

THE HORNITOS® NOW'S YOUR SHOT SWEEPSTAKES AND CONTEST

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN, OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

The Hornitos® Now's Your Shot Sweepstakes and Contest ("Promotion") is sponsored by Jim Beam Brands Co. ("Sponsor"), 222 W Merchandise Mart Plaza 60654 and is administered by Prize Logic, LLC, ("Administrator"), Two Towne Square, Suite 200, Southfield, MI 48076.

- PROMOTION PERIOD:** The Promotion consists of a contest ("Contest") and a sweepstakes ("Sweepstakes"). The Sweepstakes begins on August 1, 2022 at 12:00 PM ET and ends on October 1, 2022 at 11:59:59 PM ET ("Sweepstakes Period"). The Contest includes a "Submission Period" and a "Judging Period" as set forth in the chart below:

Promotion Phase	Start Date and Time	End Date (at 11:59:59 PM ET)
Submission Period	August 1, 2022 at 12:00 PM ET	October 1, 2022
Judging Period	October 2, 2022 at 12:00 AM ET	October 15, 2022

The Sweepstakes Period, the Submission Period, and the Judging Period are collectively the "Promotion Period". The Administrator's computer is the official clock of the Promotion.

- ELIGIBILITY:** The Promotion is offered only to legal residents of the fifty (50) United States and the District of Columbia who are at least twenty-one (21) years of age at the time of entry. Employees of Sponsor, Administrator, Sponsor's promotional partners, and any of their parent and affiliate companies and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings and children and their respective spouses, regardless of where they reside) and household members of each such employee, whether or not related, are not eligible. Employees, agents and officers of alcohol beverage retailers and distributors and their immediate family members and all other individuals/entities associated with this Promotion are not eligible to enter or win. The Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Promotion.

- HOW TO ENTER THE SWEEPSTAKES:** During the Sweepstakes Period, an eligible entrant may visit www.NowsYourShotPromo.com ("Website") and complete and submit the registration form including, but not limited to: his/her first and complete last name (no initials), valid e-mail address, phone number, street address (no P.O. Boxes will be allowed), city, state, and zip code. Entrant must also select the Sweepstakes pool ("Sweepstakes Pool") he/she wants to be entered into: Culinary Pool, Music Pool, or Adventure Pool. Upon the successful submission of the registration information and

selection of a Sweepstakes Pool, an entrant will receive one (1) entry into the applicable Sweepstakes Pool.

Entry Limit: There is a limit of one (1) Sweepstakes entry per person during the Sweepstakes Period. If more than one (1) entry is received from the same person, telephone number and/or e-mail address the entries may, at the Sponsor's sole discretion, be disqualified. Entrants are prohibited from using more than one (1) e-mail address or multiple identities. If it is found or suspected that an entrant is using more than one e-mail address or multiple identities to participate in the Sweepstakes, then that entrant, in Sponsor's sole discretion, may not be eligible to win a prize.

Bonus Sweepstakes Entries: After registering and selecting a Sweepstakes Pool, an entrant may earn bonus Sweepstakes entries as follows:

- A. Share on Facebook and Twitter:** During the Sweepstakes Period, an entrant may obtain up to ten (10) additional entries by following the instructions on the Website and set forth below to share the Promotion on Facebook and Twitter. Upon clicking the buttons to share the Promotion, a message with a unique link will be posted to the entrant's choice of his/her Facebook Wall or Twitter Feed ("Invitation Post"). To obtain additional entries, an entrant's Facebook "Friend" or Twitter "Follower" must click on the unique link in the Invitation Post and complete and submit the registration information requested, and enter the Promotion. Upon the Friend's/Follower's successful entry into the Sweepstakes, the original entrant will receive one (1) entry into the applicable Sweepstakes Pool. An entrant will receive one (1) entry for each Friend or Follower who enters the Sweepstakes by following the unique link in his/her Invitation Post, up to maximum of five (5) additional entries via Facebook per Entry Period and up to maximum of five (5) additional entries via Twitter per Entry Period.
- B. Follow Sponsor on Social Media:** During the Sweepstakes Period an eligible entrant may follow the links and instructions to follow the Sponsor on Facebook, Twitter, and/or Instagram. Upon clicking the follow button on the Website entrant will receive one (1) entry into the applicable Sweepstakes Pool. There is a limit of one (1) Sweepstakes entry per social platform follow (one [1] via Facebook, one [1] via Twitter, and one [1] via Instagram).

If an entrant does not have a Twitter account, he/she can create one at no cost by visiting www.twitter.com. Please note that an entrant must agree to comply with the Twitter Terms of Service (<https://twitter.com/tos/>) and Privacy Policy (<https://twitter.com/privacy>) (if entering using Twitter) in order to participate in the Sweepstakes. Entrants may create an Instagram account at no cost by logging on to <http://instagram.com>. Creation of an Instagram account requires a contestant to agree to Instagram's Terms of Service and Privacy Policy, available at <http://instagram.com/about/legal/terms/> and <http://instagram.com/about/legal/privacy/>, respectively. Use of Facebook will be subject to that service provider's privacy policy and terms of use. The Facebook privacy policy is available at: <https://www.facebook.com/about/privacy>. This Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram, Twitter, or Facebook. Each entrant specifically agrees to release Instagram/Twitter/Facebook from any and all liability associated with this Promotion.

- 4. HOW TO ENTER THE CONTEST:** During the Contest Submission Period, an eligible entrant must visit the Website and register as outlined above. Entrant must then follow the on-screen prompts to select a Contest pool (“Contest Pool”): Culinary Pool, Music Pool, or Adventure Pool. Entrant must then write and submit an essay based on the Contest Pool selected (100 words or less) (“Submission”). **All Submissions must comply with the restrictions outlined in below.** Sharing or posting of the Submission on social media, including on Instagram, Facebook or Twitter, will not improve your chances of winning.

Limit: There is a limit of one (1) Submission per person during the Submission Period. If more than one Submission is received from the same person, only the first Submission received may be considered valid. An entrant who attempts to enter more than the stated limit may be subject to disqualification from the Promotion. If it is discovered or suspected that a person has attempted to enter or upload Submissions using multiple e-mail addresses or identities, all of that person’s Submissions may be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive and such prize may be forfeited, at the Sponsor’s sole and absolute discretion.

NOTE: By submitting a Submission, each entrant agrees that his/her Submission conforms to the Submission Requirements set forth below and all other terms and conditions in these Official Rules and that Sponsor or Administrator may, at its sole and absolute discretion, disqualify him/her from the Promotion if Sponsor (in Sponsor’s sole discretion) decides that his/her Submission fails to conform to the Submission Requirements or any other provision of these Official Rules.

Submission Requirements: All Submissions must comply with the following restrictions:

- Must be in English, except for commonly understood foreign words;
- Must not be longer than 100 words;
- Must not include any identifiable person(s) other than the entrant;
- Must not contain material that violates or infringes another’s rights, including, but not limited to, privacy, publicity or intellectual property rights or that constitutes copyright infringement;
- Must be the original work of entrant;
- Must not disparage Sponsor or its products or services, Administrator, or any other person or party;
- Must not feature trademarks, logos or trade dress owned by any third party or advertise or promote any brand or product of any kind other than Sponsor’s brand;
- Must not promote any cause other than the Contest theme;
- Must not include personally identifiable information (such as the entrant’s address, license plate number or credit card);
- Must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous (as determined by Sponsor, at Sponsor’s sole discretion);
- Must not contain, facilitate, reference or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation,

political orientation, citizenship, ancestry, marital status or age (as determined by Sponsor at Sponsor's sole discretion);

- Must not contain any viruses, spyware, malware or other malicious components that are designed to harm the functionality of a computer in any way; and
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.

NOTE: If any Submission fails to comply with any of these Submission Requirements or any other provisions of these Official Rules, Sponsor and Administrator reserve the right to disqualify the entrant.

By submitting a Submission, an entrant agrees that his/her Submission is gratuitous and made without restriction, and will not place Sponsor under any obligation and that Sponsor is free to disclose or otherwise disclose the ideas contained in the Submission on a non-confidential basis to anyone or otherwise use the ideas without any compensation whatsoever to the entrant. Entrant acknowledges that, by acceptance of his/her Submission, Sponsor does not waive any rights to use similar or related ideas whether or not such idea was previously known to Sponsor, or developed by its employees, or obtained from sources other than the entrant. Entrant further agrees that Sponsor shall not have any liability to entrant for any direct, indirect, contributory, vicarious, secondary or other infringement or protection of any copyright in or to the Submission. Released Parties are not responsible for any unauthorized use of Submission by third parties. Entrant agrees that Sponsor may post the Submission on any websites associated with the Contest, including Sponsor's social media channels.

By submitting a Submission, entrant hereby grants permission for Submission to be publicly posted, at Sponsor's sole discretion. By submitting a Submission, entrant grants Sponsor an unlimited, worldwide, royalty-free, irrevocable, perpetual, license and right to publish, use, publicly perform and display the Submission in whole or in part, in any way, in any and all media, without limitation, and without consideration to the entrant, for promotional or marketing purposes. The Promotion Entities are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected entries Submissions – all of which will be void. Sponsor reserves the right to disqualify any entrant and/or Submission in its sole and absolute discretion.

- 5. JUDGING PERIOD AND CONTEST WINNER SELECTION:** During the Judging Period, all eligible Submissions for each Pool will be judged by a panel of qualified judges selected by the Sponsor ("Judges"). The Judges will score the Submissions according to the following weighted criteria: (i) Relevance to Pool Theme: 55%; (ii) Creativity: 30%; and (iii) Shot Taker tone of Voice: 15% ("Judging Criteria"). The one (1) Submission in each Contest Pool that receives the highest score will be declared a potential Contest prize winner. Each Contest winner is a potential winner pending verification of eligibility and compliance with the Official Rules. In the event of any ties, the Submission with the highest score in criterion (i) Relevance to Pool Theme will prevail. In the event there are still any ties, the tied Submissions will be judged again and the Submission with the highest overall score will prevail. If a potential winner is found to be ineligible or does not comply with these Official Rules, or otherwise does not accept his/her prize as awarded, he/she will be disqualified and the Submission with the next highest judges score in his/her Contest Pool will be named a potential winner. Administrator's, Judges', and Sponsor's decisions shall be final and binding in

all matters pertaining to the judging and selection of the winners. Judging scores will not be revealed. Sponsor reserves the right to not award a Contest prize if, in its sole discretion, it does not receive a sufficient number of qualified Submissions.

- 6. SWEEPSTAKES RANDOM DRAWING:** On or about October 3, 2022, the Administrator will select six (6) potential Sweepstakes prize winners (each a "Sweepstakes Prize Winner") in a random drawing from all eligible Sweepstakes entries received for each Sweepstakes Pool. Each Sweepstakes Prize Winner is deemed to be a potential Sweepstakes Prize Winner pending verification of his/her eligibility and compliance with these Official Rules as determined by Sponsor, at Sponsor's sole discretion.

7. PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"):

A. Contest Prizes (3 total; 1 per Contest Pool): The Contest prizes are as follows (each a "Contest Prize"):

- i. Culinary Pool Prize (1):** The Contest Culinary Pool prize is a gift package comprised of home store Gift Cards totaling \$9,500, one (1) customized chef jacket, a Culinary Training package awarded as a \$10,000 Chef and The Dish Gift Card (terms and conditions apply <https://www.thechefandthedish.com/terms-conditions>), and a Hornitos® gear package (determined by Sponsor in its sole discretion) ("Culinary Pool Contest Prize"). No more than one (1) Culinary Pool Contest Prize will be available in the Contest. The ARV of the Culinary Pool Contest Prize is \$20,000.
- ii. Music Pool Prize (1):** The Contest Music Pool prize is a trip for two (2) to New York, NY ("Music Pool Contest Prize"). Trip includes round-trip coach class air transportation from a major commercial airport near winner's residence to New York, NY for winner and one (1) adult guest (twenty-one [21] or older), three (3) nights hotel standard accommodations (single room/double occupancy), ground transportation to/from airport and hotel in New York, NY, a 6-hour professional recording studio experience with sound engineer and musicians, a photographer session at the studio, a graphic designer to design art for the Contest Music Pool's winner's creation, \$1,000 (for winner only), and a Hornitos® gear package (determined by Sponsor in its sole discretion). **Sponsor reserves a royalty free license, in perpetuity, to feature the song(s) that the Music Pool Contest Prize winner records as a result of winning the Music Pool Contest Prize in any form of media (digital, social, broadcast).** No more than one (1) Music Pool Contest Prize will be available in the Contest. The ARV of the Music Pool Contest Prize is \$20,000.
- iii. Adventure Pool Prize (1):** The Contest Adventure Pool prize is a trip for two (2) to Jackson Hole, Wyoming ("Adventure Pool Contest Prize"). Trip includes round-trip coach class air transportation from a major commercial airport near winner's residence to Jackson Hole, Wyoming for winner and one (1) adult guest (twenty-one [21] or older), five (5) nights hotel standard accommodations (single room/double occupancy), ground transportation to/from airport and hotel in Wyoming, Grand Teton Private Guided wildlife adventure (including Snake River Rafting, Yellowstone Guided exploration, and park passes), additional adventure experience based on availability & winner preference (Fly Finishing

Event or Private Rock Climbing or Helicopter Tour), \$3,000 (for winner only), and a Hornitos® gear package (determined by Sponsor in its sole discretion). No more than one (1) Adventure Pool Contest Prize will be available in the Contest. The ARV of the Adventure Pool Contest Prize is \$20,000.

For All Contest Prize Trips: Each winner's guest must be twenty-one (21) years of age or older. If the winner elects to travel or partake in his/her prize without a guest, no additional compensation will be awarded to the winner. Trip must be taken on dates specified by Sponsor. Winners and guests must travel by December 31, 2022 or Contest Prize may be forfeited. Winner and guest must travel on the same itinerary. The actual value of the trip may vary depending on point of departure and fluctuations in the cost of air transportation. Any difference between the estimated ARV and the actual value of the prize will not be awarded. If winner resides within a 100-mile radius of destination, ground transportation may be provided in lieu of air transportation, and no compensation will be provided for any difference in prize value. Travel dates are subject to availability; blackout dates and other restrictions may apply. Winner and guest are responsible for having valid travel documents including government identification and/or passports. Winner is responsible for all travel expenses not included herein, including airline baggage fees, gratuities, meals, and any other incidental costs or expenses related to participation in this prize. Travel must be booked at least 7 days in advance. Guest of winner must sign and return a travel liability release before travel will be booked. Winner and his or her guest hereby acknowledges that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the trip. Winner will be required to provide a major credit card upon hotel check-in, and all in-room charges will be charged to the credit card. Any damage to the room will be the responsibility of the winner. Sponsor bears no responsibility if any event, element or detail of a prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of the Prize become unavailable, the Sponsor shall have no obligation to the winner aside from providing the remaining portion of the prize, minus any unavailable event, element or detail. Sponsor is not responsible if event is delayed, postponed, or canceled for any reason. Winner will not receive compensation from Sponsor for tickets that the winner is unable to use due to cancellation of the event, but tickets may be subject to standard rain-check policies and procedures set by the issuer. Winner agrees that event admission is awarded pursuant to a revocable, nontransferable license that is personal to that applicable winner, and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated or otherwise conveyed. Sponsor reserves the right to remove or to deny entry to winner and/or his/her guest if either winner or his/her guest violates the previous restrictions or engages in a disruptive manner, or with intent to abuse, threaten or harass any other person at the event.

B. Sweepstakes Prizes (18 total; 6 per Sweepstakes Pool): The Sweepstakes prizes are as follows (each a "Sweepstakes Prize").

- i. **Culinary Pool Prize (6):** Each Sweepstakes Culinary Pool prize is a \$349 Pizza Oven Gift Card ("Culinary Pool Sweepstakes Prize"). No more than six (6) Culinary Pool Sweepstakes Prizes will be available in the Sweepstakes. The

ARV of each Culinary Pool Sweepstakes Prize is \$349. Gift cards have no processing fees, and expire one year after purchase.

- ii. **Music Pool Prize (6):** Each Sweepstakes Music Pool prize is a \$350 Guitar Center Gift Card (“Music Pool Sweepstakes Prize”). No more than six (6) Music Pool Sweepstakes Prizes will be available in the Sweepstakes. The ARV of each Music Pool Sweepstakes Prize is \$350.
 - iii. **Adventure Pool Prize (6):** Each Sweepstakes Adventure Pool prize is \$250 outdoor gear Gift Card and a \$100 airline gift card (“Adventure Pool Sweepstakes Prize”). No more than six (6) Adventure Pool Sweepstakes Prizes will be available in the Sweepstakes. The ARV of each Adventure Pool Sweepstakes Prize is \$350.
- C. Odds:** The odds of winning a Sweepstakes Prize depends on the number of eligible entries received for each Sweepstakes Pool during the Sweepstakes Period.
- D. General:** Limit one (1) Contest Prize and one (1) Sweepstakes Prize per person. Terms and conditions of gift cards apply. Non-cash portion of prizes cannot be redeemed for cash. No prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize (or portion thereof) of comparable or greater value. Prizes are awarded “as is” with no warranty or guarantee, either express or implied. Winners are responsible for all federal, state and local taxes associated with acceptance and use of the prize. All prize details are at Sponsor’s sole discretion.

Guitar Center Terms and Conditions:

Please protect this card as you would cash. Use of this card constitutes acceptance of the following terms: It cannot be replaced if lost, stolen or used without your permission. Use your Gift card to make purchases at any Guitar Center location nationwide. Purchases will be deducted from your Gift card until the balance reaches zero. Your current balance will be shown on your receipt. This Gift card may not be redeemed for cash except as required by law. Value may be added to your valid Gift card at any time. This Gift card may not be used to make payments on your Guitar Center Gear Card. This card has no value until purchased and activated. Issued by Guitar Center Inc.

For card balance information, you can inquire at any Guitar Center location, visit guitarcenter.com or call 800-407-4949. Please have your account number handy.

- 8. WINNER VERIFICATION:** Potential winners are subject to verification of eligibility and compliance with these Official Rules. Sponsor or Administrator will notify the potential winners via e-mail and/or telephone using the information disclosed at the time of entry with instructions on how to redeem his/her prize. Each potential Contest winner will be required to sign and execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, “Prize Claim Documents”) within five (5) days of prize notification. If a potential winner fails or refuses to sign and return all Prize Claim Documents within five (5) days of prize notification, the potential winner may be disqualified and an alternate winner may be selected. Upon verification of eligibility and compliance with these Official Rules, the

Contest winners will be contacted by Sponsor or Administrator to arrange travel and fulfillment and the Sweepstakes winners prizes will be mailed to the winner at the physical address provided upon registration (PO Boxes not permitted). If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, the respective prize may be forfeited, and in the Sponsor's sole discretion, the forfeited prize may be awarded to an alternate winner, as determined by Sponsor in its sole discretion.

Administrator will attempt to notify each potential winner as set forth above, but Released Parties are not responsible for any undelivered e-mail or other messages that are not received because of a winner's privacy or spam filter settings which may divert any Promotion e-mail, including any winner notification e-mail, to a spam or junk folder. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for his/her won. Approximate retail value is as of the time these Official Rules were printed and the value of a prize may fluctuate. Each winner is not entitled to any difference between the ARV and the actual value of the prize at the time the prize is awarded. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. The prizes will only be awarded to verified winners. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the respective prize will not be re-awarded.

THE CONTEST WINNERS, WILL BE ISSUED A FORM 1099 FOR TAX PURPOSES IN THE AMOUNT OF THE ACTUAL RETAIL VALUE OF THE PRIZE AND MUST SUBMIT HIS OR HER SOCIAL SECURITY NUMBER OR TAXPAYER ID NUMBER, AS REQUIRED BY LAW. ALL FEDERAL, STATE, AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF A PRIZE ARE SOLELY THE RESPONSIBILITY OF THE WINNER.

- 9. LIMITATION OF LIABILITY:** By participating in this Promotion, entrants agree that Sponsor, Administrator, Instagram, LLC, Twitter, Inc., Facebook, and each of their respective parents, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents (collectively, "Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, delayed, garbled, postage due or undeliverable tweets posts, messages, e-mails or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Promotion; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Promotion and/or accepting a Prize including any item redeemed therewith and/or any travel related thereto; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Released Parties are not responsible for any unanswered or undeliverable winner notifications.

By entering the Promotion, each entrant agrees: (i) to be bound by these Official Rules, including Submission requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Promotion, including, but not limited to, any Promotion -related activity or element thereof, and the entrant's entries, participation or inability to participate in the Promotion; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof (including any travel or activity related thereto)); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of the winners in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more Prizes be awarded than are stated in these Official Rules. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more Prizes are claimed than are intended to be awarded according to these Official Rules, the intended Prize will be awarded according to Section 4 above.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

10. DISPUTES: THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR

ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. CONTESTANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY CONTESTANT AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION OCCURRED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

11. **PRIVACY:** Sponsor's privacy policy is available at <https://www.beamsuntory.com/en/privacy-policy>.

12. **PUBLICITY RIGHTS:** By participating in the Promotion and/or accepting a prize, each entrant agrees to allow the Sponsor and/or the Sponsor's designee the perpetual right to use his/her name, user name(s), address (city and state), biographical information, photos (including, without limitation, profile photo(s)), picture, portrait, likeness, voice, and/or statements regarding the Promotion and/or Sponsor for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, including, but not limited to, live television, worldwide, on the World Wide Web and Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

13. **GENERAL:** Any attempted form of participation in this Promotion other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Promotion; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Promotion and void all associated entries. Any attempted form of participation in this Promotion other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple Instagram or Twitter accounts, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or the potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. In the event of a dispute as to the identity of a winner, the winning Submission will be declared made by the authorized account holder of the e-mail address associated with the social media account used to enter. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE**

MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Official Rules shall prevail.

14. WINNERS LIST: To obtain a list of the names of the winners, mail a self-addressed, stamped business-sized envelope to: The Hornitos® Now's Your Shot Sweepstakes and Contest - Winners List Request, PO Box 251328 West Bloomfield, MI 48325. Winners List requests must be received by December 15, 2022.

Customer Service inquiries may be made at [Contact Us](#).

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