

LITTLE DOG COFFEE CO., LLC
FALL 2019 AIRFARE GIVEAWAY PROMOTION
OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1) **SPONSOR and ADMINISTRATOR:** Little Dog Coffee Co., LLC
- 2) **ELIGIBILITY:** The fall 2019 Airfare Promotion Giveaway Promotion (the “Promotion”) is open only to legal residents of the fifty (50) United States and District of Columbia who are eighteen (18) years of age or older and are members of Sponsor’s Rewards Program or have entered using the optional paper method. Entrants who are not members of Sponsor’s Rewards Program may join at no cost by visiting the Sponsor’s retail facility during normal operating hours and requesting to be entered into the program.

Employees and agents of Little Dog Coffee Co., LLC are not eligible to participate in the Promotion. The Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Communication by entrant to Sponsor of entrant’s willingness to accept the prize constitutes entrant’s full and unconditional agreement to these official rules and Sponsor and Administrator’s decisions, which are final and binding in all matters related to the Promotion. Awarding the prize is contingent upon fulfilling all requirements set forth herein.

- 3) **TIMING:** The Promotion begins on September 18, 2019 at 12:01 am Pacific Time and ends on December 1, 2019 at 11:59 pm Pacific Time (the Promotion Period). Sponsor’s computer is the official time keeping device for the Promotion.
- 4) **HOW TO ENTER:** During the Promotion Period visit Little Dog Coffee Co., LLC’s retail location and complete the registration process for the Sponsor’s Rewards Program. You will automatically receive one (1) entry into the Promotion for registering. **LIMIT:** You may receive a maximum of one (1) entry into the promotion for registering with the Rewards Program. Thereafter you will receive additional entries when you use your membership card as noted below:

Additional methods to enter the Promotion:

- a) A purchase for any dollar amount will enter you one (1) additional time. **LIMIT:** one entry per customer per visit. There is no limit how many times a customer can visit per day. There is no limit how many customers per vehicle. Multiple customers may share a Rewards Program card to make multiple purchases and receive multiple entries if they choose but only the Rewards Program member will receive the entries. There is no limit how many times a customer can visit during the Promotion Period. Existing

Reward Program members are not required to re-register and are automatically entered when using their cards.

OR

- b) Earn additional Entries **WITHOUT PURCHASE** or Rewards Program registration by printing a No Purchase Entry Form from our website or hand writing the form with identical information in a similar format on an 8½ x 11 piece of paper and hand delivering said Entry Form in an envelope to Little Dog Coffee Co., LLC, 2438 East Bakerview Rd., Bellingham WA 98226. Each No Purchase Entry Form must be completed by hand and may not be mechanically reproduced. **LIMIT:** You may not submit more than one (1) No Purchase Entry Form per day and not more than Ten (10) during the entire Promotion Period.
- 5) **DRAWING:** On or about December 1, 2019 the Administrator will cause to be drawn at random, with the aid of Sponsor's Computer, from all eligible entries, a single potential winner. Said winner will be notified by the Administrator of their potential winning by email, or in the absence of email, by telephone that they have been selected as a potential winner on or before December 7, 2019. The potential winner will be required to respond to Sponsor and provide any requested information and documentation within Five (5) business days of the date of notice or attempted notice is sent, in order to claim the prize. The potential winner (or parent or legal guardian if winner is a minor in his/her state of residence) will also be required to sign a Declaration of Compliance and Acceptance of Official Rules, and Publicity and Liability Releases (except where the signing of any such documents is prohibited by law) within the Five (5) day period noted above in order to claim the prize. A potential winner is not required to accept the prize or participate further in the Promotion. If a potential winner cannot be contacted or fails to respond or to provide the Declaration of Compliance and Acceptance of Official Rules, Liability and Publicity releases or any other requested information within the time period, potential winner is disqualified and forfeits the prize. Receiving the prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsor will award the prize to an alternate winner by the same random drawing process from all remaining eligible entries. Only Three (3) alternate drawings will be held, after which the prize will remain un-awarded. The prize will be fulfilled approximately Five (5) business days after winner confirmation.
- 6) **PRIZE:** One (1) prize consisting of One Thousand Five Hundred & 00/100 dollars worth of Alaska Airlines™ gift certificates to be awarded by way of Three (3) certificates valued at Five Hundred Dollars (\$500) each OR at the sole option of the Sponsor a substitute prize of 80,000 Alaska Airlines™ miles will be awarded. Approximate Cash Value of either option is One Thousand Five Hundred Dollars (\$1,500). If miles are awarded, winner must have or establish an Alaska Airlines Mileage Plan™ account into which the miles will be credited. The credited miles

may thereafter be redeemed in accordance with Alaska Airlines Mileage Plan™ Terms and Conditions which can be found at:

<https://www.alaskaair.com/content/mileage-plans/terms-and-conditions.aspx>.

Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and /or use. Odds of winning depend on the number of eligible entries received during the Promotion Period.

- 7) **RELEASE:** By receipt of the prize, winner agrees to release and hold harmless Sponsor (Little Dog Coffee Co., LLC), suppliers, distributors, prize supplier, company officers, LLC members, LLC manager, employees and agents (collectively the "released parties") from and against any claim or cause of action, including but not limited to, personal injury, death, or damage or loss of property, arising out of participation in the Promotion or receipt or use of misuse of any prize.
- 8) **PUBLICITY PERMISSION:** Receipt of the prize constitutes winner's consent to Sponsor's and its assign's, use of winner's name, likeness, photograph, voice opinions and hometown and state for promotional purposes in any media, worldwide, without further payment or consideration. Except where prohibited by law.
- 9) **GENREAL PROVISIONS:** Sponsor reserves the right to cancel, suspend and / or modify the Promotion, or any part of it, if any fraud, technical failures or any other factors beyond Sponsor's reasonable control impairs the integrity or proper function of the Promotion, as determined by the Sponsor in its sole discretion. Sponsor reserves the right, in it's sole discretion, to disqualify any individual it finds to be tampering with the Promotion's process, including entries, or by acting in violation of the Official Rules, or acting in an unsportsmanlike or disruptive manner, Any attempt by any person or entity to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and / or civil law and should an attempt be made Sponsor reserves the right to seek damages from such party to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 10) **TAXES:** The Approximate Cash Value of the prize as stated above is determined by the Sponsor from publicly sourced information available at the commencement of the Promotion. The value of the prize will be taxable to the winner as income. The Sponsor will issue winner an IRS Form 1099-MISC for the value of the prize. All federal, state and local taxes and expenses and fees are the sole responsibility of the winner. Winner is responsible for reporting and paying any and all applicable taxes.
- 11) **LIABILITY LIMITATIONS:** The Released Parties are not responsible to the winner, or any other party, for: (1) any incorrect or inaccurate information, whether

caused by data entry, printing errors, social media errors, entrants, or by any equipment, programming, or software associated with or utilized in association with the Promotion; (2) technical failures of any kind including but not limited to malfunctions, interruptions, or disconnections in internet service, phone lines, point of sale equipment, service or subscription or networks hardware or software; (3) unauthorized human manipulation or interaction in any part of the Promotion, entry process of drawing; (4) technical or human error which may occur in the administration of the Promotion or the processing of the entries; (5) late, lost, undeliverable, damaged or stolen mail; (6) acts of God; (7) any injury or damage to persons or property which may be caused directly or indirectly, in whole or in part, from entrants' participation in the promotion, or receipt or use or misuse of the prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, destroyed or corrupted, entrant's sole remedy is another entry in the Promotion, if it is possible. If the promotion is discontinued for any reason, Sponsor may, in its sole discretion, hold a random drawing for the prize, from all of the eligible entries received up to the date of discontinuance.

12) **DISPUTES:** Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with the Promotion or any prize awarded shall be resolved by a court of appropriate jurisdiction in Whatcom County, State of Washington; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion but in no event attorney's fees; (iii) unless prohibited by law, under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-o-pocket expenses, and any an all rights to have said damages multiplied of otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights or obligations of the Sponsor and entrant in connection with the Promotion, shall be governed by, and construed in accordance with the laws of the State of Washington, without giving effect to any choice of law or conflict of law rules (whether of the State of Washington or any other jurisdiction), which would cause the application of the laws of any jurisdiction other then she Sate of Washington.

13) **PERSONAL INFORMATION AND DOCUMENTATION:** It is the winner's sole responsibility and expense to obtain in a timely manner all applicable identification and documentation as may be required by all governmental agencies having jurisdiction over air travel and by the airline on which the winner is traveling. Winner is subject to the collection and use of personal information as outlined in those respective agency's and airlines' privacy policies.