

## LIQUID DEATH

### OFFICIAL RULES OF “WIN A LIQUID DEATH X TAYLOR MORRISON HOME 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, HOME TOUR, OR MOBILE PHONE USAGE DOES NOT IMPROVE ONE’S CHANCE OF WINNING. STANDARD TEXT MESSAGE, DATA RATES, TERMS AND CONDITIONS MAY APPLY.

POTENTIAL WINNER (“**GRAND PRIZE WINNER**”) ACKNOWLEDGES THAT THE TAYLOR MORRISON RESIDENTIAL HOME (THE “**GRAND PRIZE HOME**”) WILL BE ONE (1) SINGLE-FAMILY HOME ON A LOT SELECTED BY TAYLOR MORRISON IN ITS SOLE DISCRETION LOCATED IN ONE OF THE FOLLOWING TAYLOR MORRISON COMMUNITIES OF THE GRAND PRIZE WINNER’S CHOICE: **1)** WATERSTONE 40s AND ADEN AT WESTVIEW SOUTH 45s IN ORLANDO, FL, **2)** HOCKLEY MEADOWS 40s AND REDBUD 40s IN HOUSTON, TX, OR OBERLIN AND ROCKRIDGE IN INDIANAPOLIS, IN (EACH, A “**COMMUNITY**”). THE GRAND PRIZE HOME WILL HAVE, ON A LIMITED BASIS, LIQUID DEATH™ SODA-FLAVORED SPARKLING WATER AVAILABLE THROUGH SOME OR ALL OF THE HOME’S PLUMBING FIXTURES FOR A PREDETERMINED AMOUNT OF TIME (SEE BELOW FOR MORE DETAILS).

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 16 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 A Liquid Death X Taylor Morrison Home Sweepstakes (the “**Sweepstakes**”) begins on March 31, 2026 at 12:01 AM PT and ends on June 30, 2026 at 11:59 PMPT (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 Grand Prize Home or cash prize alternative (“**Cash Prize**”) (if verified as the Grand Prize Winner). All capitalized terms used but not defined herein shall have the respective meaning given to them in the terms of the Platform located at <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 Grand Prize Home or Cash Prize (“**Prize**”). You hereby acknowledge and agree that the Prize will be fulfilled by the Sponsor and Taylor Morrison, Inc., and that Lunar Solar Group, LLC. (the “**Platform**”) and [Enteractive Solutions Group, Inc.](#) (the “**Administrator**”) are not the supplier or guarantor of the Prize and are not responsible for the lack of or delay in fulfillment of the Prize. Sponsor, Taylor Morrison, Inc., Platform and Administrator shall be collectively referred to in these Official Rules as the “**Sweepstakes Entities**.”
- 2. Eligibility.** The Sweepstakes is open only to United States citizens and lawful permanent residents who are currently physically located in, and legal residents of, one of the forty-nine (49) United States or the District of Columbia (“**D.C.**”) who are the age of majority (eighteen (18) years of age in most states or older) as of the date of entry. Residents of New York, Guam, Puerto Rico, and all other U.S. territories and possessions are not eligible to enter the Sweepstakes. Entrants must have either a valid Social Security number and/or a valid U.S. Individual Taxpayer Identification Number. Employees of the Sweepstakes

Entities and their respective parent companies, affiliates, subsidiaries, officers, directors, assigns, 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.

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 400.** Any attempt by an entrant to obtain more than the stated number of entries/sweepstakes submissions by using multiple/different email addresses, 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 three (3) ways you can enter the Sweepstakes (each, an "**Entry**"):

(a) Liquid Death Purchase: Entrants must visit or purchase from a store that sells Sponsor's soda-flavored sparkling water, purchase the water, go to <https://liquiddeath.com/SodaHouse> ("**Purchase Entry Website**"), and sign up by providing your first and last name, email address, mobile phone number, and consent to receive sweepstakes and marketing messages via email and 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 soda-flavored sparkling water. 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. If purchasing at a physical store, 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., forty-nine (49) states of the United States and D.C.);
- iii. The receipt must be itemized and specifically include the purchased Sponsor's soda-flavored sparkling product(s) as an itemized entry (i.e., 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.

Each unit of Liquid Death™ soda-flavored sparkling product on a Qualifying Receipt will result in one (1) Entry. For example, (x) the purchase of a six (6)-pack of Liquid Death™ soda-flavored sparkling beverages will result in six (6) Entries OR (y) the purchase of a twelve (12)-pack of Liquid Death™ soda-flavored sparkling beverages will result in twelve (12) Entries. Once a receipt entry has been submitted, it cannot be submitted again. If it cannot be determined if a six (6)-pack or twelve (12)-pack case of Liquid Death™ soda-flavored sparkling beverages was purchased, entrant will receive twelve (12) Entries. Duplicate receipt Entries will be disqualified. By entering in the requested information on the Purchase Entry 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 their 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 illegitimate (as determined by Sponsor or Administrator in their 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).

- (b) Taylor Morrison Home Tour: During the Sweepstakes Period, a person touring a Taylor Morrison model home in Washington, Oregon, California, Arizona, Nevada, Texas, Colorado, Georgia, Florida, Indiana, South Carolina, or North Carolina will receive a card containing a QR code. To enter the Sweepstakes, the entrant must scan the QR code, which will direct them to the Purchase Entry Website, and complete registration by providing the requested information. After completing registration, the entrant will receive five (5) Entries into the Sweepstakes ("**Home Visit Entry**"). **Limit one (1) Home Visit Entry per person.** By completing the online registration, entrant confirms the accuracy and veracity of the information provided. A visit to a Taylor Morrison Sales Center, an opt-in to receive information from the Sponsor or Taylor Morrison, an inquiry regarding a Taylor Morrison home and/or the purchase of a Taylor Morrison home has no impact or bearing in the Grand Prize Winner selection process and does not increase your chances of winning. Taylor Morrison and Sponsor have no involvement in the random drawing to select the Grand Prize Winner, which is independently administered by a 3rd party promotion Administrator.
- (c) Digital Entry: **NO PURCHASE NECESSARY TO ENTER.** To enter without a purchase or model home tour, access the alternate method of entry (AMOE) website at <https://a.cstmapp.com/p/1010070> ("**AMOE Website**") during the Sweepstakes Period. Then entrants must submit the following information: first name, last name, email address, and phone number. ("**AMOE Entry Information**"). After completing and submitting the AMOE Entry Information, said entrant will then receive one (1) Entry into the Sweepstakes ("**AMOE Entry**"). One (1) AMOE Entry will result in receipt of 1 Entry. Entrant is limited to a maximum of 400 Entries as stated above. **AMOE Entries must be submitted during the Sweepstakes Period.**

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 AMOE 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 a combination of the methods/mechanisms described above, however only up to 400 Entries can be received by one (1) entrant.

- 4. **Prize Drawing.** The Grand Prize Winner of the Sweepstakes will be chosen at random from among all eligible Entries on or around July 30, 2026 by the Administrator, an independent compliance organization. The potential Grand Prize Winner will be notified on or around August 7, 2026 at the email address or 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 Grand Prize Winner(s) will have three (3) business days to respond to the notification. Sponsor reserves the right to make a public announcement announcing the potential Grand Prize Winner in any manner it deems reasonably appropriate (such as via website, social

media and/or similar platform). An alternate potential Grand Prize Winner will be selected if the initial (or subsequently selected potential Grand Prize Winner if the initial potential Grand Prize 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 Grand Prize 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 Grand Prize Winner and notification process shall continue until a Grand Prize Winner is confirmed if the alternative Grand Prize Winner(s) is unable to claim the Prize. The random selection is final and binding. Neither Sponsor nor Administrator assumes any responsibility for undeliverable emails 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 Grand Prize 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 the Sponsor or Administrator requires within five (5) days after receipt by potential Grand Prize Winner(s) or such potential Grand Prize Winner(s) may be disqualified and an alternate potential Grand Prize Winner(s) may be selected. When the Administrator contacts a potential Grand Prize Winner and determines that he/she has met all Eligibility Requirements of the Sweepstakes, such individual will be declared the official "Grand Prize Winner" of the Sweepstakes. The Eligibility Requirements are as follows: (a) the execution of all required waivers, publicity and liability releases and disclaimers (as defined below); and (b) successful completion and clearance of a background check. The results from the background check must be satisfactory, in Sponsor's sole and absolute discretion, and if the Grand Prize Winner has been convicted of a felony as of June 1, 2026, he/she will be automatically disqualified and an alternate Grand Prize Winner will be selected. The potential Grand Prize Winner must complete all of the foregoing within five (5) days following notification of being a potential Grand Prize Winner of the Sweepstakes. ANY POTENTIAL GRAND PRIZE WINNER IS SUBJECT TO VERIFICATION BY ADMINISTRATOR, IN ITS SOLE DISCRETION, WHOSE DECISIONS ARE FINAL AND BINDING. AN ENTRANT IS NOT A GRAND PRIZE WINNER OF THE PRIZE UNLESS AND UNTIL THAT ENTRANT'S ELIGIBILITY AND COMPLIANCE WITH ALL REQUIREMENTS TO CLAIM THE GRAND PRIZE HAVE BEEN VERIFIED AND FULFILLED PURSUANT TO THESE ELIGIBILITY REQUIREMENTS, AND THE POTENTIAL GRAND PRIZE-WINNING ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.
  
6. **Prize.** The Grand Prize Home consists of one (1) Taylor Morrison single-family residential home on a lot selected by Taylor Morrison in its sole discretion located in one of the following Taylor Morrison communities of the Grand Prize Winner's choice: i) WATERSTONE 40s AND ADEN AT WESTVIEW SOUTH 45s IN ORLANDO, FL, ii) HOCKLEY MEADOWS 40s AND REDBUD 40s IN HOUSTON, TX, OR iii) OBERLIN AND ROCKRIDGE IN INDIANAPOLIS, IN (each, a "Community") that will have Liquid Death™ Soda-Flavored Sparkling Water available through some or all of the home's plumbing fixtures for a maximum period of three (3) days. The flavor and formula of the Liquid Death™ Soda-Flavored Sparkling Water will be determined by Liquid Death in its sole discretion. The total approximate retail value ("**ARV**") of all components in the Grand Prize Home (excluding any temporary or permanent components that may be necessary to provide Liquid Death™ Soda-Flavored Sparkling Water) ranges from \$265,000 to \$355,000 depending on the location of the Grand Prize Home that is selected.

The location of the Grand Prize Home awarded will be selected by the Grand Prize Winner from among the previously provided Taylor Morrison home elevation/floor plans and it cannot exceed the stated ARV. The ARV of the Grand Prize Home is not subject to review or challenge and is calculated to include the structure, components, options, appliances (if any), lot, and landscaping as determined by Taylor

Morrison in its sole and absolute discretion. Taylor Morrison's decisions regarding various available options are final and not subject to challenge or appeal. While the ARV of the Grand Prize Home is between \$265,000 to \$355,000 the actual retail value may vary depending on market fluctuations, local property values and geographic location of the Community selected by the Grand Prize Winner. Any difference between the ARV of the Grand Prize Home and the actual value of the Grand Prize Home at the time of conveyance will not be awarded. The Grand Prize Home shall be conveyed to the Grand Prize Winner without representations or warranties, express or implied, other than those, if any, provided by Taylor Morrison's affiliated selling entity to its homeowners pursuant to the Home Contract (defined below), and other than any applicable manufacturers' warranties. Real estate transfer taxes, deed recording charges and closing costs (including any necessary legal fees), pursuant to an agreement with Taylor Morrison (the "**Home Contract**") to acquire the Grand Prize Home, shall be the sole responsibility of the Grand Prize Winner, as will all current and future real estate taxes and all other taxes, costs, fees, and expenses related to the receipt, ownership and maintenance of the house commencing as of the date the Grand Prize Winner appropriately completes the close of escrow. Homeowners Association contributions, fees and assessments, title insurance, and homeowner's hazard and liability insurance shall be the sole responsibility of the Grand Prize Winner. Condition of title to the Grand Prize Home shall be as set forth in the Home Contract. The Grand Prize Home may not be fully constructed as of the date the Grand Prize Winner is selected, but in such event Taylor Morrison anticipates construction will be completed no later than one hundred eighty (180) days after the Grand Prize Winner is verified. Taylor Morrison and Sponsor shall not be responsible for construction delays. The Grand Prize Winner must complete the close of escrow/closing no later than thirty (30) days after Taylor Morrison notifies the Grand Prize Winner that construction of the Grand Prize Home is complete, or (2) December 31, 2026. Grand Prize Winner will be responsible for all expenses not expressly identified herein, including but not limited to travel to and from the selected Community and travel to and from any appointments required for the closing. Among other reserved rights relating to marketing, Taylor Morrison and Sponsor reserve the right to produce, reproduce or televise the delivery of the Grand Prize Home.

In lieu of selecting and taking title to the Grand Prize Home, the Grand Prize Winner will have the option of electing to receive a Cash Prize in the amount of \$250,000, awarded in the form of an electronic funds transfer. Grand Prize Winner must elect in writing to take the Cash Prize within five (5) days after the Sponsor delivers notice to the Grand Prize Winner that they have been selected as the Grand Prize Winner, and thereafter the Grand Prize Winner will not be eligible to receive the Grand Prize Home. If the Grand Prize Winner cannot take possession of the Grand Prize Home due to a force majeure event, failure of construction, or any other reason identified by Taylor Morrison or Sponsor in its sole discretion, Grand Prize Winner shall receive the Cash Prize.

NON-DELIVERY OF GRAND PRIZE HOME; SOLE REMEDY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE OFFICIAL RULES, THE SWEEPSTAKES ENTITIES, AND EACH OF THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") SHALL NOT BE LIABLE FOR ANY CLAIMS, DEMANDS, ACTIONS, DAMAGES, LOSSES, COSTS, OR EXPENSES OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF OR RELATING TO THE INABILITY TO DELIVER, CONVEY, OR OTHERWISE MAKE AVAILABLE THE GRAND PRIZE HOME TO THE GRAND PRIZE WINNER, REGARDLESS OF THE CAUSE OR REASON FOR SUCH INABILITY, INCLUDING WITHOUT LIMITATION FAILURE OF CONSTRUCTION, CONSTRUCTION DELAYS, SUPPLY CHAIN DISRUPTIONS, ACTS OF GOD, FORCE MAJEURE EVENTS, REGULATORY OR GOVERNMENTAL ACTION OR INACTION, ZONING OR PERMITTING ISSUES, OR ANY OTHER CAUSE WITHIN OR OUTSIDE THE CONTROL OF ANY RELEASED PARTY. IN THE EVENT THAT THE GRAND PRIZE HOME CANNOT BE DELIVERED TO THE GRAND PRIZE WINNER FOR ANY REASON WHATSOEVER, THE GRAND PRIZE WINNER'S SOLE AND EXCLUSIVE REMEDY SHALL BE RECEIPT OF THE CASH PRIZE AS SET FORTH HEREIN, AND THE GRAND PRIZE WINNER HEREBY IRREVOCABLY WAIVES ANY AND ALL CLAIMS, RIGHTS, AND CAUSES OF ACTION AGAINST

THE RELEASED PARTIES ARISING FROM OR RELATED TO THE NON-DELIVERY OF THE GRAND PRIZE HOME BEYOND THE RIGHT TO RECEIVE SAID CASH PRIZE. THE GRAND PRIZE WINNER EXPRESSLY ACKNOWLEDGES AND AGREES THAT SPONSOR'S OBLIGATIONS WITH RESPECT TO THE GRAND PRIZE HOME ARE LIMITED SOLELY TO FACILITATING THE SWEEPSTAKES PROMOTION AND THAT SPONSOR MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND REGARDING THE DELIVERY, COMPLETION, CONDITION, OR AVAILABILITY OF THE GRAND PRIZE HOME.

**All costs, taxes, fees, and expenses associated with any element of the Prize not specifically addressed above are the sole responsibility of the Grand Prize Winner. All federal, state, and local taxes on the Prize are Grand Prize Winner's responsibility. The Grand Prize Winner will be issued a 1099 tax form for the actual value of the Prize. The specifics of all aforementioned elements of the Grand Prize Home in the Sweepstakes shall be solely determined by Taylor Morrison or Sponsor. Other restrictions may apply. Grand Prize Home cannot be transferred, substituted or redeemed for cash except at Taylor Morrison's sole discretion or as expressly provided herein (i.e. Cash Prize). Taylor Morrison and Sponsor reserve the right to substitute the Grand Prize Home, or portions thereof, with a prize of comparable or greater value, at their sole discretion. Any Grand Prize Winner acknowledges and agrees that the Grand Prize Home must be identified and used as the Grand Prize Winner's primary residence, and the Grand Prize Winner shall be restricted from renting or leasing the home to third parties for a period of two (2) years after completion of the close of escrow, with such restrictions being recorded as covenants on title to the home prior to the close of escrow. Grand Prize Winner acknowledges advertisements and other promotional materials associated with this Sweepstakes may depict additional elements that are not included in the Grand Prize Home and agrees that the only elements of the Grand Prize Home are those stated in these Official Rules.**

**The odds of winning the Grand Prize Home depend on the total number of eligible Entries received.** Sponsor will not replace the Cash Prize, or any portion thereof, 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. Any depiction of the Grand Prize Home in promotional materials or otherwise is for illustrative purposes only.

**Total ARV of the Grand Prize Home is up to \$355,000. The Total ARV of the Cash Prize is \$250,000. The total ARV of the Prize is up to \$355,000.**

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 Grand Prize Winner, unless otherwise stated in Section 4. The Grand Prize 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. See additional terms below related to the Grand Prize.

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

- (a) THE SWEEPSTAKES ENTITIES ARE NOT RESPONSIBLE FOR (I) LATE, TAMPERED WITH, FORGED, DELETED, LOST, MISPLACED, STOLEN, DESTROYED, DROPPED, INACCESSIBLE, CORRUPTED, JUMBLED, DELAYED, DAMAGED, INCOMPLETE, ILLEGIBLE, INCORRECT OR INACCURATE TRANSCRIPTION OF REGISTRATION/ENTRY INFORMATION, MECHANICALLY DUPLICATED AND MASS MACHINE PRINTED, MUTILATED, MISDIRECTED OR UNDELIVERABLE ENTRIES, RESPONSES, OR OTHER CORRESPONDENCE, WHETHER BY EMAIL, ADDITIONAL DIGITAL TRANSMISSIONS OR OTHERWISE; (II) THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO OR ALTERATIONS OF ENTRY MATERIALS OR ENTRIES; OR (III) PHONE, ELECTRICAL, NETWORK, COMPUTER, HARDWARE, SOFTWARE PROGRAM, COMPATIBILITY, 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 DEFECTS OF ANY KIND INCLUDING ANY WIRELESS NETWORK DEAD ZONES OR OBSTRUCTIONS OR ANY DAMAGE TO AN ENTRANT'S COMPUTER/MOBILE DEVICE, WHICH MAY LIMIT A PERSON'S ABILITY TO PARTICIPATE IN THE SWEEPSTAKES.

- (b) THE PRIZE IS 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 THE SWEEPSTAKES ENTITIES 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 THE SWEEPSTAKES ENTITIES 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 the Sweepstakes Entities, 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 the control of the Sweepstakes Entities 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; (e) any printing or typographical errors in any materials associated with the Sweepstakes; **(f) the Liquid Death Installation, the LD Container, and any equipment or components related thereto; (g) the consumption, use, or handling of Liquid Death™ products dispensed through the Grand Prize Home's plumbing system; and (h) any health effects, illness, injury, or adverse reaction alleged to result from the consumption of Liquid Death™ products through the modified plumbing system.** The Sweepstakes Entities 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 first name, last initial, image, photograph, likeness, biographical information, Entry, statements attributed to you (if true) and any video footage related to the Grand Prize Home, 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 (e.g. first name, last initial, city, state). Please note that Administrator, Platform, and/or Sponsor may not acknowledge or return any Entries.

10. **Additional Conditions.** The Sweepstakes Entities 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, hurricane, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications, equipment failure, utility or service interruptions, riot or civil disturbance or demonstrations, terrorist threat or activity, war (declared or undeclared), actions of governmental authorities (exempting compliance with applicable codes and regulations), or other force majeure event, 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 the Sweepstakes Entities control; or (b) any other factors beyond Sponsor’s reasonable control that may 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 applicable websites. Sponsor, Platform and Administrator also reserve the right to disqualify any entrant or Grand Prize 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 Grand Prize Home is for personal residential use only and may not be resold or otherwise used for commercial purposes. In case of a dispute over the identity of an entrant who submitted a winning Entry, the authorized account holder of the email address associated with that Entry will be deemed the entrant. Said person must comply with these Official Rules, be the person who completed the act of entering, and, in Sponsor’s sole discretion, may be required to provide proof of ownership of the email account.
11. **Personal Information.** The Sweepstakes Entities 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 the Sweepstakes Entities’ respective privacy policies, which can be found at <https://privacypolicy.vtagz.com> and <https://liquiddeath.com/policies/privacy-policy>, [www.taylormorrison.com/privacy-policy](http://www.taylormorrison.com/privacy-policy) and <https://www.interactivesolutions.com/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 Grand Prize 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 Grand Prize Winner or for a copy of these Official Rules, send an email to [winnerslist@enteractivesolutions.com](mailto:winnerslist@enteractivesolutions.com) 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 applicable websites, during the entire Sweepstakes. Name of the Grand Prize Winner may also be posted on the applicable websites.
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@enteractivesolutions.com](mailto:moreinfo@enteractivesolutions.com) with the name of the Sweepstakes and the word “Question” in the subject line (the email must contain the question).

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. The Sweepstakes Entities' 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 applicable 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).

#### **GRAND PRIZE HOME ADDITIONAL TERMS & CONDITIONS**

17. **In compliance with the Interstate Land Sales Act, this is not an offer to purchase in any jurisdiction where prior registration requirements have not been fully satisfied and is void where prohibited or otherwise restricted by law.**

**THE FOLLOWING DISCLAIMER APPLIES TO THE LIQUID DEATH™ ENABLED GRAND PRIZE HOME AND ALL RELATED COMPONENTS PROVIDED AS PART OF THIS PROMOTION.** The Grand Prize Home may include a temporary, novelty installation enabling certain household plumbing fixtures to dispense Liquid Death™ branded flavored sparkling water instead of municipal or public water (the "**Liquid Death Installation**"). This temporary installation involves placement of a large product container (the "**LD Container**") within or on the home or lot (including but not limited to the garage, rooftop, yard, or another suitable location) and connection of the LD Container to certain interior plumbing lines. While the LD Container remains connected, the Grand Prize Home will neither be connected to nor will it receive municipal or public water and the Grand Prize Home may not be habitable until it is reconnected to the local municipal or public water supply. Liquid Death™ will supply up to 1,000 gallons or approximately three (3) days' worth (whichever occurs first) of Liquid Death™ product for use in the Liquid Death Installation (the "**Initial Supply**"). At the earlier of (i) the depletion of the supplied product or (ii) three (3) days after initial

activation, Taylor Morrison will remove the LD Container and all Liquid Death™ components and reconnect the home to municipal or public water service. Taylor Morrison and Sponsor are not responsible for—and have no obligation to provide—any additional Liquid Death™ product beyond the Initial Supply.

For the avoidance of doubt, the LD Container, the Liquid Death Installation, and all related equipment are temporary promotional components only and are not intended to be a permanent part of the Grand Prize Home. Grand Prize Winner acknowledges that the time for delivery of the Grand Prize Home may be subject to assembly and/or Sponsor’s ability to obtain/construct the Grand Prize Home depending on market conditions in Sponsor’s sole discretion.

18. **NO WARRANTIES; ASSUMPTION OF RISK.** The Liquid Death™ plumbing configuration is a promotional, nonstandard, and temporary installation. Neither Sponsor nor **Taylor Morrison makes any representation or warranty of any kind, express or implied, regarding:** the safety, quality, suitability, or fitness for consumption of Liquid Death™ products when placed in the LD Container, residential plumbing lines, or fixtures; **the suitability of Liquid Death™ products for delivery through residential plumbing systems; any changes in taste, quality, carbonation, or composition that may result from storage in the LD Container or passage through plumbing lines;** any health effects or risks associated with the use or ingestion of Liquid Death™ products when placed in the LD Container, residential plumbing lines, or fixtures; the performance, adequacy, safety, durability, or code compliance of the LD Container, the plumbing connections, or any water lines, fixtures, or systems affected by the installation; the continued operability of the Liquid Death Installation or compatibility of the home’s plumbing with the LD Container; or the condition of the home, including but not limited to, the home’s plumbing system, after removal of the Liquid Death Installation.

**BY ACCEPTING THE GRAND PRIZE HOME, THE GRAND PRIZE WINNER UNDERSTANDS AND AGREES THAT HE/SHE/THEY WILL USE, CONSUME, AND INTERACT WITH THE LIQUID DEATH™ PRODUCTS AND THE MODIFIED PLUMBING SYSTEM SOLELY AT THEIR OWN RISK, AND RELEASES SPONSOR, TAYLOR MORRISON, AND THEIR RESPECTIVE AFFILIATES FROM ANY AND ALL CLAIMS ARISING THEREFROM.**

The Grand Prize Winner assumes all risks associated with the use and operation of the Liquid Death Installation, the LD Container and all related equipment, and the consumption of Liquid Death™ products dispensed through the modified plumbing system. To the maximum extent permitted by law, Sponsor, Taylor Morrison, and their respective affiliates disclaim all warranties, including without limitation warranties of merchantability, fitness for a particular purpose, habitability, performance, or non-infringement, and shall not be liable for any damages, injuries, losses, or claims arising from or related to:

- (a) the Liquid Death Installation, products, or any changes to the taste, quality, carbonation, temperature, or composition of Liquid Death™ products resulting from storage in the LD Container or passage through residential plumbing lines;
- (b) the modified plumbing system or any impacts on the home related to same;
- (c) delays or failures in providing or removing the Liquid Death Installation or LD Container; or
- (d) the absence of municipal or public water service while the LD Container is connected to the home.

19. The Grand Prize Winner agrees to cooperate with Taylor Morrison and Sponsor regarding any access, scheduling, inspections, or municipal/utility requirements necessary for installation or removal of the Liquid Death Installation and LD Container and reconnection to municipal or public water. Taylor Morrison will comply with applicable building codes and permitting requirements for the portions of work it performs; however, the Grand Prize Winner is responsible for complying with any homeownerspecific obligations, HOA rules and requirements, and postinstallation or postremoval requirements.

