

Official Rules

“Race for the Crown Sweepstakes Presented by Bubly Sparkling Water”

Sponsored by VH1

1. NO PURCHASE NECESSARY TO ENTER OR WIN THE PRIZE. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING. A TWITTER ACCOUNT AND INTERNET CONNECTION ARE REQUIRED FOR ENTRY. VOID OUTSIDE OF THE FIFTY (50) UNITED STATES AND DISTRICT OF COLUMBIA AND WHERE PROHIBITED OR RESTRICTED BY LAW.

2. **Entry Period:** The “**The Race for the Crown Sweepstakes**” (the “**Sweepstakes**”) commences at 3:00:01 PM Eastern Standard Time (“**EST**”) on March 11, 2022 and ends at 2:59:59 PM Eastern Daylight Time (“**EDT**”) on April 24, 2022 (the “**Entry Period**”). All entries must be received by 2:59:59 PM (EDT) on April 24, 2022.

3. **Eligibility:** This Sweepstakes is open to individuals who are legal residents of one (1) of the fifty (50) United States or the District of Columbia who are at least eighteen (18) years of age at the time of entry. If a participant is at least eighteen (18) years of age but deemed a minor in his/her jurisdiction of residence (“**Qualifying Minor**”), he/she must obtain parental/legal guardian consent prior to entering the Sweepstakes. Employees and their immediate families (*i.e.*, parents, spouse, children, siblings, grandparents, step parents, step children and step siblings) of Viacom International Inc. on behalf of the VH1 programming services (“**Sponsor**”), ViacomCBS, PepsiCo, Inc. and each of their respective parent companies, affiliated companies, subsidiaries, advertising agencies and third party fulfillment agencies, and each of their respective members, managers, related financing entities, agents, employees, officers, directors, successors and assigns (collectively, the “**Sweepstakes Parties**”) are not eligible to enter this Sweepstakes. By participating in this Sweepstakes, entrants: (a) agree to be bound by these Official Rules and to Sponsor’s Privacy Policy as published at <https://www.viacomcbsprivacy.com/en/policy?> and by the interpretations of these Official Rules by the Sponsor, and by the decisions of the Sponsor, which are final in all matters relating to this Sweepstakes; (b) release, indemnify, and hold harmless each of the Sweepstakes Parties against any and all claims, injury or damage arising out of or relating to participation in this Sweepstakes and/or use or misuse or redemption of the Prize (as hereinafter defined); and (c) acknowledge compliance with these Official Rules and the decisions of the Sponsor, which are final and binding. Sweepstakes is subject to all applicable federal, state and local laws..

4. **To Enter:** During the Entry Period, visit raceforthecrown.com (the “**Game Website**”) on your desktop or mobile device to access and play Race for the Crown interactive game (the “**Game**”), as directed on screen. Registration of the Game is required , for which you must complete all required fields prior to gameplay, including providing your valid email address and acknowledging acceptance of these Official Rules, the terms of the Game, the terms of use of the Game Website (<https://www.vh1.com/legal/o3ccr8/terms-of-use>) and Sponsor’s Privacy Policy [<https://www.viacomcbsprivacy.com/en/policy?>]. By registering and participating in the Game, you will receive one “**Entry**” into the Sweepstakes. All Entries submitted in accordance with these Official Rules shall be referred to hereinafter as the “**Eligible Entries.**”

You must have internet access to participate in this Sweepstakes.

Entrants must complete their Entries as directed and within the timeframe specified by Sponsor. The failure of an entrant to comply with the foregoing may result in an incomplete or disqualified Entry. Sponsor has the sole discretion to determine whether a post qualifies as an Entry.

Entrant agrees, by entering this Sweepstakes that he/she is solely responsible for all data charges that may be incurred. All such charges are billed by and payable to your internet service provider. Please contact your participating mobile service provider for pricing plans, participation status and details. Players can play the Game an unlimited number of times however, limit one (1) Prize per person permitted.

All Entries submitted in accordance with these Official Rules shall be hereinafter referred to as (“**Eligible Entries**”). The odds of winning the Sweepstakes depend on the number of Eligible Entries received during the Entry Period. Please note that if you do not respond to the winner’s notification described in [Section 5](#), you will be disqualified and another winner may be selected. Any entrant suspected or found to be submitting automated Entries of any kind will be disqualified. The person uploading the Entry will be deemed the Entrant (the “**Entrant**”). The potential Winner may be required to show proof of being the authorized account holder of the account associated with the Entry. In the event of a dispute over who submitted a winning Entry, the authorized subscriber of the email account used to participate in the Sweepstakes at the actual time of entry will be deemed to be the Entrant. The authorized account subscriber is defined as the natural person who is assigned an account by the applicable service provider.

5. **Winner’s Selection and Notification.** There will be twenty (20) winners (each a “**Winner**” and collectively, the “**Winners**”) determined by Sponsor at the end of the Entry. Winners will be selected at random from among all Eligible Entries received. Winners must prove eligibility. To the extent permitted by law, Sponsor disclaims any liability from, and Entrants, whether or not selected as a Winner, agree to waive, any claims against Sponsor relating to the winner selection or awarding process. Sponsor reserves the right to select an alternate Winner in the event that an originally selected Winner fails to comply with these Official Rules. Sponsor will make up to two (2) attempts over a twenty four (24) hour period following the potential Winner’s selection to contact the potential Winner via the email address provided at time of registration for the Game. If a potential Winner cannot be reached directly during the twenty four (24) hour period in which he/she is being contacted, such potential Winner will be disqualified and an alternate Winner will be selected at random from among all remaining Eligible Entries.. This process will be repeated until twenty (20) Winners have been contacted and verified, as time permits, in Sponsor’s sole discretion. Sponsor reserves the right to select an alternate potential Winner from among the Eligible Entries received in the event that a potential Winner fails to comply with these Official Rules.

6. **Winner’s Verification:** Each potential Winner must prove eligibility, including, without limitation, proof of

age and residence, phone number, social security or resident alien identification number (if required for tax purposes), within three (3) days of being notified as a potential Winner. In the event of non-compliance by a potential Winner, such potential Winner shall be disqualified and all privileges otherwise due as the Winner shall be terminated and an alternate potential Winner may be chosen from among all of the remaining Eligible Entries received, if time permits, in Sponsor's sole discretion. The potential Winner (or his/her parent or legal guardian if such Winner is deemed to be a Qualifying Minor) must sign within three (3) days of receipt of such documents from Sponsor: (a) an affidavit of eligibility and release of each of the Sweepstakes Parties from any and all liability, loss, claims, demands, and causes of action for personal injury and/or damage, theft, loss, or any other harm suffered in connection with this Sweepstakes and (b) where imposing such condition is legal, a promotional release granting Sponsor the right to use their name and likeness, signature, voice and biography for advertising and publicity purposes without additional compensation ("**Prize Claim Documents**"). Winner agrees to the foregoing and in addition Winner agrees to obtain, upon request of Sponsor any additional documentation and releases necessary to prove his/her unrestricted ownership in all materials contained in his/her Entry and Sponsor's right to use such Entry, in whole or in part, without limitation in all media and for any purpose whatsoever without compensation or further obligation to the Winner. Entry into this Sweepstakes constitutes Entrant's agreement to sign such releases. In addition, if selected as the Winner, Entrant must also complete (or his/her parent or legal guardian if such Winner is deemed to be a Qualifying Minor) any additional legal documents provided by Sponsor (or third party on its behalf, if applicable) with respect to the Prize awarded and return them as instructed within the time frame specified by Sponsor or Winner may forfeit the prize at Sponsor's sole discretion. Sponsor expressly reserves the right to delay the announcement of the Winner for creative or technical reasons or for any other reason Sponsor deems necessary. The affidavit of eligibility provided prior to the receipt of the Prize must be complete and must include Winner's (or his/her parent's or legal guardian's if such Winner is deemed to be a Qualifying Minor) social security or resident alien identification number.

ANY VIOLATION OF THESE OFFICIAL RULES BY A POTENTIAL WINNER (AS DETERMINED IN SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH POTENTIAL WINNER'S DISQUALIFICATION FROM THE SWEEPSTAKES, AND ALL PRIVILEGES AS A POTENTIAL WINNER WILL BE IMMEDIATELY TERMINATED.

7. **Prizes (20):** Each Winner will be awarded a Race for the Crown board game (the "**Prize(s)**").

The approximate retail value (the "**ARV**") of each Prize is \$200.00 and the total ARV of all prizes to be awarded in this Sweepstakes is \$4,000.00. The actual final retail value of the Prize may be higher or lower based on current market conditions at time of prize fulfillment. Any difference between the final value and the approximate retail value will not be awarded. If Prize is forfeited, and there is sufficient time to determine and notify an alternate winner, the Prize may be awarded to an alternate winner. No prize substitution permitted by Winner. A potential winner is not a recipient of a Prize until he/she has been verified as a Winner by Sponsor. Winner will be solely responsible for paying all applicable federal, state or local taxes on the Prize. Any details related to the Prize not specified herein shall be determined by Sponsor in its sole discretion. No substitution, transfer or cash equivalent of the Prize or any portion thereof is permitted, except by Sponsor, in which case a prize of comparable or greater value may be awarded. The date for fulfillment of the Prize is within four (4) to eight (8) weeks of the selection and

verification of the Winners. Prize will be awarded in the name of the parent or legal guardian of Winner if Winner is deemed to be a Qualifying Minor at time of prize fulfillment.

8. **General Terms:** All details related to the Prize not specified in these Official Rules shall be determined by Sponsor in its sole discretion. Arrangements for fulfillment of the Prizes will be made by Sponsor. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER OR ANY BEHAVIOR BY A WINNER THAT MAY, IN ANY OF THE SWEEPSTAKES PARTIES' GOOD FAITH DETERMINATION, BE DEEMED TO BE OBNOXIOUS, THREATENING, ILLEGAL OR THAT IS INTENDED TO ANNOY, ABUSE, THREATEN OR HARASS ANY OTHER PERSON OR BRING ANY OF THE SWEEPSTAKES PARTIES, OR ANY OTHER ACTIVITY RELATED TO THE SWEEPSTAKES OR THE PRIZE INTO DISREPUTE OR OTHERWISE SHED A NEGATIVE LIGHT ONTO ANY OF THE SWEEPSTAKES PARTIES , OR ANY OTHER ACTIVITIES ASSOCIATED WITH THE SWEEPSTAKES WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THIS SWEEPSTAKES AND ALL PRIVILEGES AS THE WINNER WILL BE IMMEDIATELY TERMINATED.

The Sweepstakes Parties assume no responsibility for incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in this Sweepstakes or by any human error which may occur in the processing of the Entries in this Sweepstakes. The Sweepstakes Parties are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, or any incomplete, lost, late, delayed, misdirected or garbled entries or failure to receive entries, including, without limitation, any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this Sweepstakes. Sweepstakes Parties are not responsible for any typographical or other error in the printing of any Sweepstakes-related materials, administration of the Sweepstakes, or in the announcement of the Prizes or the Winners. If, for any reason, the Sweepstakes is not capable of running as planned, including, without limitation, changes in Sponsor's programming, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sweepstakes Parties which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes or for any reason that Sponsor deems necessary, Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes, and to determine the Winner in its sole discretion. Should the Sweepstakes be modified or terminated prior to the stated expiration date, notice will be given by Sponsor at the Game Website and the Prizes may be awarded to winners to be selected from among all Eligible Entries received up until and/or after (if applicable) the time of modification, cancellation or termination, or in a manner that is fair and equitable as determined by Sponsor. All interpretations of these Official Rules by Sponsor and decisions of Sponsor are final. Sponsor reserves the right in its sole discretion to disqualify any individual it suspects or finds: (a) to have used a software generated, robotic, programmed, script, macro or other automated Entry, (b) to have tampered with the entry process or the operation of the Sweepstakes, (c) to be acting in violation of these Official Rules, (d) to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or (e) to have provided inaccurate information on any legal documents submitted in connection with the Sweepstakes.

CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE

LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SWEEPSTAKES PARTIES RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. THE NEW YORK COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE SWEEPSTAKES AND THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THE SWEEPSTAKES WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW RULES. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS.

BY ENTERING THE SWEEPSTAKES, ENTRANTS RELEASE AND HOLD HARMLESS THE SWEEPSTAKES PARTIES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS, AND ACTIONS OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE SWEEPSTAKES OR PARTICIPATION IN ANY SWEEPSTAKES-RELATED ACTIVITY (INCLUDING, WITHOUT LIMITATION, THE REMOVAL OR DISCONTINUATION OF ACCESS TO, ANY SWEEPSTAKES MATERIALS), OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE SWEEPSTAKES, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY.

IN NO EVENT WILL THE SWEEPSTAKES PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, ARISING OUT OF THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF, OR PARTICIPATION IN, ANY PRIZE AWARDED IN CONNECTION WITH THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THE SWEEPSTAKES, THE PRIZE(S) PRIZES, AND ALL MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. **Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's privacy policy at: <https://www.viacomcbsprivacy.com/en/policy?>

10. **Request for the Names of the Winners and Official Rules:** For a copy of these Official Rules or any legal required list of winners, send an email to the attention of gabrielle.silva@viacomcbs.com with either "Race for the Crown Sweeps -Official Rules " or "Race for the Crown Sweeps -Winners List" in the subject line.

All requests for a copy of the Official Rules and for the names of the Winners must be made within 60 days of the end of the Sweepstakes.

11. **Sponsor:** This Sweepstakes is sponsored by Viacom International Inc. on behalf of the VH1 programming

services, 1515 Broadway, New York, NY 10036.

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