

## **THE NOCO EXPRESS ENTER TO WIN ESSENTIA WATER COOLER CONTEST**

NOCO Express LLC enter to win Essentia Water Cooler contest is valid from Saturday, December 1, 2018 to Monday, December 31, 2018. The sponsor of this Contest is NOCO ("Sponsor"), with a principal place of business at 2440 Sheridan Dr., Tonawanda, NY 14150. The Contest shall be subject to these Official Rules, and by entering, all participants agree to be bound by the terms and conditions herein. Certain restrictions may apply.

**ELIGIBILITY:** This Contest is open only to legal residents of the United States who are at least 18 years of age as of date of entry. You must be a registered NOCO Friends and Family member. Employees of NOCO and their families, the officers, trustees, employees and agents of the Sponsor are not eligible. All federal, state and local rules and regulations apply.

**HOW TO ENTER:** Starting on December 1, 2018 you may enter by purchasing any Essentia Water product at NOCO Express and swiping your Friends and Family card. There is no entry fee for the Sweepstakes. Participants may submit an entry: (a) by using his/her Friends and Family card once per day for any Essentia Water purchase; (b) by submitting a 3"x5" card, including the Participant's first and last name, address, telephone number, e-mail address, date of birth and registered Friends and Family card number and mailing the card in an envelope with first-class postage affixed, to NOCO Express Essentia Water Cooler Entry, c/o, NOCO Express, LLC, 2440 Sheridan Dr., Tonawanda, NY 14150. Mailed entries must be postmarked by 11:59 PM EST on the 26th day of the month, and received by the last day of said month. There is a limit of one (1) 3"x5" card per mailing envelope. The winner will win one Essentia Water Cooler valued at \$200.00.

Any entry information collected from the Sweepstakes becomes the property of the Sponsor.

The Sponsor reserves the right, in its sole and absolute discretion, to substitute a Grand Prize or a component thereof with a prize of equal or greater value.

**WINNER SELECTION:** Winner will be notified by email or phone on December 1, 2019, on the next business day after selection and will be required to execute and return an Affidavit of Eligibility/ Release of Liability, and a Publicity Release form within three days of date of issuance. If a prize notification or prize is returned to Sponsor as undeliverable for any reason, prize will be awarded to an alternate winner. At Sponsor's sole discretion, a prize of equal or greater value may be substituted for any prize that becomes unavailable for any reason. Winners may not make prize substitutions. Prizes are not transferable or redeemable for cash.

Any applicable federal and state tax liabilities are the sole responsibility of the winners. Acceptance of a prize constitutes permission (except where prohibited) to Sponsor to use winner's name, address (city and state), likeness and statements for publicity purposes without additional compensation.

The Sponsor is not responsible for any mailed or electronically lost or undeliverable entries, including as a result of any form of active or passive filtering of any kind, or insufficient space in Participant's handset to receive messages, late, damaged, illegible, inaccurate, incomplete, misdirected (whether by human or technical error), undelivered, or delayed entries. A Participant's odds of winning the Sweepstakes depends upon the total number of eligible entries received.

LIMITATION OF LIABILITY: Sponsor shall not be liable to winners or any other persons for failure to supply the prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, epidemic or pandemic, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond Sponsor's reasonable control.

**GENERAL: Entrants release and waive any claims they may have against Sponsor for any and all injuries, claims, damages, losses, costs, or expenses of any kind (including without limitation attorney's fees) resulting from acceptance, use, or misuse of any prize or element thereof, or participation in this Sweepstakes. By entering the Sweepstakes, entrants affirm that they have read and accepted these Official Rules. The Sweepstakes shall be governed by and construed in accordance with the laws of the State of New York. By entering the Sweepstakes, entrants hereby submit to the jurisdiction and venue of the federal and state courts of New York and waive the right to have disputes arising out of the subject matter hereof adjudicated in any other forum.**

If for any reason it is not possible to operate this Contest as planned, or if this Contest or any web site associated therewith (or any portion thereof) becomes corrupted or does not allow the proper playing of the Contest and processing of entries in accordance with these rules, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes, in the Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, the Sponsor reserves the right, at its sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, modify, or suspend this Contest or any portion thereof.

In the event this Contest is cancelled, the Sponsor will conduct a random drawing to award the prize from among all eligible, non-suspect entries received prior to the time of the action or event warranting such cancellation. If such cancellation, termination, modification, or suspension occurs, notification will be posted at the entry sites. If a dispute arises about who submitted an entry on an entry site, the entry will be deemed submitted by the authorized account holder of the email account entered. The authorized account holder is deemed the natural person who is assigned to an email address by an Internet access provider, service provider, or other online organization with such responsibility. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning entry and that all eligibility requirements are met.

Notwithstanding the foregoing, Sponsor reserves the right, in its sole discretion, to cancel or modify the Sweepstakes for any reason or no reason.

For an Official Winner List, send a self-addressed, stamped envelope to: NOCO (Essentia Water), c/o Marketing Dept., 2440 Sheridan Drive, Tonawanda, NY 14150.

For a copy of these Official Rules, send a self-addressed, stamped envelope to: NOCO (Essentia Water), c/o Marketing Dept., 2440 Sheridan Drive, Tonawanda, NY 14150.