

THE FOLLOWING SWEEPSTAKES IS VOID OUTSIDE ARKANSAS, CALIFORNIA, ILLINOIS, IDAHO, INDIANA, IOWA, KANSAS, LOUISIANA, MAINE, MICHIGAN, MINNESOTA, MISSOURI, MONTANA, NEBRASKA, NORTH DAKOTA, OHIO, OKLAHOMA, OREGON, SOUTH DAKOTA, WYOMING AND WHEREVER PROHIBITED. DO NOT ENTER THIS SWEEPSTAKES IF YOU ARE NOT 21 OR OLDER AND A LEGAL RESIDENT OF AND CURRENTLY RESIDING IN OUTSIDE ARKANSAS, CALIFORNIA, ILLINOIS, IDAHO, INDIANA, IOWA, KANSAS, LOUISIANA, MAINE, MICHIGAN, MINNESOTA, MISSOURI, MONTANA, NEBRASKA, NORTH DAKOTA, OHIO, OKLAHOMA, OREGON, SOUTH DAKOTA, WYOMING SEE FURTHER ELIGIBILITY RESTRICTIONS BELOW. THIS SWEEPSTAKES WILL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE FEDERAL AND STATE LAW.

## HORNITOS HOLIDAY SWEEPSTAKES

### OFFICIAL RULES

**1. NO PURCHASE NECESSARY. Making a purchase will not improve your chances of winning.** Hornitos Holiday Sweepstakes ("Sweepstakes") sponsored by Jim Beam Brands Co. ("Sponsor") begins on November 2, 2020 and ends on December 31, 2020 ("Sweepstakes Period"). The computer clock of Sponsor's webmaster is the official timekeeping device of the Sweepstakes. You may enter the Sweepstakes by mail or SMS text as described in Rule 3, below. Individuals who participate in the Sweepstakes or submit an Entry are sometimes referred to herein as an "Entrant."

**2. Eligibility:** This Sweepstakes is open to legal residents of ARKANSAS, CALIFORNIA, ILLINOIS, IDAHO, INDIANA, IOWA, KANSAS, LOUISIANA, MAINE, MICHIGAN, MINNESOTA, MISSOURI, MONTANA, NEBRASKA, NORTH DAKOTA, OHIO, OKLAHOMA, OREGON, SOUTH DAKOTA, WYOMING who are 21 years of age or older at the time of entry. Employees, directors, officers and agents of Sponsor, their parent, affiliate, and subsidiary companies, their advertising and promotion agencies, any alcoholic beverage industry wholesalers, distributors, or licensed retailers, and members of their immediate families (defined for these purposes as spouse, biological, adoptive and step-parents, children, siblings, grandparents, grandchildren and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are NOT eligible to participate. This Sweepstakes is void outside ARKANSAS, CALIFORNIA, ILLINOIS, IDAHO, INDIANA, IOWA, KANSAS, LOUISIANA, MAINE, MICHIGAN, MINNESOTA, MISSOURI, MONTANA, NEBRASKA, NORTH DAKOTA, OHIO, OKLAHOMA, OREGON, SOUTH DAKOTA, WYOMING and where prohibited by law.

### 3. How to Enter:

**To Enter Online:** Beginning 12:00 p.m. Central Time ("CT") on November 2, 2020, access [www.hornitosholiday.com](http://www.hornitosholiday.com), complete all required information on the Sweepstakes entry page, and follow the on-screen instructions to submit your entry. Entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The "authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. All on-line entries must be received by 11:59 p.m. CT on December 31, 2020.

**To Enter by SMS Text:** Beginning 12:00:00 p.m. CT on November 2, 2020, use your cell phone to send "HORNITOS" to the SMS short code 25552 ("Short Code") (your "Text Entry" and, the Online Entries and Text Entries each an "Entry" and, collectively, the "Entries"). Upon Sponsor's receipt of the SMS text entry, Sponsor will send a SMS text message to the cell phone number used to submit the entry to verify Entrant's date of birth. Entrant must respond by sending Sponsor a SMS text message with Entrant's date of birth. Upon receipt by Sponsor of Entrant's date of birth confirming that Entrant is twenty-one (21) years of age or older and agrees to these Official Rules, Sponsor will send a SMS text message to the cell phone number used to submit the entry to verify Entrant's five (5) digit zip code of residence. Entrant must respond by sending Sponsor a SMS text message with Entrant's five (5) digit zip code. Upon receipt by Sponsor of Entrant's valid five (5) digit zip code of residence, a confirmation SMS text message will be sent to the cell phone number used to submit the Entry. At this point, your Text Entry will be deemed "completed". By entering the Sweepstakes, an Entrant consents to receive a minimum of five (5) automated text messages during the process of entering the Sweepstakes. However, receipt of a confirmation SMS text message does not mean that Entrant has been determined to meet the eligibility requirements of this Sweepstakes. Supported mobile service providers include: AT&T, Verizon Wireless, Sprint, T-Mobile, Alltel, Boost Mobile and Virgin Mobile. To opt-out/stop receiving text messages, text "STOP HORNITOS" to 25552. You may receive an automated text message confirming

your opt-out. Sending "STOP HORNITOS" after Entry will not preclude Sponsor from sending a notification to a potential winner by text message. For help, text "HELP HORNITOS" to 25552. Entrant may be charged for SMS text messages that are sent from or received by Entrant's cell phone or wireless device according to the terms of Entrant's rate plan. Text messaging service may not be available in all areas. All SMS text message Entrants must have a text messaging two-way capable phone or wireless device and digital and SMS service in order to enter the Sweepstakes via this entry method. All SMS text entries must be completed, as defined herein, 11:59:59 p.m. CT on December 31, 2020. Each Text Entry must be manually key-stroked/entered by the Entrant. Text Entries will be deemed made by the primary account holder of the account associated with the phone used to enter, based on the applicable phone company's records. Network service for transmission of text messages may be interrupted or unavailable due to atmospheric or topographical conditions, governmental regulations or orders, system capacity limitations or other reasons beyond Sponsor's control. Sponsor is not responsible for message delivery or timeliness of messages, or for availability of messaging services at any time.

**IMPORTANT: Message and data rates may apply for each text message sent or received. By entering the Sweepstakes via text message, each Entrant consents to the receipt of up to five (5) automated text messages from Sponsor or Sponsor's agent (in addition to those automated text messages received during the Entry process). Not all mobile telephone providers carry the service necessary to participate in this Sweepstakes. Entrants should consult their wireless provider's pricing plans.**

**4. Entry Errors/Tampering:** Sponsor reserves the right to void all entries made through any third-party web site or service, or through any robotic, automatic, mechanical, programmed or similar entry duplication method, and to disqualify any individual using such a web site/ service or entry method, as applicable. Sponsor is not responsible for: any entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, or not received by Sponsor or its agents for any reason; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of entries; (iii) destruction of or unauthorized access to, or alteration of, entries; (iv) causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Sweepstakes; (v) any entries submitted in a manner that is not expressly allowed under these Official Rules; (vi) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Sweepstakes; (vii) any typographical or other error in the printing or advertising of the offer, administration or execution of the Sweepstakes, or in the announcement of prizes or prize winners; (viii) cheating or fraud by any participant.

All incomplete or non-conforming entries will be disqualified. All entries become Sponsor's property and will not be returned.

If for any reason the Sweepstakes cannot be executed as planned, including but not limited to any printing, administrative, or other error of any kind, transmission failure, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Sweepstakes, or if the Sweepstakes is compromised or becomes technically corrupted in any way, electronically or otherwise, Sponsor reserves the right, in its sole discretion, to cancel, modify or terminate the Sweepstakes and, if terminated before the original end date, to select the winners from among all eligible non-suspect entries received as of the date/time of termination. Sponsor reserves the right, at its sole discretion, to disqualify and prosecute any individual who tampers with or attempts to tamper with the entry process or who enters using any automatic or programmed entry duplication method.

**CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY CORRUPT THE SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

**5. Further Entry Conditions: Limit one (1) entry per person/household/per method of entry.** If more than one (1) entry is received per person or household, per day, by any means including, but not limited to, establishing multiple e-mail accounts or cell phone numbers, all such entries, and the person/household that submitted them, will be disqualified. Proof of submission of an entry does not constitute proof of receipt of entry by Sponsor. By entering, entrants acknowledge their

compliance with and agreement to be bound by these Official Rules and the Sponsor's decisions. All entries become the property of Sponsor and will not be returned.

**6. Drawing/Odds of Winning:** Eligible entries will be divided into one (1) of twenty (20) separate groups: 1) residents of California; 2) entries from residents of Arkansas 3) entries from residents of Illinois; 4) entries from residents of Idaho; 5) entries from residents of Iowa; 6) entries from residents of Kansas; 7) entries from residents of Maine 8) entries from residents of Michigan; 9) entries from residents of Minnesota; 10) entries from residents of Missouri; 11) entries from residents of Montana; 12) entries from residents of Nebraska; and 13) entries from residents of Louisiana; 14) entries from residents from Indiana; 15) entries from residents from North Dakota; 16) entries from residents from Ohio; 17) entries from residents from Oklahoma; 18) entries from residents from Oregon; 19) entries from residents from South Dakota; and 20) entries from residents from Wyoming (each a "Group", and collectively "Groups"). Each eligible entry shall be assigned to only one (1) Group, and each entry shall be eligible to be selected as a winner only for the Group into which the entry is assigned, based on the state of residence selected by the entrant. **EACH ENTRANT IS ELIGIBLE TO WIN ONLY ONE (1) PRIZE DURING THE SWEEPSTAKES PERIOD.**

Winners will be determined in a random drawing from among all eligible entries received during the Sweepstakes Period. The drawing will be conducted on or about January 8, 2021 by Sponsor or Sponsor's agent. Potential winners will be notified by phone, or mail or e-mail by or about January 8, 2021. **Odds of winning will depend on the total number of eligible entries received.** Prize winners, following verification of the winners, and may be announced by news release. Winning is contingent upon fulfilling all requirements of these Official Rules.

## **7. Prizes:**

**Grand Prize:** One (1) Grand Prize Winner will be selected per Group for a total of twenty (20) Grand Prizes awarded during the Sweepstakes Period. Each Grand Prize Winner will receive one (1) bar cart, one (1) cocktail set containing a cocktail shaker, double-sided jigger, muddler, mixing spoon, strainer, two (2) liquor pourers, ice tongs, bottle opener, bottle opener, double lever corkscrew and mahogany wood stand and one (1) one hundred dollar (\$100.00) gift card. Total Approximate Retail Value ("A.R.V") of each Grand Prize: five hundred fifty dollars (\$550.00).

**First Prize:** Four (4) First Prize Winners will be selected per Group for a total of eighty (80) First Prizes awarded during the Sweepstakes Period. Each First Prize Winner will receive one (1) fifty-dollar (\$50.00) gift card and one (1) branded cocktail shaker. Total Approximate Retail Value ("A.R.V") of each First Prize: Fifty-five dollars (\$55.00).

Total ARV of all Prizes available in this Sweepstakes is fifteen thousand four hundred dollars (\$15,400). Any difference between the stated ARV and actual value of prize will not be awarded in any form. Prize is non-transferable, and no prize substitutions or cash redemptions are allowed except by Sponsor in its sole discretion, or as otherwise provided herein. Sponsor may substitute a prize (or portion thereof) of equal or greater value if an advertised prize (or portion thereof) becomes unavailable for any reason. No alcohol will be awarded as part of the prize.

**All income taxes on prize is the winners' sole responsibility. WINNERS WILL BE ISSUED AN IRS FORM 1099 FOR THE VALUE OF THE PRIZE.** Prize will be awarded provided it is claimed properly in accordance with these Official Rules.

**8. Verification/Prize Claim:** Winners must provide positive identification specified by Sponsor to claim or participate in a prize. Winners will be required to sign and return an Affidavit of Eligibility, Liability Release and, where permitted by law, Publicity Release without additional compensation within ten (10) business days of notification or the prize will be forfeited and awarded to an alternate winner, time permitting, in a random drawing from among all remaining entries. If prize notification is returned as undeliverable, or if Sponsor, in its sole discretion, deems a potential winner ineligible to receive a prize for any reason, the corresponding prize will be forfeited and awarded to an alternate winner, time permitting, in a random drawing from among all remaining entries. Sponsor's decisions will be final, binding and non-appealable in all matters relating to this Sweepstakes.

**9. Limitations on Liability:** By entering, each entrant agrees to abide by the terms of these Official Rules and by the decisions of the Sponsor, and agrees to indemnify, release, defend and hold harmless the Sponsor, its parent company, subsidiaries,

affiliates and agencies, and the officers, directors and employees of each of the foregoing (collectively, the “Released Parties”), from and against any and all liability for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury (including without limitation emotional distress) and/or death, publicity rights, defamation or invasion of privacy or merchandise delivery arising from or in connection with participation in the Sweepstakes or the acceptance, possession and/or use/misuse of a prize (if awarded to him/her) or his/her participation in prize-related activities (if applicable), including but not limited to travel related thereto.

By accepting a prize, each winner agrees that any liability concerning or arising out of his/her prize rests solely with the common carrier on which the winner traveled, the hotel that provided lodging, or the manufacturer of the goods, (as applicable) and/or the respective affiliates of each of the foregoing. Furthermore, each winner, by accepting a prize, acknowledges that Sponsor has neither made nor is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to such prize, including, but not limited to, its quality, mechanical condition or fitness for a particular purpose.

**10. Consent to Publicity:** By accepting a prize, winners further consent to Sponsor’s use of his/her name, voice, statements and/or likeness for advertising, promotion, public relations or trade purposes in commerce and in any media worldwide without limitation or additional compensation or notice, unless prohibited by law.

**11. Disputes/Venue/Governing Law:** By participating, entrants agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with, this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal, state or local court located in the State of Illinois; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Sweepstakes, but in no event attorneys’ fees; and (c) to the extent allowed by applicable law, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental and/or consequential damages and/or any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise 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.**

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants’ rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules (whether of Illinois or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than Illinois.

**12. Personal Information:** All personal information collected from entrants in connection with participation in this Sweepstakes will be used only as provided in Sponsor’s Privacy Policy, available at [www.hornitostequila.com](http://www.hornitostequila.com).

**13. Winners List:** For the names of the winners, send a self-addressed stamped business-size envelope after January 8<sup>th</sup> 2021 and no later than January 31, 2021 to: Hornitos Holiday Sweepstakes, Winner List Request, Hornitos Holiday Sweepstakes, PL14369 -Winner list Request, PO Box 410 Southfield MI 48037.

**14. Sponsor:** Jim Beam Brands Co.

**Enjoy Responsibly.**

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