OFFICIAL GUIDELINES & RULES

SPELL IT IN CAPS

HERE’S HOW TO WIN:

1. Collect Virgil’s bottle caps with a letter stamped under the cap and use them to spell any word that is 4+ letters.

2. Send your caps to Reeds, Inc. 201 Merritt 7, Norwalk CT 06851 to redeem.

3. Please include your name, mailing & email address, preference of Virgil’s baseball cap or t-shirt, t-shirt size, and $5.00 cash or check (for shipping) made out to Reed’s, Inc.

4. Upon verification, we’ll mail your gear and email your shipment confirmation!
1. PROMOTION PERIOD

The “Spell it in Caps” promotion (the “Promotion”) period begins January 1, 2019 at 12:00:01 p.m. ET and ends 12/31/19. However, Sponsor (defined below) may terminate this Promotion or extend it at any time. By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Official Guidelines and the decisions of Reed’s, Inc., Norwalk, Connecticut (“Sponsor”), whose decisions shall be final and binding and non-appealable in all respects.

2. TO WIN

Collect Virgil’s bottle caps with a letter stamped under the cap and use them to spell any word longer than 3 letters. Send your caps to Reeds, Inc. 201 Merritt 7, Norwalk CT 06851 to redeem. Please include your name, mailing & email address, shirt size, and $5.00 cash or check made out to Reed’s, Inc. Sponsor will then mail your prize consisting of a Virgil’s t-shirt or branded hat!

3. MERCHANDISE AVAILABILITY

At its sole discretion, Sponsor reserves the right (without obligation) to substitute Virgil’s gear of greater or equal value in the event supplies of Virgil’s t-shirts are exhausted. The total number of prizes to be awarded is estimated at 200 and is limited to a total of 200. No exchanges, returns or refunds on prizes are permitted for any reason.

4. SHIPMENT OF PRIZES

In most cases, allow up to 8 weeks from receipt of order for shipment of prize via postal mail. All prizes will ship to the postal address that you specify in writing when you mail in your bottle caps. No P.O. boxes allowed. Prizes will only be delivered to addresses within the United States. No responsibility is assumed by Sponsor for any postal mail or other deliveries returned as undeliverable without a forwarding address. No responsibility is assumed by Sponsor for any prize after it has been shipped.

5. ELIGIBILITY

The Promotion is open only to legal residents of one of the fifty (50) United States or the District of Columbia who are eighteen (18) years of age (19 in AL or NE) or older at the time of entry. Officers, directors and employees of Reed’s Inc, its bottlers, prize suppliers, each of their respective parent, subsidiary and affiliated companies, distributors, advertising, promotional and judging agencies, persons engaged in the development, production or distribution of materials for this Promotion (collectively, the “Promotion Parties”) and the immediate family members (parent, child, sibling, and spouse of each) of and/or persons living in the same household as such individuals (whether related or not) are not eligible to participate. No groups, clubs, newsletters or organizations can participate in this Promotion on behalf of the group, club or organization.

NO PURCHASE NECESSARY TO REDEEM BOTTLECcaps FOR PRIZES IN THIS PROMOTION. VOID WHERE PROHIBITED.
6. WHERE TO FIND BOTTLECAPS

Look for specially-marked packages of Virgil’s bottled products, collect bottlecaps from friends. Bottlecaps may not be sold, bartered, auctioned (including through Internet auction sites). Promotion materials are null and void and will be rejected if not obtained through authorized, legitimate channels. Total number of Bottlecaps anticipated to be distributed by Sponsor throughout the Promotion Period is approximately 47,043,576 based upon an estimated number of Bottlecaps produced at the time of printing of these Official Guidelines; actual number may vary.

7. VERIFICATION

Each Bottlecap can be used only once. Only the Bottlecap on specially-marked Virgil’s products bottle cap/game pieces will be valid; no other bottle caps from any other products, promotions or any other part of a participating package are valid. If any part of a Bottlecap is counterfeited, or if the Bottlecap comes from other games or promotions, or if any part is illegible, mutilated, altered or tampered with in any way, or if it contains or reflects printing, typographical, mechanical or other errors, the Bottlecap, as applicable, will be rejected and will be deemed void and invalid. Sponsor’s sole liability with respect to a defective Bottlecap shall be a replacement with one Bottlecap while supplies last. Each participant acknowledges and agrees that the decisions of Sponsor shall be final, binding and conclusive in all matters relating to the Promotion, including without limitation determinations regarding the validity of Bottlecaps and other materials submitted for verification.

8. GENERAL CONDITIONS ON PRIZES

T-shirts and gear obtained through this Promotion are not returnable, refundable, transferable or exchangeable. No substitutions of any kind (unless at Sponsor’s sole discretion) are offered or permitted with respect to any such prize.

9. MODIFICATION

In no event will Sponsor be obligated to award more prizes than the number of rewards stated in these Official Guidelines. If for any reason Sponsor determines in its sole discretion that the Promotion is no longer capable of running as intended by these Official Guidelines for any reason whatsoever, Sponsor, at its sole discretion, reserves the right to cancel, terminate, suspend, postpone, delay or modify the Promotion in whole or in part, including without limitation, any means of entry, at any time if any aspect of the Promotion is not capable of running as planned or as intended by these Official Guidelines and Rules for any reason whatsoever, including but not limited to, any occurrences which may corrupt or impair the integrity, security, fairness or proper conduct of the Promotion, as determined by Sponsor in its sole discretion.
10. CONDUCT

By participating in this Promotion, each registrant and each participant in the Promotion hereby agrees to be bound by each of these Official Guidelines and Rules and the decisions of the Sponsor which shall be final and binding and non-appealable in all respects. Failure by any registrant or participant in the Promotion to comply with these Official Guidelines may result in disqualification. Sponsor reserves the right at its sole discretion to (a) disqualify any individual from participating in any aspect of Promotion, and/or (b) to cancel, suspend or block any account registered by such person if Sponsor and/or its Administrators deems or suspects that such person has engaged in or has attempted to engage in any of the following: (i) acting in violation of these Official Guidelines or Rules; or (ii) damaging, tampering with or corrupting the operation of the Promotion; or (iii) acting with intent to annoy, harass or abuse any other person; or (iv); repeated attempts to redeem void Bottlecaps, as determined by Sponsor; or (v) any unsportsmanlike, inappropriate, uncooperative, disruptive, fraudulent, potentially fraudulent, or unusual behavior or activity; or (vi) any activity deemed in the sole discretion of Sponsor and its Administrators to be generally inconsistent with the intended operation of the Promotion.

11. RELEASES

All entrants, as a condition of participation in this Promotion, agree to release Sponsor and Promotion Parties from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with: (a) accessing the Website, (b) submitting an entry or otherwise participating in any aspect of the Promotion, (c) any prize, or (d) any typographical or other error in these Official Guidelines and Rules. Sponsor makes no representations or warranties of any kind concerning the appearance, safety or performance of any prize, except for any express manufacturer’s warranty as may be included with the prize. Each Participant bears all risk of loss or damage to his/her respective prize after it has been delivered.
12. DISPUTES

This Promotion is governed by the laws of the United States and the State of Connecticut, without respect to conflict of law doctrines. As a condition of participating in this Promotion, (1) you agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with this Promotion, shall be resolved individually, without resort to any form of class action, exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA office in Connecticut, (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Further, in any such dispute, under no circumstances will participants be permitted to obtain awards for, and all participants hereby waive all rights to claim, punitive, exemplary, special, indirect, incidental or consequential damages, including attorneys’ fees, other than entrant’s actual out-of-pocket expenses (e.g. costs associated with entering), and all participants hereby further waive all rights to have damages multiplied or increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS REGARDING THESE LIMITATIONS. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Guidelines, or the rights and obligations of the registrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Connecticut, without giving effect to any choice of law or conflict of law rules (whether of the State of Connecticut or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Connecticut.

13. DISPUTES CONTINUED

Further, in any such dispute, under no circumstances will participants be permitted to obtain awards for, and all participants hereby waive all rights to claim, punitive, exemplary, special, indirect, incidental or consequential damages, including attorneys’ fees, other than entrant’s actual out-of-pocket expenses (e.g. costs associated with entering), and all participants hereby further waive all rights to have damages multiplied or increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS REGARDING THESE LIMITATIONS. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Guidelines, or the rights and obligations of the registrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Connecticut, without giving effect to any choice of law or conflict of law rules (whether of the State of Connecticut or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Connecticut.

14. SPONSOR

This Promotion is sponsored by Reeds, Inc. 201 Merritt 7, Norwalk CT 06851. Phone: 800-99-REEDS.