

OFFICIAL SWEEPSTAKES RULES

PRIMO + REGIONAL BRANDS GIVEAWAY OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. Void where prohibited by law *and outside the United States*. Subject to all federal, state and local laws, regulations, and ordinances. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK, INC., TWITTER, INC., INSTAGRAM, INC. OR GOOGLE, LLC.

1. PROMOTION DESCRIPTION: The PRIMO TAKE THE PLUNGE GIVEAWAY (the “**Sweepstakes**”) is an online-only Sweepstakes that begins at 9:00 am EDT on July 7, 2022 and ends at 11:59 pm EDT on July 27, 2022 (the “**Sweepstakes Period**”). The administrator of the Sweepstakes is The Sales Factory, Inc. (“**Administrator**”). Administrator’s computer is the official time keeping device for this Sweepstakes. During the Sweepstakes Period, there will be one entry period when eligible entrants may register for the applicable prize drawing. Participants must have Internet access to enter the Sweepstakes.

2. SPONSOR: The sponsor of the Sweepstakes is DS Services of America, Inc. dba Primo Water North America (“**Primo**”) or (“**Sponsor**”). Sponsor’s principal place of business is located at 2300 Windy Ridge Parkway, Suite 500N, Atlanta, Georgia, 30339.

3. ELIGIBILITY: The Sweepstakes is open only to legal U.S. residents currently residing in the 50 United States, the District of Columbia, and Canada who are at least 18 years old. Sponsor, Administrator, their respective parents, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, and each of their employees, officers, and directors (collectively, the “**Sweepstakes Entities**”), and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter or win. Participation constitutes participant’s full and unconditional agreement to these Official Rules and to Sponsor’s and/or Administrator’s decisions, which are final and binding in all matters related to the Sweepstakes and which Sponsor and/or Administrator may decide in its/their discretion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. HOW TO ENTER: During the Sweepstakes Period, visit www.primowater.com/take-the-plunge and complete the Sweepstakes submission form. Upon completion of the aforementioned action, you will automatically be entered with one (1) entry in the Sweepstakes. You must provide all required information to be eligible to enter and win. By entering, you agree that sponsor may contact you via email or phone, and share your first name & last initial on Sponsor’s campaign landing page and Primo social media pages. By entering, you also acknowledge that the Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram or Facebook. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply.

LIMIT ONE (1) ENTRY PER PERSON PER HOUSEHOLD. ADDITIONAL ENTRIES WILL BE DISQUALIFIED. Automated or bulk entries or entries submitted by third parties may be disqualified. Entries must be submitted by the participant. Any attempt by any participant to obtain more than the stated number of entries by using multiple and/or different identities, forms, registrations, email addresses, logins, or any other methods will disqualify that participant’s entries, and that participant and/or entries may be disqualified. Multiple participants are not permitted to share the same email address. In the event of a dispute as to any registration, the authorized account holder of the email address used to enter will be deemed to be the participant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder to the Sponsor and/or the Administrator or forfeit the prize. Entries specifying an invalid, non-working, or inactive email address will be disqualified. Incomplete, illegible, corrupted, or untimely entries will be disqualified.

5. SELECTION OF WINNERS: On July 14th, July 21st, and July 28th, Sponsor will select the name of potential winners of prizes in a random drawing from among all entries received by the end of the Sweepstakes Period. The

odds of winning are based on the number of eligible entries received. The drawn winner will be contacted via email (the “**Winner Notice**”).

- 7/14: winner #1 and winner #2 selected via random number generator
- 7/15: winners #1 & #2 notified via email
- 7/21: winner #3 and winner #4 selected via random number generator
- 7/22: winners #3 & #4 notified via email
- 7/28: winner #5 and winner #6 and bonus winner #7 selected via random number generator
- 7/29: winners #5, #6 and #7 notified via email

Winner shall be given 72 hours from the date and time of the “Winner Notice” to respond with an acknowledgment of receipt and, except where legally prohibited, the signed Affidavit/Declaration of Eligibility, Liability & Publicity Release, and such other documents reasonably required by Sponsor as part of the prize claim process, including but not limited to a 1099 tax form in order to claim his/her prize. If a potential winner cannot be contacted as prescribed after the first attempt to contact him/her, or if he/she fails to sign and return the Affidavit/Declaration of Eligibility, Liability & Publicity Release or any other documentation that Sponsor may require, in its sole discretion, within the required time period, or in the event that a potential winner is otherwise disqualified for any reason, Sponsor will award the applicable prize to an alternate winner selected by a random drawing from among all remaining eligible entries. If Sponsor and/or Administrator are unable to determine and verify a potential winner after repeated alternate drawings or if Sponsor and/or Administrator fail to receive a sufficient number of entries to correspond to the number of prize(s) available to be awarded, Sponsor reserves the right to not award the prize.

Verification of Potential Winner: POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR AND/OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL PARTICIPANT’S ELIGIBILITY HAS BEEN VERIFIED AND PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

6. PRIZES: There will be a total of SEVEN [7] Prizes awarded. Each prize consists of one (1) Primo dispenser valued at \$300 or less, and one of the following:

- Delivery Water: \$211.52 Retail Value (\$5 deposit fee x 4 bottles + \$3.99 friends & family 5g bottle cost x 4 bottles x 12 months)
- Exchange Water: \$367.52 Retail Value (\$14.99 5g bottle with initial deposit x 4 bottles + \$6.99 5g bottle cost x 4 bottles x 11 months)
- Refill Water: \$158.99 Retail Value (\$38.99 retail value for two 5g refillable bottles + \$0.50 per gallon water cost x 20 gallons x 12 months)
- Total Potential Contest Value: \$4,672.64 (Assumes a dispenser for each winner plus each winner selecting exchange as their water solution)
 - Total Potential Maximum Individual Contest Value: \$667.52

7. PRIZE RESTRICTIONS: Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of prize not specifically stated herein, including but not limited to, change of air travel fees, ground transportation, automobile insurance, meals, incidentals, passenger tariffs or duties, surcharges, service charges or facility charges, personal charges at lodging, security fees and/or other expenses, are the responsibility solely of winner. Prize cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to substitute with a prize of equal or greater value at its discretion. Sponsor will not replace any lost or stolen prizes or components of a prize. Prize cannot be used in conjunction with any other promotion or offer. Only the number of prizes stated in these Official Rules is available to be won in the Sweepstakes. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, prize winner(s) will be selected in accordance with the winner selection method described above from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available.

8. GENERAL CONDITIONS: Participation constitutes participant's full and unconditional agreement to these Official Rules and to Sponsor's and/or Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Sponsor, Administrator and their agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other connections, telephone transmission problems, or garbled transmissions or miscommunications; computer or software malfunctions, or damage to a user's computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor and/or Administrator. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

WARNING: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR SOCIAL MEDIA ACCOUNT ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, any website associated with the Sweepstakes, and/or the legitimate operation of the Sweepstakes; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect entries and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prize by a random drawing from among the eligible, non-suspect entries received up to the time of the impairment.

8. Limitations of Liability: Entrants agree to release and hold harmless Instagram, Facebook, Sponsor, and Administrator as well as, their parent companies, affiliates, subsidiaries, divisions, wholesalers, retailers or distributors or advertising and promotion agencies and each of their present, former, and future respective officers, directors, employees, agents or representatives (collectively, "Released Parties") from and against any and all claims, demands, costs, losses and liabilities of any nature whatsoever, which entrant may now or hereafter be entitled to assert, including but not limited to, any death, injury, loss of enjoyment, damage to computer equipment, or other harm or loss of any nature whatsoever arising out of or in connection with the Sweepstakes, any of the prizes awarded in the Sweepstakes, and/or the awarding, receipt, use or misuse of a prize, including without limitation claims based on publicity rights, defamation, and invasion of privacy. The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

JUDGMENTS AND/OR AWARDS AGAINST THE RELEASED PARTIES SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS PROMOTION. THE RELEASED PARTIES SHALL NOT BE LIABLE FOR ANY ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, IDENTIFIABLE PERSONS, OR THIRD PARTY PARTICIPANTS, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE. ALL PRIZES ARE SUBJECT TO WARRANTY CLAIMS AND REMEDIES AGAINST THE PRIZE'S MANUFACTURER, ONLY. ANY CLAIMS, EXCEPT FOR MANUFACTURER WARRANTY CLAIMS ASSERTED AGAINST A PRIZE'S MANUFACTURER, PRIZES FURNISHED UNDER THIS PROMOTION ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" WITHOUT WARRANTY OF ANY OTHER KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO WARRANTY CLAIMS AND REMEDIES MAY BE ASSERTED AGAINST THE RELEASED PARTIES.

9. Internet: Released Parties are not responsible for lost, late, or illegible entries nor for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic,

computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by Sponsor or presenter on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. If for any reason the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and to award the available prizes via a random drawing from among all valid eligible entries received up to the point of the action taken by the Sponsor provided a sufficient number of entries have been received. Caution: Any attempt by any person 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, Sponsor reserve the right to seek damages from any such person to the fullest extent of the law.

10. Governing Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these rules, or the rights and obligations of you and/or any or all of the Released Parties in connection with this Sweepstakes, shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to any choice of law or conflict of law rules or provisions which would cause the application or the laws of any jurisdiction other than the State of Georgia.

11. Arbitration; Class Action Waiver; Venue: PLEASE READ THIS SECTION CAREFULLY - IT AFFECTS YOUR LEGAL RIGHTS AND GOVERNS HOW YOU CAN BRING CLAIMS AGAINST THE RELEASED PARTIES, AND THE RELEASED PARTIES CAN BRING CLAIMS AGAINST YOU. THIS SECTION WILL, WITH LIMITED EXCEPTION, REQUIRE THAT SUCH CLAIMS BE SUBMITTED TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS. THIS MEANS THAT YOU WILL NOT BE ABLE TO BRING A CLASS, COLLECTIVE, OR REPRESENTATIVE LAWSUIT IN A COURT OF LAW BEFORE A JUDGE OR JURY CONCERNING ANY DISPUTE THAT MAY ARISE WHICH IS COVERED BY THE ARBITRATION AGREEMENT AND ARE INSTEAD AGREEING TO SUBMIT ANY SUCH DISPUTE SOLELY ON YOUR OWN BEHALF TO AN IMPARTIAL ARBITRATOR.

You and the Released Parties mutually agree to forego the delay and expense of using a court of law and choose instead to benefit from the speedy, economical, and impartial dispute resolution procedure of using binding arbitration for any disputes that arise between you and the Released Parties as it relates to the Sweepstakes, any of the prizes awarded in the Sweepstakes, and the awarding, receipt, use or misuse of a prize, including without limitation claims based on publicity rights, defamation, and invasion of privacy. You and the Released Parties agree that this Arbitration and Class Action Waiver is governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, and will survive even after this Promotion terminates.

To initiate arbitration, the party desiring to pursue a legal dispute must prepare a written demand setting forth the claim(s) and deliver the written demand within the applicable statute of limitations period by hand or first-class mail to the representatives of the other party. You and the Released Parties agree that the arbitration shall be administered by American Arbitration Association (“AAA”) before a single arbitrator mutually agreed upon by the parties, and if the parties cannot agree within thirty (30) days after names of potential arbitrators have been proposed, then by a single arbitrator who is chosen by the AAA. Except to the extent that they are modified by the rules below, the AAA Consumer Arbitration Rules that are in effect at the time of the filing of the demand will apply.

The parties agree that the applicable AAA rules as modified as follows:

- Any arbitrator must be neutral as to all parties. Standards for the recusal of an arbitrator shall be the same standards under which trial judges are recused under Georgia state law.
- No party is entitled to its attorneys’ fees, except as may be awarded in a matter authorized by and consistent with applicable law.
- All discovery shall be subject to any and all objections available under FRCP 26(b). Each party shall avoid broad or widespread collection, search, and production of documents, including electronically stored information (“ESI”). If a compelling need is demonstrated by the requesting party, the production shall: (i) be narrowly tailored in scope; (ii) only come from sources that are reasonably accessible without undue burden or cost;

and (iii) be produced in a searchable format, if possible without undue burden or cost, and which is usable by the receiving party and convenient and economical for the producing party. Where the costs and burdens of the requested discovery outweigh its likely benefit, considering the needs of the case, the amount in controversy, and the importance of the discovery in resolving the issues, the arbitrator shall deny such requests or order production on condition that the requesting party advance to the producing party the reasonable costs involved in making the production, subject to the allocation of costs in the final award.

- The arbitrator shall have the authority to award the same damages and other relief that would have been available in court pursuant to the law governing the dispute(s).

- Either party shall have the right to file motions to dismiss and motions for summary judgment/adjudication.

- The arbitrator shall have the authority to issue an award or partial award without conducting a hearing on the grounds that there is no claim on which relief can be granted or that there is no genuine issue of material fact to resolve at a hearing.

- The Federal Rules of Evidence shall apply to all arbitration proceedings.

- The arbitrator must issue a decision in writing, setting forth in summary form the reasons for the arbitrator's determination and the legal basis therefor.

- The arbitrator's authority shall be limited to deciding the case submitted by the parties to the arbitration. Therefore, no decision by any arbitrator shall serve as precedent in other arbitrations except to preclude the same claim from being re-arbitrated between the same parties.

- The parties may settle any dispute on a mutual basis without involvement of the arbitrator.

- Except as otherwise required under applicable law, you and the Released Parties agree to arbitrate any disputes only on an individual basis and hereby waive any right to bring, participate in, or receive money or any other relief from any representative, class, or collective proceeding ("Class Action Waiver"). No party may bring a claim on behalf of other individuals, and no arbitrator hearing any claim under these terms may: (a) without the consent of all parties, combine more than one individual's claim or claims into a single case; (b) order, require, participate in, or facilitate production of class-wide contact information or notification of others of potential claims; or (c) arbitrate any form of a class, collective, or representative proceeding.

Except as otherwise required under applicable law or mutually agreed by the parties in writing, the exclusive venue for the arbitration shall be within the State of Georgia.

For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Promotion, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in the State of Georgia. The parties agree not to raise the defenses of lack of jurisdiction and forum non conveniens.

12. Use of Data and Confidentiality: Sponsor will be collecting personal data about entrants online in accordance with its privacy policy. For information about how the Sponsor uses your personal information, please see its privacy statement, located at [Privacy Policy](#). By participating in the Sweepstakes, entrants agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

13. Winner's List: To receive name and city / state of residence of winners of prizes valued at \$20 or more, mail a stamped, self-addressed envelope accompanied with a signed, hand-printed request to "PRIMO + REGIONAL EARTH MONTH GIVEAWAY Winner's List", 1301 Carolina St., Greensboro NC 27401. All requests must be received by May 10, 2021.