instant Win Play corresponds with a randomly preselected winning time of day. Instant Win Game Prizes will be made available at random times throughout the Promotion Period. To be a potential winner of an Instant Win Game Prize, an Eligible Entrant's Instant Win Play must occur closest to a pre-determined time as determined by Sponsor and/or Administrator. If an Instant Win Play does not occur at the exact randomly predetermined winning time, then the next Eligible Entrant's Instant Win Play to occur after that time will be deemed a potential winner. The number of Instant Win Game Prizes available to be won will decrease during the Promotion Period as Instant Win Game Prizes are awarded and claimed.

LIMIT: One (1) Instant Win Game Prize per Level for each Eligible Entrant during the Promotion Period. Subsequent Instant Win Plays by a winner of an Instant Win Game Prize for each Level independently is not eligible to win another Instant Win Game Prize in that Level.

- 5. HOW TO CLAIM A PRIZE:** All Eligible Entrants who receive a winning Notification are subject to verification of eligibility and compliance with these Official Rules. If any potential winner is disqualified, determined to be ineligible or found not to be in compliance with these Official Rules, or, if any Instant Win Game Prize is unclaimed, the Instant Win Game Prize will be forfeited and, that Instant Win Game Prize will not be awarded. Each potential winner will receive a Notification on screen and via e-mail after the completion of a winning Instant Win Play. Each potential grand prize winner will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and submit a copy of a valid government-issued photo identification document ("Required Documents") within ten (10) business days after grand prize notification is received in order to claim his/her prize or the grand prize may be forfeited in its entirety and awarded to an alternate winner, at the Sponsor's sole and absolute discretion. After verification, the grand prize winners will be contacted by Administrator to make arrangements to receive the grand prize. Each grand prize winner will receive a check in the amount of \$10,000 which will be shipped within four (4) weeks from Sponsor's receipt of the Required Documents.

First and second prize notifications will be delivered via email with instructions for claiming the Prepaid Mastercard® from domain “@apfmailer.com”. Use your card everywhere Mastercard is accepted in the U.S. Your use of the prepaid card is governed by the Cardholder Agreement, and some fees may apply. This is not a gift card. Please note that prepaid cards are subject to expiration, so pay close attention to the expiration date of the card. Card is issued by MetaBank®, N.A., Member FDIC, pursuant to a license from Mastercard International Incorporated. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated. No cash access or recurring payments. Can be used everywhere Mastercard debit cards are accepted. Card valid for up to six (6) months; unused funds will forfeit after the valid thru date. Card terms and conditions apply.

If a prize is forfeited, the prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible non-winning Instant Win Plays, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded. Any portion of a prize not accepted by a winner will be forfeited. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for his/her prize. Sponsor will issue an IRS Form 1099-MISC for each grand prize winner. All other costs and expenses not expressly set forth herein shall be each winner’s sole responsibility. Instant Win Game Prizes are not transferable. No prize substitution. Sponsor reserves the right to substitute an Instant Win Game Prize for one of equal or greater value if the designated prize should become unavailable for any reason.

If a potential winner cannot be contacted or fails to provide any requested information within the required time period (if applicable), or if a prize-winning notification letter or prize is returned as undeliverable or if a potential winner is found to be ineligible or otherwise not in compliance with these Official Rules, that Instant Win Game Prize will be forfeited. Sponsor reserves the right to award fewer than the stated number of Instant Win Game Prizes in the event it is unable to confirm winners for all the Instant Win Game Prizes within the Promotion Period for any reason, in its sole discretion. Sponsor is not responsible for any change of email address, mailing address, and/or telephone number of Eligible Entrants. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded.

- 6. LIMITATION OF LIABILITY:** By participating in this Game, Eligible Entrants agree that the Promotion Entities and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, webmasters and their respective officers, directors, employees, representatives, designees and agents (“Released Parties”) are not responsible for lost, late, incomplete, stolen, misdirected, postage due, or undeliverable e-mail notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/Website/use net accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of registration information; or the failure

to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any Website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Game and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Website or any Game-related website(s). The Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Game and/or accepting or using a prize. The Released Parties shall not be responsible or liable for Instant Win Plays that are entered by any automated computer, program, mechanism or device, for any Instant Win Plays in excess of the stated limit or for Instant Win Plays that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such Instant Win Plays may, in Sponsor's sole discretion, be disqualified.

If, for any reason, the Game is not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Game and/or proceed with the Game, including the selection of winners in a manner it deems fair and reasonable including the selection of the winners from among eligible Instant Win Plays received prior to such cancellation, termination, modification or suspension. In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winners. If, for any reason, including but not limited to, an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more prizes are claimed than are intended to be awarded according to these Official Rules, the intended prizes will be awarded in a random drawing from among all verified prize claims received.

By playing the Game, each Eligible Entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his or her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Game; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Game, including but not limited to any Game-related activity or element thereof, and the Eligible Entrant's Instant Win Plays, participation or inability to participate in the Game, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Official Rules or any Game materials, (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component

thereof), (e) any change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation or modification of the Game, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of any Instant Win Play (including, without limitation, the registration information or any parts thereof), (i) any technical malfunctions or unavailability of the Website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an Eligible Entrant, (j) interruption or inability to access the Game, the Website or any other Game-related websites or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to Eligible Entrant's (or any third person's) equipment used to access the Game and/or its contents related to or resulting from any part of the Game, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged Instant Win Plays, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (o) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof), or (p) the negligence or willful misconduct by Eligible Entrant.

Without limiting the foregoing, everything regarding this Game, including the Website and prize components, are provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages or exclusions of implied warranties, so some of the above limitations or exclusions may not apply. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

- 7. DISPUTES: IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NORTH CAROLINA. THE ARBITRATOR SHALL APPLY NORTH CAROLINA LAW CONSISTENT WITH THE FEDERAL ARBITRATION ACT AND APPLICABLE STATUTES OF LIMITATIONS, AND SHALL HONOR CLAIMS OF PRIVILEGE RECOGNIZED AT LAW. ALL PROCEEDINGS BROUGHT PURSUANT TO**

THIS PARAGRAPH WILL BE CONDUCTED IN GUILFORD COUNTY, NORTH CAROLINA. IF ANY PART OF THIS ARBITRATION PROVISION IS DEEMED TO BE INVALID, UNENFORCEABLE, OR ILLEGAL (OTHER THAN THAT CLAIMS WILL NOT BE ARBITRATED ON A CLASS OR REPRESENTATIVE BASIS), OR OTHERWISE CONFLICTS WITH THE RULES AND PROCEDURES ESTABLISHED BY JAMS, THEN THE BALANCE OF THIS ARBITRATION PROVISION SHALL REMAIN IN EFFECT AND SHALL BE CONSTRUED IN ACCORDANCE WITH ITS TERMS AS IF THE INVALID, UNENFORCEABLE, OR ILLEGAL OR CONFLICTING PROVISION WERE NOT CONTAINED HEREIN. IF, HOWEVER, THE PORTION THAT IS DEEMED INVALID, UNENFORCEABLE, OR ILLEGAL IS THAT CLAIMS WILL NOT BE ARBITRATED ON A CLASS OR REPRESENTATIVE BASIS, THEN THE ENTIRETY OF THIS ARBITRATION PROVISION SHALL BE NULL AND VOID, AND NEITHER CLAIMANT NOR SPONSOR SHALL BE ENTITLED TO ARBITRATE THEIR DISPUTE. UPON FILING A DEMAND FOR ARBITRATION, ALL PARTIES TO SUCH ARBITRATION SHALL HAVE THE RIGHT OF DISCOVERY, WHICH DISCOVERY SHALL BE COMPLETED WITHIN SIXTY (60) DAYS AFTER THE DEMAND FOR ARBITRATION IS MADE, UNLESS FURTHER EXTENDED BY MUTUAL AGREEMENT OF THE PARTIES. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR PROGRAM ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROGRAM PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

8. **PRIVACY:** Any personally identifiable information collected during an entrant's participation in the Sweepstakes will be collected by Administrator for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules and in accordance with Administrator's Privacy Policy as stated at <https://apfco.com/about/privacy.cfm>; such information may be provided to the Sweepstakes' Sponsor and will be governed by Sponsor's Privacy Policy <https://www.itgbrands.com/privacy-policy>.
9. **PUBLICITY RIGHTS:** By participating in the Game and/or accepting a prize, each Eligible Entrant agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use his or her name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, including but not limited to, the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.
10. **GENERAL:** Any attempted form of participation in this Game other than as described herein is void. If it is discovered or suspected in Sponsor's sole and absolute discretion that an Eligible

Entrant has registered or attempted to register more than once using multiple e-mail addresses, accounts, multiple identities, proxy servers or like methods, all of that Eligible Entrant's Instant Win Plays will be declared null and void, and that Eligible Entrant will be ineligible to win a prize. Also, if it is discovered that any Eligible Entrant attempts to receive additional Instant Win Plays in excess of the stated limitation, that Eligible Entrant may, in Sponsor's sole discretion, be disqualified from the Game. In the event of a dispute as to the identity of a winner, the winning Instant Win Play will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such Instant Win Play. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor and Administrator reserve the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Game, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Game. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Game will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS GAME IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. Sponsor's and/or Administrator's interpretation of these Official Rules is final and binding in all matters related to the Game. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All Instant Win Plays and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Game details contained in these Official Rules and Game details contained in any promotional materials (including but not limited to point of sale, print advertising, promotional packaging and other promotional media), the details of the Game as set forth in these Official Rules shall prevail.

- 11. WINNERS LIST:** For the names of the grand and first prize winners, interested individuals should mail a self-addressed stamped business envelope to: Winners' List, Kool Winnings Instant Win Program, P.O. Box 8077, Dept. S8857, Grand Rapids, MN 55745-8077. Winners' List requests must be received no later than April 30, 2023.

All trademarks, logos and brand names are the property of their respective owners. All company, product and service names used in this Game are for identification purposes only. Use of these names, trademarks and brands does not imply endorsement.

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