## OFFICIAL RULES AND REGULATIONS

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASING A PRODUCT WILL NOT IMPROVE YOUR CHANCES OF WINNING. NO ALCOHOL INCLUDED IN PRIZE. SWEEPSTAKES SPONSORED BY: DAYTOON DISTRIBUTORS, INC, 206 CAUSEWAY DRIVE #1277, WRIGHTSVILLE BEACH, NC 28480.

Daytoon Distributors SUMMER FUN SWEEPSTAKES ("Sweepstakes") is open to legal residents of the 48 contiguous United States and the District of Columbia, age 21 years or older, except employees, officers, and directors and their immediate family and household members (whether or not related) of Daytoon Distributors, Inc and each of their parents, subsidiaries, divisions, trustees, franchisees, participating vendors, distributors, advertising and Contest agencies and affiliated entities (collectively, with the Sponsor, the "Contest Entities"). Void wherever prohibited by law. Contest is governed by U.S. law and subject to all applicable federal, state and local laws and regulations.

BY ENTERING THE SWEEPSTAKES YOU ARE AN ENTRANT AND YOU AGREE TO ACCEPT AND BE BOUND BY ALL TERMS OF THESE OFFICIAL RULES AND REGULATIONS ("Official Rules"), SO PLEASE READ THEM CAREFULLY BEFORE ENTERING. ADDITIONALLY, YOU AGREE AND ACKNOWLEDGE THAT YOUR ENTRY MAY BE SHOWN ON SPONSOR'S WEBSITE OR SOCIAL MEDIA.

WHEN TO ENTER: From May 1, 2024 at 6:00 a.m. ET to May 31, 2024 at 11:59 p.m 2024 ET, Daytoon Distributors, Inc will be conducting this national Contest encouraging participants to enter for an opportunity to win the Grand Prize of an authentic autographed TAYLOR SWIFT Guitar. To be eligible, all entries must be postmarked no later than 11:59 p.m. ET on May 31, 2024 and received by 11:59 p.m. ET on June 18, 2024.

**HOW TO ENTER**: Via Internet Entry: To enter, scan the QR Code on the applicable point of sale materials using your mobile device's camera, or directly visit <a href="https://www.bluesharkvodka.com">www.bluesharkvodka.com</a> and follow the on-screen entry instructions. All Internet entries must be submitted by 11:59 a.m. ET on May 31, 2024 for entry. Social Media Entry: Via Facebook and Instagram - To enter, select the link in the post to be navigated to <a href="https://www.bluesharkvodka.com">www.bluesharkvodka.com</a>.

Via Mail: This method of entry will be available for the entire Sweepstakes period. Entries must include the following information to be counted: full name, address, phone number (with area code), date of birth and email. Mail in an envelope with proper postage to SUMMER FUN SWEEPSTAKES c/o Daytoon Distributors, Inc, 206 Causeway Drive #1277 Wrightsville Beach, NC 28480. Mail-in entries must be postmarked by May 31, 2024 and received by June 18, 2024.

By submitting an entry, entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of Daytoon Distributors, Inc and its appointed agents, which will be final and binding in all matters relating to the Sweepstakes. Limit one (1) entry per person per day, regardless of method of entry. Any entry submitted on behalf of another individual or using another individual's information, providing any incorrect, inaccurate, fake or false information during registration, or attempting to submit more than the allowable number of entries by using alternate names, emails, addresses, or other methods shall result in all such entries being disqualified.

**MANDATORY SOCIAL MEDIA DISCLOSURE:** This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with the social media where content may be posted or shared. (e.g., Facebook, Instagram) collectively "Social Media".

PRIZE DRAWING: On June 19, 2024, Daytoon Distributors, Inc will select a potential winner in a random drawing from all eligible entries received. Winner will be drawn by an independent judging organization whose decision with respect to the selection of the winner and the interpretation of these rules and regulations will be final. Daytoon Distributors, Inc will attempt to notify the potential winner via phone or email on June 19, 2024. The winner will have 48 hours from the time of the initial notification to respond. If the potential winner can not be reached within 48 hours or an email notification is undeliverable after up to three (3) attempts, a new winner may be selected. If after choosing three (3) potential winners for a prize and one cannot be qualified, Daytoon Distributors, Inc has the option to NOT award the prize.

**ODDS OF WINNING**: Odds of winning are dependent on the number of eligible entries received.

**PRIZE:** Authentic autographed TAYLOR SWIFT Guitar, approximate value ranging up to \$25,000.

**GENERAL CONDITIONS:** Daytoon Distributors, Inc shall have the right to disqualify any entry posted, uploaded, or otherwise submitted that is not in compliance with these Official Rules or that is deemed to be obscene, vulgar, sexually explicit, lewd, derogatory, inappropriate, threatening, objectionable or otherwise not in good taste, as determined by Daytoon Distributors, Inc in its sole discretion. Entry cannot defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any persons, personal or proprietary rights including but not limited to copyrights or trademarks.

LICENSE: By participating and/or accepting a prize, entrants and winners acknowledge and agree to release and hold harmless Daytoon Distributors, Inc. Daytoon Distributors, Inc advertising and promotional agencies, and their respective subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers, and directors ("Released Parties") from any and all liability for loss, harm, damage, injury, cost, or expense whatsoever, including, without limitation, property damage, personal injury, and/or death that may occur in connection with, preparation for, travel to, or participation in the Sweepstakes, or participation in, possession, acceptance, and/or use or misuse of any prize or participation in any Sweepstakes-related activity, including, but not limited to, any claims based on publicity rights, defamation or invasion of privacy, and merchandise delivery. Daytoon Distributors, Inc shall not be responsible for any cancellations, delays, diversions, substitutions, or omissions whatsoever by any other persons providing any services to the winner, including any results thereof, such as changes in services or location necessitated by the same. Daytoon Distributors, Inc is not responsible if any part of a Sweepstakes prize cannot be awarded due to acts of God, acts of war, natural disasters, weather, or acts of terrorism. Daytoon Distributors, Inc shall not be liable for any loss or damage to personal belongings. Entrants who do not comply with these Official Rules or who attempt to interfere with this Sweepstakes in any way shall be disqualified. There is no purchase required to participate in the Sweepstakes or to win a prize in the Sweepstakes. A purchase does not increase odds of winning.

**HOLD HARMLESS**: Sweepstakes is provided "as is". Winner and entrants agree that Daytoon Distributors, Inc and the Parties shall not be responsible or liable for, and each winner and entrant agrees to release and hold harmless Daytoon Distributors, Inc and the Parties from all losses, damages, or injuries of any kind to person, including personal injury or death, or property resulting from participating in the Sweepstakes or Sweepstakes related activity, including, but not limited to, the acceptance/possession and/or use or misuse of any prize or any injury or damage to entrant's or third person's property related to or resulting from any prize or any part of the Sweepstakes. By participating in the Sweepstakes, entrants agree that Daytoon Distributors, Inc and the Parties will have no liability whatsoever for, and that entrant shall hold Daytoon Distributors, Inc and the Parties harmless against, any liability for any claims based on publicity rights, defamation, or invasion of privacy as well as injuries, damages. or losses of any kind, whether or not foreseeable, including, without limitation, direct, indirect, incidental, consequential or punitive damages to persons or to property arising out of the prize awarded hereunder. Without limiting the foregoing, everything regarding the Sweepstakes, including any websites used in connection therewith and any prize awarded hereunder, are provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement, all of which are expressly disclaimed by Daytoon Distributors, Inc and the Parties.

LIMITATIONS OF LIABILITY AND RELEASE: No liability or responsibility is assumed by Daytoon Distributors, Inc or Parties resulting from any user's participation in or attempt to participate in the Sweepstakes or ability or inability to upload information in connection with participating in the Sweepstakes. No responsibility or liability is assumed by the Daytoon Distributors, Inc or Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Sweepstakes: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any email transmissions to be sent or received; lost, late, delayed or intercepted email transmissions; inaccessibility of any website in whole or in part for any reason; traffic congestion on the Internet or any website; unauthorized human or

non-human intervention of the operation of the Sweepstakes, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Sweepstakes, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Sweepstakes. Daytoon Distributors, Inc and Parties are not responsible for any typographical errors in the announcement of the grand prize or these Official Rules, or any inaccurate or incorrect data contained on any website. Use of any website in connection with these Sweepstakes is at the user's own risk. Daytoon Distributors, Inc and the Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Sweepstakes, use of any website or the download of any information from any website. By participating in the Sweepstakes, the entrant forever releases and discharges Daytoon Distributors, Inc and Parties from any and all claims, damages or liabilities arising from or relating to such entrant's participation in the Sweepstakes. By accepting the grand prize in the Sweepstakes, the winner agrees that the Daytoon Distributors, Inc and Parties shall not be liable for any loss or injury resulting from participation in the Sweepstakes, acceptance or use of the grand prize. Daytoon Distributors, Inc and Parties are not liable in the event that any portion of the Sweepstakes is canceled due to weather, fire, strike, acts of war or terrorism, pandemic or any other condition beyond their control (a

CHOICE OF LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of an entrant, Daytoon Distributors, Inc and the Indemnitees in connection with the Sweepstakes shall be governed by, and construed in accordance with the substantive laws of the State of North Carolina, USA. All claims, judgments and awards on behalf of an entrant will be limited to lesser of actual out-of-pocket costs incurred or two hundred fifty dollars (\$250). Attorneys' fees will not be awarded or available to an entrant, even if the entrant proves to be a prevailing party. ENTRANTS ACKNOWLEDGE AND AGREE THAT THEY HEREBY WAIVE AND RELEASE ANY RIGHT TO BRING ANY DISPUTE AS A CLASS ACTION OR PARTICIPATE IN THE SAME.

"Force Majeure Event").

WAIVER OF JURY TRIAL: Except as prohibited by applicable law and as a condition of participating in this Sweepstakes, each Entrant hereby irrevocably

and perpetually waives any right they may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this Sweepstakes, any document or agreement entered into in connection herewith, any prize available in connection herewith, and any of the transactions contemplated hereby or thereby.

**OFFICIAL RULES AND GRAND PRIZE WINNER LIST:** For a copy of these Official Rules or the selected winner, please send a request and a self-addressed, stamped envelope to Daytoon Distributors, Inc, 206 Causeway Drive #1277, Wrightsville Beach, NC 28480. Requests must be received by June 19, 2024.

**SPONSOR:** Daytoon Distributors, Inc - 206 Causeway Drive #1277 Wrightsville Beach, NC 28480