

Kraken® Rum Surfboard Sweepstakes

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING SWEEPSTAKES IS VALID ONLY IN THE FIFTY (50) STATES OF THE UNITED STATES ("U.S.") AND DISTRICT OF COLUMBIA ("D.C."), AND IS OPEN ONLY TO QUALIFIED PERSONS (AS DEFINED IN THE OFFICIAL RULES BELOW) WHO ARE TWENTY-ONE (21) YEARS OF AGE OR OLDER AS OF THE DATE OF ENTRY. VOID ELSEWHERE AND WHEREVER PROHIBITED. BY PARTICIPATING IN THIS SWEEPSTAKES, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF SPONSOR AND ADMINISTRATOR. DO NOT PARTICIPATE IN THE SWEEPSTAKES IF YOU DO NOT AGREE TO THESE OFFICIAL RULES AND FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.

Sweepstakes Name: Kraken® Rum Surfboard Sweepstakes (the "Sweepstakes").

Sponsor: Proximo Spirits, Inc., 3 Second Street, Suite 1101, Jersey City, NJ 07302 ("Sponsor").

Administrator: Million Dollar Media, P.O. Box 278, Woodbridge, NJ 07095 ("Administrator").

Sweepstakes Dates: The Sweepstakes registration begins at 12:00:01 am Eastern Time ("ET") on **July 26, 2025** and ends at 11:59:59 pm ET on **August 3, 2025** (the "Registration Period"). The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void outside the fifty (50) U.S. states and D.C., and wherever prohibited or restricted by law.

Who may Enter: The Sweepstakes is open only to legal residents who reside within the fifty (50) U.S. states and D.C., who are age twenty-one (21) or older as of the date of entry and have a valid U.S. driver's license or government issued photo I.D., except the following persons who are not eligible to enter, participate or win: employees, officers, and directors of Sponsor or Administrator, and each of their respective franchisees, parents, affiliated companies, subsidiaries, wholesalers, distributors, alcoholic beverage retailers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this Sweepstakes, and the immediate family members or households, whether or not related, of any of the above. "Immediate family members" includes, for purposes of this Sweepstakes, parents (including in-laws and step-parents), grandparents, siblings (including step-siblings and half-siblings), children (including step-children), grandchildren (including step grandchildren) and each of their respective spouses, regardless of where they reside.

How to Enter – Online Registration: To enter, scan the QR code on applicable point of sale materials using your mobile device's camera to access the online registration form found at www.KrakenSurfboard.com (the "Sweepstakes Website") during the Registration Period. Each entrant must fully complete the online registration page with all required information, including his/her name, valid email address, phone number (*including area code*), and state of residence, date of birth and any other information requested on the Sweepstakes Website. After having read and agreed to these Official Rules, click the submit button to submit your online entry.

By your entry into the Sweepstakes, you are providing express written consent to Sponsor, Administrator and their respective designees to contact you with promotional messages using automated/pre-recorded/artificial technology.

All entries must be submitted by 11:59:59p ET on August 3, 2025 to be eligible. Maximum of one (1) entry per person during the Registration Period. Each entrant must submit an entry on his/her own behalf. Any entry submitted on behalf of another individual or using another person's name, email, or providing any false or inaccurate information, fake accounts or duplicate accounts will be disqualified and ineligible to claim any prize. Any attempt by any entrant to obtain more than the stated number of entries allowed by using the same or multiple/different accounts, emails, identities or any other methods void that entrant's entries and that entrant may be disqualified. No mechanically produced or automated entries permitted. **Use of any automated system to participate in the Sweepstakes is prohibited, will result in disqualification and all such entries will be deemed void. False and/or deceptive entries or acts, including misrepresentation of age, email or address, shall render such entries ineligible.**

All entries in the Sweepstakes will become the sole property of Sponsor and will not be returned. Sponsor reserves the right to disqualify and remove any entry at any time that is not in compliance with these Official Rules. All entries must conform to the entry requirements as outlined above and below, or it may be disqualified and not considered for the Sweepstakes.

All entries must include all required information. Any entry with incorrect, incomplete or illegible information or other inaccurate information will be disqualified. Sponsor, Administrator, and their respective equity holders, owners, partners, members, directors, managers, officers, employees, consultants, contractors, lenders, advisors, sponsors, volunteers, insurers, agents, attorneys, representatives, successors and assigns (collectively "Released Parties"), are not responsible for lost, late, misdirected, incorrect, illegible, incomplete, invalid, unintelligible or damaged entries, or for any entry submitted in a manner that is not expressly allowed under these Official Rules, or for any entry not submitted or received due to any technical error or failure, human error, unauthorized human intervention, inaccurate capture or mis-entry of any required information, failures, omissions, interruptions, deletions, or defects of any phone or cellular phone provider, network computer online systems, computer equipment, servers or software, including any injury or damage to entrant's or any other person's computer relating to or resulting from participation in this Sweepstakes; or the failure to capture any such information or effects of hackers or failure of any electronic equipment, computer, phone line or cellular transmissions and/or network connections; all of such entries will be disqualified.

In the event of a dispute as to any entry, the authorized account holder of the email address used to register, and associated with the entry will be deemed to be the registrant and s/he must be eligible according to these Official Rules. The "authorized email 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. Proof of being the authorized account holder may be required.

By participating and submitting an entry, entrants agree that Sponsor and participating parties are authorized to contact them via email, mail, phone, or any other form of media to make entrants aware of information pertinent to the Sweepstakes, and to distribute information regarding the Sponsor(s) featured products, special events or promotional offers. Entrants may opt-out of any further email communication at any time by simply replying REMOVE to any email message, or following the provided opt-out instructions. Any available opt-in opportunities are not required to enter the Sweepstakes, and checking the opt-in boxes will not improve your chances of winning.

By registering and submitting an entry, you affirm that you have read and accepted these Official Rules. The laws of the U.S. apply to and govern this Sweepstakes and any claims must be raised and resolved in the U.S. Any information collected by registering and entering the Sweepstakes shall be used only in a manner consistent with these Official Rules and with Sponsor's Privacy Policy. By entering the Sweepstakes, each entrant agrees that s/he may be contacted, recorded and/or broadcasted by Sponsor, and that his/her comment, may be used, promoted, released, broadcasted or published by Sponsor in any manner related to the promotion or advertising of the Sweepstakes. **PERSONAL INFORMATION COLLECTED IN CONNECTION WITH THE SWEEPSTAKES WILL BE COLLECTED AND USED IN ACCORDANCE WITH SPONSOR'S PRIVACY POLICY AS POSTED AT [PROXIMOSPIRITS.COM/PRIVACY/](https://proximospirits.com/privacy/).**

Winner Selection and Notification: Administrator shall conduct a random prize drawing on or about **August 4, 2025** from among all eligible entries received to select a maximum of one (1) potential winner. If eligible entries are less than the scheduled number of prizes available, then the difference between the entries and scheduled number of prizes available shall not be awarded.

The eligible entrant whose entry is randomly selected shall be designated as the **potential grand prize winner**, subject to verification of eligibility, and compliance with these Official Rules. Only the entrant whose entry is randomly selected shall be eligible to claim the prize award. All other entries and submissions received will be disqualified.

The potential prize winner will be notified initially via phone and/or email following their selection and determination as the potential winner. Potential winner must follow the provided instructions to verify eligibility and claim the prize. If the Administrator is unsuccessful in its attempt to reach a selected potential prize winner or winner fails to respond as instructed within forty-eight (48) hours of the initial notification attempt to the email address or phone number associated with that entrant's entry, then that entrant may be disqualified and an alternate potential prize winner may be randomly selected from among the remaining eligible entries received and notified as per the procedures outlined above (time permitting).

NOTE: PHONE MESSAGES WILL NOT BE LEFT DURING THE WINNER NOTIFICATION PROCESS.

During prize winner notification, the selected potential prize winner must confirm their eligibility, and indicate their willingness to accept the prize award (see below). If the selected winner does not meet the eligibility requirements, is unable or unwilling to accept the prize or elects to decline the prize, s/he will be disqualified and, at Sponsor's discretion and time permitting, an alternate winner will be randomly selected from among all remaining eligible entries

and notified as per the procedures outlined above (*time permitting*). Any disqualified entrant will not receive any alternate prize substitution or compensation. **Decisions of the Sponsor and Administrator in the selection and determination of prize winner and all matters relating to this Sweepstakes are final and binding.**

Each prize winner shall be required to: (1) complete and submit, within one (1) day of notification, a prize acceptance form, including affidavit of eligibility and liability/publicity release (where permitted) and a W-9 form (for prize values greater than \$600); (2) may be required to present a copy of a valid driver's license or government issued photo ID and valid social security card as a condition of participating or receiving any prize; and (3) pay all applicable taxes (including, but not limited to, all local, state and federal taxes) on their respective prize award, and will be issued a 1099 form reflecting the value of the prize award.

Grand Prize Award (maximum one (1) winner): The grand prize winner shall be awarded one (1) Kraken Rum Surfboard. Approximate retail value ("ARV") of the grand prize: \$335.00.

Merchandise prize item is awarded 'as is' without warranty, express or implied. Prize winner must accept delivery of prize in the method as solely determined and designated by Sponsor. Prize shall be shipped only to the designated winner residential address as submitted during initial online registration and/or as provided during winner notification, via the carrier as determined and designated by Sponsor (i.e. UPS, USPS or other Sponsor designated carrier), or as otherwise specified by Sponsor. **Allow eight (8) – twelve (12) weeks for prize delivery.**

Once shipped, prize shall be considered as awarded and delivered, and Sponsor shall not be responsible for actual receipt of delivery by winner. Sponsor shall not be responsible for any lost, late, undelivered, misdirected, damaged or stolen delivery; or any incorrect delivery address provided by winner during registration or prize claim. In the event of any delivery issues, including undelivered, misdirected, lost or stolen deliveries, Sponsor shall have no responsibility to replace the prize award, and prize award shall not be substituted by Sponsor with any alternate prize award or compensation. Winner shall look solely to designated shipper/carrier for any lost, damaged, stolen or mis-delivered packages and not to Sponsor for any delivery issues.

General Prize Conditions: **No alcoholic beverage is part of any prize award.** All other costs and expenses related to prize acceptance, delivery, redemption or use not specified herein as being provided are the sole responsibility of winner. All income, federal, state and local taxes are the winner's sole responsibility. All prizes are awarded as is, without any warranty, express or implied, by Sponsor. All prize awards are non-transferable and no cash redemption or prize substitution allowed, except at Sponsor's sole discretion or as provided herein. Sponsor reserves the right to substitute a prize with one (1) of comparable or greater value, at its sole discretion. Failure to collect or properly claim prize in accordance with these Official Rules will result in forfeiture of the prize. If forfeited for any reason, entrant will not receive any other prize substitution or compensation, and the prize will remain the property of Sponsor and will not be awarded, except as provided herein. All properly claimed prizes will be awarded. Any unclaimed prizes will not be awarded. **Total ARV of all available prizes: \$335.00.**

Additional Rules and Restrictions: By participating, entrants agree to abide by and be bound by the Official Rules and the decisions of the Sponsor and Administrator, which shall be final in all matters relating to this Sweepstakes. In the event an entrant wins a prize, and is later found to be in violation of these Official Rules, he/she will be required to forfeit the prize or to reimburse Sponsor for the stated ARV of the prize if such violation is discovered after winner has used the prize. Participation in the Sweepstakes constitutes permission for the Sponsor and its designees to use entrants' names, cities and states of residence and/or likenesses for purposes of advertising and trade in any and all media now or hereafter known worldwide in perpetuity without limitation or further compensation, notification or permission, unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for any prize.

By participating, entrants agree to hold all Released Parties harmless from any claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including, but not limited to, personal injury or death), damages, losses, loss of personal property or expenses arising out of or relating to entrant's participation in this Sweepstakes, or the acceptance, possession or use/misuse of any prize, or participation in prize-related activities (including, but not limited to, travel or activity related thereto), and to assume all liability therefor.

Released Parties shall not be liable to winner or any other person for failure to supply the prize or any part thereof by reason of any Force Majeure Event. The term "Force Majeure Event" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other labor or industrial disturbances; acts of public enemies; war; cyber-attack; orders or restraints of any kind from any governmental, civil or military authority or from any of its departments, agencies or officials (except when such governmental action results from a party's failure or refusal to comply with any applicable law, rule, or regulation); insurrections; riots; power failure or surges; landslides; earthquakes; fires; storms; lightning; droughts; floods; explosions; pest damage; viruses; plagues; diseases;

epidemics; pandemics; acts or omissions of communications or other carriers; and any other cause or event not reasonably within the control of the Released Parties.

Entrants are restricted to use of ordinary and typical computer equipment, mobile phone equipment, Internet access and cellular networks. Sponsor and Administrator disclaims all liability for the inability of an entrant to complete or continue an entry due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Sponsor or Administrator's control (including, without limitation, a Force Majeure Event), or otherwise. The Sponsor and Administrator disclaims any liability for entries not received due to technical difficulties or transmission errors. The Sponsor and Administrator disclaims all liability for any delays, mis-delivery, loss or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. Released Parties are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Sweepstakes, and any injury or damage to entrant's or any other person's computer or mobile phone related to or resulting from participating in or downloading any information necessary to participate in the Sweepstakes. Released Parties are not responsible for any other errors of any kind, whether computer, technical, typographical, printing, human or otherwise, relating to or in connection with the Sweepstakes, including, without limitation, errors which may occur in connection with the printing or advertising of this Sweepstakes, administration or execution of the Sweepstakes, the cancellation of the Sweepstakes, the processing of entries or in the announcement of the prizes or prize winners. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the Sweepstakes Website.

Sponsor reserves the right to cancel, modify, or terminate the Sweepstakes and these Official Rules with or without notice, for any reason, including, but not limited to, fraud, misconduct, regulatory requirement, Force Majeure Event, or as required by applicable law, or if any technical failures, internet difficulty or programming error destroy or threaten the integrity of the Sweepstakes, in the opinion of the Sponsor/Administrator, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Sweepstakes as determined by Sponsor/Administrator, in their sole discretion. In the event of early termination of the Sweepstakes, Sponsor reserves the right to determine any prize winners from among all eligible, non-suspect entries received as of the time/date of such termination.

IN CASE OF DISPUTES: By participating in this Sweepstakes, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or in connection with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of New York in the County of New York; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, and in no event shall entrant be entitled to receive attorneys' fees or other legal costs; and, (3) under no circumstances, shall entrant be permitted to obtain awards for, and entrant 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with this Sweepstakes, shall be governed by, and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New York.

DISCLAIMER OF WARRANTIES: SPONSOR IS PROVIDING THE SWEEPSTAKES ON AN "AS IS" AND "AS AVAILABLE" BASIS. SPONSOR DOES NOT REPRESENT OR WARRANT THAT THE SWEEPSTAKES OR THE TECHNOLOGY USED TO PROVIDE IT: (1) WILL BE UNINTERRUPTED OR SECURE; (2) WILL BE FREE OF DEFECTS, INACCURACIES OR ERRORS; OR (3) WILL MEET YOUR REQUIREMENTS OR ENABLE YOU TO PARTICIPATE IN IT. THE RELEASED PARTIES MAKE NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THESE OFFICIAL RULES, AND HEREBY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT.

Odds: Odds of winning the prize award are dependent upon the total number of eligible entries received.

Official Rules and Winner List: For a copy of these Official Rules or the name of prize winner, send a self-addressed stamped envelope to be received by September 15, 2025 to: Kraken® Rum Surfboard Sweepstakes, c/o Million Dollar Media, P.O. Box 278, Woodbridge, NJ, 07095. PLEASE SPECIFY which you are requesting, official rules or winners list.

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