

CRUNCH TIS THE SEA-SUN SWEEPSTAKES OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN A PRIZE IN THIS SWEEPSTAKES. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING A PRIZE IN THIS SWEEPSTAKES.

SPONSOR: CRUNCH, LLC, P.O. Box 1918, Old Chelsea Station, New York, NY 10011.

TIMING: Crunch Tis the Sea-Sun Sweepstakes ("Sweepstakes") begins at 12:00:00 AM Eastern Standard Time ("EST") on January 15, 2024 and ends at 11:59:59 PM EST on February 15, 2024 (hereinafter, "Sweepstakes Period").

ELIGIBILITY: ENTRANTS MUST BE LEGAL RESIDENTS OF THE FORTY-EIGHT (48) CONTIGUOUS UNITED STATES, THE DISTRICT OF COLUMBIA AND PUERTO RICO WHO ARE AT LEAST TWENTY-ONE (21) YEARS OF AGE AT THE TIME OF ENTRY ("ENTRANT"). VOID IN ALASKA, HAWAII, OUTSIDE THE FIFTY (50) UNITED STATES AND WHERE PROHIBITED. You may participate in this Sweepstakes only as a natural person. Employees, officers and agents of Sponsor, PCG365, LLC ("Sweepstakes Administrator"), and their affiliates and Sponsor's respective authorized licensees, and each of their respective affiliates, agents, officers, employees, subsidiaries, vendors, advertising and promotion fulfillment and/or judging agencies (collectively, the "Related Entities"), and the immediate family members of each are not eligible to enter or win a prize in this Sweepstakes. For purposes of this paragraph, "family member" means a spouse, parent, sibling, child, son-in-law, daughter-in-law, and all lineal descendants, including those by adoption. Sweepstakes is subject to all applicable federal, state, provincial and local laws and regulations.

HOW TO ENTER: During the Sweepstakes Period, visit www.crunch.com/tistheseasun and register for the Sweepstakes by submitting your complete name, a valid email address, the zip code from which you reside and your telephone number including area code; or hand print your complete name, mailing address, a valid email address and telephone number on a piece of paper and mail it in an envelope with sufficient First Class postage to: Crunch Tis The Sea-Sun Sweepstakes, P.O. Box 1008, Manhasset, NY 11030 (individually defined as "Entry" and collectively defined as "Entries"). Limit one (1) Entry per person/email address. Only one (1) email address may be used to enter this Sweepstakes.

Incomplete Entries will be void. Your Entry constitutes your consent to participate in this Sweepstakes and your consent for Sponsor to obtain and deliver your name, address, email address, telephone number and other information to Sweepstakes Administrator for the purpose of administering this Sweepstakes as well as sending you an email confirming the receipt of Entry. Your Entry further constitutes your consent to receive commercial emails from Sponsor (all such information provided to Sponsor is subject to, and will be treated in a manner consistent with Sponsor's Privacy Policy available at www.crunch.com/privacy-policy; you may opt-out of receiving commercial emails from Sponsor at any time in accordance with the Sponsor's Privacy Policy. Eligibility to participate in this Sweepstakes is not dependent upon Entrant's continued consent to receive such e-mails; and opting out of receiving such e-mails and updates will not impact any Entrant's chances of winning. All requested information on the Entry must be provided in English to be entered and eligible to win. All Entries become property of the Sponsor and will not be acknowledged or returned and the Sponsor has the right to dispose of the Entries at Sponsor's sole discretion. Sponsor is not responsible for any lost, late, misdirected, stolen, illegible, incomplete, mutilated, postage due or mechanically reproduced Entries or Entries that have been tampered with or not obtained through legitimate channels, all of which will be disqualified. Mechanically reproduced Entries or Entries generated or submitted with the use of a robotic, automated, macro, or script device, or other automated means or any other means intended to impact the integrity of the Sweepstakes as determined by Sponsor in Sponsor's sole discretion are void. Sponsor is not responsible for Entries that are processed late or are lost or deleted due to computer or electronic malfunction, or other error. The use of automated devices is not valid for Entry. By entering, all Entrants agree to be bound by these Official Rules. Sponsor will not assume responsibility for any third party's failure to act in accordance with its instructions pertaining to Sweepstakes implementation. If you use a mobile device to enter this Sweepstakes, message and data rates may apply, and Entrants will be solely responsible for any and all applicable charges. Please consult your wireless-service provider regarding its pricing plans.

WINNER SELECTION/RANDOM DRAWING: One (1) Grand Prize Winner will be selected in a random drawing from among all eligible Entries received during the Sweepstakes Period. The Random Drawing will be conducted on or about February 22, 2024 by the Sweepstakes Administrator, an independent promotions organization. Odds of winning depend on the number of Entries received. Sweepstakes Entrants agree to be bound by the decisions of the Sponsor and the Sweepstakes Administrator, which are final and binding on all matters pertaining to this Sweepstakes.

ONE (1) GRAND PRIZE AND ITS APPROXIMATE RETAIL VALUE ("ARV"): One (1) Winner will receive one (1) trip for Winner and one (1) Guest to St. Croix, U.S. Virgin Islands consisting of: (i) round-trip, economy class air transportation from the major commercial airport nearest Grand Prize Winner's residence to St. Croix, U.S. Virgin Islands (ARV: \$2,700); (ii) deluxe oceanfront double occupancy lodging accommodations for five (5) nights (occupancy room, room and tax only) at The Buccaneer Beach and Spa Resort; on-premise breakfast daily; one (1) three hundred fifty dollars (\$350) resort credit to be applied towards on-premise spa treatments, golf or tennis; and on-premise snorkeling, kayaking, paddle boarding, and beach toys and games (ARV: \$5,881); and (iii) one (1) five hundred dollars (\$500) American Express Gift Card (ARV: \$500) (i, ii and iii, collectively defined as "Grand Prize"). **The total ARV of Grand Prize: up to \$9,081.** The ARV of the Grand Prize Trip may vary depending upon the point of departure and/or airline fare fluctuations. Grand Prize Winner is solely responsible for any and all expenses and incidental travel costs not expressly stated in the Grand Prize Trip description herein, including but not limited to, ground transportation between winner's residence and airport of departure, ground transportation in St. Croix, U.S. Virgin Islands, in-room hotel charges (e.g., mini-bar, room service, telephone, movies, etc.), gratuities, souvenirs, insurance, travel upgrades, baggage fees, and personal incidentals. Grand Prize Winner will be required to provide a valid credit card or debit card at the time of hotel check-in and will be solely responsible for any and all charges to Winner's hotel room during his/her Trip. No substitution, assignment, redemption for cash, or transfer of the Grand Prize is permitted. If the advertised prize cannot be awarded due to circumstances beyond Sponsor's reasonable control, a substitute prize of equal or greater value may be awarded in Sponsor's sole discretion. All Grand Prize Trip details not specified in the Official Rules will be determined in Sponsor's sole and absolute discretion. Selection of airline, departure airport and arrival airport are solely within Sponsor's sole discretion. Grand Prize Winner is responsible for any air travel taxes and/or expenses, including applicable departure taxes or fees, and security charges. Once issued, airline tickets are nontransferable and may not be reissued. Open tickets may not be issued, and stopovers are not permitted. Travel arrangements must be made through Sponsor and travel dates and arrangements are subject to air travel, availability and other prize and travel restrictions. All Grand Prize elements must be redeemed at the same time. Grand Prize Winner's Guest must be twenty-one (21) years of age or older at the time of travel. Grand Prize Winner and his/her Guest must travel on the same itinerary to/from the same airport. Grand Prize trip must be completed between March 1, 2024 and December 23, 2024 and is subject to availability. Travel is subject to terms and conditions set forth in these Official Rules and those set forth by selected travel providers, availability may vary, and material restrictions may apply. Grand Prize Winner and Guest must have a valid U.S. Government Passport in order to travel. Sponsor and travel providers shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations to passengers, such as changes in services or accommodations necessitated by same. Sponsor and travel providers shall not be liable for any loss or damage to baggage or other items. If the Grand Prize Winner is unable to or cannot otherwise fully enjoy the prize due to any reason, Sponsor shall have the option at its sole discretion of being relieved of liability for fulfillment of the Grand Prize award, and no other compensation in lieu of the Grand Prize will be awarded. All travel is subject to any and all restrictions instituted by the Department of Defense and/or Department of Homeland Security, The Centers for Disease Control and federal, state and local health departments, as required and if borders are closed due to COVID/any pandemic, Sponsor is not responsible. Grand Prize Winner and Guest must agree to abide by the latest travel guidelines/requirements at time of travel. Grand Prize Winner and Guest must also pass any required medical testing (at their own expense) and comply with any additional requirements, at any time, that may be required or recommended by any government agency, airline, or Sponsor, including without limitation, passing one or more COVID-19 antigen and screening tests, and testing negative for COVID-19 or having been vaccinated against COVID-19. Grand Prize Winner and Guest may also be required to execute any assumption of risk and/or other documents relating to COVID-19 or he/she may not be permitted to travel. Sponsor, Sweepstakes Administrator and the Released Entities are not responsible for any theft, personal injury, illness and/or death that could take place during the Grand Prize Trip, including but not limited to exposure to viruses associated with the COVID-19 pandemic and other communicable diseases. Grand Prize Winner and Guest are responsible for obtaining their own medical and life insurance and the associated costs.

The value of any Prize set forth above represents Sponsor's good faith determination of the approximate retail value thereof, and the actual fair market value, as ultimately determined by Sponsor, is final and binding and cannot be challenged or appealed. In the event the stated approximate retail value of a Prize is more than the actual fair market value of a Prize, the difference will not be awarded in cash or otherwise. Sponsor does not make, nor in any manner is responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any Prize including but not limited to its quality, fitness for purpose or mechanical condition.

PRIZE WINNER NOTIFICATION: Potential Grand Prize Winner will be notified via the email address and telephone number submitted in the Entry on or about February 23, 2024. Grand Prize Winner will be required to complete, sign and return an Affidavit of Eligibility, which may include COVID-19 vaccination status as required by federal, state or local health department or other applicable orders, Release of Liability and where permitted, a Publicity Release or similar documentation and a Form W-9 (if applicable) within five (5) days of notification. Grand Prize Winner's Guest will be required to complete and sign a Travel Liability Affidavit and a Publicity Release in order to travel with Grand Prize Winner on the Grand Prize trip. The potential Grand Prize Winner may be disqualified under any of the following circumstances; **i)** if he/she cannot be reached by Sponsor or Sweepstakes Administrator within the specified time period; **ii)** If the Prize notification or email address is returned as undeliverable; **iii)** if the potential Prize Winner is found to be ineligible; **iv)** if the potential Prize Winner does not return the required Affidavit of Eligibility, Liability and Publicity Release within the required time period; **v)** if the potential Prize Winner is unwilling to accept the Prize as stated in these Official Rules; or **vi)** if the potential Grand Prize Winner does not comply with these Official Rules. Grand Prize Winner will be required to supply Sponsor and Sweepstakes Administrator with his/her social security number. Grand Prize Winner will be issued a FORM 1099-MISC for tax purposes as required by law. Grand Prize Winner is solely responsible for any and all federal and applicable state taxes on the Prizes. In the event the potential Grand Prize Winner is disqualified for any reason, Sponsor will award the Grand Prize to an alternate Winner selected in a random drawing from among all remaining eligible Entries received. **POTENTIAL PRIZE WINNER IS SUBJECT TO VERIFICATION BY SPONSOR AND/OR THE SWEEPSTAKES ADMINISTRATOR. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND A POTENTIAL SWEEPSTAKES PRIZE WINNER HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR IS NOT RESPONSIBLE FOR FRAUDULENT CALLS OR EMAILS MADE TO THE ENTRANTS NOT BY SPONSOR OR SWEEPSTAKES ADMINISTRATOR OR FOR ANY CHANGE OF ENTRANT'S EMAIL ADDRESS OR MAILING ADDRESS.**

GENERAL: If for any reason this Sweepstakes is not capable of running as planned due to an infection by a 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 in its sole discretion, to disqualify any Entrant who tampers with the Entry process, and to cancel, terminate, modify or suspend the Sweepstakes. The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries. The Sponsor is not responsible for any problems or technical malfunctions of any telephone network or telephone lines, servers, or providers, software, failure of any email, or Entry to be received by the Sponsor due to technical problems, human error or traffic congestion, or any combination thereof, including any injury or damage to the Entrant's or any other person's wireless phone system relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. **CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** The Sponsor reserves the right, in its sole discretion, at any time and at any stage of the Sweepstakes, to reject or disqualify any Entry that is deemed ineligible or for any reason that the Sponsor feels is necessary and/or appropriate, including without limitation, if that Entrant has not complied with the Official Rules or has interfered, in Sponsor's sole opinion, with the proper conduct of the Sweepstakes. Each Entrant agrees on his/her behalf, and on behalf of his/her respective heirs, executors, administrators, legal representatives, successors and assigns (collectively, the "Releasing Parties") to release, indemnify, defend, and hold harmless Sponsor, the Related Entities, and any advertising and promotional agencies or entities involved in the administration or advertising of this Sweepstakes as well as the respective employees, officers, directors and agents of each ("Released Parties") from any and all actions, causes of action, suits, or liability whatsoever for loss, harm, damage, injury, lost profits, indirect or direct damages, consequential damages,

incidental damages, punitive or exemplary damages, judgments, costs or expenses whatsoever (including without limitation, property damage, personal injury and/or death) which may occur in connection with (i) participation in the Sweepstakes, (ii) Entrant's conduct in submitting his/her Entry, (iii) violation of these Official Rules or (iv) Released Parties' use of any rights granted herein, and for any claims based on publicity rights, defamation or invasion of privacy or alleged breach of Entrant's representations and warranties herein. The Released Parties shall not be liable for: (1) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (2) data corruption, theft, destruction, unauthorized access to or alteration of an Entry or other materials; (3) any injuries, losses or damages of any kind caused by the participation in the Sweepstakes; (4) any printing, typographical, administrative or technological errors in any materials associated with the Sweepstakes; or (5) any unauthorized use of Entries by third parties. The Sponsor disclaims any liability for damage to any wireless phone system resulting from participating in or accessing or downloading information in connection with the Sweepstakes. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Sweepstakes should a virus, bug, computer problem, unauthorized intervention or other causes which corrupt or impair the administration, security, fairness or proper play of the Sweepstakes. The Sponsor may disqualify any Entrant if, in its sole discretion, it determines she/he is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other Entrants or the Sponsor or its representatives. The Sponsor shall not be responsible if the Sweepstakes or Prize fulfillment cannot be implemented or does not take place for any reason including delays or interruptions due to acts of God, acts of war, strikes, governmental action, pandemics, natural disasters, weather or acts of terrorism, including without limitation, or for any reason outside of the Sponsor's control. EXCEPT WHERE PROHIBITED, EACH ENTRANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES OR ANY PRIZE DISTRIBUTED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY STATE OR FEDERAL COURTS SITUATED IN NEW YORK, NEW YORK, U.S.A. (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT ATTORNEYS' FEES; AND (3) NO PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, MAY BE AWARDED (COLLECTIVELY, "**SPECIAL DAMAGES**"), AND (4) ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM SPECIAL DAMAGES AND ALL RIGHTS TO HAVE SUCH DAMAGES MULTIPLIED OR INCREASED. NEW YORK LAW, WITHOUT REFERENCE TO CHOICE OF LAW RULES, GOVERNS THE SWEEPSTAKES AND ALL ASPECTS RELATED THERETO. SPONSOR'S FAILURE TO ENFORCE ANY TERMS OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THAT PROVISION.

NAME OF WINNER/OFFICIAL RULES: To obtain the name of the Grand Prize Winner (available after March 1, 2024), or a copy of these Official Rules, send a self-addressed, stamped #10 envelope to be received before April 30, 2024 to: Crunch Tis the Sea-Sun Sweepstakes, c/o PCG 365, LLC, P.O. Box 1008, Manhasset, NY 11030. Vermont residents may omit return postage. Please specify "Winner's List" or "Official Rules" on the outer envelope.

SWEEPSTAKES ADMINISTRATOR: PCG 365, LLC, P.O. Box 1008, Manhasset, NY 11030.

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