

Langer's Juice "Cool Off in the Caribbean Sweepstakes"

Official Rules

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING. INTERNET CONNECTION IS REQUIRED TO ENTER. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. THE LANGERS JUICE "COOL OFF IN THE CARIBBEAN SWEEPSTAKES" (THE "SWEEPSTAKES") IS GOVERNED BY THESE OFFICIAL RULES AND PROMOTES LANGER JUICE COMPANY, INC.'S TROPICAL JUICES (THE "JUICES"). BY PARTICIPATING IN THE SWEEPSTAKES, YOU (IF A MINOR IN YOUR JURISDICTION OF RESIDENCE, YOUR PARENT/LEGAL GUARDIAN) ACKNOWLEDGE AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS STATED IN THESE OFFICIAL RULES. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOATED IN THE UNITED STATES AT THE TIME OF ENTRY. OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES & D.C. 16 YEARS OF AGE OR OLDER. MORE INFORMATION ABOUT LANGERS CAN BE FOUND FOR FREE AT WWW.LANGERS.COM.

A. **Eligibility:** The Sweepstakes is only open to legal residents of the fifty (50) United States of America and the District of Columbia, sixteen (16) years old or older at the time of entry (the "Entrant"). An individual under the age of majority in his/her jurisdiction of legal residence, which is generally eighteen (18) years of age (a "Minor") should have his or her parent's or legal guardian's permission before participating in the Sweepstakes. In all cases, where a Minor is an Entrant or Prize winner, Entrant/Prize winner/you/your refers to such Minor and the Minor's parent or legal guardian acting on his/her behalf.

All employees of Langer Juice Company, Inc. ("Sponsor"), and The Sol Group Corporation, and each of their respective partners, parent companies, divisions, subsidiaries, affiliates, licensees, distributors, advertising, promotion and public relations agencies, and their respective officers, directors, employees, agents, independent contractors, and representatives (collectively, the "Sweepstakes Entities"), or immediate family members (spouses, siblings, children and parents, regardless of where they live) or members of the same households of such (whether or not related), are not eligible to participate or win. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

THE SWEEPSTAKES IS VOID IN PUERTO RICO, ALL U.S. TERRITORIES AND POSSESSIONS, OVERSEAS MILITARY INSTALLATIONS AND WHERE PROHIBITED OR RESTRICTED BY LAW.

B. **Sweepstakes Period:** The Sweepstakes starts at 12:00:00 PM Central Time (CT) on May 1, 2021 and ends at 11:59:59 PM CT on July 30, 2021 (the "Sweepstakes Period"). All Sweepstakes entries must be received by 11:59:59 PM CT on July 30, 2021.

C. **How to Enter:** During the Sweepstakes Period, eligible Entrants can enter the Sweepstakes online-only by accessing the Sweepstakes website at www.langers.com (the "Website"). Entrant must click the designated "Click Here" button on the Website banner promoting the Sweepstakes and then complete the electronic entry form in its entirety (including inputting your personal information - first and last name, birthdate, email address, zip code, and daytime telephone number and acknowledging agreement to the Official Rules,) finishing by clicking the "Submit Entry" button. By successfully completing the foregoing, and subject to the entry limitations detailed herein, you will receive one (1) Entry into the Sweepstakes. Automated or robotic entries submitted by individuals or organizations will be disqualified. **Limit: There is a limit of one (1) Entry per person per day per email address for the duration of the Sweepstakes.** Individuals may not register more than once using a different email.

If participating via mobile device, You understand and agree that wireless Internet access and other charges may apply. You are advised to review your wireless carrier's rate plan BEFORE participating in the Sweepstakes via mobile device. Wireless Internet access is not available in all areas and not all mobile devices allow for wireless Internet access or are compatible with the Website.

D. Winner Selection and Notification: At the completion of the Sweepstakes Period, on or about the "Drawing Date" of August 1, 2021, Sponsor (or its designee) will select one (1) potential Grand Prize winner and twenty (20) potential First Prize winners in a random drawing from among all eligible Entries received during the Sweepstakes Period. In the event a potential Prize winner is under the age of majority in his or her jurisdiction of residence, the Prize will be awarded in the name of the Entrant's parent or legal guardian. Winner is subject to verification, including verification of age. Sponsor's decisions are final and binding in all respects. The potential Prize winners will be notified by Sponsor (or its designee) at the email address and/or telephone number which was provided as part of their Entry within five (5) days of the Drawing Date. Sponsor shall have no liability for potential winner's failure to receive notification for any reason, including spam, junk e-mail or security settings, or any other technical difficulty, or incorrect or otherwise non-functioning contact information or failure to adequately monitor the email account associated with the Entry. The Grand Prize winner will be required to execute and return required documents as detailed below. If a potential winner cannot be contacted, is ineligible, fails to claim the prize by 11:59:59 PM PT on August 12, 2021, the Prize may be forfeited and an alternate potential winner may be selected from remaining eligible Entries. Receipt by winner of the Prize offered in this Sweepstakes is conditioned upon acceptance of these Official Rules and upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AND FORFEITURE OF PRIZE.

E. Prizes: Grand Prize (1): One (1) verified Grand Prize winner will receive one (1) five (5) day/four (4) night trip for winner and up to three (3) guests (two (2) adults and two (2) children under 18). Grand Prize includes: hotel accommodations for four (4) nights (quad occupancy) and meals, drinks, gratuities, non-motorized water sports and entertainment at the Melia Caribe Beach Resort, and round-trip domestic coach air transportation (from major airport near winner's home within the United States), [airfare credit not to exceed \\$500 per person](#). Selection of airport, airline, hotel, destination city, and travel dates will be arranged by Sponsor, according to the specifications and limitations in these Official Rules at Sponsor's sole discretion. Sponsor or Sweepstakes Entities assume no responsibility for cancelled, delayed, suspended, or rescheduled events (including airline flights) beyond its control. All other expenses not specifically mentioned herein, [including but not limited to, air transportation, ground transportation, incidentals, passenger tariffs or duties, surcharges, airport fees, security fees, taxes or other expenses](#) are solely the responsibility of winner. Sponsor or Sweepstakes Entities are not liable for any missed events or opportunities or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay or in the event winner and/or guest(s) miss a scheduled airline flight (through no fault of Sponsor, Sweepstakes Entities, or due to Force Majeure). All travel and accommodations are subject to availability, change and restrictions. The actual retail value of the Grand Prize depends on city, day, and time of departure. All Grand Prize details not specified in the Official Rules will be determined in Sponsor's sole and absolute discretion. The Approximate Retail Value ("ARV") of the Grand Prize is Thirty-four Hundred Dollars (\$3400.00 USD). **First Prize (20):** Twenty (20) verified First Prize winners will each receive Fifteen (15) certificates for a free bottle of Langer's Juice up to an individual MSRP of \$4.99 each. The ARV of each First Prize is Seventy-four Dollars and Eighty-Five Cents (\$74.85 USD). No cash or other Prize substitution shall be permitted except at Sponsor's sole discretion. The Prize is non-transferable. Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater value if a Prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The ARV of a Prize represents Sponsor's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of a Prize turns out to be less than the stated ARV, the difference will not be awarded in cash. Restrictions, conditions, and limitations may apply. Sponsor will not replace any lost or stolen Prize items. Unclaimed Prizes may not be awarded. This Sweepstakes is open to legal residents of the United States of America and Prize will only be awarded and/or delivered to an address within

said locations. Any and all Prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Prize winner. **The total ARV for all Prizes is Four Thousand Eight Hundred and Ninety-Seven Dollars (\$4897.00 USD).**

F. Odds: The odds of winning will vary and depend on the number of eligible Entries received.

G. Rules/Winners List: For a copy of these Official Rules or the Winners' List, send a self-addressed, stamped envelope to: Langers "Cool Off in the Caribbean Sweepstakes" - Rules and/or Winners List (please specify which), c/o Langer Juice Company, Inc., 16195 Stephens Street, City of Industry, CA 91745. All requests must be received by September 30, 2021.

H. Agreement to Rules: By participating in the Sweepstakes, the Entrant or "You" agree to be fully and unconditionally bound by these Official Rules and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Sponsor as final and binding as it relates to the Sweepstakes in all respects. Sponsor is responsible for the collection, submission, or processing of Entries and the overall administration of the Sweepstakes. Entrants should look solely to Sponsor with any questions, comments or problems related to the Sweepstakes. Sponsor may be reached by messages on its website at: www.langers.com.

I. Terms and Conditions: Any attempt by the Entrant to enter more than the number of times authorized herein, using multiple names and/or email addresses, and/or systematic entering from the same IP address, and/or any other fraudulent mechanism, as determined by the Sponsor in its sole discretion, shall give the Sponsor the right to disqualify the Entrant or Entries in Sponsor's reasonable discretion. Automated Entries (including but not limited to Entries submitted using any robot, crypt, macro, or other automated service) are not permitted and will be disqualified. Sponsor is not responsible for lost, late, stolen, damaged, misdirected, inaccessible, corrupted, jumbled, or incomplete Entries. Sponsor is not 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 Sweepstakes or by any technical or human error which may occur in the processing of the Entries in the Sweepstakes, the announcement or notification of a Prize winner, or in any Sweepstakes-related materials. Sponsor is not responsible for any failure of the Website during the Sweepstakes Period, including any technical malfunction of any computer online systems, servers, access providers, computer equipment, software, failure of any email or Entry to be received on account of traffic congestion on the Internet, wireless network, or at the Website, or any combination thereof including any injury or damage to an Entrant's or any other person's computer or mobile device (or any information stored thereon) related to or resulting from downloading any material related to the Sweepstakes, all of which may affect a person's ability to participate in the Sweepstakes.

Sponsor's database clock will be the official timekeeper for this Sweepstakes. For purposes of this Sweepstakes, "receipt" of an Entry occurs when the Sponsor's servers record the Entry information resulting from the Entrant clicking the "Submit Entry" button. Illegible or incomplete Entries and Entrants who do not meet the eligibility requirements are void. All Entries become the property of the Sponsor and will not be returned. Entrants who do not follow all of the instructions, provide all of the required information in their Entry, or abide by these Official Rules or other instructions of the Sponsor will be disqualified.

J. Prize Winner Responsibilities: The Prize will be awarded in the name of the Entrant. In the event a potential Prize winner is under the age of majority in his or her jurisdiction of residence, the Prize will be awarded in the name of the Entrant's parent or legal guardian. The potential Grand Prize winner (or potential Grand Prize winner's parent or legal guardian, if potential Grand Prize winner is a Minor) will be required to complete, sign and return a notarized Affidavit/Declaration of Eligibility/Liability Release, completed IRS W-9 Form and, where lawful, a Publicity Release within seven (7) business days of receipt or Prize may be forfeited. The potential Grand Prize winner's failure to return all required forms in this seven (7) day time period or to comply with any other provision herein, may result in the potential Grand Prize winner being disqualified and an alternate potential Grand Prize winner may or may not be selected at Sponsor's sole discretion. Vacation must be booked at least twenty-one (21)

days prior to arrival at the Resort. Grand Prize winner and guest(s) must travel on the same flight itinerary and comply with all health, safety, and security requirements. Grand Prize winner and guest(s) must have all necessary identification and/or travel documents (e.g. a valid U.S. driver's license or passport) required for travel within Mexico, within seven (7) days of travel. All Minor guests (under age 18, 19 in AL and NE as of date of departure) on trip must be accompanied by the Minor's parent or legal guardian. **A Minor will not be allowed to participate in any portion of the Grand Prize without being accompanied by his or her parent or legal guardian.** Winner shall be solely responsible for all actual taxes in relation to acceptance of the Grand Prize. Winner understands that he/she will be issued an IRS 1099 Tax Form for \$3400.00 and agrees to fully cooperate with Sponsor or its designated representatives as to the filing of the IRS 1099 Tax Form. Winner must accept Prize as stated or Prize may be forfeited in its entirety and may be awarded to an alternate winner. By accepting the Prize, Grand Prize winner (and guests) and First Prize winners acknowledge and agree to compliance with these Official Rules, which are final and binding. Winner acknowledges that decisions of Sponsor and its agencies, with respect to all aspects of the Sweepstakes, are final and Prize is non-transferable and no cash equivalent or substitution of Prize is offered, except at the sole discretion of the Sponsor. Prize is awarded "as is" and without any warranty of any kind. Prize will only be awarded to addresses within the United States. Winner will be solely responsible for all applicable federal, state, and local taxes connected with receipt of Prize, the use and enjoyment of Prize, or any other connection with this Sweepstakes, unless otherwise required by law or unless this requirement is waived by the Sponsor, in its sole discretion.

K. Releases: The Sweepstakes Entities, and any and all Internet server(s) and access provider(s), and each of their respective affiliates, subsidiaries, parent corporations, retailers and advertising and promotion agencies, and all of their officers, directors, shareholders, employees and agents (collectively, "Releasees") are not responsible for: any incorrect or inaccurate Entry information; human errors; technical malfunctions; failures, omissions, interruptions, deletions or defects of any telephone network, computer online systems, computer equipment, servers, providers, or software, including without limitation any injury or damage to participant's or any other person's computer or mobile device (or information stored thereon) relating to or resulting from participation in the Sweepstakes; any injuries, liability, losses or damages of any kind resulting from participant's participation in the Sweepstakes, or any violation of these Official Rules by them, and/or use or misuse of the Prize, including without limitation personal injury, death and property damage; inability to access any website or application; theft, tampering, destruction, or unauthorized access to, or alteration of, Entries; data that is processed late or incorrectly or is incomplete or lost due to telephone, computer or electronic malfunction or traffic congestion on telephone lines or the Internet or any website or application for any other reason whatsoever; typographical, printing or other errors; any mail requests which are late, lost, incomplete, misdirected, stolen, mutilated, illegible, or postage due, or any combination thereof. Proof of attempting to submit an Entry is not considered proof of delivery or receipt. Illegible, incomplete and Entries in excess of the limits stated above will be disqualified. All Entries become the property of the Sponsor and will not be acknowledged or returned. False, fraudulent, or deceptive Entries or acts shall render Entrants ineligible. By entering the Sweepstakes, Entrants affirm that they have read and accepted these Official Rules.

L. Governing Law/Limitation of Liability: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrants and Releasees in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice of law or conflict of law rules or provisions which would cause the application of the laws of any jurisdiction other than the State of California. By entering, participants consent to the jurisdiction and venue of the federal, state and local courts for Los Angeles County, California, United States and waive the right to have disputes arising out of the subject matter hereof adjudicated in any other forum.

As a condition of participating, participants agree (and agree to confirm in writing), to the extent permitted by law: (a) that under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses (if any); (b) all causes of action arising out of or connected with this Sweepstakes, or any Prize awarded, shall be resolved individually, without resort to any form of class action; (c) any and all claims, judgments, and

awards shall be limited to actual out-of-pocket costs incurred (if any), but in no event will attorneys' fees be awarded or recoverable and (d) Entrant irrevocably waives any right to seek injunctive or equitable relief. **Some jurisdictions to not allow the limitations or exclusion of liability, so the above may not apply to you.**

M. Force Majeure: Releasees shall not be liable to winner or any other person for failure to supply a prize or any part thereof, by reason of any acts of God, any action(s), regulations(s), order(s) or request(s) by any governmental entity, equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption, work slow-down, civil disturbance, riot, network or computer problems, Internet problems, hacking, computer viruses, unauthorized computer access, tampering or any other cause beyond Sponsor's sole control.

N. General: Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend this Sweepstakes should fraud, viruses, bugs, or other causes beyond the control of Sponsor corrupt the administration, security or proper operation of the Sweepstakes. In the event of cancellation/modification/suspension, Sponsor will randomly award the Prize from among all eligible, non-suspect Entries received prior to cancellation/modification/suspension of the Sweepstakes or otherwise in a manner of Sponsor's sole choosing which is fair, appropriate, and consistent with these Official Rules. If such cancellation, modification, or suspension occurs, notification will be posted on the Website. Releasees are not responsible for the actions of Entrants in connection with the Sweepstakes, including Entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, or proper conduct of the Sweepstakes. Entrants or winner will be disqualified by Sponsor, in its sole discretion, for any attempt to cheat or tamper with any aspect of the Sweepstakes, to act in a non-sportsmanlike or disruptive manner, to threaten, abuse or harass any other person, or to circumvent these Official Rules. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW IN ADDITION TO DISQUALIFICATION FROM THE SWEEPSTAKES, IF APPLICABLE.

All Entrants must have a valid email address. Should multiple users of the same email account enter the Sweepstakes and a dispute thereafter arises regarding the identity of the Entrant, the authorized account holder of said email account at the time of entry will be considered the Entrant. "Authorized account holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider or other organization which is responsible for assigning email addresses for the domain associated with the submitted email address. A potential winner may be requested to provide the Sponsor with proof that he/she is the authorized account holder of the email address associated with the winning Entry and that all eligibility requirements are met.

In the event a dispute regarding the identity of the individual who actually submitted an Entry cannot be resolved to Sponsor's satisfaction, the affected Entry will be deemed ineligible. Releasees are not responsible for electronic communications that are undeliverable as a result of any active or passive filtering of any kind or insufficient space in Entrant's email account to receive email messages. Also, Releasees are not responsible, and may disqualify an Entrant, for any change in Entrant's email address, mailing address, phone number or any other contact information without giving prior written notice to Sponsor.

O. Note: Entry must be made by the Entrant only as detailed herein. Entries made by any other individual or any entity, and/or originating at any other website or email address, including, but not limited to, commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. The use of any device or software to automate the entry process is prohibited.

P. Miscellaneous: If any provision of the Official Rules or the application of any such provision to any person or circumstance shall be declared to be invalid, unenforceable or void by a court of competent jurisdiction, such decision shall not have the effect of invalidating or voiding the remainder of the Official Rules, it being the intent and agreement of the parties that the Official Rules shall be deemed amended by modifying such provision to the

extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting therefore another provision that is valid, legal and enforceable so as to give effect to Sponsor's intent. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

Q. Publicity: By participating in the Sweepstakes, Entrants automatically confer, where permissible, on Sponsor an irrevocable, non-exclusive, royalty-free worldwide, fully-paid-up, assignable license to use his or her name, photograph, likeness, statements, biographical information, voice, voice likeness, city and state for advertising, publicity, and promotional purposes without additional consideration, notification, review or approval in all media in perpetuity. Winner further agrees upon Sponsor's request and without compensation, to use best efforts to assist Sponsor in obtaining a similar grant of rights from Grand Prize Winner's guests.

R. Sponsor Disclaimer: The Sweepstakes is Sponsored by Langer Juice Company, Inc., 16195 Stephens Street, City of Industry, CA 91745. You understand that You are providing your information to the Sponsor (with use subject to the privacy policy found at: <http://www.langers.com/policy.html>)

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//END OFFICIAL RULES//