

## LIQUID DEATH

### OFFICIAL RULES OF “WIN AN AUTOGRAPHED PICTURE OF TONY HAWK SWEEPSTAKES”

Sponsored by Supplying Demand, Inc. dba Liquid Death (the “*Sponsor*” or “*Liquid Death*”)

NO ENTRY FEE OR MOBILE DEVICE REQUIRED. NO PURCHASE OR OBLIGATION NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW. PURCHASE OR MOBILE PHONE USAGE DOES NOT IMPROVE ONE’S CHANCE OF WINNING. STANDARD TEXT MESSAGE, DATA RATES, TERMS AND CONDITIONS MAY APPLY.

IN ORDER TO CONSTITUTE A VALID ENTRY FOR THE SWEEPSTAKES VIA STORE VISIT, RECEIPTS MUST MEET THE REQUIREMENTS SET FORTH IN SECTION 3 BELOW, INCLUDING CONTAINING AN ITEMIZED ENTRY FOR THE PURCHASE OF SPONSOR’S PRODUCT (INCLUDING SPONSOR’S NAME) AND DISPLAYING THE DATE AND TIME OF PURCHASE AND THE STORE WHERE THE PURCHASE OCCURRED.

THESE TERMS CONTAIN A MANDATORY ARBITRATION PROVISION IN SECTION 17 THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS, PROHIBITS CLASS ACTION CLAIMS, AND LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF CERTAIN DISPUTES.

For purposes of the Sweepstakes, all times refer to Pacific Time (“*PT*”) and the Sponsor’s computer is the official clock. The Win An Autographed picture of Tony Hawk Sweepstakes (the “*Sweepstakes*”) begins on May 12, 2025 at 12:01AM PT and ends on May 27th, 2025 at 11:59PM PT (the “*Sweepstakes Period*”).

1. **Agreement to Official Rules.** By entering or participating in the Sweepstakes, you accept and agree to be bound by these “*Official Rules*” and all terms associated with the Prize (if verified as the Prize winner). All capitalized terms used but not defined herein shall have the respective meaning given to them in terms of the Platform (<https://terms.vtagz.com/>) (the “*Platform Terms*”). In the event of any conflict between these Official Rules, any Sponsor terms of service, the [Platform Terms](#), and any terms of purchase of Sponsor’s products, these Official Rules will govern with respect to the Sweepstakes and disposition of the Prize. You hereby acknowledge and agree that the Prize will be fulfilled by the Sponsor, and that Mammoth Media, Inc. (the “*Platform*” and “*Administrator*”) are not responsible for the lack of or delay in fulfillment of the Prize.
2. **Eligibility.** The Sweepstakes is open to residents of all fifty (50) states and the District of Columbia (“*D.C.*”) in the United States that are the age of majority (eighteen (18) years of age in most states or older) as of the date of entry. Entrants must have either a valid Social Security number and/or a valid U.S. Individual Taxpayer Identification Number. Employees of Sponsor, Platform, Administrator, and their respective parent companies, affiliates, subsidiaries, officers, directors, advertising, promotion, fulfillment and other coordinating agencies, service providers, prize suppliers, Sponsor’s retailers, Sponsor’s distributors, individuals providing services to Sponsor through an outsourcer or temporary employment agency during the Sweepstakes Period, and their respective immediate family members (i.e. a spouse, domestic partner, child, sibling, or parent) and persons living in the same household (whether related or not), are not eligible to enter or participate in the Sweepstakes. For the avoidance of doubt, persons located in any country to which the United States has embargoed goods or has otherwise applied any economic sanctions are not eligible for participation in the Sweepstakes.
3. **How to Enter.** If you meet all the requirements as provided in Section 2 herein, you may enter the Sweepstakes. **The number of Sweepstakes entries you may enter during the Sweepstakes Period is limited to one hundred (100) entries per person.** Any attempt by an entrant to obtain more than the stated number of entries/sweepstakes submissions by using multiple/different phone numbers, identities, registrations, logins, AI generative technology, or any other methods other than as described herein, including, but not limited to, commercial contest/sweepstakes subscription notification and/or entering

services, will void that entrant's entries/sweepstakes submissions or excess submissions, in Sponsor or Administrator's sole discretion. There are two (2) ways you can enter the Sweepstakes (each, an **"Entry"**):

- (a) **Store Visit:** Entrants must visit a store that sells Sponsor's product, purchase the product(s), go to <http://liquiddeath.com/tonyhawk>, and sign up by providing your mobile phone number and consent to receive sweepstakes and marketing messages via SMS text from Sponsor/Platform/Administrator; then you will receive a SMS text message on how to upload the **receipt** of the purchase of the Sponsor's product(s). After you upload a receipt, you will receive a SMS text message confirming receipt of entrant's submission. Entrants may stop receiving text messages at any time by texting "Stop" to any text received. In order to constitute a valid entry for the Sweepstakes, the receipt must contain the following information and meet the following criteria ("**Qualifying Receipt Requirements**"):
- i. The receipt must clearly display the visible date and time of purchase to verify the purchase was made within the Sweepstakes Period;
  - ii. The store name and address/store ID must be visible to confirm the purchase location is within the eligible geographical area where the Sweepstakes is offered (i.e., fifty (50) states and D.C.);
  - iii. The receipt must be itemized and specifically include the purchased Sponsor product(s) as an itemized entry (e.g., the receipt must clearly include Sponsor's name (Liquid Death) and the product(s) purchased); and
  - iv. Receipts must be original and must not show signs of alteration or tampering in Sponsor's sole and absolute discretion.

The determination of whether a submitted receipt meets each of the Qualifying Receipt Requirements shall be determined in Sponsor's sole reasonable discretion, unless otherwise noted. Each purchase of a qualifying Liquid Death beverage product that meets the Qualifying Receipt Requirements will result in one (1) Entry. For example, the purchase of a single can, a 6-pack, or larger quantity will each result in one (1) entry. Once a receipt entry has been submitted, it cannot be submitted again. Duplicate receipt entries will be disqualified. By entering in the requested information on the Website, you create an account with Platform's service; making an account on the Platform's services does not require payment of funds. Your creation and holding of an account on the Platform's services is subject to the [Platform Terms](#).

Without limiting any other terms of these Official Rules, Sponsor and Administrator each reserve the right to disqualify any Entry (or any entrant), in its sole discretion, if Sponsor or Administrator finds proof or has cause to suspect such entrant's Entry is fraudulent, deceptive, altered, has been tampered with, or is otherwise deceptive or illegitimate (as determined by Sponsor or Administrator in its sole discretion). The decisions of the Sponsor and Administrator will be final. If entrants use a web-enabled mobile device to participate, data rates may apply (entrants should contact their service provider for data rates/plans).

- (a) **Envelope Upload: NO PURCHASE NECESSARY TO ENTER.** To enter without visiting a store and making a purchase, upload a clear and legible picture of the Entrant's handwritten name, phone number, email and current time on a #10 business-sized envelope for submission ("Alternate Mail Entry Information") to the following link ("Alternate Method of Entry"): <https://kr8.la/LDTonyHawkAMOE>

One (1) #10 envelope upload will result in receipt of one (1) Entry. **Alternate Method of Entries must be uploaded separately, sent by May 27<sup>th</sup>, 2025.** Only one (1) Alternative Method of

Entry can be submitted per day. Any Alternate Method of Entry received that is not legible will not be a valid Entry. No mass produced typed/copied/printed reproductions of Alternate Method of Entry will be accepted.

Proof of submitting an Entry will not be deemed by Sponsor as proof of receipt or entry into the Sweepstakes. All required information, Qualifying Receipt Requirements and Alternate Mail Entry information (collectively, ***“Entry Information”***) must be completed in full, be accurate and valid. The Entry Information must match the information of the entrant that completed the act of physically entering the Sweepstakes. Entrants can enter via both methods/mechanisms described above, however only up to one hundred and nine (109) Entries can be received by one (1) entrant, up to one valid, up to one valid Entry per day .

4. **Prize Drawing:** The winner of the Sweepstakes will be chosen at random from among all eligible Entries on or around May 30, 2025. The potential winner will be notified on or around June 1st, 2025 at the phone number associated with the selected Entry or such other method specified by Administrator and will be required to answer eligibility questions. Administrator will make three (3) notification attempts within a period of two (2) business days. Potential winner(s) will have three (3) business days to respond to the notification. Sponsor reserves the right to make a public announcement announcing the winner in any manner it deems reasonably appropriate (such as via website, social media and/or similar platform). An alternate potential winner will be selected if the initial (or subsequently selected potential winner if the initial potential winner is deemed ineligible): (a) cannot be located; (b) fails to confirm that they are claiming the Prize within three (3) business days of notification of being selected as the potential winner; or (c) fails to comply with or otherwise complete all requirements for eligibility set forth in these Official Rules (collectively, the ***“Eligibility Requirements”***). This selection of the winner and notification process shall continue until a winner is confirmed if the alternative winner(s) is/are unable to claim the Prize. The random selection is final and binding. Neither Sponsor nor Administrator assumes any responsibility for undeliverable text messages or communication (*e.g.*, resulting from any form of active or passive filtering by an email/mobile client or for insufficient space in an email/mobile account to receive an email).

5. **Eligibility Requirements:** Potential winner(s) will be required to sign, have notarized, and return an original, unmodified Affidavit of Eligibility, a Liability Release, (where legal) a Publicity Release (collectively "**Affidavit/Release**"), an IRS W-9 Form, a Background Authorization Form, and any other documentation that Sponsor Administrator requires within five (5) days after receipt by potential winner(s) or such potential winner(s) may be disqualified and an alternate potential winner(s) may be selected. When the Administrator contacts a potential winner and determines that he/she/they has met all Eligibility Requirements of the Sweepstakes, such individual will be declared the "winner" of the Sweepstakes. The Eligibility Requirements include the execution of all required waivers, publicity and liability releases and disclaimers. The winner must complete all of the foregoing within five (5) days following notification of being a potential winner of the Sweepstakes. ANY POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY ADMINISTRATOR, IN ITS SOLE DISCRETION, WHOSE DECISIONS ARE FINAL AND BINDING. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL THAT ENTRANT'S ELIGIBILITY AND COMPLIANCE WITH ALL REQUIREMENTS TO CLAIM THE PRIZE HAVE BEEN VERIFIED AND FULFILLED PURSUANT TO THESE ELIGIBILITY REQUIREMENTS, AND THE ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.
6. **Prizes:** The Prize to be awarded from the Sweepstakes is an autographed picture of Tony Hawk (ARV: \$250) the "**Prize**". The winner has three (3) days from the date he/she/they receives the Affidavit/Release, to accept the Prize. The winner acknowledges that the autographed picture will be shipped to them by October 31, 2025.

**The odds of winning the Prize depends on the total number of eligible Entries received.** Sponsor will not replace the Prize if it is lost or stolen. You agree to provide Administrator and/or Sponsor with any additional information and complete any required tax or other forms relating to your receipt of the Prize.

**Total ARV of the Autographed picture of Tony Hawk is up to \$250.**

All expenses associated with the receipt or use of the Prize not specifically mentioned as being included are excluded and are the sole responsibility of the winner. Prize is not transferable. However, Sponsor may, in its sole discretion choose to substitute a Prize (or prize component) of equal or greater value due to unavailability or for any other reason.

All federal, state, or other tax liabilities (including but not limited to income taxes) arising from participation in the Sweepstakes or award of any prize will be the sole responsibility of the winner, unless otherwise stated in Section 4. If prize value is \$600 or more, winner(s) will be issued an IRS Form 1099-MISC from the Sponsor(s) or Sponsor's designee for the total ARV of the prize won (as stated herein) in the calendar year won.

7. **DISCLAIMERS & LIMITATION OF LIABILITY.**

- (b) NEITHER SPONSOR, PLATFORM NOR ADMINISTRATOR IS RESPONSIBLE FOR (I) LATE, TAMPERED WITH, FORGED, DELETED, LOST, MISPLACED, STOLEN, DESTROYED, DROPPED, INACCESSIBLE, CORRUPTED, JUMBLED, DELAYED, DAMAGED, POSTAGE-DUE, INCOMPLETE, ILLEGIBLE, GARBLED, MECHANICALLY DUPLICATED AND MASS MACHINE PRINTED, MUTILATED, MISDIRECTED OR UNDELIVERABLE ENTRIES, RESPONSES, OR OTHER CORRESPONDENCE, WHETHER BY EMAIL, ADDITIONAL DIGITAL TRANSMISSIONS, POSTAL MAIL OR OTHERWISE; (II) THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO OR ALTERATIONS OF ENTRY MATERIALS OR ENTRIES; OR (III) PHONE, ELECTRICAL, NETWORK, COMPUTER, HARDWARE, SOFTWARE PROGRAM OR TRANSMISSION MALFUNCTIONS, INCLUDING ANY TECHNICAL OR MECHANICAL ERROR WHEN TRANSMITTING SMS TRANSMISSIONS, PUSH NOTIFICATIONS AND/OR MOBILE ALERTS, FAILURES OR DIFFICULTIES OR ANY TECHNICAL HARDWARE OR SOFTWARE FAILURES OF ANY KIND, WHICH MAY LIMIT A PERSON'S ABILITY TO PARTICIPATE IN THE SWEEPSTAKES.

(c) THE PRIZES ARE PROVIDED "AS IS." SPONSOR, PLATFORM AND ADMINISTRATOR SPECIFICALLY DISCLAIM ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. IN NO EVENT WILL SPONSOR NOR ADMINISTRATOR BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE SWEEPSTAKES, INCLUDING (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS OR INCORRECTLY CONSTRUCTED TRANSACTIONS OR (II) SERVER FAILURE OR DATA LOSS WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SPONSOR, PLATFORM OR ADMINISTRATOR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

8. **Indemnification.** You agree to release, indemnify, defend and hold Sponsor, Platform, Administrator, and such parties' respective parent, affiliates, subsidiaries, directors, officers, employees, sponsors and agents, including advertising and promotion agencies, and assigns, and any other organizations related to the Sweepstakes, harmless, from and against any and all claims, injuries, damages, expenses or losses to person or property and/or liabilities of any nature that in any way arise from participation in the Sweepstakes including, without limitation: (a) any condition caused by events beyond Sponsor's, Platform's or Administrator's control that may cause the Sweepstakes to be disrupted or corrupted; (b) the Prize, or acceptance, possession, or use/misuse or defects of the Prize; (c) participation in the

Sweepstakes; (d) human error; and (e) any printing or typographical errors in any materials associated with the Sweepstakes. Sponsor shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused by or have contributed to (1) any wrongful, negligent or unauthorized act or omission on the part of a Prize supplier (if applicable) or any of its agents, servants, employees or independent contractors, (2) any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of Sponsor, or (3) any other cause, condition or event whatsoever beyond the control of Sponsor or its parents, subsidiaries and affiliated companies.

9. **Publicity.** Except where prohibited by law, by participating in the Sweepstakes and/or winning the Prize, you irrevocably consent to the use of your name, image, photograph, likeness, biographical information, Entry, statements attributed to you (if true) and any video footage related to the Prize, for Sponsor's and its affiliates' advertising, promotional and/or other commercial and archival purposes in all media now or hereafter known, worldwide and in perpetuity without additional compensation. You also consent to the Sponsor's and Administrator's putting your name on a winner's list. Please note that Administrator, Platform and/or Sponsor may not acknowledge or return any Entries.
10. **Additional Conditions.** Sponsor, Platform and Administrator reserve the right, in their sole discretion, to terminate, modify or suspend the Sweepstakes in whole or in part, if in Sponsor's opinion: (a) the Sweepstakes is not capable of running as planned by reason of the occurrence of any event beyond its control, including, without limitation, fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications, equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweepstakes by any party, or any federal, state, local or government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's, Platform's or Administrator's control; or (b) any other factors beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, in all instances without liability to the entrants. If, for any reason, the Sweepstakes is not capable of running as originally planned, Sponsor will instruct the Administrator to conduct a random drawing and award the Prize from all salvageable eligible Entries received prior to and/or after (as appropriate) the action taken by the Sponsor or award the Prize in a manner that is fair and equitable. Notice of such action by the Sponsor will be posted on the Website. Sponsor, Platform and Administrator also reserve the right to disqualify any entrant or winner, as determined by Sponsor or Administrator, in its sole discretion, who is found to be tampering with the entry process or the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any person attempting to defraud or tamper with the Sweepstakes will be prosecuted and is not eligible for the Prize. The Prize is for personal consumption only and may not be resold or otherwise used for commercial purposes.
11. **Personal Information.** Sponsor, Platform or Administrator may collect personal data about entrants online in accordance with its privacy policies and as may be more specifically set forth in these Official Rules. Please review these Official Rules and Administrator's, Platform's and Sponsor's respective privacy policies, which can be found at <https://privacypolicy.vtagz.com> and <https://liquiddeath.com/policies/privacy-policy>. Entrants understand, agree, and consent that any personally identifiable information provided to the Administrator may be retained and used for the purposes of this Sweepstakes (including as applicable but not limited to any applicable record keeping, tax forms, state registrations, and/or any prize fulfillment related obligations). The Administrator does not and will not sell the personally identifiable information of any entrant or winner. Furthermore, the Administrator will not share or disclose any personally identifiable information to any third-party company or business unrelated to the Sweepstakes.

12. **Rules/Name of Winner:** For the name of the winner or for a copy of these Official Rules, send an email to [winnerslist@mammoth.la](mailto:winnerslist@mammoth.la) with the name of the Sweepstakes and "Winner List" or "Rules" (specify which) in the subject line. All email requests must be received no later than two (2) months after the end date. The Official Rules will be available on the Website, during the entire Sweepstakes. Name of the winner may also be posted on the Website.
13. **Sponsor:** Supplying Demand, Inc. dba Liquid Death 4077 Redwood Avenue, Los Angeles, CA 90066.
14. **Contact.** If you have any questions relating to the Sweepstakes, you may contact Administrator via email at: [moreinfo@mammoth.la](mailto:moreinfo@mammoth.la) with the name of the Sweepstakes and "Question" (specify which) in the subject line.
15. **General Terms.** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of these Official Rules is determined to be invalid or otherwise unenforceable or illegal by a tribunal of competent jurisdiction, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's, Platform's or Administrator's failure to enforce any provision of these Official Rules will not constitute a waiver of that term or any other provision of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof. All federal, state and local laws and regulations apply. These Official Rules and the Sweepstakes in general shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice of law or conflict of laws rules.
16. **Binding Arbitration.** Except where prohibited by law, you agree that (a) ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SWEEPSTAKES OR THE PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, (b) any dispute, controversy or claim arising out of or relating to the Sweepstakes or any prize awarded shall be resolved by binding arbitration administered by JAMS ("JAMS") in accordance with the rules of JAMS Streamlined (for claims under \$250,000) or the JAMS Comprehensive Arbitration Rules and Procedures (for claims over \$250,000) (the "JAMS Rules") then in effect, (c) any arbitration shall be heard by one (1) arbitrator to be selected in accordance with the JAMS Rules, in Los Angeles County, California, (d) unless both you and Sponsor agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of class or representative proceeding, (e) judgment upon any award rendered may be entered in any court having jurisdiction thereof and (f) any award or judgment shall be subject to all limitations and releases set forth in these Official Rules and be limited to actual out of pocket damages, and shall not, in any event, include any punitive, exemplary, consequential or incidental damages, attorney's fees or costs of bringing a claim, or any injunctive or other equitable relief. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. The Parties will share equally in payment of the arbitrator's fees and arbitration expenses and any other costs unique to the arbitration hearing (recognizing that each side bears its own deposition, witness, expert and attorneys' fees and other expenses to the same extent as if the matter were being heard in court).