

Complete Official Rules for Website:

THE VITA COCO ANIMAL CROSSING: NEW HORIZONS SWEEPSTAKES OFFICIAL RULES NO PURCHASE NECESSARY TO ENTER OR WIN VOID WHERE PROHIBITED

Sweepstakes Period: The Vita Coco Animal Crossing: New Horizons Sweepstakes (the “**Sweepstakes**”) begins at 12:00 AM Eastern Time (“**ET**”) on November 4, 2021 and ends at 11:59 PM ET on January 15, 2022 (“**Sweepstakes Period**”).

Eligibility: Open to legal U.S. residents who are 18 years of age or older as of the date of entry (“**Entrant**”). Employees of The Vita Coco Company (“**Sponsor**”), and any of their affiliates, parents, subsidiaries, distributors, suppliers, prize providers & promotion partners (including Nintendo of America Inc.), and advertising and promotion agencies associated with the Sweepstakes (collectively, “**Sweepstakes Entities**”) and members of their immediate family members (spouses, parents, children, and siblings and their spouses), and/or those living in the same household of each such employees are not eligible. Void where prohibited or restricted by law. Subject to all applicable federal, state, and local laws, ordinances and regulations. By entering the Sweepstakes, entrants accept and agree to be bound by these Official Rules.

How to Enter: During the Sweepstakes Period, visit the Vita Coco Animal Crossing: New Horizons Sweepstakes promotion website at www.vitacoco.com/animal-crossing (“**Website**”) and then complete and submit the digital entry form as instructed to receive one (1) entry (“**Entry**”).

Limit one (1) Entry per person per day during the Sweepstakes Period. Entries received in excess of this limitation will be void. Any attempt by an Entrant to obtain more than the stated number of Entries by using multiple/different accounts, devices, identities, registrations and logins, or any other methods will void that Entrant's Entries and that Entrant may be disqualified. Automated Entries are prohibited and use of any automated or computer system to participate is prohibited and will result in disqualification if detected. Normal Internet access and usage charges imposed by your online service may apply. If participating via mobile device, standard phone data rates and usage charges imposed by your phone service provider may apply. All Entries shall be the property of the Sponsor and will not be returned. In the event of a dispute over the identity of an online Entrant, entry will be deemed submitted by the Authorized Account Holder of the e-mail address associated with the entry. Authorized Account Holder is defined as the person assigned to an e-mail address by an Internet access provider, on-line service provider or other organization responsible for assigning e-mail addresses.

Winner Selection/Odds: The Administrator, an independent judging agency, will select the winners in a random drawing to be held on or about January 30, 2022 from among all eligible Entries received throughout the entire Sweepstakes Period. The odds of winning a prize depend upon the total number of eligible Entries received throughout the entire Sweepstakes Period and compliance with the exact requirements of these Official Rules.

Winner Notification/Verification: The potential winners will be contacted via email or U.S. Mail and may be required to complete and return a Declaration of Eligibility, Release of Liability and a Publicity Release (where legal) or reply via email with all requested information to verify eligibility and award prize, within seven (7) days of notification attempt or prize may be forfeited and an alternate winner will be selected. Failure to reach any potential winner within the timeframe stated above or return of any prize notification as undeliverable may result in disqualification and an alternate winner may be selected. Potential winners are subject to verification by Sponsor and/or Administrator, whose decisions are final and binding in all matters relating to this Sweepstakes.

Prizes and Approximate Retail Value (“ARV”): Fifteen (15) Grand Prizes: A Nintendo Switch video game system (ARV: \$299.99) and a download code for the digital version of the Animal Crossing: New Horizons video game (ARV: \$59.99). ARV of Grand Prize: \$359.98 each. Twenty-Five (25) First Prizes: A Vita Coco and Animal Crossing: New Horizons Themed Prize Kit. ARV of First Prize: \$50.00 each. Fifty (50) Second Prizes: A \$25.00 credit at the Vita Coco website (www.vitacoco.com) for purchase of Vita Coco

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Winners are solely responsible for all federal, state and local taxes associated with prize acceptance. Prizes are not transferable or assignable. No substitution or transfer of any prize is permitted, except that Sponsor may substitute prize component of equal value for any reason. Contents of First Prize are at Sponsor's sole discretion. Second Prize is subject to the terms and conditions of vitacoco.com. Limit one (1) Prize per Entrant.

General Rules: Incomplete, corrupted, or untimely Entries are void and will be disqualified. Sweepstakes Entities are not responsible for lost, late, incomplete, damaged or misdirected Entries/winner notification documents; lost, interrupted, or unavailable network, server, or other connections; or miscommunications, computer or software malfunctions, telephone transmission problems, technical failures, garbled transmissions, damage to a user's computer/phone equipment (software or hardware), or other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise. Proof of entry will not be deemed to be proof of receipt by Sponsor. Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion, and in the event of cancellation, the prizes will be awarded in random drawings from among all eligible Entries received for each Weekly Entry Period and overall in accordance with these Official Rules prior to cancellation. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. **WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW; SHOULD ANY SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.** Sponsor reserves the right at its sole discretion to disqualify any individual it finds: to be attempting to tamper with or undermine the entry process, and/or the legitimate operation of the Sweepstakes; to violate the Official Rules; or, to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect Entries and (a) modify the Sweepstakes or suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the prizes at random from among all eligible Entries received for each Weekly Entry Period and overall in accordance with these Official Rules prior to cancellation.

Warranties and Representations; Release of Liability: You hereby hold each of the Sweepstakes Entities and each of their respective officers, directors, members, managers, employees, agents, representatives, successors and assigns (the "**Released Parties**") harmless from and against any third-party claim arising from use of any entry and you waive any right to inspect or approve uses of your entry by Sponsor in connection with the Sweepstakes or to be compensated for any such uses. Participating in the Sweepstakes constitutes permission to the Sponsor to use a winners' name, address, and likeness in connection with the administration of the Sweepstakes only and as otherwise required by law. **By participating in the Sweepstakes, the Entrant agrees that Released Parties will have no liability whatsoever for, and will be held harmless by entrant for any liability for any bodily injury, loss or damages of any kind to persons, including death, and property, due in whole or in part, directly or indirectly, from entry, the acceptance, possession, use or misuse of prize or component thereof, if applicable, or participation in the Sweepstakes or participation in any Sweepstakes related activity.** You hereby represent and warrant that you have read these Official Rules and are fully familiar with their contents and agree to be bound by them.

Governing Law & Venue: Any and all disputes relating to the running of the Sweepstakes will be resolved in the appropriate courts in the state of New York exclusively, and subject to the internal, substantive laws of the state of New York. To the fullest extent permitted by law, by participating in the Sweepstakes, Entrants agree to the personal jurisdiction of such courts; waive any right of change of venue, *forum non conveniens* or like right; agree to bring any action regarding the Sweepstakes individually (not as part of a class action); and agree that their recovery shall be limited to actual out-of-pocket costs incurred in participating in the

Sweepstakes (if any) and waive any and all damages (including but not limited to compensatory, punitive, consequential or incidental damages) as well as any right to attorneys' fees. With respect to disputes, should there be any conflict between the laws of New York and any other laws, the conflict will be resolved in favor of the laws of the state of New York.

Data Collection: Sponsor collects personal information from participants when they enter the Sweepstakes (and for when they may be deemed a winner of the Sweepstakes) for use in administration of the Sweepstakes. The information collected is subject to the Privacy Policy located at <https://www.vitacoco.com/privacy-policy/>.

Winners List: To receive a Winners List by email, send an email to: winners@dja.com with Sandwich of the Week Winners (2748-01) as the subject line. Requests must be received by March 8, 2021. Winners List will be sent after prizes have been awarded.

Sponsor: The Sponsor of the Sweepstakes is The Vita Coco Company, 250 Park Ave South, 7th Floor, New York, NY 10003.

Nintendo is not a sponsor, co-sponsor or administrator of this Sweepstakes.