

## **RULES AND REGULATIONS**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT. THIS GIVEAWAY IS INTENDED FOR PLAY IN PUERTO RICO ONLY AND WILL BE GOVERNED BY PUERTO RICO LAW. YOU MAY NOT ENTER IF YOU ARE NOT ELIGIBLE AND NOT LOCATED IN PUERTO AT THE TIME OF ENTRY. BY PARTICIPATING, YOU AGREE TO THESE GENERAL RULES AND THE TERMS FOR THE SPECIFIC GIVEAWAY YOU ARE ENTERING.

The following contains the official rules, terms, and conditions for the AMANDA SERRANO FIGHT Giveaway (the “Official Rules”), and, along with \_\_\_\_\_ Terms and Conditions and Privacy Policy, governs the relationship between you, as a Giveaway participant (“You,” or “Your”), Celsius Holdings, located at 2424 N. Federal Highway, Suite 208 Boca Raton, FL 33431 and Fusion Consulting Group, located at 1353 Ave. Luis Vigoreaux #574 Guaynabo, PR 00966 (“Celsius”, “Fusion Consulting Group or “Sponsors”) as the sponsors and administrators of the Giveaway.

The AMANDA SERRANO FIGHT Giveaway (“Giveaway”) is open to legal residents of Puerto Rico who are eighteen (18) years of age or older at the time of entry. Employees, officers and directors of Celsius, Fusion Consulting, or each of their respective parent companies, subsidiaries, affiliates, governors, related entities, partners, partnerships, principals, licensees, sponsors, and advertising/promotion agencies and all of its respective officers, directors, employees, agents, representatives, successors and assigns (collectively, “Released Parties”), and the immediate family members (parent, spouse, sibling, or child, and their respective spouses, regardless of where they reside) and those living in the same household of each (whether or not related) are not eligible to participate or win.

Promotion Period: Giveaway begins at 12:01:01 AM Eastern Standard Time (“EST”) on February 21, 2024, and ends at 11:59:59 PM EST on March 2 2024 (“Promotion Period”).

Prize winners will be announced on or before March 5, 2024. For the purposes of this Giveaway, a day is defined as the twenty-four (24)-hour period beginning at 12:00:01AM ET and ending at 11:59:59PM ET.

During the Promotion Period, 12 prize(s) will be awarded.

How To Enter: There are multiple ways to enter the Giveaway. You may enter by:

1. Access our social networks: Celsius Puerto Rico
2. Find our Home | Fusion Distribution Group ([Home | Fusion Distribution Group](#))
3. Click on the participate button
4. Fill out your information. The winners were announced on our social networks together with the La-X radio station.

Visit this link to read all the contest rules: Home | Fusion Distribution Group ([Home | Fusion Distribution Group](#))

By entering this Giveaway, you give your express permission to be contacted by Fusion Consulting by telephone, e-mail and/or postal mail for Giveaway administration purposes. Released Parties are not responsible for lost, incomplete, late, delayed, inaccurate, illegible, misdirected, stolen, undelivered or garbled entries, mail, or email; failures or malfunctions of phones, phone lines or telephone systems; lost entries, or transmissions; any error, omission, interruption, defect or delay in transmission, or communication; interrupted or unavailable network, server, Internet Service Provider (ISP), cable, satellite or other connections including those through and/or by any website; miscommunications, failed computer hardware or software or technical failures; non-delivery; misdirected, blocked, or delayed e-mail notifications; garbled, misrouted, jumbled, scrambled, delayed or misdirected transmissions; printing, typographical or other errors appearing within these Official Rules, in any Giveaway-related advertisements or other materials; or other errors or problems of any kind whether mechanical, human, telephone, electronic, mail or otherwise

relating to or in connection with the Giveaway, or downloading of materials from or use of the website, including, without limitation, the cancellation or postponement of any game, errors or problems which may occur in connection with the administration of the Giveaway, the processing of entries, or email or the announcement of the Prizes. Celsius, or Fusion Consulting, as applicable, reserve the right, in their sole discretion, to void any and all entries of that Fusion Consulting, LLC, or Celsius, as applicable, believe has attempted to tamper with, corrupt, or impair the administration, security, fairness or proper play of this Giveaway or who is otherwise not in compliance with these Official Rules. The use of automated entry, computer generated facsimiles, mechanically reproduced, automated, mass entries and entries by any means to participate or subvert the entry process is prohibited and all entries through such devices are void. Entries become property of Fusion and will not be acknowledged or returned. In the event of a dispute as to Your identity, such entry will be deemed as the person named on the applicable entry form.

Participants entering this Promotion via text message may incur a standard text message and/or data charge from their wireless service provider. Participants are solely responsible for any such wireless charges.

By entering the Giveaway, you are consenting to Fusion SMS/text messaging service. You agree to receive recurring SMS/text messages from and on behalf of Celsius Puerto Rico through your wireless provider to the mobile number you provided, even if your mobile number is registered on any state or federal Do Not Call list. Text messages may be sent using an automatic telephone dialing system or other technology. Service-related messages may include updates, alerts, and information (e.g., order updates, account alerts, etc.). Promotional messages may include promotions, specials, and other marketing offers (e.g., cart reminders).

You understand that you do not have to sign up for this program in order to make any purchases, and your consent is not a condition of any purchase with Fusion Consulting or any retailer. Your participation in this program is completely voluntary.

We do not charge for the Service, but you are responsible for all charges and fees associated with text messaging imposed by your wireless provider.

Message frequency varies. Message and data rates may apply. Check your mobile plan and contact your wireless provider for details. You are solely responsible for all charges related to SMS/text messages, including charges from your wireless provider.

The wireless carriers supported by the Service are not liable for delayed or undelivered messages. You agree to provide us with a valid mobile number. If you get a new mobile number, you will need to sign up for the program with your new number.

To the extent permitted by applicable law, you agree that we will not be liable for failed, delayed, or misdirected delivery of any information sent through the Service, any errors in such information, and/or any action you may or may not take in reliance on the information or Service.

If you have opted in, the Service promotions, specials, and other marketing efforts (i.e. cart reminders) from Fusion via text messages through your wireless provider to the mobile number you provided. We respect your right to privacy.

**Winner Selection:** All entries will be assigned a number and uploaded to a web-based random number generator that will output randomly chosen (numbers) winners for each prize.

**Prize Details:** The chosen winners will win the following prize:

- One boxing glove signed by Amanda Serrano and other boxers participating in the Amanda Serrano fight March 2, 2024
- One Celsius product case (12 cans)

Prize winners will be notified via phone call and will then have to confirm acceptance of the Prize. Failure to respond within twenty-four hours after radio station or Fusion Consulting first notifies You of Your successful entry will result in forfeiture of the Prize and said Prize will be awarded to another entrant. Please note that Celsius, radio station or Fusion Consulting

is not responsible for improper input of an email address, phone number, or mailing address. No substitutions by a Prize winner are allowed.

If necessary, due to unavailability of a Prize for any reason, a prize of equal or greater value may be awarded at the sole discretion of Celsius and Fusion Consulting. Prize winners are responsible for all taxes and fees associated with Prize receipt and/or use. Awarding of Prize is subject to the Prize winner's acceptance of all requisite conditions within these Official Rules, the relevant statutes/regulations (including taxes) and Prize winner's ability and agreement to grant the rights set forth in these Official Rules.

**Costs and Usage Rights:** As stated above, each Prize winner is responsible for all taxes as well as any other costs or expenses associated with prize acceptance and use not specified herein as being provided, including, but not limited to, any/all transportation. By participating, you agree to be bound by these Official Rules and agree that Celsius and Fusion Consulting, and each of their respective designees shall have the right and permission to use (unless prohibited by law) entrant's name, address (city and state/territory/province of residence), photograph, voice and/or other likeness and prize information for advertising, promotional and/or trade and/or any other purpose in any and all media or format now known or hereafter devised, throughout the world, in perpetuity, without limitation and without further compensation or consideration, permission or notification to entrants or any third parties.

**Warranty Disclaimers and Limit of Liability:** Released Parties make no warranty or representation of any kind concerning any Prize (or any portion thereof) and disclaim any implied warranty. Additionally, to the maximum extent permitted by law, Released Parties, and each of their respective designees and assigns, shall have no liability and will be held harmless for any liability, loss, injury or damage, including, without limitation, personal injury, death or damages of any kind to personal or real property, to entrant or any other person or entity due in whole or in part, directly or indirectly, by reason of participation in this Giveaway and/or the acceptance, possession, use or misuse of any Prize (or any portion thereof) and/or any travel or activity related thereto (including attendance at the respective event).

## Celsius and Fusion Consulting Termination Rights:

Celsius or Fusion Consulting reserve the right, in their sole discretion, to modify, terminate or suspend this Giveaway (or any portion thereof) for any reason including in the event viruses, worms, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness or proper play of the Giveaway (or any portion thereof) or for any other reason and, in the event of termination at its discretion, select a winner for the Drawing at issue from those eligible, non-suspect entries received for the Drawing at issue prior to the event requiring such termination.

Celsius or Fusion Consulting will not be liable for any failure or delay in awarding the prize that is due to any of the following causes (which causes are hereinafter referred to as “Force Majeure”), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire or explosion. The Parties hereby acknowledge that while current events related to the COVID-19 pandemic are known, future impacts of the outbreak are unforeseeable and shall be considered a Force Majeure Event to the extent that they result in failure or delay in awarding the prize.

**Odds of Winning:** The odds of winning depend on the number of eligible entries received during the Promotion Period.

**Arbitration:** Except where prohibited by law, as a condition of participating in this Giveaway, You agree that: 1) any and all disputes and causes of action arising out of or connected with this Giveaway, or prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest You; 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. Under no circumstances will You be permitted to obtain awards for, and You hereby waive all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys’ fees, other than Your

actual out-of-pocket expenses (i.e., costs associated with participating in this Giveaway), and You further waive all rights to have damages multiplied or increased.

Choice of Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of You and Celsius or Fusion Consulting in connection with the Giveaway, shall be governed by, and construed in accordance with, the substantive laws of the Commonwealth of Puerto Rico.

Any attempt to deliberately damage any website associated with this giveaway in any way, or undermine the content or legitimate operation of this giveaway, may be a violation of criminal and civil laws and should such an attempt be made come attempt be made come Fusion Consulting and/or their respective agents will disqualify any entrant responsible for the attempt and reserve the right to seek any and all remedies available from any such person or persons responsible for the attempt to the fullest extent permissible by law.

Giveaway is in no way sponsored, endorsed, or administered by, or associated with, Facebook, Inc., Apple, Inc., Alphabet, Inc, MVP Promotions, nor Amanda Serrano. Any trademarks, service marks, and copyrights associated with Celsius are proprietary to Celsius. All rights reserved.

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