

**JonnyPops® Kindness is Golden Rewards Program Terms and Conditions** Welcome to JonnyPops Kindness is Golden Rewards Program website (the “Site”). This Program is provided by JonnyPops (“JonnyPops” “Sponsor”, “we” and “us”). INTERNET ACCESS AND/OR INTERNET CAPABLE MOBILE DEVICE ARE REQUIRED FOR PARTICIPATION AND PRINTING OF PROOF OF PURCHASE DOCUMENTS. Void where restricted or prohibited. **AGREEMENT TO THESE TERMS: Your continued access and/or use of this Site means you agree to be bound by and comply with these terms and conditions (the “Terms”). If you do not agree to the Terms, please do not participate in the Program or use the Site. You agree to abide by Sponsor and Administrator’s final and binding decisions regarding the Program and your participation in it.** All materials, information, documentation and participation in the Program and all elements and issues relating thereto are subject to these Terms, and the interpretations and decisions of the Sponsor and Administrator (and their authorized representatives), which are final and binding. These Terms may be modified, cancelled or amended from time-to-time in Sponsor’s sole and absolute discretion by posting revised Terms to the Site which will supersede the prior Terms, and your continued participation in the Program is deemed your consent to be bound to the revised Terms.

**Eligibility:** This JonnyPops Kindness is Golden Rewards Program (the “Program”) is offered and open only to eligible Participants. An eligible Participant is an individual who is physically located and resides in the fifty (50) United States or the District of Columbia (“U.S.”) and is 18 years of age or older at the time of registration (eligible “Participants”). Products may not be available for sale in all 50 States. Participation in this Program does not create or constitute any employment, fiduciary or other relationship between Participants and Sponsor. Employees, directors and officers of JonnyPops, Point B Solutions (“Administrator”) and any other individuals or entities involved in the implementation or execution of the Program (collectively “Program Entities”) are not eligible to participate. Groups, organizations, commercial purchasers, resellers or retailers are ineligible to participate; a group, company or other entity may not direct, encourage or allow individuals to participate for anything other than individual, non-commercial use. **Program Period:** The Program begins on or about 12:00 am Central Time (“CT”) on February 16<sup>th</sup>, 2026 and ends 11:59 pm CT on December 31, 2026, unless cancelled or terminated as provided herein (“Program Period”). **Participant registration and qualifying order form(s) (“Order Form(s)”) must be submitted on the Site during the Program Period, and all Purchase Documentation must be received by Sponsor (or its authorized representative) at the address stated herein below on or before December 31, 2026.** No requests will be honored thereafter, and all Kind Deeds points (defined below) will be immediately forfeited and void. All time referenced herein is Central Time and Administrator’s server’s clock shall be the official time-keeping device for all times applicable to the Program. Participants are solely responsible for determining the corresponding time zone in their respective jurisdictions. **Program Registration:** In order to participate, eligible Participants first register for the Program by accessing the Site at [www.jonnypopskindness.com](http://www.jonnypopskindness.com) and completing all required information during the Program Period (“Registration”). Without limitation, a Participant may not: (a) activate or use more than one Participant account, name, email or address; (b) use the name of a business; (c) use a false or misleading name, address, or e-mail address to activate or use any Participant account; or (d) present or supply false or misleading information to Sponsor, Administrator, or any entity involved in the Program. **Qualifying JonnyPops Sticks:** Qualifying JonnyPops sticks are defined as the wooden sticks (each with a kind deed printed on it) from participating JonnyPops brand products purchased in the U.S. by an eligible Participant during the Program Period from a participating U.S. retailer (in-store or

on-line) who is authorized to sell Sponsor's products. ("**Qualifying Sticks**"). One (1) Qualifying Stick is assigned one (1) Kind Deed point ("**Kind Deed(s) points**" or "**Points**"). Kind Deed points may be amassed by collecting Qualifying Sticks, which are then redeemable during the Program Period for available Rewards as provided on the Site, only while available supplies last. Qualifying Sticks, Kind Deed points and values and Rewards may be added, eliminated, substituted, or otherwise modified at any time. Any products (suspected of being) purchased or obtained from illegal, illegitimate or unauthorized channels or any purchases not in compliance with these Terms, as determined by Sponsor in its sole and absolute discretion, are invalid and do not qualify for the Program. **Proof of Purchase and Order Form Required/How to Redeem Kind Deeds for Rewards:** During the Program Period, eligible Participants: (i) Register and access their account on the Site, (ii) Complete the Sponsor's official order form ("**Order Form**"), select the requested Reward(s) for which they have the correct, corresponding number of collected Kind Deeds from Qualifying Sticks, and save your online Order Form (at which time a unique number and barcode will be assigned to each Order Form), (iii) Print the completed Order Form with unique number and barcode, or legibly complete a 3x5 card with name, complete U.S. mailing address AND assigned unique order number, (iv) Enclose Order Form (or completed card) ALONG WITH THE CORRECT NUMBER OF QUALIFYING STICKS (rinsed and placed in clear plastic bag(s), plastic wrap or similar lightweight transparent material) for the order, and (v) Mail in sufficiently U.S. stamped envelope, to: 9350 W. Broadway, Ste 160, Minneapolis, MN 55445, for receipt on or before December 31, 2026. (collectively "**Purchase Documentation**"). Proof of mailing or submission of Purchase Documentation is not proof of receipt or eligibility for the Program or a Reward. Qualifying Sticks must be from participating JonnyPops products, cleaned and entirely contained in plastic bag(s)/wrap, and must not be (or suspected of being) altered, counterfeit, illegible, fraudulent, imitation, invalid or otherwise noncompliant. All Order Forms must be completed on the Site during or before the end of the Program Period. **Kind Deed points expire at 11:59 p.m. CT on the last day of the Program Period and will be void thereafter.** Limit one (1) Order Form per outer stamped envelope. An Order Form may reflect more than one Reward provided they have the corresponding number of Qualifying Sticks for all Rewards requested. Participant may submit separately mailed Order Forms provided each Order Form is compliant herewith. All Purchase Documentation must be to the best of Participants' knowledge accurate, complete and truthful, and not knowingly duplicative, fraudulent or otherwise non-compliant; Participants' represent and warrant the same. Purchase Documentation is Participants' sole responsibility. Program Entities (and their authorized representatives) are not responsible for Purchase Documentation or any element thereof that are unreported, lost, late, damaged, altered, destroyed, forged, tampered with, mutilated, incomprehensible, misdirected, undelivered, illegible, incompatible, incomplete, altered, counterfeit, stolen, postage-due or otherwise not in compliance with these Program Terms. Purchase Documentation which indicates or that Sponsor reasonably suspect indicates that the products have not been legitimately purchased, do not relate to a participating Sponsor product and/or Qualifying Stick, were not purchased in good faith, or are otherwise not in compliance with these Terms or the spirit of the Program, will not be valid and will not be honored for Reward redemption. Purchase Documentation and any other submission provided by Participant becomes the property of Sponsor and will not be returned. All Participants must keep their tracking number associated with the package containing their sticks. Participants must keep their tracking number until they have received their gift in order to ensure the sticks arrival at the fulfillment center. **Kind Deed Points:** Upon termination of a Participant's account for any reason or upon termination of the Program, all

Qualifying Sticks become invalid for use in the Program and Kind Deed points are forfeited and become void. Kind Deed points must be redeemed during the Program Period as stated herein; thereafter, any unredeemed points will immediately expire and be void. Sponsor reserves the right to withhold or deduct Qualifying Sticks and/or Kind Deed points if it is determined or suspected that the receipt of such Qualifying Sticks and/or Kind Deed points was in error, fraudulent, illegal, or in violation of these Program Terms. Qualifying Sticks and/or Kind Deed points are only valid for use in the Program, may not be combined with another Participant's points/account, are not available for purchase, transferable, assignable or redeemable for cash, may not be bartered, exchanged, sold, or combined with other Sponsor offers, promotions or discounts. Kind Deed points are for promotional purposes only, have no monetary or other value, purpose or use except in exchange for available Rewards (if any) offered via the Program. **Each Participant is limited to earning a maximum of 12,000 Kind Deed points during the entire Program Period.** **Rewards and Redemption:** Subject to Purchase Documentation being properly submitted, timely received by Sponsor's authorized representative, and eligibility and compliance verified, Participant may be eligible to receive the requested merchandise/item that correlates to the number of Qualifying Sticks (each equal to one (1) Kind Deed point) stated on the Site ("**Rewards**"). Rewards will not be made available until Participant's Purchase Documentation is timely received, confirmed and the verification process is complete, in Sponsor's absolute determination. All Rewards will be delivered to the U.S. mailing address as listed in the Participant's account. Rewards will be shipped via U.S. mail (or other carrier at the discretion of Sponsor). It is anticipated, but not guaranteed, that available Reward will be shipped on or within 90 days from receipt of properly completed Purchase Documentation, unless the Site states a different schedule or the particular Reward requested is limited in quantity, backordered, or out of stock. Merchandise can only be shipped within the U.S. Any Reward or portion thereof that is awarded in the form of (online) gift certificates/cards/coupons/codes, if any, will be sent via address or e-mail to that address listed in the Participant's account within 90 days from the date of the order/notification. Any such gift cards are subject to the terms and conditions of issuer. Rewards that are returned, unclaimed, misdirected, refused or undeliverable for whatever reason (including because Program information is incorrect) will not be re-sent and are forfeited, and the Kind Deed points will be forfeited and not refunded; Program Entities shall have no further obligation to award said item. Currently available Rewards will be as listed on the Site along with applicable limitations and details. Rewards are limited in quantity and are available only while supplies last. The merchandise/Rewards items listed on the Site may fluctuate based on availability. Rewards listed on the Site may be restricted by geographic area, or other restrictions may apply (such as, for example, expiry dates and/or redemption deadlines). Rewards pictured on the Site and in promotional materials are for illustrative purposes only, may be substituted due to unavailability, and may not necessarily reflect exact colors, styles, features, equipment, or models of actual item or may be subject to printing variations, availability and/or manufacturer's updates. Sponsor makes no representations, warranties, covenants or guarantees that any particular Reward will be (or will continue to be) available or offered in the Program; availability is limited and is on a first-come, first-served basis. Sponsor reserves the absolute right to modify, change, substitute, delete or add merchandise, coupons, or other items as Reward(s) or any element thereof at any time. Sponsor reserves the right to modify the Kind Deed point value(s) for any Reward at any time and for any reason, but will not apply such modification retroactively to redemption requests already submitted and postmarked on or prior to modification. **By participating in the Program, Participants understand and expressly consent to the**

Commented [RH1]: Kind

**Sponsor's right of substitution for any Reward that is unavailable for any reason.**

Therefore, if you redeem your Kind Deed points for a Reward and Sponsor determines that the Reward is unavailable, out of stock or for whatever reason cannot be provided, Sponsor reserves the absolute right to substitute with an available Reward(s) one size up (if clothing), or with a Reward or combination of Reward(s) up to and of the same or greater value, and/or provide manufacturer's coupons. Refunds, exchanges and other issues regarding the Reward redeemed may be governed by the third-party vendor's terms and conditions applicable to the redemption and are not the responsibility of any of the Program Entities. Once a Participant has completed the Order Form for the Reward and redeemed the corresponding Kind Deed points by submitting completed Purchase Documentation, the Order is final, Qualifying Sticks/Kind Deed points will not be credited, refunded or placed back in a Participant's account. Rewards may not be returned with/to the Sponsor or any other Program Entity. Rewards must be returned to the vendor who may return, repair or replace the item in accordance with their policies. Redeemed Rewards are not refundable, replaceable, or transferable for cash, credit, or other Reward under any circumstances. As applicable, lost, stolen or mutilated debit cards, checks, coupons, gift cards, gift certificates, certificates, tickets, or merchandise received as a Reward will not be replaced by Program Entities. Redeemed Rewards earned in the Program may not be re-sold or exchanged for other goods or services except as stated on the Reward. Certain Rewards may require the potential Participant to first properly execute, have witnessed and timely return a Declaration of Eligibility, Liability and Publicity Release (or other required release documents) as part of the redemption process, or else that individual will not qualify as eligible to redeem that particular Reward.

**OTHER THAN APPLICABLE MANUFACTURERS' WARRANTIES, REWARDS ARE PROVIDED "AS IS" WITH NO REPRESENTATIONS, WARRANTIES OR GUARANTEES (EXPRESS OR IMPLIED). THE RELEASED PARTIES (DEFINED BELOW) ARE NOT RESPONSIBLE FOR ANY PRODUCTS OR SERVICES RECEIVED AS A REWARD AND OFFERED BY ANY THIRD PARTY. TO THE FULLEST EXTENT ALLOWABLE BY LAW, THE RELEASED PARTIES SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY PRODUCTS AND/OR SERVICES OFFERED BY ANY RELATED THIRD PARTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.**

**Modification, Termination or Cancellation of the Program:** In the event of any discrepancy, ambiguity, inconsistency, printing or any other error or miscommunication on the Site, in any advertising, Program materials and/or any other information or communications in whatever form, media or medium relating to this Program, these Terms shall govern. Sponsor reserves the absolute unrestricted right to modify, extend, terminate or cancel the Program prior to the end of the Program Period ("**Program Change**") at any time without prior notice or liability, and reserves the absolute right to interpret the Terms of the Program. Any such Program Change will be communicated on the Site by posting updated Terms, which will apply to the Program from that time forward, if applicable. However, such updated terms shall not apply to redemption requests already submitted and postmarked on or prior to such update. If for any reason the Program or any element thereof, is impaired, not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, cheating, bots/scripts, mechanical or other artifice, regularly-scheduled maintenance, equipment failure, technical failures, vendor supply chain issues, manufacturing deficiencies, a force majeure event, or any other causes similar or dissimilar which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the

Program or any element thereof (as determined by Sponsor in its sole and absolute discretion), Sponsor reserves the right at its sole discretion to modify the Program or any element thereof in a manner that best conforms to the spirit of these Terms without suspending it, suspend the Program or any element thereof to address the impairment and then resume in a manner that best conforms to the spirit of these Terms, or cancel, terminate, modify or suspend the Program, or any part thereof. If the Program is early cancelled or terminated due to Program Change, but only if it is deemed commercially reasonable and practicable to do so Sponsor will attempt to honor already received eligible Purchase Documentation and/or eligible Purchase Documentation that is received on or within 10 days after notice of termination/cancellation is provided on the Site; thereafter, all requests for Rewards, and all Kind Deed points will be invalid and void. Without limitation, if any suspected attempt, directly or indirectly, by any individual, entity or Participant to use or benefit from the use of mechanical artifice, robotic, repetitive, automatic, bots/scripts, programmed or similar participation or other methods or agents occurs, then Sponsor may, in its sole discretion, immediately invalidate the Participant account and/or Kind Deed points of such individual(s) suspected of engaging in or benefiting from such methods, and the subject Participant will be disqualified from the Program permanently, require immediate refund or forfeiture of any Reward and/or accrued during the Program Period, impose monetary penalties for any breach, and/or require the Participant to reimburse Sponsor for all reasonable attorney fees associated with enforcing these provisions. Further, if Sponsor suspects that any Participant, participation, information or Purchase Documentation submitted by or on behalf of any Participant is or is suspected of being false, inaccurate, duplicative, fraudulent, tampered with, or otherwise invalid, then Sponsor may, in its sole discretion, take same or similar measures as referenced above. Submitting false claims for Program participation may subject the Participant to civil liability or criminal prosecution. Program Entities are not responsible for injury or damage to Participants' or to any other person's computer or device related to or resulting from participating in this Program or downloading materials from or use of the Website. **Taxes:** Participants represent and warrant that acceptance of any Reward in connection with this Program will not violate any policies, laws, regulations, contracts, or conflict of interest policy. Participant agrees to comply with applicable reporting requirements of U.S. tax authorities, as required by law, and will be solely responsible for payment and reporting of all applicable taxes in their jurisdiction. Sponsor and all other Program entities assume no liability or responsibility with respect thereto. **Limitations of Liability: BY PARTICIPATING IN THE PROGRAM, PARTICIPANTS AGREE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO RELEASE, DISCHARGE AND HOLD HARMLESS THE SPONSOR, ADMINISTRATOR, OTHER PROGRAM ENTITIES, AND THEIR PARENT, AFFILIATED AND SUBSIDIARY COMPANIES, ADVERTISING AND PROMOTION AGENCIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES, ASSIGNS AND AGENTS ("RELEASED PARTIES") FROM AND AGAINST ANY AND ALL ALLEGED AND/OR ACTUAL CLAIMS, CAUSES OF ACTION, DEMANDS, LOSSES, SETTLEMENTS (WHETHER OR NOT LITIGATION OR OTHER LEGAL PROCEEDINGS ARE COMMENCED), LIABILITIES AND DAMAGES OF ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE (INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PERSONAL INJURY, DEATH, DISABILITY AND PROPERTY DAMAGE, VIOLATION OF INTELLECTUAL PROPERTY, PROPRIETARY, PUBLICITY, PRIVACY OR ANY OTHER RIGHT), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, SETTLEMENT AND DISBURSEMENTS) DIRECTLY OR INDIRECTLY**

ARISING OUT OF USE OF: (A) THE PROGRAM AND SITE, IN WHOLE OR IN PART, INCLUDING, WITHOUT LIMITATION, PARTICIPANT'S USE OF OR INABILITY TO USE THE PROGRAM OR SITE OR THE PERFORMANCE OF THE PROGRAM OR SITE, OR ANY ELEMENT THEREOF; (B) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY RELEASED PARTIES OR LAW ENFORCEMENT AUTHORITIES, INCLUDING BUT NOT LIMITED TO THOSE REGARDING PARTICIPANT'S ACCESS TO OR USE OF THE PROGRAM; (C) ANY FAILURES, ERRORS OR OMISSIONS IN THE PROGRAM'S OR SITE'S TECHNICAL OPERATION; (D) ANY DAMAGE TO ANY USER'S DEVICE, HARDWARE, SOFTWARE, MODEM, OR OTHER EQUIPMENT OR TECHNOLOGY, INCLUDING DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE, OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION, INCLUDING LOSSES OR DAMAGES IN THE FORM OF LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR EQUIPMENT FAILURE OR MALFUNCTION; (E) THE SUBMISSION, ACCEPTANCE, POSSESSION, USE, MISDIRECTION, LOSS, OR MISUSE OF PURCHASE DOCUMENTATION OR ANY ELEMENT THEREOF, ANY KIND DEED POINT, REWARD, OR ANY ELEMENT THEREOF, AND (F) PARTICIPATION IN THE PROGRAM AND/OR PROGRAM RELATED ACTIVITY. The foregoing limitations of liability will apply even if any of the foregoing events or circumstances were foreseeable and even if Released Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether Participants bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of God or other force majeure, telecommunications failure, compromise or destruction of the Program). **In no event will the Released Parties be responsible or liable for any indirect, incidental, consequential or punitive damages arising out of this Program or participation therein or any element thereof, or any failure with respect thereto. Without limiting the foregoing, everything on the Site, INCLUDING THE PROGRAM, is provided "AS IS" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.** To the fullest extent permitted by applicable law, Participants covenant not to sue any released party or cause them to be sued regarding any matter released herein; and further covenant not to disaffirm, limit or rescind these releases. A waiver by Sponsor or any Program Entity of any term in these Terms does not constitute a waiver of any other provision. If any provision is adjudged to be invalid it shall be struck from these Terms and the remainder of the Terms shall remain in full force and effect. To the fullest extent permitted by applicable law, Participants waive any applicable statutory and common law that may permit a contract to be construed against its drafter. Sponsor may assign its rights and obligations under these Terms, in whole or in part, to any party at any time without any notice. These Terms may not be assigned by Participants, and Participants may not delegate Participant's duties under them, without the prior written consent of Sponsor. Headings are provided for convenience only. **Sponsor Content and Others' Content:** While visiting the Site, Participants may access certain websites with a different look and feel. Sponsor does not review, control or endorse the content of any such non-Sponsor websites and is not responsible for their content or accuracy. **Web-Enabled Mobile or Handheld Devices:** Certain web and smartphone applications of the Site have been designed to run on a personal computer, standard laptop or web-enabled mobile device. If you view or use the Site on a mobile or handheld device, you may experience some display and

functionality limitations, or varying wireless network coverage and speed depending on your geographic location and telecommunications provider. **Data and usage charges will apply.** Consent is not a condition of purchase. **Trademarks:** There may be references or depictions on the Site to various trademarks, logos or service marks which are, whether registered or not, the property of their respective owners which are not sponsors or otherwise affiliated with this Program. **Force Majeure:** Neither Sponsor nor any Program Entity shall be liable to any Participant or any other person or entity for failure to execute the Program or any part thereof, or supply a Good Deed point or Reward in whole or in part, by reason of any act 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), regulation(s), order(s) or request(s) prove(s) to be invalid), technical failure, human error, equipment failure, terrorist acts, cyber-attacks, earthquake, war, fire, flood, explosion, unusually severe weather, embargo, lockout, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, epidemic or pandemic or any similar or dissimilar event beyond their reasonable control. **Changes, Dispute Resolution, Applicable Law and Venue:** Sponsor reserves the right to make changes to these Terms and this Site. Sponsor encourages all Participants to review the Site and these terms periodically for updates or changes. Continued access or use of the Site shall be deemed acceptance of these Terms and any changes and the reasonableness of these standards for notice of changes. Use of the Site will be governed by and construed in accordance with the laws of state of **Minnesota** without giving effect to conflict of law provisions. You agree that any legal action or proceeding between you and Sponsor or any other Program Entity will be brought exclusively in a federal or state court of competent jurisdiction sitting in Minneapolis, MN. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be set apart from the rest of the Terms and shall not affect the validity and enforceability of all remaining provisions. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL RELEASED PARTIES' TOTAL LIABILITY TO PARTICIPANTS, FOR ALL POSSIBLE CLAIMS AND LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH PARTICIPANT'S ACCESS TO AND USE OF THE PROGRAM OR WEBSITE AND PARTICIPANT'S RIGHTS UNDER THESE TERMS, EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE PAID FOR THE PRODUCT IN CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE THE CLAIM(S); PROVIDED, HOWEVER, THIS PROVISION WILL NOT APPLY IF A TRIBUNAL WITH APPLICABLE JURISDICTION FINDS SUCH TO BE UNCONSCIONABLE. FOR PURPOSES OF CLARITY, THE PRIOR SENTENCE DOES NOT EXPAND OR LIMIT ANY EXPRESS, WRITTEN PRODUCT WARRANTY THAT IS PROVIDED BY SPONSOR OR A MANUFACTURER OF A PHYSICAL PRODUCT.** The business realities associated with operating the Program are such that, without the limitations that are set forth in these Terms -- such as Participants' grant and waivers of rights, the indemnification for and limitations on Program Entities' liability -- Sponsor would not make the Program available. **Communications:** By participating in the Program, Participants agree that Sponsor and/or Program Entities: (i) may give notices of important matters by prominently posting notice on the home page of the Site or in another reasonable manner we determine in our sole discretion; and (ii) may contact you and send you communications by telephone, postal mail and e-mail at the number and/or addresses provided at time of Registration. These communications may include marketing communications about the Program and you consent to receive these communications even if you previously indicated that you no longer wanted to receive communications. Your sign-up to the Program will serve as your express agreement to

receive these marketing and similar communications. You may opt-out of Program communications by discontinuing use in the Program and related services; instructions for opting out of Program communications will be contained within such emails and/or on the Site. **Privacy:** Please review the Sponsor Privacy Information at [www.jonnypopskindness.com/privacy.html](http://www.jonnypopskindness.com/privacy.html).

