

# HIGHGROUND WHEREVER YOU GO 2021 SWEEPSTAKES

## OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER THE SWEEPSTAKES.

A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.

1. SWEEPSTAKES PERIOD: HIGHGROUND WHEREVER YOU GO 2021 SWEEPSTAKES (“Sweepstakes”) begins at 10:00 AM Eastern Time (“ET”) on December 7, 2021 and ends at 11:59 PM ET on December 27, 2021 (“Sweepstakes Period”). Administrator’s computer is the official time-keeping device for the Sweepstakes.

2. ELIGIBILITY: The Sweepstakes is open only to legal residents of the 50 United States and DC, who are 18 years of age or older at the time of Entry (defined below). Employees of World Finer Foods. (“Sponsor”), QNY Creative, Corp (“Administrator”), subsidiaries, divisions, affiliates, suppliers, distributors and advertising, promotional and judging agencies (collectively, “Released Parties”), and their immediate family members (spouses, parents, children, and siblings and their spouses) and household members of each (whether related or not) are not eligible to participate or win. Void where prohibited by law. All federal, state, and local laws and regulations apply.

3. HOW TO ENTER: During the Sweepstakes Period, visit <https://highgroundsweepstakes.com> (“Website”), click on the Sweepstakes link, and follow the instructions to complete and submit the online registration form in order to receive one (1) entry into the Sweepstakes (“Entry”). Entries must be received by 11:59 PM ET on December 27, 2021. Limit one (1) Entry per person/household, per email address throughout the Sweepstakes Period. Multiple entrants are not permitted to share the same email address. Any attempt by an entrant to obtain more than the stated number of Entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant will be disqualified. If you enter using your mobile phone, standard data rates may apply. See your wireless provider for pricing plan details. Entries generated by a script, macro or other automated means and Entries by any means which subvert the entry process are void. All Entries become the sole property of the Sponsor.

4. **RANDOM DRAWING:** Winners will be selected in a random drawing on or about December 29, 2021, from among all eligible Entries received. Random drawing will be conducted by Administrator whose decisions are final on all matters relating to the Sweepstakes. Odds of winning will depend upon the number of eligible Entries received.

5. **WINNER NOTIFICATION:** The Prize winners will be required to confirm his/her mailing address/eligibility via email within twenty four (24) hours of notification attempt or the prize may be forfeited and an alternate winner may be contacted without further notice. Return of prize notification as undeliverable or if notification is not returned in a timely manner, it may result in disqualification and alternate selection.

6. **PRIZES: GRAND PRIZE (1 WINNER):** Prize package including (1) YETI RAMBLER 24 OZ MUG WITH MAGSLIDER LID, (1) HOPPER BACKFLIP 24 SOFT COOLER (1) JBL Flip 5 Eco Portable Waterproof Speaker (8) Highground Instant Coffee Products. The approximate retail value ("ARV") of the prize is \$538.93. The total ARV of the Grand Prize is \$538.93.

In no event will more than the stated number of prizes listed in these Official Rules be awarded. The ARV of prizes listed are subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules, and the date the prizes are awarded. If the actual purchase price of prize is less than the ARV stated herein, the prize winners will NOT be entitled to a check, cash or other form of payment for the price difference. All federal, state and local taxes are the sole responsibility of each winner. Prizes are non-transferable and no substitutions are permitted, except by Sponsor, who reserves the right, in its sole discretion, to substitute a prize (or portion of prize) of equal or greater value, if prize, or portion of prize, becomes unavailable. Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. No cash redemption of prizes, except at Sponsor's sole discretion. Limit one (1) prize per person.

7. **GENERAL RULES:** If an entrant submits more than the stated number of entries permitted, and/or if the Sponsor suspects that an entrant attempted to obtain additional entries by using multiple email addresses, registrations, identities or any other method, all Entries submitted by the entrant may be declared null and void. Entrants/winners agree to release, discharge and hold harmless the Released Parties from and against any and all liability (including damages caused or claimed to be caused) arising out of participation and/or acceptance/use of prize, and agree to be bound by these official rules and the judges' decisions, which are final. Acceptance of prize constitutes permission for the Sponsor and its agencies to use winners' names and/or likenesses for purposes of advertising and trade without further compensation, including a

winners list, unless prohibited by law. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. All material submitted becomes the sole property of Sponsor and will not be returned. Sponsor is not responsible for any typographical or other error in the printing of the Sweepstakes materials, administration of the Sweepstakes or in the announcement of the prize. NOTICE: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Not responsible for faulty, incorrect, undeliverable or mistranscribed phone/email transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind, including any injury or damage to any person's computer related to or resulting from participating in or experiencing any materials in connection with the Sweepstakes, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmissions that may limit a user's ability to participate in the Sweepstakes. Sponsor assumes no responsibility for undeliverable emails resulting from any form of active or passive email filtering by a user's Internet service provider and/or email client or for insufficient space in user's email account to receive email. Sponsor reserves the right to cancel or modify the Sweepstakes if fraud, misconduct or technical failures destroy the integrity of the Sweepstakes; or if a computer virus, bug, or other technical problem corrupts the administration or security of the Sweepstakes as determined by Sponsor/Administrator, in their sole discretion. In the event of termination, a notice will be posted online and the drawing will be conducted from among all eligible Entries received prior to termination. In the event a dispute arises between the entrant and the authorized email account holder regarding specific individual entitled to receive prize, Entry will be declared made by the "authorized email account holder" who must meet all eligibility requirements. "Authorized email account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Entrant may be requested to provide Sponsor with proof that the entrant is the authorized email account holder of the email address associated with the account/submission. Any damage made to the Website by an entrant will be the responsibility of the entrant and/or the authorized email account holder of the email address submitted at the time of Entry. Proof of submitting Entries will not be deemed to be proof of receipt by Sponsor. Any Entries which are suspected of being fraudulent (including those using robotic, automatic, programmed or similar methods of participation) will be disqualified, based on determinations made solely by Sponsor/Administrator. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules. This promotion is in no way sponsored, administered, or associated with Instagram/Facebook.

8. **DISPUTES:** Except where prohibited, Sponsor reserves the right to make all decisions in its sole discretion arising out of or relating to the Sweepstakes, and the decisions by Sponsor are final and binding on all matters relating to the Sweepstakes. Except where prohibited, you agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of New York; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (c) notwithstanding the foregoing, you waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the United States of America and the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the laws of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

9. **PRIVACY:** Any personal information that you provide in connection with the Sweepstakes shall be used by Sponsor and Administrator to administer this Sweepstakes, contact entrants, and for the other purposes set forth in the Sponsor's privacy policy located at <https://highgroundinstantcoffee.com/privacy-policy/>. By entering this Sweepstakes, you agree to and accept that privacy policy. If entrant authorizes, by opting in, Sponsor may provide entrant with information relating to products, services and promotions of Sponsor and affiliates of Sponsor.

10. **SPONSOR/ADMINISTRATOR:** The Sponsor of the Sweepstakes is World Finer Foods, 1455 Broad Street, Floor 4. Bloomfield, NJ 07003. The Administrator of the Sweepstakes is QNY Creative 244 Fifth Avenue, Floor 7. New York, NY 10001