

CLUTCH ENERGY DRINK GIVEAWAY

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE OR PAYMENT WILL NOT IMPROVE CHANCES OF WINNING.

1. **ELIGIBILITY:** The Clutch Energy Drink (“Sweepstakes” or “Promotion”) is open to legal residents of the United States who are eighteen (18) years of age or older at time of entry. Void where prohibited. Persons in any of the following categories are NOT eligible to participate or win prizes in the Sweepstakes: (a) persons who on or after October 22, 2018 were or are a director, officer, employee, or agent of Sponsor or any parent, subsidiary, affiliate, or independent contractor of Sponsor; (b) individuals engaged in the development, production or distribution of materials for this Sweepstakes; and (c) persons who are immediate family members (defined as spouse, IRS dependent, or biological or step-mother, father, sister, brother, daughter, or son and each of their respective spouses) of any person in any of the preceding categories, regardless of where they live, and/or individuals who reside in the same household, whether related or not, as any person in any of the preceding categories. By participating in the Sweepstakes, each participant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects.
2. **ENTRY PERIOD:** Promotion begins on August 22, 2018, and ends on November 16, 2018 (“Entry Period”). Mailed entries received after November 16, 2018, are invalid and will not be included in the drawing.
3. **HOW TO ENTER:** There are two ways to enter:
 1. All persons with a social video post that meets the contest rules, during the contest eligibility time frame, automatically receive one entry.
 2. To enter without posting a video, or making a purchase, send a handprinted postcard with name, address, telephone number, and email address to Clutch Energy Drink, 5086 Hwy 70, Unit 4, Eagle River, Wisconsin. Mailed entries must be received no later than November 16, 2018.
 3. **BONUS ENTRIES:** Entrants who have already entered the Sweepstakes via either method listed above may receive bonus entries as follows:
 1. Visit www.clutchenergydrink.com and purchase any Clutch item. Entrants will receive one bonus entry for each item purchased, up to a total of 8 bonus entries.
 2. To receive bonus entries without making a purchase, send a handprinted postcard with name, address, telephone number, and email address to Clutch Energy Drink, 5086 Hwy 70, Unit 4, Eagle River, Wisconsin. Mailed entries must be received no later than November 16, 2018.
 3. **LIMIT:** 8 bonus entries per person, regardless of entry method.

4. **WINNER SELECTION:** On or about November 21, 2018, a random drawing will be conducted by Sponsor to select one potential winner from among all eligible entries received. The potential winner will be notified on or about November 21, 2018, using the social media handle provided in post, or the phone and/or mail address provided at the time of entry. Sponsor shall have no liability for any potential winner notification that is not received by any potential winner for any reason. If, despite reasonable efforts, any potential winner does not respond within seven (7) days of the first notification attempt, or if a notification is returned as unclaimed or undeliverable to any potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected. In that event, Sponsor may successively attempt to contact potential winners of the prize in accordance with such procedure until prizes are awarded.
5. **PRIZES/VALUES/ODDS:** One Grand Prize: \$100 cash and a case (12 cans) of Clutch Energy Drink (Approximate Retail Value ("ARV") \$136; total ARV of all prizes \$136. If prize winner cannot accept prize as stated, the prize may be forfeited in its entirety and awarded to an alternate winner. No substitution, or transfer of prize is permitted, but Sponsor reserves the right to substitute the prize with a prize of equal or greater value, if the advertised prize or portion thereof becomes unavailable for any reason. All federal, state and local taxes are the sole responsibility of the winner. Odds depend on the number of eligible entries received. Limit one prize per person.
6. **GENERAL CONDITIONS:** Participants agree that the Sponsor and its parent company, subsidiaries, and affiliates, and each of their respective officers, directors, employees and agents (individually and collectively "Releasees") are released, will have no liability whatsoever for, and shall be held harmless by participants against any liability for any injuries, losses or damages of any kind (whether due to negligence or otherwise) to person(s), including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize or participation in this Sweepstakes, and, (b) that Releasees have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, and **THE RELEASEES HEREBY DISCLAIM ANY AND ALL SUCH WARRANTIES INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** By accepting a prize, winner grants permission to Sponsor and those acting under its authority the right to the use of his/her name, picture, likeness, voice, biographical information and statements, at any time or times, in perpetuity, for advertising, trade, publicity and promotional purposes without additional compensation (except where legally prohibited), in all media now known or hereafter discovered, worldwide and on the Internet and World Wide Web, without notice, review or approval. The potential Grand Prize winner may be required to complete, sign and return an Affidavit of Eligibility, a Liability

Release, and where lawful a Publicity Release within seven (7) days of date on notification. If documents are not returned in a timely manner, or if the prize notification or prize is returned as non-deliverable, or if the potential winner is found to be ineligible or otherwise not in compliance with these Official Rules, prize will be forfeited and an alternate winner will be selected in accordance with these Rules.

7. **CONTENT USE.** Participants agree their content becomes the property of Clutch Energy Drink, its parents and subsidiaries for future use with or without providing credit to the participant.
8. **LIABILITY LIMITATIONS:** Releasees are not responsible for lost, late, misdirected, incomplete, illegible, or non-delivered entries, or technical errors or difficulties, or printing errors, clerical, typographical or other error in the offering or announcement of any prize or in any prize notification documents, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of registration, entry or other information or the failure to capture, or loss of, any such or similar information. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by non-authorized human intervention, technical failures or any other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes, and select the winners from entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor.
8. **PRIVACY POLICY:** Information submitted with an entry is subject to the Privacy Policy stated on Sponsor's website: www.clutchenergydrink.com
9. **GOVERNING LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations as between participant and Sponsor in connection with the Sweepstakes shall be governed by and construed in accordance with the internal laws of the State of Wisconsin including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's or jurisdiction's laws. Except where prohibited, by participating in this Sweepstakes, entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or awarding of the prize(s), shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will any participant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you.

10. **DISQUALIFICATION:** It is the participant's responsibility to ensure that the participant has complied in full with all of the conditions and requirements contained in these Official Rules. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected. No mechanically reproduced, illegible, incomplete, forged, software generated, third party or other automated multiple entries will be accepted. Entries made by any other individual or any entity, and/or originating by any other mechanism, including but not limited to commercial Sweepstakes subscription notification and/or entering services, will be declared invalid and disqualified for this Sweepstakes. Sponsor reserves the right in its sole discretion to disqualify any individual 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 the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person. The Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

11. **FORCE MAJEURE:** Subject to any governmental approval which may be required, Sponsor reserves the right, without prior notice and at any time, to terminate the Sweepstakes, in whole or in part, or modify or suspend the Sweepstakes in any way, if it determines, in its sole discretion, that the Sweepstakes is impaired or that fraud has destroyed or severely undermined the proper entry, integrity, and/or feasibility of the Sweepstakes. In the event Sponsor is prevented from continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic or health of other means, earthquake, explosion,

labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state, provincial or local government law, order, or regulation, public health crisis (e.g. SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated, in whole or in part, before the designated end date, Sponsor will select winners (or the remaining winners, as the case may be) from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Only the type and quantity of prizes described in these Official Rules will be awarded.

12. **INVALIDITY:** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Headings and captions are used in these Official Rules solely for ease of reference, and shall not be deemed to affect in any manner the meaning or intent of

these Official Rules or any provision hereof. These Official Rules cannot be modified or amended in any way except in writing by a duly authorized representative of Sponsor.

13. ARBITRATION. By participating in this Sweepstakes each Participant agrees that: (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) Participant may have against the Releasees arising out of, relating to, or connected in any way with the Sweepstakes, the awarding or redemption of prizes, or the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by American Arbitration Association (“AAA”) and conducted before a sole arbitrator pursuant to the applicable Rules and Procedures established by AAA (“Rules and Procedures”); (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1-16; (3) the arbitration shall be held at a location determined by AAA pursuant to the Rules and Procedures (provided such location is reasonably convenient for Participant), or at such other location as may be mutually agreed by the Participant and Sponsor; (4) the arbitrator’s decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable Participant may have entered into in connection with the Sweepstakes; (5) the arbitrator shall apply Wisconsin law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (6) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only the Participant’s and/or Sponsor’s individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) the Participant and Sponsor shall in no event be entitled to recover punitive, incidental and/or consequential damages; (8) in the event that the administrative fees and deposits that must be paid to initiate arbitration against Sponsor exceed \$125 USD for claims less than \$10,000 or \$375 for claims greater than \$10,000 but less than \$75,000, and the Participant is unable (or not required under the applicable Rules and Procedures) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on the Participant’s behalf, subject to ultimate allocation by the arbitrator. In addition, if the Participant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the Participant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to

prevent the arbitration from being cost-prohibitive; and (9) with the exception of subpart (6) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures established by AAA, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (6) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither Sponsor nor Participant shall be entitled to arbitrate their dispute. For more information on AAA and/or AAA Rules and Procedures, Participants may visit the AAA Website at <http://www.adr.org>, or contact AAA AT 1633 Broadway, 10th Floor, New York, New York

10019; Phone 212-716-5800, Fax: 212-716-5905, OR BY EMAIL AT
websitemail@adr.org.

14. OFFICIAL RULES: To receive a copy of the Official Rules, mail a self-addressed stamped envelope to Clutch Energy Drink, 5086 Hwy 70, Unit 4, Eagle River, Wisconsin. All requests must be received by the end of the Entry Period. Limit one request per stamped outer envelope.

15. WINNERS LIST: For a copy of the Official Winners List mail a self-addressed stamped envelope to: Clutch Energy Drink, 5086 Hwy 70, Unit 4, Eagle River, Wisconsin. All requests must be received by March 31, 2019. Limit one request per stamped outer envelope.

16. SPONSOR: Clutch Energy Drink, division of PowerNation LLC, 5086 Hwy 70, Unit 4, Eagle River, Wisconsin.