

SAVE the SNOWFLAKES



SNOW BEVERAGES, INC. "Snowflakes" CONTEST OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN

1. Eligibility: The Snow Beverages, Inc. "Snowflakes" Contest ("Contest") is open only to children currently enrolled in an elementary school class (kindergarten through fifth grade.) ("Entrant") Employees, officers, directors and representatives of Snow Beverages, Inc. (the "Sponsor") and their subsidiaries, affiliates, divisions, their advertising and promotion agencies and immediate family members (spouse and parents, siblings and children and their respective spouses) and persons living in the same households of each of the above are ineligible. All pertinent federal, state and local laws apply. The official entry form ("Snowflake") is available www.snowbeverages.com/educational.

2. State of Maine Ineligible. Residents of the state of Maine are not eligible to participate in this contest and should not submit entries. They will not be considered.

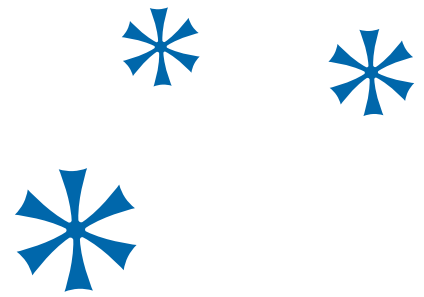
3. How to enter: No purchase necessary to enter. A purchase will not improve your chances of winning. The Contest entry period begins at 12:01 AM Eastern Time ("E.T.") on November 1, 2009 and ends at 6:00 PM E.T. on January 31, 2010. Sponsor's clock shall be the official timekeeper for this Contest. To enter, the parent or legal guardian of the Entrant may (1) send a completed Snowflake via first class prepaid mail to Snowflakes c/o Snow Beverages, Inc., 928 Broadway, Suite 504, New York, NY 10010; (2) fax a completed Snowflake to 646-219-7559; or (3) email a completed Snowflake to snowflakes@snowbeverages.com. All entries must be received by 6:00 PM E.T. on January 31st, 2010 to qualify for a prize. Limit one entry per Entrant, regardless of method of entry. Entry void where prohibited by law.

Entries that are late, illegible, incomplete, damaged, destroyed, delayed, lost, tampered with, incomprehensible, forged, mutilated, misdirected, inaccurate, unintelligible or otherwise not in compliance with these Official Rules will be deemed disqualified. All entries become the property of Sponsor and will not be acknowledged or returned to Entrant. All requested information on the Snowflake must be completed in the English language in order to be eligible. Proof of entering information on a Snowflake or of mailing or faxing such form is not considered proof of delivery to or receipt by Sponsor of such entry.

3. Parent or Legal Guardian is Actual Entrant and Consents to participation by Their respective Child. It is the Parent or legal Guardian of each child who is actually entering the contest on behalf of their child. By submitting their child's snowflake submission each parent thereby consents to their child's participation and entry.

4. Prizes: ONE Grand Prize Winner will receive a \$250 "green party" for his or her classroom and will also receive a \$1000 donation in his or her name to a non-profit organization (of the Sponsor's choosing) fighting global warming.

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All costs and expenses not expressly provided for in these Official Rules shall be the sole responsibility of each entrant and/or winner. No transfer, substitution or cash equivalent of the prizes are permitted. Sponsor may substitute a prize of equal or greater retail value if a prize is unavailable or cannot be awarded for any reason. The value of the prize set forth above represents Sponsor's good faith determination of the Actual Retail Value thereof, and is final and binding and may not be appealed.

5. Selection of Winner: On or about January and February of 2010, submissions will be posted on the company's website at www.snowbeverages.com. TEN (10) submissions will be chosen by the company by RANDOM SELECTION, at the discretion of the company, which will become the finalists from which one grand prize winner will ultimately be chosen. Sponsor shall have no liability for any finalist or winner notification that is lost, intercepted or not received by a potential winner for any reason. In Sponsor's sole discretion, a panel of judges will be assembled who will then judge the ten finalist submissions and choose a winner no later than March 1, 2010. A potential winner may be disqualified and required to forfeit a prize, and an alternate winner may be selected in accordance with these Official Rules from among the remaining eligible entries, if potential winner (i) is unreachable at time of winner notification; (ii) declines or cannot accept, receive or use the prize for any reason; or (iii) does not comply with these Official Rules. Sponsor is not obligated to leave a message of any kind, whether voice mail, answering machine or by other means, at time of winner notification. Selected winners will be sent (via facsimile, email or otherwise at the discretion of Sponsor) an affidavit of eligibility together with liability/publicity release for selected winner ("Affidavit and Release"). The Contest winner's parent or legal guardian must complete and return to Sponsor (via facsimile or other means as requested by Sponsor) the Affidavit and Release and be received by Sponsor BEFORE the prize can be redeemed. Affidavit and Release must be received NO LATER than noon on March 15, 2010, the failure of which may be deemed a forfeiture resulting in the selection of an alternate winner from among the remaining eligible Entrants and in accordance with these Official Rules. The parent or legal guardian of a Potential winner may be required to provide his/her US Social Security number for tax purposes as well as a valid government issued photo identification card. Sponsor reserves the right to modify the notification procedures in connection with the selection of alternate winners, if any.

6. General Conditions: By participating in this Contest, Entrants agree to be bound by these Official Rules and the decisions of the judges, which are final and binding in all respects and cannot be appealed. By entering, each Entrant agrees and acknowledges that Sponsor and each of their respective parent companies, affiliates, divisions, subsidiaries; attorneys and advertising and promotions agencies and each of their respective employees, officers, shareholders, directors, representatives, and agents (collectively, "Releasees") are not responsible for and shall not be liable for: (i) late, lost, delayed, misdirected, postage due, mutilated, incomplete, unreadable, inaccurate, garbled or unintelligible entries; (ii) telephone system, facsimile, technical or computer malfunctions, lost connections, disconnections or transmission or other errors of any kind whether mechanical, human, electronic or otherwise; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials;

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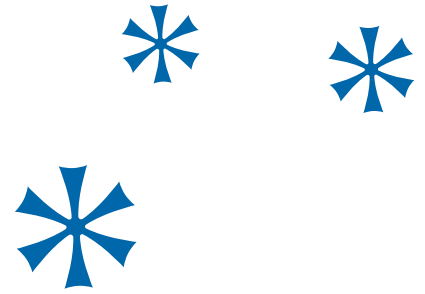


(iv) any injuries, losses, costs, expenses or damages of any kind caused, in whole or part, directly or indirectly, by the prize or resulting from redemption, acceptance, possession, loss or use or misuse of any prize or from participating in the Contest or any Contest-related activity; or (v) any printing, typographical, administrative, human or technological errors in or involving any material associated with the Contest. Releasees have not made, and/or are not responsible for, any misrepresentation or guaranty, express or implied, in fact or in law, relative to the prizes. By accepting a prize, winner agrees that Releasees and any of their designees may, without any limitation or further compensation, notice, review or approval, use his or her name, voice, biographical data and/or likeness in any and all media now known or hereinafter devised, throughout the universe and in perpetuity, for the purpose of advertising and promoting the Contest, the product entitled "SNOW" or any other promotion, contest or contest sponsored by Sponsor, except where prohibited by law. Sponsor disclaims any liability for damage to any computer system from participating in, or accessing or downloading information in connection with the Contest. By entering the Contest, Entrants agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with the Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event will attorneys' fees be awarded or recoverable; and (3) under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby knowingly and expressly waives all rights to seek, punitive, incidental or consequential damages and/or any other damages, other than actual out-of-pocket expenses, and/or any and all rights to have damages multiplied or otherwise increased.

Sponsor: Snow Beverages, Inc., 928 Broadway, Suite 504, New York, NY 10010. Sponsor reserves the right, in its sole discretion, to modify, cancel or suspend this Contest (or any portion of the Contest) should an error or a virus, bug, computer problem or other cause or problem corrupt or inhibit the administration, security or proper operation of the Contest and, in such situation, to select the winners from the eligible, non-suspect entries received prior to the action taken or in such manner as deemed fair and appropriate by Sponsor. Sponsor may prohibit Entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines Entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair practices or intending to annoy, abuse, threaten or harass any other participants or Sponsor's representatives. The interpretation of these Official Rules shall be governed by the laws of the United States and the State of New York by and within the courts of that state.

7. Property of Snow Beverages. Permission to post submissions. By participating and submitting a "Snowflake" all Entrants agree to allow Sponsor to post their drawing on the company's website, without any compensation whatsoever. All submissions become the property of Snow Beverages and permission is therein granted to the Sponsor to use, publish, reproduce or otherwise refer to the verbiage or drawing created in any of the Snowflake submissions, including the finalists and winner. All rights, copyrights, etc. are thereby assigned to Snow Beverages, Inc.

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8. Release of Liability. Winner, by acceptance of a prize, agrees, at all times, to release, indemnify and hold harmless Sponsor and all other Releasees from and against any and all liability, claims or actions of any kind whatsoever for injuries, death, disability, attorneys' fees, costs of litigation and settlement as well as damages or losses to persons and property that may be sustained in connection with the receipt, ownership, redemption, use or misuse of a prize or while traveling to and/or from a location to obtain or use a prize.

Sponsor and all other Releasees shall not be liable to a winner or any other person for failure to supply the prize or any part thereof. Sponsor and all other Releasees are not liable for any acts of God, any action(s) or inaction(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s) or inaction(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Sponsor's sole control.

9. Winner List/Official Rules. The winning Snowflake will be posted on the Snow Beverages, Inc. website, at www.snowbeverages.com no later than April 1, 2010.

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