

Thirst for More Challenge Terms & Conditions

PURCHASE IS NECESSARY. A VALID EMAIL ADDRESS AND MOBILE PHONE THAT CAN RECEIVE AN SMS MESSAGE IS REQUIRED. WHILE SUPPLIES LAST.

1. AGREEMENT TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS. By submitting your receipts and a reward request in connection with this Program (defined below in Section 2), you are signifying your agreement that you have read and agree to be legally bound by these Terms and Conditions (the “**Terms and Conditions**”).

2. ELIGIBILITY. The Thirst for More Challenge Program (the “**Program**” purchase period begins on September 15, 2022 7:00:00 AM Pacific Time and ends on December 31, 2022 at 11:59:59 p.m. Pacific Time (the “**Program Period**”). All purchases need to be made between September 15, 2022 and December 31, 2022. All submissions must be submitted no later than January 14, 2023 11:59:59 PM PST. Participation in the Program is only open to legal residents of the United States and the District of Columbia, 18 and above or the age of majority(at the time of participation), with a valid email address and mobile phone that can receive an SMS (each such resident, a “**Participant**”, or “**you**”). Submission only from Participating Mobile Carriers will be accepted. See Section 10 for list of approved carriers. Residents of US territories (including but not limited to Puerto Rico, Guam, Northern Mariana Islands, the U.S. Virgin Islands, and American Samoa) are not eligible for this Program. TPG Rewards, and their affiliated and related companies including, without limitation, their respective parent, sister and subsidiary companies, advertising and promotional agencies, or other party in any way involved in the development or administration of this Program (collectively, the “**Program Parties**”), suppliers of materials or services related to the Program, or a member of the immediate family or household of any such person, are excluded from participation in the Program. Qualified purchases must occur from Sam’s Club stores or online via www.samsclub.com for Curbside Pickup or the Scan & Go app. Purchases from any 3rd party company including but not limited to Instacart.com do not qualify and will be rejected if submitted to the Program. Any purchases for Curbside Pickup within this period but not picked up will not be subject to the program. In these Terms and Conditions, “**immediate family**” means mother, father, brothers, sisters, sons, daughters and/or legal or common-law spouse, regardless of where they reside. The following limits apply: one (1) reward per Participant Account (the “**Account**”) set-up to participate on www.ThirstforMoreChallenge.com. If it is discovered by the Sponsor (DPS Holdings, Inc.) or the Program Parties (using any evidence or other information made available to or otherwise discovered by the Sponsor or the Program Parties) that any person has attempted to use multiple names, multiple identities, and/or any automated, macro, script, robotic or other system(s) or program(s), and/or any other means not in keeping with the Sponsor’s interpretation of the letter and spirit of these Terms and Conditions, to participate in or to disrupt this Program, then he/she may be disqualified from the Program in the sole and absolute discretion of the Sponsor. The Sponsor, other Program Parties, Sam’s Club, and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the “**Released Parties**”) are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete, or illegible Submissions (as defined below, and all of which are void).

3. THE PROGRAM. Sponsor is offering eligible Participants the opportunity to receive a \$10 Sam’s Club eGift Card (the “**Reward**”) when they purchase \$30 in a single transaction and method of purchase (for

samsclub.com, transaction must use a single method of purchase, i.e., Curbside Pickup), before taxes, shipping and fees, and after any discounts have been applied. or more worth of Participating Products (as set forth on Exhibit A attached hereto, the “**Participating Products**”) from Sam’s Club stores or online via www.samsclub.com for Curbside Pickup or the Scan & Go app during the Program Period.

Redemption valid on final sales only; void if purchased Participating Products are returned. Participating Products are subject to inventory and may vary by location. Qualified purchases with the qualifying total purchase amount of \$30 or more (for samsclub.com, transaction must use a single method of purchase, i.e., Curbside Pickup), before taxes, shipping and fees, and after any discounts have been applied must be made in a single transaction and method of purchase. Limit of one (1) Reward per Participant Account. One (1) reward can be earned per valid submission following the instructions outlined on www.ThirstforMoreChallenge.com. Limit of 1 Reward per person/account. While supplies last.

4. HOW TO PARTICIPATE Participants may participate in the Program by: (1) purchasing \$30 (for samsclub.com, transaction must use a single method of purchase, i.e., Curbside Pickup), before taxes, shipping and fees, and after any discounts have been applied. or more of Participating Products in a single transaction and qualified method of purchase from Sam’s Club, ensuring that the applicable sales receipt identifies the date of purchase (ensure it is within the Purchase Period) and the participating products with the purchase price; (2) visit www.ThirstforMoreChallenge.com and set-up an Account by providing a valid email address and mobile phone number where Participant can receive an SMS message (note: once an email address and mobile phone is used to set-up an Account, this email address and mobile phone may not be used for any other Account set-up to participate in the Program) and establishing a log-in password; (3) acknowledge and accept on the account set-up page that Participant will receive an SMS message (4) activate the Account by clicking the secure link that will be sent via SMS to the mobile phone number provided (5) log -in to Account on www.ThirstforMoreChallenge.com (6) select type of receipt (the “**Purchase Method**”) from the 3 options; and (7) follow the instructions detailed below to finish submitting your receipt. The email address that is used to set-up the Account will be the email address required to submit any receipts as well as the delivery address of Participants who qualify for the eGift card.

5. HOW TO SUBMIT A RECEIPT. Participant may submit a receipt any of the following methods based on the Purchase Method:

(i) In-Club Receipt

Participant will need to select this Purchase Method from www.ThirstforMoreChallenge.com, take a picture of the in-store paper receipt or scan the receipt and indicate the quantity of qualified items on the receipt in order to upload to the site. Participant must submit one (1) image (jpeg, png, pdf file types) with a maximum file size of 5M of the eligible sales receipt(s) in its entirety (such photograph(s), an “**Image**”) Note: Participants are encouraged to blank out any personal information that appears on the sales receipt.

If the participant has a an Emailed in club purchase receipt from Sam’s Club, Participant will need to select this Purchase Method from www.ThirstforMoreChallenge.com, select Emailed receipt, indicate the quantity of qualified items on the receipt and select Confirm. In order to complete submission, forward the Emailed In-Club Receipt from Sam’s Club to the Submission Address that will be displayed on www.ThirstforMoreChallenge.com. Forward the entire email and do not change any of the content. This email must be sent from the same email address that is registered to the Account. Submissions

from any other email address will not be processed. Do not submit screenshots of receipts. Screenshots of receipts is not an acceptable format and will not be processed

(ii) Scan and Go Receipt

Participant will need to select this Purchase Method from www.ThirstforMoreChallenge.com and indicate the quantity of qualified items on the receipt. To access the receipt, Participant will need to open the Sam's Club app, navigate to the Scan & Go section of the app, click the receipt icon in the top left corner, and click on the date of their purchase. Once the digital receipt is pulled up, click the box/up arrow in the top right and select the mail icon to be able to forward this receipt to the email address (the "**Submission Address**") that will be displayed on www.ThirstforMoreChallenge.com. Forward the entire email and do not change any of the content. This email must be sent with the receipt as a PNG file from the same email address that is registered to the Account. Submissions from any other email address will not be processed. Do not submit screenshots of receipts. Screenshots of receipts is not an acceptable format and will not be processed.

(iii) Samsclub.com Curbside Pickup Receipt

Participant will need to select this Purchase Method from www.ThirstforMoreChallenge.com and indicate the quantity of qualified items on the receipt. **Note, only the emailed receipt from Sam's Club that is sent after you pick-up your items will be accepted.** In order to submit this receipt, forward the Curbside Pickup Confirmation receipt that includes the date, time, and location of pick up to the Submission Address that will be displayed on www.ThirstforMoreChallenge.com. Forward the entire email and do not change any of the content. This email must be sent from the same email address that is registered to the Account. Submissions from any other email address will not be processed. Do not submit screenshots of receipts. Screenshots of receipts is not an acceptable format and will not be processed.

REMINDER: only the emailed receipt from Sam's Club that is sent after you pick-up your items will be accepted.

6. PROCESSING OF SUBMISSIONS. Processing of Submission will typically take approximately 24-48 hours from the time the Submission is received by or on behalf of the Sponsor. However, processing may, on occasion, take longer. At time of submission, you will be notified of the approximate processing time. For each method of submission, once a Participant's Submission is processed, such Participant will be notified via email whether such Submission has been successfully verified, or a reason why such Submission could not be processed at such time, as determined by the Sponsor in its sole and absolute discretion. It is the responsibility of the Participant to check the applicable email account for such notification including in the inbox, spam, or junk folders. The Released Parties do not assume any responsibility and are not responsible for electronic communications that are undeliverable for any reason, including (but not limited to) as a result of any form of active or passive filtering of any kind or insufficient space in a Participant's mailbox to receive e-mail messages. Receipts obtained through unauthorized means or illegitimate channels (i.e., other than via a purchase of Participating Products from Sam's Club) will be void. Receipts that cannot be verified for any reason will be rejected, as determined by the Sponsor in its sole discretion.

7. VERIFICATION. All Submissions and Participants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to request additional information when processing a Submission Failure to provide such information to the complete

satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. Proof of transmission (screenshots or captures etc.), or attempted transmission of a Submission or of attempted submission of any communication, does not constitute proof of delivery or receipt by the Program computers or Sponsor.

8. DELIVERY OF REWARD(S). Participants who are eligible to receive a Reward (as determined by the Sponsor, in its sole and absolute discretion and in accordance with these Terms and Conditions) will receive a link to the Reward via email. It is the responsibility of the Participant to check the applicable email account for such notification including in the inbox, spam, or junk folders. The Released Parties do not assume any responsibility and are not responsible for electronic communications that are undeliverable for any reason, including (but not limited to) as a result of any form of active or passive filtering of any kind or insufficient space in a Participant's mailbox to receive e-mail messages. No responsibility is assumed by the Released Parties for any deliveries that are returned as undeliverable, or for any Reward after it has been sent to the Participant. Allow up to four (4) weeks from processing and verification of Submission for delivery of Rewards. By participating in the Program, Participant agrees to release, discharge, indemnify and hold harmless the Released Parties from any liability or damages which may arise out of participation in the Program or out of the acceptance, use, misuse or possession of any Reward. Use this card at any Walmart store or Sam's Club in the U.S. or Puerto Rico, or on-line at Walmart.com or Samsclub.com. This card cannot be redeemed for cash except where required by state law. Lost or stolen cards will not be replaced. Walmart may refuse to accept this card and to act, including balance forfeiture, for fraud, abuse, or violations of terms. Terms and conditions subject to change without notice. See Walmart.com for complete terms. Treat this card like cash.

9. DISPUTES. IF NOT RESOLVED THROUGH DIRECT DISCUSSIONS, ANY DISPUTE OR CLAIM SHALL BE RESOLVED BY FINAL BINDING ARBITRATION WITH AN EXPERIENCED ARBITRATOR LICENSED TO PRACTICE LAW IN TEXAS. VENUE FOR ANY PROCEEDINGS WILL BE IN COLLIN COUNTY, TEXAS. REMEDIES SHALL BE SUBJECT TO ALL LIMITATIONS AND RELEASES IN THESE RULES, BE LIMITED TO ACTUAL OUT OF POCKET DAMAGES, AND SHALL NOT, IN ANY EVENT, INCLUDE ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, ATTORNEY'S FEES OR OTHER COSTS OR BRINGING A CLAIM, OR ANY INJUNCTIVE OR OTHER EQUITABLE RELIEF.

BY ENTERING THE PROGRAM, PARTICIPANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROGRAM, OR ANY REWARD, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (B) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF.

9. TEXT MESSAGING (SMS) TERMS AND RESTRICTIONS. Message and Data Rates may apply to each message sent or received. Participant consents to receive one-time automated text message replies to the mobile phone number provided that is required for Account verification. Participant is responsible for all applicable fees and taxes associated with participating in this Promotion. Proof of text messaging is not considered proof of delivery to, or receipt of, such Promotion.

10. PARTICIPATING MOBILE CARRIERS. Submission only from Participating Mobile Carriers will be accepted.

· AT&T Wireless

- Verizon Wireless
- T-Mobile USA, Inc.
- Sprint Spectrum, L.P.
- Cellular Corp.
- Cricket Wireless (uses AT&T network)
- US Cellular Corp.
- Cellular South, Inc.

11. GENERAL CONDITIONS. This Program is subject to all applicable federal, state, and municipal laws. The decisions of the Sponsor with respect to all aspects of this Program are final and binding on all entrants without right of appeal. The Program is void where taxed, prohibited, or restricted by law. Applicable tax, if any, is the sole responsibility of the Participant. By entering this Program, each Participant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing, and using any personal information submitted for the purpose of administering the Program. The privacy policies of Sponsor, its agents and/or representatives administering the Program can be found on the Program site. This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information. The Released Parties will not be liable for: (i) any failure during the Program; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Submission and/or other information to be received, captured, recorded or otherwise function properly for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to a Participant's or any other person's computer or other device related to or resulting from participating in the Program; (v) and/or any combination of the above. The Sponsor reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes and/or other Program mechanics stipulated in these Terms and Conditions, to the extent deemed necessary by the Sponsor, for purposes of verifying compliance by any Participant, Submission and/or other information with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Program as contemplated in these Terms and Conditions, or for any other reason. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Program, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. In the event of any discrepancy or inconsistency between these Terms and Conditions and disclosures or other statements contained in any Program-related materials, including, but not limited to, any point of sale, print or online advertising, these Terms and Conditions shall prevail, govern and control to the fullest extent permitted by law. The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms and Conditions shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein. To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions or the rights and obligations of participants, Sponsor or any of the other Released Parties in connection with the Program will be governed by and construed in accordance with the domestic laws of the State of Texas, without giving

effect to any choice of law or conflicts of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Collin County, Texas in any action to enforce (or otherwise relating to) these Terms and Conditions or relating to the Program.

12. SPONSOR: DPS Holdings, Inc. 6425 Hall of Fame Lane, Frisco, TX 75034

EXHIBIT A

PARTICIPATING BRANDS:

Evian, Bai, Core