

Conditional Rebate Promotion Terms and Conditions

Last Modified: August 20, 2024

These terms and conditions (the “Terms”) govern your participation in the Conditional Rebate Program (defined below) supported by Cheers Cash Inc (“CCI”). By making an (1) Eligible Purchase from Ice Shaker (“Retailer”) and (2) opting to participate in the Program as set forth herein, you are agreeing to these Terms for the benefit of Retailer and CCI. If you do not agree to these terms, you should elect not to participate in the Program. Participation is completely optional, you may complete an Eligible Purchase from Retailer without participating in the Program.

BY CLICKING ON THE "I ACCEPT" BUTTON OR ACCESSING OR USING THE PROGRAM OR SERVICES YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO AGREE TO THESE TERMS AND, IF AGREEING ON BEHALF OF AN ORGANIZATION, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ORGANIZATION; AND (C) ACCEPT THESE TERMS AND AGREE THAT YOU ARE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE PROGRAM OR SERVICES.

1. **Defined Terms.** Capitalized terms used herein will have the meanings set forth below or the meanings set forth in the body of these Terms.
 - a. “Conditional Rebate Program” or “Program” means the specific promotion pursuant to which you have purchased an eligible product from Retailer and opted to enter for a chance to receive a specified rebate (not to exceed your total purchase price) upon the occurrence of a future event or occurrence.
 - b. “Condition” means the specified event or occurrence that triggers payment of a Rebate to you.
 - c. “Promotional Product” is a product listed on Retailer’s ecommerce store that details high-level promotion information and is added by shoppers via a link.
 - d. “Eligible Purchase” means your purchase of a product from Retailer during the specified Purchase Period, provided such purchase has been identified as eligible for the Program at the point of sale or otherwise prior to your purchase and you checkout with a Promotional Product in your cart. If you return any items to the Retailer, your purchase is no longer an Eligible Purchase.
 - e. “Program Entry Form” means the user interface made available to you by or on behalf of Retailer at checkout with information on the “Program” including these terms
 - f. “Program Period” means the period of time during which you must complete an Eligible Purchase and opt-in to the Program to be eligible for a Rebate.
 - g. “Entry Period” means the amount of calendar days you have to complete the Program Entry Form after an Eligible Purchase has been made.
 - h. “Purchase Date” means the date you completed the Eligible Purchase
 - i. “Purchase Price” means the total amount paid by you for completing an Eligible Purchase, not including tax or shipping.
 - j. “Rebate” means the amount (expressed as a fixed dollar amount or percentage of the Purchase Price) that will be paid to you if you participate in a Program and the specified Condition occurs. A Rebate can be paid in store credit or a cash equivalent as defined. A max Rebate per order may be defined in the Program details.

2. **How to Participate in a Program.**

- a. To participate in any Conditional Rebate Program, you must (1) complete an Eligible Purchase and (2) accept the terms defined on the Program Entry Form during the Entry Period.
- b. Each Program Entry Form will be displayed during the checkout of an Eligible Purchase. The Program Entry Form and the Promotion Product will outline the Program details, including the Eligible Purchase, Condition, and potential Rebate. Upon receipt of the Program Entry Form, the Retailer will evaluate it to confirm that it meets all Program requirements. If the form is accepted, a confirmation email will be sent to notify you of the acceptance. You will not be considered a Program Participant and will not be eligible for a Rebate until you receive this confirmation notice.
- c. Retailer is not responsible for and will not consider any entries that (i) are incomplete, damaged, illegible, misdirected, inaccurate, not received, lost, stolen, delayed, undelivered, or late for any reason, including as a result of any technical, electronic, telephone, hardware, software, internet, server, email platform, social media platform, website, application, network, computer, data transmission, or any third-party service errors, malfunctions, or difficulties of any kind (collectively, "Transmission Failures"), or (ii) do not conform with any the requirements of these Terms (collectively, "Faulty Entries"), including entries received after the Entry Period.

3. **Program Period and Award of Rebate.**

- a. After the end of the Program Period, Retailer will notify you whether the Condition occurred or did not occur. If the Condition occurred and subject to verification in accordance with Section 3(b) below, Retailer will reward you with payment of the Rebate, either through pre-paid card or by store credit as defined in the Program details. If the Condition did not occur, you will not receive the Rebate and the Program will cease.
- b. Any potential winner will be deemed a winner and eligible to receive the Rebate only after our verification of eligibility of the potential winner. Retailer may disqualify you from the Program and deem any Program Entry Form void if it suspects or finds that you have (i) violated any applicable law or these Terms, including by (a) entering as a minor, or (c) entering as a resident of a location in which the Program is void; (ii) tampered or attempted to tamper with the entry process or the operation of the Program; (iii) acted in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten, bully, or harass any other person; or (iv) attempted to undermine the legitimate operation of the Program by cheating, hacking, deception, or other unfair playing practices (collectively, "Violating Entries").
- c. Retailer will make payment of the Rebate within ninety (90) days after the later of: (1) the last day of the applicable Program Period; or (2) the occurrence of the Condition. Additional terms and conditions may apply to processing payment of the Rebate.
- d. To receive payment of the Rebate, you must verify your identity with Retailer and take other actions reasonably requested by Retailer to ensure your eligibility for the Rebate.

4. **Eligibility.** The Program is open to legal residents of the United States (except Maine and Michigan) who are at least 18 years old (or the age of majority in your state if higher than 18) at

the time of completing an Eligible Purchase and submitting your Program Entry Form. Employees of Retailer are ineligible to participate in any Program. The Program may not be combined with other sales incentives, discounts, rebates or promotions. Void where prohibited.

5. **No Social Media Platform or League Endorsement; Release.**
 - a. A Program may involve one or more social media platforms. In all cases, however, the Program is in no way sponsored, endorsed, or administered by, or associated with any such platform, including Meta Platforms, Inc. (Facebook), Instagram Inc., ByteDance Ltd. (TiKTok), Google Inc. (YouTube), or Twitter, Inc. (collectively, "Social Media Companies"). You understand that by using and interacting with the application or website of any of the Social Media Companies, you are subject to the terms, conditions, and policies that govern the use of those applications and websites. You should therefore review the applicable terms and policies, including privacy and data gathering practices, before using or interacting with them.
 - b. Although the Program offers Rebates based on Conditions associated with professional sports leagues and teams, including the NBA, NFL, MLB, NHL and others (the "Leagues and Teams"), neither Retailer nor the Program is affiliated with, or sponsored or endorsed by, any of them. Retailer's use of professional sports league and team names is solely for the purpose of identifying the Condition triggering a Rebate.
 - c. By participating in any Program, you agree to comply with all Social Media Companies' terms and policies, and you hereby release and discharge, and you will indemnify and hold harmless, the Social Media Companies and the Leagues and Teams, and their respective affiliates, employees, officers, directors, and representatives from any claims, losses, and damages arising out of or relating to the Program.
6. **Privacy.** By participating in a Program, you recognize and agree that the information provided by you will be (a) made available to Retailer, and use of such information by Retailer and CCI will be governed by the Privacy Policy found at <https://cheerscash.com/privacy-policy.pdf>. You agree that personal information shared in connection with a Program: (i) may be processed, shared, and otherwise used for the purposes and within the context of any Retailer Conditional Rebate Program and (ii) if you consent, may be used by Retailer for purposes of sending marketing information generally. Personal information may also be used by Retailer to verify your identity, age, address, or to otherwise verify eligibility to participate in the Program.
7. **Termination of the Program; Changes to Terms.** Retailer may terminate, suspend, or modify these Terms or a Program (or any portion thereof) at any time in any manner with prior notice, for any reason whatsoever. Without limiting the foregoing, if for any reason Program is not capable of running as originally planned, including should any virus, worm, bug, technical failures, unauthorized human intervention, or other causes corrupt or affect the administration, security, fairness, or proper conduct of the Program, Retailer may terminate the Program.
8. **Release; Disclaimer.** Retailer, its service providers and promotional partners (including CCI), the Social Media Companies, the Leagues and Teams, and their respective affiliates and subsidiaries, and the directors, officers, employees, representatives, and agents of all such entities (collectively, the "Released Parties") do not assume any liability for and may not be held liable

for, and you hereby release and discharge, and will indemnify and hold them harmless from, any and all liability, losses, damages, rights, claims, and actions of any kind arising out of or relating to (i) the Program; (ii) any Faulty Entries or Violating Entries; (iv) any Transmission Failure, including any injury or damage to your or any other person's computer related to or resulting from downloading any material connected to the Program, all of which may affect a person's ability to participate in the Program; (v) any errors, omissions, or incorrect or inaccurate information in any Program-related materials; or (vi) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party, including third-party computer "hackers" or otherwise. RETAILER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROGRAM. This section shall apply to the extent permitted by law.

9. **Limitation of Liability.** Without limiting the foregoing or any other provision herein, the Released Parties' total liability for any and all claims, judgments, losses, costs, damages and awards against the Released Parties shall not exceed the total Purchase Price for the Eligible Purchase. In no event shall the Released Parties be liable for any attorneys' fees, punitive, indirect, incidental, special, and consequential damages. This section shall apply to the extent permitted by law.

10. **Taxes.** You will be solely responsible for any and all taxes or other assessments associated with receipt and use of the Rebate.

11. **Force Majeure.** Retailer will not be liable for failure or delay in the Program because of causes beyond its reasonable control, including acts of God, terrorism, war, riots, fire, earthquake, flood, pandemic, or degradation or failure of third party networks or communications infrastructure.

12. **Choice of Law;** Equitable Relief. The Program is void wherever prohibited or restricted by applicable law and is subject to all applicable laws. The Program and these Terms will be governed by and construed in accordance with the laws of New York. Notwithstanding anything to the contrary herein, you acknowledge and agree that a breach by you of these Official Rules would cause Retailer irreparable harm for which monetary damages would not be an adequate remedy, and in the event of such breach or threatened breach, Retailer will be entitled to injunctive or equitable relief.

13. **Agreement to Arbitrate.**

ARBITRATION AGREEMENT: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

- a. This Section 13 is referred to in these Terms as the "Arbitration Agreement." You agree that any and all disputes or claims that may arise between you and the Released Parties in connection with the Program shall be resolved exclusively through final and binding

arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement. You agree that, by entering into these Terms and Conditions, you and Retailer are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

- b. YOU AND RETAILER AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND RETAILER AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).
- c. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Retailer and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Retailer may commence an arbitration proceeding.
- d. Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.
- e. Unless Retailer and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, Retailer agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.
- f. Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, Retailer will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your

portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, Retailer will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Retailer will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Finally, if the value of the relief sought is \$75,000 or less, Retailer will pay reasonable attorneys' fees should you prevail. Retailer will not seek attorneys' fees from you. But, if you initiate an arbitration in which you seek more than \$75,000 in relief, the payment of attorneys' fees will be governed by the AAA Rules.

- g. All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.
14. **Severability.** The provisions of these rules are deemed by the parties to be severable and the invalidity or unenforceability or any one or more of the provisions will not affect the validity or enforceability of any other provision, and all other provisions shall remain in full force and effect. If any one or more of the provisions of these rules is held to be excessively broad or invalid, illegal, or unenforceable, it shall be reformed and construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by applicable law in conformance with its original intent.