

## Whiskware Snack Days: Whiskware x Mission Mighty Me Giveaway Official Contest Rules

By entering into the Whiskware x Mission Mighty Me Giveaway (the “Contest”), you agree and accept these rules (the “Official Rules”) and the decisions of Whiskware, which are final and binding. You further acknowledge that winning a prize is contingent upon fulfilling all the requirements set forth herein. This Contest is sponsored by Trove Brands, LLC, owner of the brand Whiskware (referred to in these rules as “Whiskware”).

**How to Enter:** Follow @whiskware and @missionmightyme. Like the giveaway announcement post, or other post as may be directed on Instagram and tag at least one friend. A second entry may be obtained if Contestant also shares the post on their stories. NO PURCHASE NECESSARY. PURCHASING PRODUCT FROM WHISKWARE OR A PAYMENT OF ANY KIND WILL NOT INCREASE THE CHANCES OF WINNING.

The odds of winning the Contest will depend on the number of eligible entries received. The contest winner will be selected at random.

**Eligibility Rules:** Contestants must be natural persons who are legal residents of, and physically located within the continental United States, and of the legal age of 18 at the time of entry.

Entry must be received by 6/11/2023 at 11:59 PM.

Employees of Whiskware and their immediate family members (spouses, parents, children, siblings and their respective spouses) are not eligible for the Contest regardless of where they reside.

Those living in the same household as a Whiskware employee are not eligible for the Contest (whether related to the employee or not).

Individuals who have won a sweepstakes, giveaway or contest sponsored by Trove Brands, LLC in the last 12 months are not eligible for the Contest.

The Contest is void where prohibited or restricted by law.

**Prizes:** The Contest prize shall consist of: Ariel Snacking Container (estimated value \$14.99), Moana Snacking Container (estimated value \$14.99), Fern Snacking Container (\$11.99), and Mission Mighty Me Variety Pack (estimated value \$24).

Whiskware reserves the right to modify this prize by substituting alternative awards with an

estimated value equal or greater than the prize listed in the Official Rules. Substitutions shall be made at Whiskware's sole discretion and may be made at any time, with or without notice.

All prize winners acknowledge that he or she is ultimately responsible for all federal, state and local taxes due in relation to the prize. Any gift card prizes are subject to terms and conditions of the applicable gift card. All prizes are awarded "as is" with no warranty, guarantee or representations, either express or implied by Whiskware. No interest will be paid on any prize. All costs and expenses associated with prize acceptance and use not specified herein as being provided are the sole responsibility of the prize recipient. Prizes are non-transferable and non-assignable, with no cash redemptions or substitutions, except at Whiskware's sole discretion. There will be no substitutions for any prize except by Whiskware who reserves the right to substitute a prize with one of comparable or greater value at their sole discretion.

**How to Claim Prize:** After a Contestant is randomly selected, Whiskware shall attempt to notified Contestant by Instagram DM. Whiskware is not responsible for any undelivered messages, emails, DMs or other communications, including because of selected Contestant's privacy settings, spam filter settings, or other technical issues of any social media program or site.

The selected Contestant shall have 24 hours from the time of Whiskware's first attempt to notify the Contestant to respond to Whiskware and provide any requested information or fill in any forms or documentation as deemed necessary by Whiskware. Failure to do so shall result in a forfeiture of the Prize by the selected Contestant and a new Contestant shall be selected.

**Additional Terms and Conditions:** If it is discovered that a Contestant has registered or attempted to register multiple times using multiple social accounts, e-mail addresses, telephone numbers, and/or multiple identities, such individual's Contest entry will be declared null and void. Whiskware reserves the right to disqualify any Contestant or Entry that does not meet the requirements of these Official Rules.

**Warranty.** By entering the Contest, each Contestant represents, warrants and covenants that (a) each Entry complies in all respects with the Entry Restrictions and these Official Rules, and (b) the Contestant has the right and power to enter the Contest and perform all the Contest obligations.

**Privacy.** By participating in the Contest, each Contestant authorizes Whiskware to collect, use, process, transfer, and store all data provided by such Contestant, including without limitation personal data, in and to the United States or any location(s) throughout the world

that Whiskware deems necessary, whether within Contestant's country of residence or elsewhere, and with such party/parties as Whiskware deems appropriate, for purposes of administration of the Contest.

All information submitted to Whiskware as part of this Contest will be treated in accordance with Whiskware's privacy statement, available at <https://trovebrands.com/pages/privacy-policy>. Personal information will be used only to: (a) provide information about the Contest; (b) contact and publicize potential winners. Contestants may be given the option to receive commercial e-mails from Whiskware; however, eligibility to participate in the Contest is not dependent upon the Contestant's consent to receive such e-mails.

**Release and Limitations on Liability.** By participating in the Contest, Contestants agree to release and hold harmless Whiskware and each of its respective affiliates, sales representatives, distributors, licensees, agents, advertising and Contest agencies, and all directors, trustees, officers and employees of any of the foregoing entities (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest, or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, misdirected, incorrect, garbled, or incompletely received entries; (e) errors in the administration of the Contest or the processing of entries; (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Contestant's participation in the Contest or acceptance, receipt, use, or misuse of any prize; or travel to any Contest-related events; and (g) any claims based on publicity rights, copyright/trademark infringement, intellectual property rights, defamation or invasion of privacy and merchandise delivery. In the event that Contestant breaches any of these Official Rules, Released Parties shall be entitled to and may seek indemnification from Contestant for recovery of all legal fees, damages, costs, claims and other expenses that may be incurred by Released Parties as a result of the aforementioned breach. Contestant further agrees to release the Released Parties and their designees and assigns from any liability whatsoever, and waive any and all causes of action, for any claims, costs, injuries, losses and damages of any kind arising out of or in connection with the Contest or acceptance, possession, or use of any prize (including, without limitation, attorneys' fees, claims, costs, personal injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. Whiskware is not responsible if any

prize cannot be awarded due to delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

**Miscellaneous.** The decisions of Whiskware are final with respect to all aspects of this Contest. The Contest and these Official Rules will be governed, construed and interpreted under the laws of the State of Utah, without regard to choice of law principles. Except where prohibited, each Contestant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the applicable state or federal courts situated in Utah County, Utah; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; (3) under no circumstances will Contestant be permitted to obtain awards for punitive, incidental, special, consequential or other damages, including without limitation, lost profits, (collectively, "Special Damages"); and (4) Contestant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims. In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problems, or any condition caused by events beyond the reasonable control of Whiskware that may cause the Contest to be disrupted or corrupted, Whiskware may, in its sole discretion, either: (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; or (b) award the prize from among the non-suspect, eligible entries received up to the time of the impairment. Whiskware reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process, the operation of the Contest, to be acting in violation of these Official Rules or any applicable laws relating to the Contest, or in an unsportsmanlike or disruptive manner, and to resolve all disputes in its sole discretion. Any attempt by any person to undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Whiskware reserves the right to seek damages from any such person to the fullest extent permitted by law. Whiskware's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Winners List; Official Rules. For a list of winners and/or a copy of these Official Rules, contact Whiskware contest team at the address and/or e-mail address noted below. Requests for the winner's list will only be accepted after the end of the Contest Period.

**Sponsor.** The Contest is sponsored by Trove Brands LLC (“Whiskware”). Sponsor’s mailing address is 250 S. 850 E., Lehi, UT 84043. Sponsor’s e-mail address is [customerservice@whiskware.com](mailto:customerservice@whiskware.com).