

CELSIUS® Tri-Star CMA Fest® 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 ALABAMA, FLORIDA, GEORGIA, KENTUCKY, AND TENNESSEE, AND IS OPEN ONLY TO QUALIFIED PERSONS (AS DEFINED IN THE OFFICIAL RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED. DO NOT PARTICIPATE IN THE SWEEPSTAKES IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.

1. SWEEPSTAKES NAME: CELSIUS Tri-Star CMA Fest® Sweepstakes (the "Sweepstakes").

2. SWEEPSTAKES DATES: Sweepstakes registration is scheduled to begin at 12:00:00am Eastern Time ("ET") on 2/25/25 and end at 11:59:59pm ET on 4/28/25 (the "Entry Period"). The Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void outside of AL, FL, GA, KY, and TN and wherever prohibited by law.

3. WHO MAY ENTER: Sweepstakes is open only to legal residents of AL, FL, GA, KY, and TN who are age 18 or older as of date of entry, and have a valid U.S. driver's license or government issued photo ID (each an "Entrant"), except the following persons who are not eligible to enter or win:

4. Employees, officers, and directors of CELSIUS, Inc, ("Sponsor"), Million Dollar Media (the "Administrator"), Twice Daily, Tri Star Energy, LLC, Country Music Association, Inc., the owner and management of any venue in which any ticketed event that is included in the prize taking place and each of their respective affiliates, franchisees, owners, employees, shareholders, members, successors, agents, contractors, parents, affiliated companies, subsidiaries, distributors, retailers, wholesalers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this promotion (collectively, "Released Parties"), and the members of the immediate families or households, whether or not related, of any of the above. "Immediate family members" includes, for purposes of this promotion, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grand children (including step grand-children) and each of their respective spouses, regardless of where they reside.

5. HOW TO ENTER:

- Entry Method: During the Entry Period, scan the QR code on the applicable point of sale signage using your mobile device's camera or directly visit www.celsiussweepstakes.com/tri-star and fully complete the online registration form with all required information, including your complete name, valid email address, and phone number (including area code).

6. Any available opt-in opportunities are not required to enter the Sweepstakes, and opting-in will not improve your chances of winning. By participating and submitting an entry, Entrant agrees that Sponsor and Released Parties (including CELSIUS, Inc., Twice Daily, and Tri Star Energy, LLC are authorized to contact Entrant via email, mail, phone or any other form of media to make Entrant aware of information pertinent to the Sweepstakes, and to distribute information regarding the Sponsor's or Released Parties featured products, special events or future contests, promotions or offers. Entrants may opt-out of any further marketing at any time by simply replying REMOVE to any email message, or following the provided opt-out instructions.

7. Any incomplete or illegible entries will be disqualified. Released Parties are not responsible for lost, late, misdirected, illegible, incomplete, invalid, unintelligible, damaged entries, or for entries submitted in a manner that is not expressly allowed under these rules, or for any entry not submitted or received due to any technical error or failure, unauthorized human intervention, inaccurate capture or mis-entry of any required information, or the failure to capture any such information for any reason including programming or technical errors, or effects of hackers or failure of any electronic equipment, computer or cellular transmissions and/or network connections; all of which will be disqualified.
8. Each participant must submit an entry on his/her own behalf. Any entry submitted on behalf of another individual or using another person's name, email address or mobile number will be disqualified and ineligible to claim any prize. Any attempt by any participant to obtain more than the stated number of entries allowed by using same, multiple/ different mobile numbers, email addresses, identities, or any other methods void all of that participant's entries and that participant may be disqualified. No mechanically reproduced or automated entries permitted. Use of any automated system to participate is prohibited and will result in disqualification and all such entries will be deemed void.
9. In the event of a dispute as to any online entry registration, the authorized account holder of the email account used to register will be deemed to be the registrant and he/she must be eligible according to these Official Rules. The "authorized account holder" is the natural person listed on the account by the email service provider associated with the email account used to submit the entry. All entries received become the property of the Sponsor and will not be returned.
10. By registering to enter Sweepstakes, you affirm that you have read and accepted these Official Sweepstakes Rules. All Entrants agree to be bound by & abide by the official rules of the Sweepstakes.
11. **WINNER SELECTION & NOTIFICATION:** At the end of the Registration Period, a drawing will be held to select two (2) grand prize potential winners (each a "Potential Winner") from among all eligible Entries received. Note: There is a maximum of one (1) prize award per person or household.
12. Potential Winner will be notified initially by phone and following their selection. If the Administrator is unsuccessful in its attempt to reach and speak directly with a selected Potential Winner by phone within two (2) business days of the initial attempt to the phone number associated with their entry, then that Entrant may be disqualified, and an alternate Potential Winner for the corresponding prize may be randomly selected from among the remaining eligible entries and notified as per the procedures outlined above (time permitting). **Note: phone messages will not be left during the Potential Winner notification calls.**
13. Potential Winner will be required to sign and return, within two (2) days of receipt, a prize acceptance form, including an affidavit of eligibility and a liability/publicity release signed by the Potential Winner, publicity release where permitted; and a W-9 form if prize value exceeds \$600 (the "Paperwork") in order to claim the Prize. Upon successful completion and submission of Paperwork to Administrator, Potential Winner will be designated as a Prize Winner ("Prize Winner"). Prize Winner will be issued a 1099 form reflecting the value of the grand prize award and is responsible for paying all applicable taxes (including, but not limited to all local, state and federal taxes) on all prizes awarded. If a Potential Winner fails to return the Paperwork within that time, if the Prize Notification is returned as undeliverable, or if an Entrant is found to be ineligible, or if he/she does not comply with the Official Rules, then the Potential Winner will be disqualified, and a runner-up Potential Winner for the corresponding prize level may be notified.

14. PRIZE AWARD:

- Grand Prize: Each Entrant who is confirmed as the grand prize winner will be eligible to receive the grand prize. The grand prize is: Two (2) VIP CMA Music Fest Tickets ARV: \$427.25
- Total ARV of all prizes: \$854.50

15. TRAVEL TO/FROM FESTIVAL IS NOT INCLUDED AS PART OF PRIZE. Festival dates and seat location shall be as solely determined and designated by Sponsor. Tickets are subject to availability, and any applicable track capacity restrictions and regulations, including COVID-19 vaccination or testing policy or mask-wearing policies. Winner and guests must abide by all venue policies. No refund or compensation will be made in the event of the cancellation or delay of any festival date. All expenses and travel costs incurred as a result of seeking or winning a prize are the sole responsibility of winner. Any expenses or costs not expressly stated in the description of the prize above, including, but not limited to, ground transportation, accommodations, parking fees, meals, incidentals, or other expenses, are the sole responsibility of winner. Actual festival date and time are determined in the sole discretion of the venue, as applicable, and may be subject to change. The terms and conditions of the tickets awarded as part of the prize will govern in the event any festival date is not played or attendance is restricted or prohibited due to weather, pandemic, an Act of God, an act of terrorism, civil disturbance, work stoppage or any other reason. Sponsor will not be responsible for any festival date delay, rescheduling, postponement or cancellation due to weather, pandemic, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other event that may cause the cancellation or postponement of the festival. Prize award may be delivered to winner only to the registered email address or mobile phone number (for mobile/digital tickets) as provided at the time of entry and winner notification. Winner is solely responsible for any required software application for access to mobile or digital ticket delivery. Once delivered, prize shall be considered delivered to winner and Sponsor shall have no responsibility for any delivery that is delayed, damaged, lost, misdelivered, not received or stolen. If, for whatever reason, the festival is cancelled, tickets will not be awarded, and Sponsor will have no further obligation to Grand Prize winner. If festival is postponed or rescheduled, the ticket terms will govern, and Sponsor will have no further obligation to Grand Prize winner. Grand Prize winner and guests fully understand that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, "COVID-19") is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are or have been present; (b) no precautions, including the protocols that may be implemented from time to time based upon public health and government-sponsored guidelines (collectively, the "Protocols"), can eliminate the risk of exposure to COVID-19; (c) while people of all ages and health conditions have been adversely affected by COVID-19, certain people have been identified by public health authorities as having greater risk based on age and/or underlying medical conditions; and (d) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition.

- 16.** 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 acts of God, any actions, regulations, orders, or requests by any governmental entity, state of emergency, epidemic, pandemic, or any other issue concerning health or safety, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Released Parties' sole control. In no event will Sponsor be held liable to winner or any other person and winner and any other person including winner's invited guests, hereby waives, to the extent permitted by law, any demands, claims or allegations of damages incurred by itself or its agents, employees, assignees, and representatives in association with this Agreement, including any unintentional exposure or harm due to COVID-19. Further, winner and any other person including winner's guests agree to comply with all of the rules, policies, and regulations implemented in accordance with standard COVID-19 protocols at that time. Winner and any other person including winner's guests further agrees to ensure that all individuals attending a prize related activity comply with all of the rules, policies and regulations implemented by the event. If a cancellation or postponement should occur for reasons related to or arising out of the Coronavirus and/or COVID-19 (any event or occurrence arising out of the is referred to herein as a "CV Event"), such CV Event will be treated as an act of God and Sponsor will not be liable to winner or any other person as previously stated.
- 17.** Winner agrees to maintain his or her behavior and the behavior of its guest in accordance with all applicable laws, generally accepted social practices, and adhere to all rules and regulations applicable to any airline, hotel, event venue, or other entity connected to participation in any Grand Prize activity, including, without limitation, use of a Grand Prize component. Winner understands and agrees that if Winner or Winner's guest is removed from any Grand Prize activity, or if Winner's or Winner's guest's behavior at any point during the fulfillment of the Grand Prize is disruptive, causes damage, or could cause damage to person, property, or otherwise violate the policies of an entity associated with the Grand Prize, then Winner may be required to forfeit the remainder of the Grand Prize without substitution or compensation.
- 18.** If any selected Potential Winner does not meet the eligibility requirements or is unable or unwilling to accept the associated prize or elects to decline the prize, s/he will be disqualified. Any disqualified contestant will not receive any alternate prize substitution or compensation. Decisions of the Administrator in the selection and determination of all potential prize winners, determination of eligible entries, designated prize awards and all matters relating to this Sweepstakes are final and binding. Failure to collect or properly claim any prize in accordance with these 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.
- 19.** Except where prohibited by law, acceptance of any prize by an Entrant in this Sweepstakes constitutes permission for the Sweepstakes Entities to use said Entrant's name, photograph, likeness, statements, biographical information, and voice on a worldwide basis, and in all forms of media, in perpetuity, without further compensation.
- 20.** Once a Potential Winner accepts a prize, they will be ineligible to win any additional prize in this Sweepstakes. If eligible entries are less than the scheduled number of prize drawings or total number of prizes for the entire Sweepstakes, then associated prize award(s) shall not be awarded.

- 21.** All prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied. All prizes requiring delivery ("Shipped Prize(s)") will be shipped to each Entrant who is a confirmed winner at the address listed from their on-line registration. All Shipped Prizes will be delivered by U.S. Postal Service or common carrier of Administrators choosing, and Shipped Prizes will be deemed delivered to the winner once a Shipped Prize is delivered by Administrator to the U.S. Postal Service or other common carrier of Administrator's choosing. Sponsor and Administrator will not be responsible or liable for a late, delayed, lost, stolen, undeliverable or damaged Shipped Prizes once delivered to the U.S. Postal Service or other common carrier, for any loss or damages relating to delivery, use, or misuse of a Shipped Prize, or for any Entrant who incorrectly entered their actual address during the registration process. Please allow 1-2 weeks for delivery of Shipped Prizes.
- 22. Additional Rules & Restrictions:** By participating, Entrants agree to abide by and be bound by these 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 rules he/she will be required to forfeit the prize or to reimburse Sponsor for the stated value of the prize if such violation is discovered after winner has used the prize. Sponsor reserves the right to substitute the prize (or portion thereof) with one of comparable or greater value, at its sole and absolute discretion. Participation in 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 on 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.
- 23.** 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 death), damages, losses 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 thereof. 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 acts of God, any actions, regulations, orders, pandemics, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Released Parties' sole control.
- 24.** Entrants are restricted to use of ordinary and typical computer equipment, mobile phone equipment, Internet access and cellular networks. Sponsor 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's control, or otherwise. The Sponsor disclaims any liability for entries not received due to technical difficulties or transmission errors. The Sponsor 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 limitations, errors which may occur in connection with the printing or advertising of this Sweepstakes, administration or execution of the Sweepstakes, the cancellation of the game, 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.

- 25.** Sponsor reserves the right to cancel, modify or terminate the Sweepstakes if fraud, misconduct or technical failures 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 the prize winners in a random drawing from among all eligible, non-suspect entries received as of the time/date of such termination.
- 26. ODDS:** The odds of being selected as a winner are dependent upon the total number of entries received in the Sweepstakes.
- 27. IN CASE OF DISPUTES:** By participating, 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 Jersey; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will 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 Jersey, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New Jersey or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New Jersey.
- 28. WINNERS LIST:** For a copy of these official rules or a list of prize winners, send a self-addressed, stamped envelope to: CELSIUS Tri-Star CMA Fest® Sweepstakes, P.O. Box 278, Woodbridge, NJ 07095. Please specify whether you are requesting, official rules or a list of prize winners. Requests must be received by 6/28/2025.
- 29. SPONSOR:** The Sweepstakes Sponsor is CELSIUS Inc., 2424 North Federal Highway, Boca Raton, FL 33431.
- 30. ADMINISTRATOR** This Sweepstakes is administered by Million Dollar Media, P.O. Box 278, Woodbridge, NJ 07095. Country Music Association, Inc. is not a sponsor of this Sweepstakes. Country Music Association®, CMA Country Christmas®, CMA Fest®, and CMA Awards® are trademarks of the Country Music Association, Inc. All Rights Reserved.