**THE Tutta bella “Cirque du Soleil” CONTEST**

OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. OPEN ONLY TO PERSONS WHO AS OF THE DATE OF ENTRY ARE A LEGAL RESIDENT OF THE 50 UNITED STATES, D.C. OR CANADA (EXCLUDING QUEBEC) AND ARE 13 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. U.S. LAW GOVERNS THIS CONTEST. VOID IN QUEBEC AND WHERE PROHIBITED BY LAW.**
1. **ELIGIBILITY**: The Tutta Bella “Cirque du Soleil” Contest (the “Contest”) is open only to persons who as of the date of entry (and, if a winner, as of the date of prize fulfillment) are a legal resident of one of the 50 United States, the District of Columbia or Canada (excluding Quebec) and who are 13 years of age or older. Persons who at any time during the Entry Period (as defined below) (and, if a winner, as of the date of prize fulfillment) are an employee of Tutta Bella. (“Sponsor”), or any of Sponsor’s parent companies, subsidiaries, affiliates or advertising or promotion agencies or any other entity involved in the marketing or promotion of the Contest, or a member of the immediate family or household (whether or not related) of any such employee, are not eligible. Eligibility determinations will be made by Sponsor in its discretion and will be final and binding. U.S. law governs this Contest. Void where prohibited by law.

2. **HOW TO ENTER**: The entry period for the Contest begins at 12:01 a.m. Pacific Time (PT) on January 15th, 2022, and continues through 11:59 p.m. PT on February 15th, 2021 (the “Entry Period”). No purchase is necessary. Any entrant who is under 18 years of age or otherwise under the legal age of majority in the jurisdiction in which the entrant resides (a “Minor”) must obtain permission to enter from his or her parent or legal guardian, and the agreement of the parent or legal guardian to these Official Rules, prior to entry. To enter the Contest, during the Entry Period, (i) visit the Contest website, located at tuttabella.com (the “Website”). Each entrant will be required to (i) fill out an online entry form Submitting an online entry form during the Entry Period constitutes acknowledgement of and consent to these Official Rules. Each Submission must be original and unique and may be submitted only once. If a particular Submission is submitted more than once, Sponsor will have the right to disqualify all entrants who submitted the duplicative Submission, to accept only the first submission of the Submission or to take such other action as Sponsor deems appropriate in its discretion. All entries must be completed and received by Sponsor prior to the conclusion of the Entry Period. Entry times will be determined by Sponsor in its discretion. Normal time rates and data charges, if any, charged by the entrant’s Internet or mobile service provider will apply. All entries are subject to verification at any time. Proof of submission does not constitute proof of entry. Sponsor will have the right, in its discretion, to require proof of identity and/or eligibility in a form acceptable to Sponsor (including, without limitation, government-issued photo identification). Failure to provide such proof to the satisfaction of Sponsor in a timely manner may result in disqualification.

3. **SUBMISSION GUIDELINES**: Each Submission must comply with the following guidelines: (a) the Submission must be original; (b) the entrant must own the copyright in the Submission; (c) the Submission must not previously have been published (other than via entrant’s own social media channels) or won any award; (d) the Submission must be truthful and accurate; (e) the Submission shall not identify, depict, contain or otherwise use the Personality Rights (as defined in Section 7) of any person other than the entrant; (f) the Submission must not contain any material that violates or infringes upon the rights of any third party, including without limitation any copyright, trademark or right of privacy or publicity, or that is unlawful, in violation of or contrary to any applicable law or regulation, or the use of which by the Licensees (as defined in Section 7) as permitted pursuant to these Official Rules would require a license or permission from or payment to any third party; (g) the Submission must not exhibit the entrant engaging in or otherwise promote any illegal, sexually explicit, violent or dangerous behavior; (h) the Submission must not contain any material that is disparaging, defamatory, threatening, indecent, violent, obscene or offensive, or that promotes a political agenda, violence, bigotry or discrimination; and (i) the Submission must not contain any material that Sponsor, in its sole discretion, deems inappropriate for public viewing and/or display. By submitting a Submission, the entrant, and if entrant is a Minor, his or her parent or legal guardian, each represents and warrants that the entrant has complied with all of the foregoing requirements and has obtained all permissions, licenses and consents that are necessary for the submission of the Submission and to the use by the Licensees of the Submission as permitted pursuant to these Official Rules and to verify compliance with the foregoing requirements. Each entrant agrees to provide to Sponsor at Sponsor’s request copies of all such permissions, licenses and consents and, if requested by Sponsor, to obtain additional permissions, licenses and consents from the applicable parties in a form specified by Sponsor. Sponsor reserves the right in its sole discretion to disqualify any Submission that Sponsor determines does not comply with these guidelines or to require the entrant to make such changes to any Submission as are necessary to make it compliant.

4. **SELECTION OF WINNERS**: Following the conclusion of the Entry Period, fifteen (15) potential grand prize winners and fifteen (15) potential second prize winners will be selected by judges designated by Sponsor (the “Judges”) from among all Submissions validly entered into the Contest, by applying the following criteria (the “Judging Criteria”) weighted equally: (a) originality, (b) storytelling, and (c) embodiment of the Jones Soda brand spirit. In the event of a tie between any two Submissions, the Submission with the highest score in the embodiment of the Jones Soda brand spirit criterion will be deemed the higher scoring Submission. The Submissions that receive the top fifteen (15) highest scores will be selected as potential grand prize winners, and the Submissions that receive the next fifteen (15) highest scores will be selected as potential second prize winners. The odds of winning will depend on the number and quality of Submissions validly entered into the Contest during the Entry Period.

5. **WINNER NOTIFICATION AND VERIFICATION**: The potential prize winners will be notified on or about November 15, 2021 via phone or email at the phone number or email provided with their entry, and must respond to the initial notification attempt within 72 hours. Each potential winner is subject to verification of eligibility and may, in Sponsor’s discretion, be required to submit proof of identity and/or eligibility in a form acceptable to Sponsor (including, without limitation, government-issued photo identification). Failure to provide such proof to the satisfaction of Sponsor in a timely manner may result in disqualification. Verification of each potential winner’s eligibility may also include, without limitation, a background investigation. Each entrant consents to the conduct of a background investigation (which may include a review of criminal records) on the entrant and agrees to supply any authorizations or permissions deemed necessary by Sponsor in connection with any such investigation. Each entrant represents that he or she will provide accurate and truthful information to Sponsor in connection with eligibility verification. Sponsor will have the right to require that the potential winners each complete and return to Sponsor an Affidavit (or Declaration in the case of any potential residents of Canada) of Eligibility/Release of Liability and, if legally permissible, a Publicity Release, and any other documentation provided by Sponsor in connection with verification of the potential winner’s eligibility and confirmation of the releases and grant of rights set forth in these Official Rules (as applicable, “Winner Verification Documents”) within seven days after attempted delivery of the document to the potential winner. The potential winner, if a U.S. resident, may also in Sponsor’s discretion be required to complete and return to Sponsor an IRS Form W-9 within three days of attempted delivery of same. If the potential winner is a Minor, Sponsor will have the right to request that the potential winner’s parent or legal guardian sign the Winner Verification Documents on behalf of the winner, or to award the prize directly in the name of the winner’s parent or legal guardian, who in such event will be required to sign the Winner Verification Documents and/or, if a U.S. resident, an IRS Form W-9. If the potential winner is a Canadian resident, he or she will be required to correctly answer a mathematical skill-testing question without mechanical or other aid to be administered via telephone, email or another manner determined by Sponsor in its discretion at a pre-arranged mutually convenient time. If any attempted notification or prize delivery is returned as undeliverable, or if a potential winner does not respond to Sponsor’s initial notification attempt within 72 hours, or if a potential winner does not complete, sign, and return any required Winner Verification Documents within seven days after attempted delivery of the document to the potential winner, or if a potential winner does not satisfy the eligibility requirements set forth in Section 1 or is not compliant with these Official Rules, or if Sponsor conducts a background investigation on a potential winner and determines in its sole discretion that awarding a prize to the potential winner, publicizing any facts or details about the potential winner or an association of the potential winner with Sponsor or the Contest might reflect negatively on Sponsor and/or its products or services or the Contest, Sponsor will have the right in its discretion to disqualify the potential winner and select an alternate winner.

6. **PRIZE**: Fifteen (15) grand prizes and Fifteen (15) second prizes will be offered. Each grand prize consists of the possibility that Sponsor may use the winner’s Submission or a version or component thereof as a label for Sponsor’s “Jones Soda” products in Sponsor’s 2022 augmented reality “Reel Label” marketing campaign. There is no market value to the grand prize. Each second prize consists of one of the following items: (a) Jones Prize Pack, consisting of a T-shirt, at home pack (notebook, pen and mask) and cinch bag (total approximate retail value [“ARV”] $55 USD); (b) Action Sports Content Creator Kit, consisting of a Joby GripTight Action Kit smartphone tripod and an Apple gift card with a face value of $20 USD (total ARV $55 USD); (c) Selfie Content Creator Kit, consisting of a selfie Ring Light and an Apple gift card with a face value of $20 USD (total ARV $55 USD); or (d) One (1) year supply of Jones Soda consisting of twelve (12) cases of twelve (12) bottles of Jones Soda (assorted flavors) (total ARV $480 USD). Each second prize winner can make a request for one of the foregoing prize options and Sponsor will use reasonable efforts to fulfill such request, but cannot guarantee that each second prize winner will receive the requested prize. The approximate retail value (“ARV”) of each second prize is $55 - $500 USD, depending on which prize the winner selects. The aggregate ARV of all prizes is $825– 7,200 USD, depending on the prizes selected. Each prize will be awarded if properly claimed. No substitution, cash redemption or transfer of the right to receive any prize or any prize component is permitted, except in the discretion of Sponsor, which have the right to substitute any prize or any prize component with a prize or prize component of equal or greater monetary value selected by Sponsor in its discretion. Sponsor shall have no obligation to include any prize winner or winning Submission on any product label or to distribute any quantity of product labels depicting winner and/or winner’s Submission. If any grand prize winner’s Submission is not used on a product label, Sponsor will award such grand prize winner an alternate prize selected by Sponsor in its discretion. Each prize consists only of the items expressly specified in these Official Rules. All expenses or costs associated with the acceptance or use of any prize or any prize component (including, Internet connection and/or data costs) are the responsibility of the winner. The prize is awarded “as is” and without any warranty, except as required by law. In no event will more than the number of prizes stated in these Official Rules be awarded. Use of gift cards is subject to issuer’s terms and conditions. All federal, state, provincial and local taxes on the value of the prize are the responsibility of the winner. An IRS form 1099 will be issued if required by law.

7. **GRANT OF RIGHTS**: By submitting a Submission, each entrant irrevocably grants to Sponsor and Sponsor’s parent companies, subsidiaries and affiliates, and the agents and licensees of each of the foregoing and each of their respective successors and assigns (collectively, the “Licensees”) the right to use the entrant’s name, likeness, voice, biographical information and statements attributed to the entrant (“Personality Rights”), in perpetuity, throughout the world, in all media and formats whether now or later known or developed (including without limitation via Sponsor’s and third-party websites and social media and digital channels), for commercial purposes and any other purposes (including, without limitation, advertising and promotion), without further notice or compensation, unless prohibited by law. In addition, by submitting a Submission, each entrant irrevocably grants to the Licensees a non-exclusive license to publish, display, reproduce, modify, edit, create derivative works based on and otherwise use the Submission, in whole or part, in perpetuity, throughout the world, in all media and formats whether now or later known or developed, including without limitation via Sponsor’s and third-party websites and social media and digital channels, for commercial purposes and any other purposes (including without limitation advertising and promotion), without further notice or compensation, unless prohibited by law. For clarity, the foregoing grant of rights includes the right to modify and use the Submission in connection with the incorporation of a still image from the Submission on a product label and presentation of the Submission in a mobile app as part of an augmented reality experience in connection with the product label. Further, each entrant waives any and all moral rights in and to his/her Submission (and each component thereof) in favor of the Licensees.

8. **RELEASE AND LIMITATION OF LIABILITY**: To the fullest extent permitted by applicable law, each entrant releases and agrees to hold harmless each of the Licensees and all other companies involved in the development, operation or marketing of the Contest or the provision of any prize or any component of any prize, and the successors and assigns of each of the foregoing, and the directors, officers, employees and agents of each of the foregoing (the “Released Parties”) from and against any and all claims, causes of action and liabilities of any kind that the entrant ever had, now has or might in the future have arising out of or relating to the Contest, participation in the Contest, the use of the Website and/or the App, the acceptance, receipt, participation in or use of any prize or any component thereof, the entrant’s Personality Rights or the entrant’s Submission, including without limitation any and all claims, causes of action and liabilities (a) relating to any personal injury, death or property damage or loss sustained by any entrant or any other person, (b) based upon any allegation of violation of the right of privacy or publicity, copyright infringement, misappropriation, defamation or violation of any other personal or proprietary right, or (c) or based upon any allegation of a violation of any law, rule or regulation relating to personal information or data security. Each entrant agrees not to assert any such claim or cause of action against any of the Released Parties. Each entrant assumes the risk of, and all liability for, any injury, loss or damage caused, or claimed to be caused, by participation in this Contest, the use of any Contest-related website or mobile app, or the provision, acceptance or use of any prize or prize component. The Released Parties are not responsible for, and will have not have any liability in connection with, (v) any typographical, printing, production, distribution or other error in the administration of the Contest or in the announcement of prizes or winners, (w) late, lost, delayed, illegible, damaged, corrupted or incomplete entries, incorrect or inaccurate capture of, damage to, or loss of entries or entry information, or any other human, mechanical or technical error of any kind relating to the operation of the Website and/or the App, communications or attempted communications with any entrant, the submission, collection, storage or processing of entries or the administration of the Contest, (x) any “act of god” or other force majeure event outside of Sponsor’s control that may cause any postponement or cancellation of any prize-related activity or interfere with, delay or prevent the provision of any prize, (y) undeliverable e-mails resulting from any form of active or passive e-mail filtering by a user's Internet service provider and/or e-mail client or for insufficient space in user's e-mail account to receive e-mail, or (z) any damage to any computer system resulting from participation in or accessing or downloading information in connection with the Contest.

9. **GENERAL RULES**: Sponsor has the right, in its sole discretion, to modify these Official Rules (including without limitation by adjusting any of the dates and/or timeframes stipulated in these Official Rules) and to cancel, modify or suspend this Contest at any time in its discretion, including without limitation if a virus, bug, technical problem, entrant fraud or misconduct or other cause beyond the control of Sponsor corrupts the administration, integrity, security or proper operation of the Contest or if for any other reason Sponsor is not able to conduct the Contest as planned (including without limitation in the event the Contest is interfered with by any fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or of public enemy, communications failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, federal, state, provincial or local law, order or regulation or court order) or in the event of any change to the terms governing the use of the Website or the App or the application or interpretation of such terms. In the event of termination of the Contest, a notice will be posted on the Website and potential winners will be selected in accordance with these Official Rules to award the prize from among all eligible entries received prior to the time of termination. Sponsor has the right, in its sole discretion, to disqualify or prohibit from participating in the Contest any individual who, in Sponsor’s discretion, Sponsor determines or believes (i) has tampered with the entry process or has undermined the legitimate operation of the Website, the App or the Contest by cheating, hacking, deception or other unfair practices, (ii) has engaged in conduct that annoys, abuses, threatens or harasses any other entrant or any representative of Sponsor or (iii) has attempted or intends to attempt any of the foregoing. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR MOBILE APP ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR HAS THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS’ FEES) FROM ANY PERSON INVOLVED TO THE FULLEST EXTENT PERMITTED BY LAW. The use of agents or automated devices, programs or methods to submit entries is prohibited and Sponsor has the right, in its sole discretion, to disqualify any entry that it believes may have been submitted using such an agent or automated device, program or method. In the event of a dispute regarding who submitted an entry, the entry will be deemed to have been submitted by the registered user of the e-mail account provided in connection with the entry. All federal, state, provincial and local laws and regulations apply. All entries become the property of Sponsor and will not be verified or returned. By participating in this Contest, each entrant agrees to be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all respects. These Official Rules may not be reprinted or republished in any way without the prior written consent of Sponsor.

10. **DISPUTES**: By entering the Contest, each entrant agrees, to the maximum extent permitted by applicable law, that (a) any and all disputes, claims and causes of action arising out of or connected with the Contest or the provision, acceptance and/or use of any prize or prize component will be resolved individually, without resort to any form of class action (Note: Some jurisdictions do not allow restricting access to class actions. This provision will not apply to entrants who live in such a jurisdiction); (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys’ fees; (c) under no circumstances will any entrant be permitted to obtain any award for, and each entrant hereby waives all rights to claim, punitive, special, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses, and (d) each entrant’s sole and exclusive remedy with respect to any and all disputes, claims, and causes of action arising out of or connected with the Contest will be an action at law for the recovery of monetary damages only, and in no event will the entrant have the right to enjoin or otherwise interfere with the exercise by the Licensees of any of the rights granted in these Official Rules or terminate or rescind any of the rights granted in these Official Rules. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the respective rights and obligations of the entrants and Sponsor in connection with the Contest 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 that would cause the application of the laws of any jurisdiction other than the State of New York. Any legal proceedings arising out of this Contest or relating to these Official Rules shall be instituted only in the federal or state courts located in New York County in the State of New York, waiving any right to trial by jury, and each entrant consents to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to any of the foregoing. In the event of any conflict between these Official Rules and any Contest information provided elsewhere (including but not limited in advertising or marketing materials), these Official Rules shall prevail.

11. **USE OF INFORMATION**: By participating in the Contest, each entrant (and if entrant is a Minor, his or her parent or legal guardian) agrees that information submitted via the Website and/or the App in connection with the Contest will be subject to Sponsor’s Privacy Policy available at Jonessoda.com/privacy-policy (the “Privacy Policy”) and may be used as permitted pursuant to the Privacy Policy, and may also be used as determined by Sponsor in connection with the administration of the Contest (including winner notification and provision of winners’ names when requested). Canadian residents, please note that personal information collected for this Contest will be hosted on servers in the United States, and the personal information an entrant provides therefore also may be subject to the laws of the United States.

12. **WINNERS’ NAMES AND RULES REQUESTS**: For the names of the winners, available after November 15, 2021, or a copy of these Official Rules, send a self-addressed, stamped envelope to: “Reel Labels Contest” c/o Jones Soda Co., 66 S Hanford St., Suite 150, Seattle, WA 98134. Canadian residents may omit return postage.

13. **SPONSOR**: Jones Soda Co., Seattle, WA.