

WILDE ACL CONTEST TERMS AND CONDITIONS

- 1. CONTEST DESCRIPTION:** The **Wilde ACL Contest** (the “**Contest**”) begins on September 1, 2021 at 12:00:00 AM Eastern Time (“**ET**”) and ends on September 21, 2021 at 11:59:59 PM (ET) (the “**Contest Period**”). Entry in the Contest does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Terms and Conditions and the decisions of Wilde Brands, Inc., located at 645 Walnut Street, Boulder, CO 80302 (“**Sponsor**”), which shall be final and binding in all respects.
- 2. ELIGIBILITY:** Legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older and have a public Instagram and/or TikTok account(s) are eligible to enter. Employees, officers and directors of the Sponsor and each of their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers, directors and employees (collectively, the “**Contest Entities**”) and the immediate family members, and/or those living in the same household of each, are ineligible to enter the Contest or win a prize. Contest is void where prohibited by law.
- 3. HOW IT WORKS:**

To participate in the Contest, during the Contest Period, post an at least ten (10)-second video in the feed of your personal, public Instagram and/or TikTok profile of you showing us how you would get Wilde on the dance floor at the Austin City Limits Music Festival in Austin, TX crunching down on your favorite Wilde chips. Begin your video by saying “this is my entry into the Wilde ACL Contest”. Tag @wildechips and a friend in the post and include both of the following hashtags in the caption of the post: “#crunchwilde” and “#contest”. For more information, visit <https://www.wildebrands.com/pages/crunch-wilde> for an informational YouTube video on how to enter. Note: Only public Instagram and/or TikTok accounts will be visible to Sponsor and will be valid entries. Additionally, the required tags and hashtags used on the post must be correct and complete. Incomplete or inaccurate entries or entries that otherwise do not adhere to these Terms and Conditions will be disqualified.

Once your video is posted in the feed of your personal, public Instagram and/or TikTok profile, you will receive one (1) entry into the Contest. Limit one (1) entry per person into the Contest; submitting multiple videos will not increase your chances of winning.

All entries must be posted by the end of the Contest Period in order to participate. In the event a dispute regarding the identity of the individual who actually registered for the Contest cannot be resolved to Sponsor’s satisfaction, the affected entry will be deemed ineligible. The Contest Entities shall not be responsible for incorrect or inaccurate entry information whether caused by internet users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of the entries in the Contest. The Contest Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

4. ENTRY GUIDELINES:

- a. Each entrant must own all rights to the entry and have the right to grant Sponsor a license to use the entry (including any material embodied in the entry).
- b. Entry must not make reference to any commercial/corporate advertising (other than Sponsor's).
- c. Any clothing featured in the entry should not feature any visible logos, drawings, cartoons, phrases, trademarks or other third-party materials (other than Sponsor's).
- d. Entry must not include any representation or likeness of celebrities, athletes, musicians, or any other public or private figure (living or deceased) unless entrant has express permission, any commercial solicitation or promotional materials, websites, contact information or personally identifiable information.
- e. If an entry includes the image or likeness of anyone other than entrant, entrant represents and warrants that entrant has obtained permission from each such individual and agrees to provide written copies of such permission to Sponsor upon request.
- f. Entry must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- g. Entry must not contain content that is known by entrant to be false, inaccurate or misleading (including, without limitation, inaccurate tags of Instagram and/or TikTok accounts).

- 5. WINNER SELECTION AND NOTIFICATION:** On or about September 24, 2021, the winner will be selected by a selection committee under the supervision of Sponsor based on the following criteria: 50% based on creativity of the submission(s) and 50% based on the inclusion and incorporation of the Wilde chips in the submission. One (1) lucky winner will be selected and notified by Instagram and/or TikTok direct messages (depending on which social media platform the submission was posted) within five (5) days following selection of the winner. Sponsor shall have no liability for the winner's failure to receive notices that are lost, intercepted or otherwise not received by winner whether, due to security settings or for winner's failure to timely check his, her or their direct messages (including, his, her or their message requests) or otherwise. If winner cannot be contacted, is ineligible, fails to claim the prize via direct message response within five (5) days from the time award notification was sent, or fails to timely return a completed and executed declaration and release (the terms of which will be further detailed in the winner notification message), winner forfeits the prize and an alternate winner will be selected. Sponsor, in its sole discretion, will attempt to contact up to three (3) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. Receipt by winner of the prize offered in this Contest is conditioned upon compliance with any and all federal, state, and local laws and regulations. **ANY VIOLATION OF THESE TERMS AND CONDITIONS BY WINNER (DETERMINED BY SPONSOR IN ITS SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THIS CONTEST, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED. The odds of winning a prize depend on the number of eligible entries received.**

6. **PRIZES/APPROXIMATE RETAIL VALUES/ODDS:** One (1) prize. The prize consists of two (2) 3-day passes to the Austin City Limits Music Festival in Austin, TX for the weekend of October 8–10, 2021 and a three (3) night stay in one (1) room at the South Congress Hotel in Austin, TX for the nights of October 8—10, 2021. The winner and his/her/their guest are solely responsible for all costs not expressly described in the foregoing sentence including, without limitation, cost of flights, airfare, room service, gratuities, merchandise, telephone calls, insurance together with any required travel documentation, any and all federal, state, and/or local taxes, and all personal expenses of any kind or nature. The approximate retail value (“**ARV**”) of the prize is \$4,000. No cash or other prize substitution shall be permitted except at Sponsor’s discretion. The prize is non-transferrable.

Winner and winner’s guest must be eighteen (18) years of age or older. It is the sole responsibility of winner and his/her/their guest to obtain all necessary travel documentation, including health/medical and travel insurance. Winner will not receive cash or any other form of compensation if actual travel costs are less than the prize ARV in these Terms and Conditions. In the event winner and/or his/her/their guest engages in behavior that (as determined by Sponsor in its sole and absolute discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the ACL experience, in whole or in part with no further compensation to winner and/or his/her/their guest.

If winner is unable to participate in the ACL experience during October 8-11, 2021, the prize will be forfeited in its entirety. In the event the winner is able to participate in the ACL experience during October 8-11, 2021 but the Austin City Limits Music Festival does not or cannot take place as scheduled or at all, for reasons including but not limited to scheduling conflicts, cancellations, postponement, an event of force majeure, or for any other reason, then Sponsor reserves the right to terminate the Contest in its entirety, any winner selected shall have no further right to the prize and Sponsor shall have no further obligation to the winner. Sponsor shall not be liable to winner and his/her/their guest for any reason resulting in winner being unable to attend all or any of the scheduled events, and Sponsor shall have the right in its sole discretion to substitute, amend, reschedule and/or cancel any element of the prize and such prize may not be awarded to winner and winner shall not be compensated for such cancellation.

7. **GENERAL PRIZE CONDITIONS:** No cash alternative or prize substitutions will be allowed for any prize, except Sponsor reserves the right to substitute prize(s) of comparable value if a prize listed is unavailable for any reason. Prize winners shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. Winner and his/her/their guest may be required to execute and have notarized certain documents required by Sponsor, including, without limitation, an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, “**Prize Claim Documents**”). If winner fails or refuses to sign and return all Prize Claim Documents (if so required by Sponsor) within five (5) days of prize notification (or a shorter time if required by exigencies), winner may be disqualified and an alternate winner may be selected.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished by third parties in connection with the Contest. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

8. **GENERAL:** Acceptance of a prize constitutes prize winner's permission for Sponsor and its designees to use prize winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. By entering the Contest, entrant represents and warrants that his/her/their entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If an entry infringes upon the intellectual property right of another, entrant will be disqualified at the sole discretion of Sponsor. If the content of an entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, entrant shall, at his/her/their sole expense, defend against or settle any such claims. Entrant shall indemnify, defend, and hold harmless Sponsor from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Sponsor may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right. Further, entrants agree that the Contest Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Contest or any Contest-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's or any other person's computer system or wireless phone which is occasioned by participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. 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, to be acting in violation of these Terms and Conditions or the terms and conditions of Instagram and/or TikTok, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced,

illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Contest if it determines, in its sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Contest as contemplated herein. In the event Sponsor is prevented from awarding prizes or continuing with the Contest as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Contest. If the Contest is terminated before the designated end date, Sponsor will (if possible and in accordance with these Terms and Conditions) select winners from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in the same shall be each entrant's sole and exclusive remedy under such circumstances. These Terms and Conditions cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms and Conditions shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

9. **INSTAGRAM/TIKTOK:** The Contest is in no way sponsored, endorsed, administered by, or associated with Instagram or TikTok. Entrant understands that neither Instagram nor TikTok has any liability for any element of this Contest.
10. **GOVERNING LAW:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.
11. **WINNERS LIST:** Any legally required winner's list may be obtained by sending a self-addressed, stamped envelope to: **Wilde ACL Contest**, Attn: Winners List, 645 Walnut Street, Boulder, CO 80302. All such requests must be received within six (6) weeks after the end of the Contest Period.