

## **The Jones Soda “Sonic Mania” Giveaway Official Rules**

The Jones Soda Sonic Mania giveaway (the “Sweepstakes”) starts on August 30, 2017, at 1 p.m. PST and ends on September 29, 2017 at 11:59 p.m. PST (“Sweepstakes Period”).

**ELIGIBILITY:** The sweepstakes is being conducted by Jones Soda Co. (the “Sponsor”). Participation in the sweepstakes is limited to individuals who are legal residents of the fifty (50) United States, the District of Columbia, and residents of Canada (residents of Quebec are not eligible to participate) aged 18 and over. If the winner of the sweepstakes prize is a minor in his or her jurisdiction of residence, the prize may be awarded in the name of his or her parents or legal guardian (if allowed by applicable law) or the Sweepstakesant may be disqualified, in the sole and absolute discretion of the Sponsor. Employees of Jones Soda Co (“Sponsor”), and their respective parents, subsidiaries, affiliates, promotion and advertising agencies, and members of their immediate family (spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to enter or win. Void where prohibited by law. Sweepstakes is subject to all applicable federal, state and local laws. Sega and Xbox are not sponsors of this sweepstakes.

**HOW TO ENTER:** During the Sweepstakes Period, entries will be accepted through the Jones Soda Website, JonesSoda.com (the “Website”). To enter, users must go to the sweepstakes page and fill out the entry form. By submitting your information online you are agreeing to the Official Rules of the Sweepstakes.

Number of entries: A user is allowed one (1) entry per day during the course of the sweepstakes. Validation by user name, email address, IP address, etc. will be used to regulate eligibility. In the event a winner is picked who had more than the allowed number of entries, will be forfeit the prize due to ineligibility.

Entries generated by script, macro or other automated means and Entries by any means which subvert the entry process are void. All Entries become the sole property of the Sponsor.

**SWEEPSTAKES GRAND PRIZE WINNER SELECTION AND NOTIFICATION:** During the sweepstakes period, Jones Soda will randomly choose one (1) daily winner. At the end of the sweepstakes period, Jones Soda will randomly choose one (1) grand prize winner from all entries. Daily winners are still qualified to win the grand prize. Only one (1) person, per household can win a daily prize. In the event someone or someone from a household has already won a daily prize, an alternative winner will be selected at random for that daily prize.

Daily winners and Grand Prize winner will be notified by a representative of Jones Soda VIA the email submitted to the Sweepstakes to confirm mailing address. Winners will have 30 days to respond and confirm mailing address for prize to be sent out. In the event a winner fails to respond within 30 days of email being sent out, they will forfeit said prize.

Prize winners must meet eligibility rules. Winners will be notified by mail, phone, and/or e-mail and may be required to execute and return an affidavit of eligibility, a liability release and, where lawful, a publicity release within 7 days of date of issuance. If such documents are not returned within the specified time period, a prize or prize notification is returned as undeliverable, Sponsor is unable to contact a selected winner or a selected winner is not in compliance with these Official Rules, prize will be forfeited and, at Sponsor’s discretion, an alternate winner will be selected. If a selected winner is at least 18 but still considered a minor in his/her jurisdiction of residence, prize may be awarded in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on winner set forth herein.

**PRIZE[S]:**

**(29) Daily Prizes:** One (1) standard edition digital download copy of Sonic Mania game for Xbox One and Windows 10 and one (6 pack) of Jones Soda Sonic Mania labeled product. Approximate Retail Value of each daily prize is \$100.00.

**(1) Grand Prizes (1):** One (1) Xbox One S console, one (1) Collector's Edition of Sonic Mania game for Xbox One and Windows 10 and a one-year supply of Jones Soda (12 cases (6 packs)). Approximate Retail Value of the Grand Prize is \$800. Odds of winning dependent on total valid sweepstakes entries.

All prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Prizes will be shipped via UPS and Jones Soda is not responsible for any damage that may occur in transit. Winner may not substitute, assign or transfer any part of the prize or redeem prize for cash. Winner is responsible for any and all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. All prize details are at Sponsor's sole discretion.

**GENERAL CONDITIONS:** By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor, which shall be final and binding in all respects relating to this Sweepstakes; (b) to release, discharge and hold harmless Sponsor, their affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Sweepstakes or any Sweepstakes-related activity or the acceptance, possession, use or misuse of a prize; and (c) to the use of his/her name, voice, performance, photograph, caption, entry, and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and for a period of ten (10) years by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use. By participating, entrant also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Sweepstakes without the prior consent of the Sponsor, which it may withhold in its sole discretion.

**MISCELLANEOUS:** Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled entries, or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the Website, the Application, the processing of entries, the announcement of the prize[s], or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Sweepstakes, the Website or Application, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Should any portion of the Sweepstakes, Website or Application be, in Sponsor's sole opinion, compromised for any reason, including virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes (or portion thereof) and, if terminated, at its discretion, select the potential winner[s] from among all non-suspect, eligible entries received prior to action taken. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR APPLICATION OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES

AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**WINNER'S LIST:** For the name of the winner[s] (available after September 30th, 2017) send a self-addressed, stamped, envelope by December 31, 2017 to: Jones Soda Sonic Mania Winners List, 66 S Hanford St, Suite 150. Seattle, WA 98134

SPONSOR: Jones Soda.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.