

Primo General Chance Template Sweepstakes Rules

1. NO PURCHASE NECESSARY TO ENTER OR WIN. The **Primo Water Giving Thanks** Sweepstakes (“Sweepstakes”) starts November 1, 2023 at 12:00:01 AM EST and ends November 15, 2023 at 11:59:59 PM EST (“Sweepstakes Period”). Sweepstakes is sponsored and administered by DS Services of America, Inc dba Primo Water North America (“Sponsor”).

2. Eligibility. Open only to legal residents of the 50 U.S. states and the District of Columbia who are 18 years or older and of the legal age of majority in their jurisdiction of residence at the time of entry. Void elsewhere and where prohibited. Sponsor, and employees, officers and directors of Sponsor and its parent and affiliate companies, subsidiaries, and partners and companies, along with their officers, executives, and employees, involved in the implementation and execution of the Sweepstakes (collectively, the “Released Entities”), and each of their respective immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter.

3. How to Enter. To enter, visit Sponsor’s website at <http://www.primowater.com/give-thanks> and complete the online entry form during the Sweepstakes Period by providing all of the requested information. Limit one (1) total entry(ies) per person during the Sweepstakes Period, regardless of method of entry.

4. Winner Selection and Prizes. Following the conclusion of the Sweepstakes Period, or about November 20, 2023, one (1) first place winner and five (5) second place winners will be selected at random by Sponsor from among all eligible entries to receive: Grand Prize winner of a Primo Water Deluxe Top Loading Water Dispenser with Pet Station. Total prize ARV: \$186.99 and five secondary winners will receive a rechargeable water dispenser. Total prize ARV: \$35.99

Limit one prize per person/household. Prizes are non-transferable and no substitution or cash equivalent is allowed except that Sponsor reserves the right to substitute a prize with one of equal or greater approximate retail value. Odds of winning a prize depend on the number of eligible entries received. Any expenses that may be associated with receipt or use of prize that are not specifically listed herein are the responsibility of winner. All federal, state/provincial/territorial and local taxes on a prize, as well as any incidental costs that may be associated with the prize, are the sole responsibility of the winner of that prize.

5. Winner Notification. Eligible winners will be notified by direct message or email. If applicable, winners must provide an accurate postal mailing address so that prize can be mailed to the recipient. Prior to being confirmed as a winner, an eligible winner may be required to sign and return an Affidavit or Declaration of Eligibility and Liability/Publicity Release within ten (10) days of prize notification. If any eligible winner cannot be contacted within five (5) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if any eligible winner fails to return his/her winner documents within the time set forth above or otherwise rejects his/her prize, or in the event of noncompliance with these Sweepstakes Official Rules, such eligible winner will forfeit such prize and an alternate eligible winner may be selected from all remaining eligible entries, time permitting. Upon prize forfeiture, no compensation will be given. Potential winners must continue to comply with these Official Rules and winning is contingent upon fulfilling all requirements.

6. Sponsor’s Rights. Participation in Sweepstakes and acceptance of prize constitutes each winner’s grant to Sponsor and its partners and designees of the irrevocable and perpetual nonexclusive right to use, publicly display, print, publish, reproduce, distribute, modify, create derivative works from, and provide access to winner’s entry submission, name, address (city and state/province/territory), likeness, photograph, picture, portrait, voice, opinions, biographical information and/or any statements made by each winner regarding

the Sweepstakes or the prize(s) for advertising and promotional purposes without limitation, in any media, worldwide, without notice or additional compensation or consent, except where prohibited by law.

8. Other Conditions. By participating, entrants and winners each agree to release, indemnify and hold harmless the Released Entities from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever, including without limitation property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Sweepstakes, or possession, acceptance and/or use or misuse of prize or participation in any Sweepstakes-related activity and for any claims based on copyright, trademark, publicity rights, defamation or invasion of privacy and merchandise delivery.

In case of dispute as to the identity of any entrant, entry will be declared made by the authorized account holder of the e-mail address used to submit the entry. "Authorized Account Holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Any potential winner may be requested to provide proof that such winner is the authorized account holder of the e-mail address associated with the winning entry or other proof of identity. The Released Entities are not responsible for technical, hardware, software, network or other communications malfunctions, errors or failures of any kind, lost, interrupted or unavailable network connections, Website, Internet, or ISP availability, unauthorized human intervention, traffic congestion, or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Sweepstakes. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Sweepstakes should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, winner(s) will be selected from all eligible participants prior to and/or after (if appropriate) the action taken. Entrants who do not comply with these Official Rules or attempt to interfere with this Sweepstakes in any way shall be disqualified. Released Entities are not responsible for any typographical, display, input, or other error in any Sweepstakes materials, or for any errors or problems which may occur in connection with the administration of the Sweepstakes, the processing of entries, or in the announcement of prizes, including such error that may give an erroneous indication that a prize has been won.

IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE WEBSITE AND/OR THE SWEEPSTAKES, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATES WITH THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND ALL PRIZES 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.

9. Disputes: To the extent permitted by applicable law, Entrants agree that (a) 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 in Georgia; (b) all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and Entrant waives all rights to, claim punitive, incidental and consequential damages and any other damages, other than out-of-pocket expenses, and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations, or the

rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed under, the laws of Georgia, without giving effect to any choice of law or conflict of law rules (whether of Georgia law or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Georgia law.

10. Entrants' Personal Information: Information collected from Entrants is subject to Sponsor's Privacy Policy which can be found at <https://primowater.com/privacy-policy/>. By entering this Sweepstakes, you agree to the use of your personal information as described in the above Privacy Policy.

11. Winner's List: To receive name winners of prizes valued, mail a stamped, self-addressed envelope accompanied with a signed, hand-printed request to "Primo Water Giving Thanks Winner's List," 200 Eagles Landing Drive, Lakeland, FL 33810 . All requests must be received by December 20, 2023.