

Date: October 18, 2017 Client: Pernod Ricard

Sweepstakes: Absolut Calibash Sweepstakes

Subject: Official Rules

Mandatories:

NO PURCHASE NECESSARY TO ENTER OR WIN. Absolut Calibash Sweepstakes is open to legal U.S. residents, residing in CA, 21 years of age or older. Void outside of CA and where prohibited. Begins 12:00:01 a.m. ET 1/15/17, ends 11:59:59 p.m. ET 1/3/18. Visit www.absolutcalibash.com for free entry details and Official Rules, which govern. 6 messages per query. By texting you authorize Pernod Ricard to send you an automated text message to your #. Consent not required for condition of purchase. Message & Data rates may apply. Text "STOP" to 88500 to stop. Text "HELP" to 88500 for help. Sponsor: Pernod Ricard USA, LLC.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

OPEN ONLY TO LEGAL UNITED STATES RESIDENTS, RESIDING IN CA, 21 YEARS OF AGE OR OVER AT THE TIME OF ENTRY.

- Sweepstakes Period: The Absolut Calibash Sweepstakes (the "Sweepstakes") begins at 12:00:01 a.m.
 Eastern Time ("ET") on November 15, 2017 and ends at 11:59:59 p.m. ET on January 3, 2018 (the "Sweepstakes Period").
- 2. How To Enter: There are two (2) ways to participate, as follows.
 - a. <u>Via Text/Site</u>: To participate using a text-enabled cell phone/device, send a text message with the word "Calibash" to the short code "88500". Next, you will receive a text message back with instructions on how to visit the Site (as defined below) to complete the online entry form to receive one entry (the "Entry") into the corresponding random drawing based on your date of entry, as described below.

Data and text-messaging rates may apply. Text "STOP" to 88500 to stop. Text "HELP" to 88500 for help. Text messaging requires 2-way text messaging capable device.

b. Via the Site Only: To enter the Sweepstakes during the Sweepstakes Period, visit absolutatlanta.com (the "Site") and complete the online entry form to receive one Entry into the corresponding random drawing based on your date of Entry, as described below. All eligible Entries must be received by 11:59:59 p.m. ET on January 3, 2018 to be eligible for the final random drawing, as described below.

Entries become the property of Sponsor upon receipt and will not be acknowledged or returned. Sponsor is not responsible for lost, late, misdirected, corrupted, incomplete or damaged Entries. Proof of sending or



submission will not be deemed to be proof of receipt by Sponsor.

Limit one (1) Entry per person per day regardless of method of entry.

NOTE ABOUT PARTICIPATING VIA TEXT USING A DEVICE: When you use your device and/or transmit data via your device, standard data/text messaging rates may apply according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on rate plans and charges relating to your participation in this Sweepstakes. Check your device's capabilities for specific instructions.

- 3. Eligibility: Open to legal United States residents, residing in California, 21 years of age or older as of date of Entry. Employees of Pernod Ricard USA, LLC (the "Sponsor"), Don Jagoda Associates, Inc. ("Administrator"), their respective affiliates, parents, subsidiaries, divisions, suppliers, distributors, retailers of alcohol-beverage products; and advertising, promotional and judging agencies (collectively "Sponsor and its Administrators"), and each of their respective employees, shareholders, directors, officers, members and agents and their immediate family members and/or those living in the same household of each are not eligible to participate or win. Void outside of CA and where prohibited and subject to all federal, state and local laws.
- 4. Sweepstakes Drawings: Three (3) Grand Prize winners will be selected in a random drawing on or about January 4, 2018 from among all eligible Entries received during the Sweepstakes Period. The random drawings will be conducted by the Administrator, an independent judging organization whose decisions are final on all matters relating to the Sweepstakes. Prizes will be awarded provided a sufficient number of eligible Entries are received. The odds of winning a prize will depend on the number of eligible Entries received.
- 5. Prizes and Approximate Retail Value ("ARV"): Grand Prizes (3 total): Two (2) Sponsor-selected VIP tickets to attend the Calibash in Los Angeles, CA on January 21, 2018 (the "Event") (ARV: \$500 each). Transportation to/from winner's home/Event is not included with any prize. Prizes are subject to availability and must be used on date specified or prize will be forfeited. Prizes are awarded "as is" without any warranty or guaranty of any kind, and are subject to all of the ticket issuer's terms and conditions. Each winner's guest must be 21 years of age or older to attend the Event. In the event a winner or his/her guest consumes alcoholic beverages (not provided by Sponsor) while participating in any Prize-Experience-related activities, they do so at their own discretion and agree to hold Sponsor, their respective parents, subsidiaries, and affiliated companies and its agencies harmless from any subsequent damages or third-party claims arising out of or related to such consumption. ALCOHOL IS NOT PART OF THE PRIZE. Winners and guests must abide by all Event and venue policies. No substitution or transfer of prize permitted except at the sole discretion of the Sponsor who reserves the right to substitute prize of equal or greater value in the event the prize is unavailable or if the Event cannot take place as scheduled for any reason. Prize may be substituted for any reason only at the discretion of the Sponsor. All federal, state and local taxes are the sole responsibility of winners.



6. General Rules: Potential winners will be notified via email/email link. Potential winners will be required to sign and return, via email/email link, an Affidavit of Eligibility and liability and publicity release, except where prohibited, within twenty four (24) hours of notification. If a potential winner fails to return the completed affidavit within twenty four (24) hours, or if affidavit is returned as undeliverable or if potential winner is deemed ineligible, the applicable prize will be forfeited and an alternate winner will be selected, time permitting. In addition, each winner's guest must execute a liability/publicity release prior to use of prize. Return of any prize or prize notification as undeliverable may result in disqualification and alternate selection, time permitting. All taxes related to the prizes are the responsibility of each winner. Acceptance of prize constitutes permission to Sponsor and its Administrators to use winner's name and likeness for promotional purposes without further compensation except where prohibited by law. Winners, by accepting their prizes, their guests and all entrants, as a condition of entry/participation, agree, as applicable, to release and hold harmless Sponsor and its Administrators, their respective parents, subsidiaries, divisions, affiliates, suppliers, distributors and advertising, promotional and judging agencies and their respective officers, directors, shareholders, members, employees, agents, assigns, and all others associated with the development and execution of the Sweepstakes, from and against any and all liability, claims or actions of any kind whatsoever, for injuries, death, damages, or losses to persons or property which may be sustained in connection with submitting an Entry or otherwise participating in any aspect of the Sweepstakes, the receipt, ownership or use of any prize awarded, or while preparing for, participating in or from any prize-related activity or for any typographical or other error in these Official Rules or the announcement or offering of the prizes. In the event of a dispute as to the identity of an entrant, the authorized account holder of the email account used to enter, will be deemed to be the entrant. "Authorized account holder" of the email account is defined as the natural person who is assigned to the email account by an internet service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses. Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Sweepstakes; violates these Official Rules; acts in an unsportsmanlike or disruptive manner: or acts with intent to annoy, abuse, threaten or harass any other person. Sponsor and its Administrators are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications, whether caused by the sender, by any of the equipment or programming associated with or utilized in the Sweepstakes which may limit the ability to participate, or by any human error which may occur in the processing of the Entries and administration of the Sweepstakes. Sponsor reserves the right to cancel, terminate or modify the Sweepstakes if it cannot be completed as planned for any reason, including infection by computer virus, bugs, tampering, unauthorized intervention, technical failures or corruption of any sort. In such event, Sponsor will award the prizes in a random drawing from among all eligible Entries received prior to cancellation. As a condition of entering in the Sweepstakes, entrant agrees that: 1) under no circumstance will entrant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for out-of-pocket expenses; 2) all causes of action arising out of or connected with this Sweepstakes, or prize awarded, shall be resolved individually, without resort to any form of class action; and 3) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees.



- 7. **Winners List:** For winner list of the winners, available after January 22, 2018, send a stamped, self-addressed envelope by February 22, 2018, to: The Absolut Calibash Sweepstakes Winners, 100 Marcus Dr. Attn: CG, Melville, NY 11747.
- 8. **Sponsor/Administrator:** The Sponsor of the Sweepstakes is Pernod Ricard USA, LLC, 250 Park Avenue, New York, NY 10177. The Administrator of the Sweepstakes is Don Jagoda Associates, Inc., 100 Marcus Drive, Melville, NY 11747.

ENJOY RESPONSIBLY

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