

## doc Gear Up Like a Pro Program

### Program Official Rules

**BY SUBMITTING AN ENTRY TO THIS PROGRAM DURING THE PROGRAM ENTRY PERIOD, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT. SO READ THEM CAREFULLY BEFORE ENTERING. AMONG OTHER THINGS, THIS CONTRACT INCLUDES INDEMNITIES FROM YOU TO THE PROGRAM ENTITIES (DEFINED BELOW) AND A LIMITATION OF YOUR RIGHTS AND REMEDIES. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN A REWARD. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID OUTSIDE OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA, AND WHERE PROHIBITED BY LAW OR RESTRICTED BY LAW.**

Wis-Pak, Inc. (the "Sponsor") is offering the "Gear Up Like a Pro" Program (the "Program"). The Program is subject to these official rules (the "Official Rules"), and by entering, participant ("Participant") agrees to be bound by them and the decisions of Sponsor, which are final and binding in all respects. This Program begins at 12:01 AM, January 16<sup>th</sup>, 2018, US Central Time and ends March 31<sup>st</sup>, 2020 at 11:59 PM, US Central Time (the "Entry Period"). Sponsor's computer is the official timekeeping device for entry in the Program. All entries must be received by 11:59 PM Central Time on March 31<sup>st</sup>, 2020.

**1. Eligibility:** The Program is open to legal residents of, and physically located within, the (50) United States and/or the District of Columbia, who are 18 years of age or older at the time of entry. VOID WHERE PROHIBITED. Employees, officers and representatives and members of the immediate families (*i.e.*, parents, spouses, siblings, children, grandparents, step parents, step children and step siblings, and their respective spouses, and those living in the same household, whether or not related) of Wis-Pak, Inc., and their respective affiliated companies, parent companies, subsidiaries, participating program partners, retailers, distributors, advertising and program agencies, webmasters and any company involved in the creation, design, execution, production, or fulfillment of the Program (the "Program Entities") are not eligible. All entries submitted in compliance with these Official Rules and not disqualified or void are considered "Eligible Entries." All entries are the property of Wis-Pak, Inc.

**2. How to Participate:** To enter, visit <http://www.drinkdoc.com/> click on the Program registration link and complete the online registration by providing a valid email address.

**3. Code Entries:** Participants can enter and collect under-the-cap codes from select doc products. Each individual under-the-cap code is worth one hundred (100) points towards the redemption of doc-branded gear and apparel. Additional points can be earned through alternative methods determined by the Sponsor. These points hold zero cash value, and can only be used towards the redemption of qualifying doc-branded gear and apparel.

**4. Rewards:** Each individual doc-branded gear and apparel item is assigned a point value at the discretion of the Sponsor, and is non-negotiable. Point values may be adjusted at any time during the Program at the discretion of the Sponsor. In the event that a reward's point value is adjusted, the Sponsor will honor any existing redemptions at the point value that was assigned at time of redemption, with the only exception being point values and resulting redemptions that are the result of an error. Rewards are of limited supply, and Sponsor makes no guarantee or claim on any reward's availability at time of redemption or in the future.

The Approximate Retail Value of each of the rewards is as follows:

- Koozie = \$3
- Dad Hat = \$25
- Flatbill Snapback Hat = \$25
- 8 Bit Skull Cap = \$7
- 8 Bit Puffball Beanie = \$9
- New Era Striped Puffball Beanie = \$14
- Make Your Mark Black/Red Pocket Tee = \$20
- Make Your Mark Charcoal Striped T-Shirt = \$16

- Make Your Mark Charcoal Striped Long-Sleeve = \$20
- Make Your Mark Black Hoodie = \$31
- Jeff Jones Signature T-Shirt = \$15
- Logan Christian Signature T-Shirt = \$15
- Logo Gray Hoodie = \$31
- Logo Black Hoodie = \$28
- Logo Black V Hoodie = \$31
- Charcoal Fleece Bomber Zip-Up = \$40
- Logan Christian Snocross Team Jacket = \$300
- Ogio Cinch Bag = \$22
- Ogio Backpack = \$94
- Ogio Duffelbag = \$78

**5. Reward Redemptions:** Reward Redemptions for rewards by Participant will require the following information: name, street address, city, state, zip code. All Reward Redemptions once submitted are non-negotiable and non-refundable. Any changes to a redemption will only be made at the discretion of the Sponsor. No additional costs (including shipping and handling) are required at the time of a Reward Redemption. Reward Redemptions will be allowed until April 26<sup>th</sup>, 2020.

**6. Code Entries and Reward Redemptions terms:** Code Entries and Reward Redemptions that are in excess of the stated limits, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Program at Wis-Pak's sole and absolute discretion. Code Entries and Reward Redemptions generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Subsequent attempts made by the same individual to submit multiple Code Entries and Reward Redemptions by using multiple or false contact information or otherwise may be disqualified. The Program Entities (defined below) are not responsible for technical failures of any kind, including, but not limited to, the malfunctioning of any wireless network, telephone, computer, computer network, hardware or software or the unavailability or inaccessibility of any service. The Program Entities are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in participant's handset to receive messages. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified. All materials submitted become the property of Sponsor and will not be returned. Illegible and/or incomplete entries and entries submitted by participants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. Normal time rates, if any, charged by the Participants' Internet service or mobile provider will apply.

**7. Liability Release and Indemnity:** By entering the Program, Participant agrees that Sponsor, any other Program Entities, and each of their respective parents, subsidiaries, affiliated companies, employees, officers, directors, shareholders, agents, retailers, distributors and representatives are indemnified, released and will be held harmless by Participant from any and all liability, for any damages, injuries or losses of any kind to person(s), including death, or property, arising directly or indirectly from the acceptance, possession, misuse or use of a reward. Each reward is offered and provided "as is" with no warranty or guarantee by Sponsor, either express or implied. Any and all warranties and/or guarantees on the rewards (if any) are subject to the manufacturer's terms therefore, and winner agrees to look solely to such manufacturer(s) for any such warranty and/or guarantee. By participating in the Program, each Winner acknowledges that the Program Entities have not and will not obtain or provide insurance of any kind relating to the rewards.

Participants agree to indemnify and hold harmless the Program Entities from any and all liability arising out of or relating in any way to Participant's participation in the Program and to release all rights to bring any claim, action or proceeding against the Program Entities arising out of participation in the Program, use of the Program website(s), or receipt or use of any reward, including but not limited to: (a) unauthorized human intervention in the Program; (b)

technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected or undeliverable mail; (e) errors in the administration of the Program or the processing of entries; or (f) injury or damage to persons or property (including to any computer systems resulting from participation in or accessing or downloading information in connection with the Program), which may be caused, directly or indirectly, in whole or in part, from Participant's participation in the Program or receipt or use of any reward. Participants assume all liability for an injury or damage caused, or claimed to be caused, by participation in this Program, the use of any Sweepstake website(s), or the acceptance, receipt, or use of any reward or reward component. Participants further agree that in any cause of action, the Program Entities' liability will be limited to the cost of entering and participating in the Program, and in no event shall the Program Entities be liable for attorney's fees.

The Program Entities assume no responsibility for and will disqualify entries that are: stolen, late, lost, illegible, incomplete, invalid, unintelligible, altered, tampered with, unauthorized, fraudulent, damaged, destroyed, delayed, misdirected, not delivered, not received, or that have incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in Program, or by any human, mechanical or electronic error that may occur in the processing of the entries in Program, or other errors appearing within the Official Rules or in any Program related advertisements. The Program Entities assume no responsibility for any typographical or other error in the printing of the offer, administration of Program, errors in processing entries, identifying the Winners, in the announcement of the rewards and Winners, the delivery of the rewards, any problems or technical malfunction of any telephone network or lines, computer systems, online systems, servers or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or on any website, or any combination thereof, including, without limitation, any injury or damage to Participant's or any other person's computer system or software related to or resulting from participation in, uploading any materials or downloading any materials in the Program. Use of any device to automate or subvert entry is prohibited and any entries received by such means will be void. Sponsor reserves the right in its sole discretion to disqualify any person it suspects or finds: (i) to have tampered with the entry process or the operation of the Program; (ii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iii) to display behavior that will bring such Winner or the Program Entities into disgrace; (iv) to have provided inaccurate information on any legal documents submitted in connection with the Program; or (v) to be acting in violation of these Official Rules. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE PROGRAM AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

**8. Reward Terms:** Any difference between the ARV and the actual value, if any, will not be awarded. All reward details not specified in these Official Rules will be determined in Sponsor's sole discretion. If for any reason a reward is unavailable or any reward or related event is delayed, cancelled or postponed, or for any other reason, Sponsor reserves the right to modify the Program in its sole discretion and award a substitute reward, or portion of a reward, of comparable or greater value as set forth in these Official Rules. No substitution, transfer, assignment or cash equivalent of a reward, or any portion thereof, is permitted by a Winner. The Program Entities shall have no responsibility or obligation to a Winner who is unable or unavailable to, or who does not for any reason, accept or utilize a reward. Participants acknowledge that the Program Entities 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, relative to a reward, including any express warranties provided by any reward supplier that are sent along with a reward and any implied warranty of merchantability of fitness for a particular purpose. Any reward pictured in online, television and print advertising, program packaging and other Program materials are for illustrative purposes only.

**9. Grant of Rights.** By entering, Participant irrevocably consents to the use of his or her name, image, photograph, likeness, biographical information, and any video footage related to the reward, for Sponsor's advertising, program or other commercial purposes in all media now or hereafter known, worldwide and in perpetuity without additional compensation, unless prohibited by law.

**10. General Terms.** By entering the Program, Participants: (a) agree to be bound by these Official Rules and by the interpretation of these Official Rules by Sponsor and by the decisions of Sponsor, which are final and binding in all respects; (b) acknowledge compliance with these Official Rules; (c) agree to comply with any and all applicable federal, state and local laws, rules and regulations; and (d) agree to release and hold harmless the Program Entities from and against any claims, injury or damages arising out of or relating to participation in the Program and/or the use, misuse or redemption of a reward, and for any claim including claims based upon defamation, publicity rights, invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property-related cause of action arising from or related to the Program, the rewards, or Sponsor's advertising and marketing related to the Program, Participants or the Winners. Winning a reward is contingent upon fulfilling all requirements set forth herein.

The Program Entities are not responsible if the Program cannot take place, or if any reward cannot be awarded due to delays, interruptions or failures due to acts of God, war, natural disasters, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, or other events outside of the reasonable control of the Program Entities. If, for any reason, the Program is not capable of running as planned, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Program Entities, which, in Sponsor's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Program, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Program or any part of the Program. If the Program or any part of the Program is terminated or modified prior to the closing date of the Program, notice will be posted on [www.drinkdoc.com](http://www.drinkdoc.com) if time permits. Sponsor reserves the right to modify and amend these Official Rules from time to time during the Program for clarification purposes.

ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Participants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Program-related materials, privacy policy or terms of use on a website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

**11. Privacy:** All information submitted by Participants and collected by Sponsor in connection with Participant's entry will be subject to and will be treated in a manner consistent with Sponsor's web site Terms of Use accessible at: <http://www.drinkdoc.com/privacy-policy> and Sponsor's Privacy Policy available at: <http://www.drinkdoc.com/privacy-policy>. By participating in the Program, Participants hereby agree that Sponsor (itself or through its agents) may collect and use their personal information submitted with the entry. Participants who opt in to receive company updates and announcements about Sponsor may receive company updates and announcements about Sponsor and its products in accordance with its privacy policy.

**12. Governing Law:** All federal, state and local laws and regulations apply. Void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Participant and Sponsor in connection with the Program, shall be governed by, and construed in accordance with, Wisconsin law without giving effect to any choice of law or conflict of laws rules

(whether of Wisconsin or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Wisconsin.

**13. Disputes Participant Agrees That:** (i) any and all disputes, claims and causes of action arising out of or connected with this Program, or any rewards awarded, shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Wisconsin or the appropriate Wisconsin State Court located in Dane County, Wisconsin; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Program, but in no event attorneys' fees; and (iii) under no circumstances will participant be permitted to obtain awards for, and participant 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 LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of Wisconsin, without giving effect to any choice of law or conflict of law rules (whether of the State of Wisconsin or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Wisconsin.

**14. Sponsored and Administered by:** This Program is sponsored by Wis-Pak, Inc., 860 West Street, Watertown, WI 53094.

01/12/18