

OFFICIAL RULES FOR THE 2022 PUFFCO GLASS OPEN

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN

A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING

1. Promotion Description: The PUFFCO GLASS OPEN Contest (the “Contest”) begins on July 20, 2022, 10 a.m. PST and the period for entering the Contest ends on Nov. 29, 2022 at 9pm PST (the “Entry Period”). By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Puff Corp. (“Sponsor”), which shall be final and binding in all respects. Following the end of the Entry Period, voting on eligible submissions for Puffco Peak, Proxy and Cupsi Glass Attachments will be open. The top three submissions by votes cast will be declared winners, and winners will be notified by email on or around Nov. 28 and announced live to the public throughout that week. The winner will receive a Prize consisting of:

  - 1st place - \$10,000\*
  - 2nd place - \$5,000\*
  - 3rd place - \$2,500\*

*\*Subject to taxes.*
2. Eligibility: Only individuals over the age of twenty-one (21) years as of age who currently reside in the United States are eligible to enter. The Contest is void where prohibited.
3. How to Enter: Participants must submit eye level photographs with a black background and floor of the front, side, and back of the glass piece attached to the Puffco Peak base. Include a description, videos encouraged. Send to [GlassOpen@Puffco.com](mailto:GlassOpen@Puffco.com) within the Entry Period. By submitting an entry, you confirm that you have the right, including any required permission of individuals depicted in the photo and/or video, to publicly perform or display the video. You also confirm that you have the right to include in your photo and/or video, and to publicly perform or display, any music accompaniment in the video. All entries must be received during the Entry Period to be eligible. Sponsor is not responsible for late, lost, or misdirected entries that are not received in a timely manner, or are lost due to computer or electronic malfunction or other error, or due to inaccessibility of the Internet or portions thereof.
4. Additional Rules Relating to the Submission of Photo and/or Video: By submitting any photo and/or video or other content to the Contest, Participants hereby grant to Sponsor and its affiliates, subsidiaries, licensees and assigns, a worldwide, irrevocable, perpetual, and royalty-free right to use, reproduce, edit, display, transmit, prepare derivative works of, modify, publish and otherwise make use of the submitted photo and/or video in any and all media, whether now known or hereinafter created, throughout the world and for any purpose. In addition to other things, the rights granted to Sponsor include but is not limited to the right to censor, compress, edit, feature, caption, affix logos to, and to otherwise alter or make use of the submitted photo and/or video. In addition, by submitting any video to the Contest, Participants hereby represent and warrant that the submitted photo and/or video or information does not and shall not infringe on any copyright or other right of any third party, and Participant has the right to grant any and all rights and licenses granted to Sponsor herein, including but not limited to all necessary rights under copyright, free and clear of any claims or encumbrances. Sponsor may, but shall have no obligation to, post, display or otherwise make publicly available any content submitted by you, and may in its sole and unfettered discretion,

remove, edit, modify or delete any portion of the photo and/or video or information that you submit to the Contest.

5. **Privacy:** Information provided to enter the Contest will not be sold to third parties but may be shared as may be necessary for the purposes of conducting and judging the Contest and awarding prizes. The Sponsor, its affiliates, and companies supplying prizes (or parts thereof) in connection with this Contest may from time to time contact entrants via email concerning the Contest, and each entrant consents to receiving such communications via email. By submitting any photo and/or video to the Contest, the entrant acknowledges and agrees that any content submitted may be made available for viewing, voting and comment on by the public, and understands that comments with which the entrant disagrees or is unhappy about may be published or otherwise become associated with any submitted video. Entrants hereby waive any privacy expectations that they may have with respect to any video submitted to the Contest.
6. **Automated or Forged Entries Prohibited:** No mechanically reproduced, incomplete, forged, software generated or automated multiple entries will be accepted.
7. **Winner Determination:** Winners will be determined solely by online votes cast on puffco.com by persons 21 years or older between September 15 through September 23, 2022 (the "Voting Period"). Voting limited to one vote per person during the Voting Period.
8. **General Prize Conditions:** The winner will be required to execute an Affidavit of Eligibility, Release of Liability and Prize Acceptance Form (collectively, the "Prize Claim Documents"). If a Winner fails or refuses to sign and return the Prize Claim Documents within three (3) days of prize notification, the Winner may be disqualified. Prizes are not transferable and not assignable. No substitutions of prizes will be allowed, except Sponsor reserves the right to substitute prize(s) of comparable or greater value in the event a prize or any portion thereof becomes unavailable for any reason. Winners shall be solely responsible for all taxes and fees or costs associated with any prize, including but not limited to any federal or state or other income tax, ground transportation (except as expressly stated above), meals (except as expressly stated above), gratuities, personal expenses and any other expenses not expressly specified herein.
9. **Limitations of Liability** The Sponsor assumes no liability, and shall not be liable, for typographical or other errors in the offer or administration of the Contest including, without limitation, errors in the printing or display of the offer and official rules, selection, notification and announcement of the Category Winners or Grand Prize Winner, or distribution of the prizes. The Sponsor is not responsible for any incorrect or inaccurate information, whether caused by internet users or by any of the equipment or programming associated with or utilized in the Contest and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to any systems associated with the Contest.
10. **Release:** Acceptance of a prize constitutes the prize winner's permission for Sponsor to use prize winner's name and likeness for advertising and/or promotional purposes worldwide and in all forms of media in perpetuity without further compensation or authorization. Additionally, prize winner also agrees that Sponsor may publish or reproduce the winner's photo and/or video on Sponsor's website and other social media platforms including Facebook, Twitter, and Instagram. Participants agree that

Sponsor and its affiliates, and their officers, employees, agents and representatives (collectively, the Sponsoring Entities”), shall not be responsible for any losses, damages or injuries of any kind resulting from participation in the Contest or from Participants’ acceptance, receipt, possession and/or use or misuse of any prize. Participants also agree that the Sponsoring entities have not made and shall not in any manner be liable for any warranty, guarantee, or representation, whether express or implied, with respect to any prize, including without limitation, the prize’s quality or fitness for a particular purpose. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest or the Site, to be acting in violation of these Official Rules, or who otherwise takes actions that do or are intended to disrupt or undermine the legitimate operation of the Contest. Sponsor also reserves the right in its sole discretion to disqualify any entry containing any obscene, offensive or otherwise inappropriate comments or other matter.

11. Governing Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed and construed in accordance with the internal laws of the State of California, without regard to the choice of law provisions thereof.

12. Name of Winner:

3rd place announcement Tues. Nov. 29

2nd Place announcement Wed. Nov. 30

1st Place + Ryan Fitt Choice announcement Dec. 1st.

Winners will be contacted shortly after by Puffco representatives.