

## BASIL HAYDEN MICHELIN GUIDE SWEEPSTAKES

### ABBREVIATED RULES

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE CHANCES OF WINNING. SWEEPSTAKES IS VOID IN CT, FL, MA, NJ, NY & UT AND WHERE PROHIBITED OR RESTRICTED BY LAW. AGE 21 AND OLDER ONLY.** Program subject to all federal, state, and local laws. Open to legal residents of the 44 U.S (50 U.S other than CT, FL, MA, NJ, NY & UT), and D.C. 21+ at the time of entry. Visit <http://www.basilhaydenmichelinsweeps.com> for Official Rules including all methods of entry and full description of Prizes. There is one (1) Grand Prize drawing and seventeen (17) Regional/Local drawings which will take place on or about October 06, 2023. There are a total of eighteen (18) Prizes to be won as follows: One (1) Grand Prize: A Dining Experience with a Michelin Guide Chef for winner and up to five (5) guests ARV \$15,600; seventeen (17) Second Prizes (one per region): A Cocktail Kit ARV \$200 /ea. The ARV of all Prizes is \$19,000. Limit one (1) entry per person/email address. Limit one (1) Prize/Person. Odds of winning a prize depends on the number of eligible Entries received during the Promotion Period. Promotion Period: 12:01 AM EST 07/01/23-11:59 PM EST 09/30/23. Sponsor: Jim Beam Brands Co., Chicago, IL, 60654.

Basil Hayden® Kentucky Straight Bourbon Whiskey, 40% alc./Vol. ©2023 James B. Beam Distilling Co., Clermont, KY.

### OFFICIAL RULES

**THE FOLLOWING SWEEPSTAKES IS VOID IN CONNECTICUT, FLORIDA, MASSACHUSETTS, NEW JERSEY, NEW YORK, AND UTAH AND WHEREVER PROHIBITED OR RESTRICTED BY LAW. DO NOT ENTER THIS SWEEPSTAKES UNLESS YOU ARE 21 OR OLDER AND A LEGAL RESIDENT OF THE FORTY-FOUR (44) UNITED STATES (50 UNITED STATES OTHER THAN CT, FL, MA, NJ, NY AND UT) AND DISTRICT OF COLUMBIA. SEE FURTHER ELIGIBILITY RESTRICTIONS BELOW. THIS SWEEPSTAKES WILL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE FEDERAL AND STATE LAW.**

**1. NO PURCHASE NECESSARY. Making a purchase will not improve your chances of winning.** The Basil Hayden Michelin Guide Sweepstakes ("Sweepstakes") sponsored by Jim Beam Brands Co. ("Sponsor") begins on 12:00:01 a.m. Eastern Time ("ET") on July 01, 2023, and ends on 11:59:59 p.m. ET on September 30, 2023 ("Sweepstakes Period").

**2. Eligibility:** This Sweepstakes is open to legal residents of the 44 United States (50 U.S other than CT, FL, MA, NJ, NY & UT), and the District of Columbia ("D.C.") who are 21 years of age or older at the time of entry. Employees, directors, officers and agents of Sponsor, Snipp Interactive Inc. ("Administrator"), their parent, affiliate, and subsidiary companies, their advertising and promotion agencies, any alcohol beverage licensees (including alcohol beverage suppliers, wholesalers, distributors or 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 in Connecticut, Florida, Massachusetts, New Jersey, New York and Utah and where prohibited by law.

### **3. How to Enter: There are two (2) ways to enter the Sweepstakes:**

**1) Internet:** Visit <http://www.basilhaydenmichelinsweeps.com> ("Sweepstakes Site") where you will be first prompted to confirm that you are 21 years of age or older. Upon confirmation of your age, you will be directed to the registration form for the Sweepstakes (the "Registration Form") where you must completely enter your true and correct information in the required fields (required fields include: Full Name, Complete Mailing Address, Email Address, Phone Number & Opt-in to the Official Rules & Privacy Policy for the Promotion). Each

**2) QR Code:** During the Sweepstakes Period, use your smart phone or other web-enabled device with data plan to scan the Sweepstakes quick response ("QR") code featured on signs or promotional materials at participating stores with the QR reader application already installed on your phone. You will then be directed to the Sweepstakes Site where you will be first prompted to confirm that you are 21 years of age or older. Upon confirmation of your age, you will be directed to the Registration Form where you must completely enter your true and correct information in the required fields (required fields include: Full Name, Complete Mailing Address, Email Address, Phone Number & Opt-in

to the Official Rules & Privacy Policy for the Promotion). Proof of scanning QR code does not constitute proof of completion or submission.

Proof of scanning QR codes does not constitute proof of completion or submission of an Entry. To scan a QR code, participants must have a smart phone or other web-enabled device with a camera feature and QR scanner application and may incur message or data charges from their wireless service provider for each message sent and received. If you do not have a QR reader already installed on your phone, type "QR reader" in your mobile device's application store search field to find available QR readers for your smart phone or other web-enabled device. You will receive a response which will contain a link to download a QR reader for your specific device. Check with your wireless service provider for details on these and other applicable charges. Participants are solely responsible for any such wireless charges. Not all wireless carriers participate

Each validly completed Registration Form received will earn one (1) entry into the applicable regional drawing based on the zip code of your mailing address (a "Regional Entry") and one (1) entry into the grand prize drawing (a "Grand Prize Entry", and together with the Regional Entry, each an "Entry").

There are 17 regions (each, a "Region") for the purposes of the Sweepstakes as follows:

No.	Region
1	Southern California comprising of the following cities: <a href="#">here</a>
2	Vail, Colorado
3	Aspen, Colorado
4	Boulder, Colorado
5	Denver, Colorado
6	Colorado Springs, Colorado
7	New Orleans, Louisiana
8	Baton Rouge, Louisiana
9	LaFayette, Louisiana
10	Shreveport, Louisiana
11	Monroe, Louisiana
12	Dallas, Texas
13	Houston, Texas
14	Minnesota
15	New York
15	Ohio
17	Illinois

**Limit one (1) Entry per person regardless of method of entry.** Duplicate entries for a single individual will be disqualified. All entries become the property of the Sponsor. **Limit of one (1) Promotion Prize per person, per household. Entrants may not share an email address or cellular accounts.** 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.

**4. Drawing/Odds of Winning:** There is one (1) Grand Prize drawing (the "Grand Prize Drawing") and seventeen (17) Regional drawings (one for each Region) (each, a "Regional Drawing") all of which will take place on or about October 06, 2023, from among all eligible entries received during the Sweepstakes Period. Odds of winning Grand Prize will be determined by the total number of eligible entries received during the Sweepstakes Period and the odds of winning a Regional Prize will be determined by the total number of eligible entries received for the applicable Region during the Sweepstakes Period. **EACH ENTRANT IS ELIGIBLE TO WIN ONLY ONE (1) PRIZE DURING THE SWEEPSTAKES PERIOD.** Prize winners, following verification of the winners, may be announced by news release. Winning is contingent upon fulfilling all requirements of these Official Rules.

**5. Prizes; Prize Terms:** A total of eighteen (18) prizes (each, a "Prize", and together the "Prizes") will be awarded in connection with the Sweepstakes as detailed below:

- The Grand Prize Drawing will award one (1) grand prize (the "Grand Prize") of a private dining experience for the Grand Prize winner and up to five (5) guests comprising of: (a) dinner for up to six (6) people prepared by a Michelin Guide Chef chosen by the Sponsor in its sole discretion (); (b) round-trip coach class air transportation for up to six (6) people from a single major commercial airport near winner's residence to a major commercial airport near the restaurant location on an airline of Sponsor's sole choosing; (c) 3 days and 2 night's hotel accommodation (three (3) single rooms, double occupancy basis); (c) spending cash of One Hundred Dollars (\$100) for the Grand Prize Winner only; and (d) ground transportation to and from the hotel and the dinner .

The approximate retail value ("ARV") of the Grand Prize is **\$5,000**

- Each Regional Drawing will award one (1) prize (each, a "Regional Prize") and each comprising of one (1) Cocktail Kit comprising of: Branded Coasters, a Mixing Glass, a Copper Swizzle Spoon, a Cocktail Strainer, Copper Garnish Peel and a Basil Hayden Michelin Hosting Guide. . ARV \$200/each. The ARV of all Regional Prizes is **\$14,000**.

**The total ARV of all eighteen (18) Prizes is nineteen thousand dollars (\$19,000.00).** Any difference between the stated ARV and actual value of a Prize will not be awarded in any form. **No alcohol will be awarded as part of any prize.**

**PRIZE LIMITATIONS: Limit of one (1) Prize per person, per household.** Prize will only be awarded by Sponsor upon potential winners' verification of eligibility and final approval by Sponsor. Regional Prizes will be delivered to the mailing address provided by the applicable winner during registration. Allow 4-6 weeks for delivery after the drawings are conducted. No prize substitution, cash equivalent of prizes, transfer or assignment of prizes is permitted, except by Sponsor which reserves the right to substitute a Prize with one of comparable or greater value, in its sole discretion. If it is discovered during prize verification you have entered, attempted to enter, or used multiple accounts to enter more than the stated limit you will be disqualified at the discretion of the administrator, or will, be void. Entries generated by script, macro or other automated means, which subvert the entry process, are void. All Sweepstakes Entries become the property of Sponsor and will not be acknowledged or returned. Sponsor and/or Administrator ("Sweepstakes Parties") not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes.

The value of a Prize will be taxable to the winner as income. Relevant tax forms may be issued in the name of the winner for the actual value of the Prize awarded. All federal, state and local tax liability, and any other costs and expenses associated with acceptance or use of a Prize not specifically provided for in these Official Rules are solely the winner's responsibility. Failure to complete any component of any Prize does not relieve the Prize winner of his/her tax obligations associated with winning such Prize.

All Prizes are awarded "AS IS." Sweepstakes Parties do not make or offer any warranty or guarantee, either express or implied (including, without limitation, quality, merchantability, and fitness for a particular purpose) in connection with this Sweepstakes or any Prize. No issuer of any offered Prize is sponsoring this Sweepstakes. Prize details and availability are subject to change, in which case a Prize of equal value may be substituted at Sponsor's sole discretion. Prizes consist only of the items listed, are non-transferable, with no cash redemption or substitution except at Sponsor's sole discretion. Sponsor will determine all Prize details in its sole discretion.

No more than the advertised number of Prizes shall be awarded. If, for any reason, more bona fide winners come forward seeking to claim a prize in excess of the Eighteen (18) Prizes available as set forth in these Official Rules, the Winner of the applicable Prizes may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each Entrant's sole and exclusive remedy under such circumstances.

The Prizes are subject to certain terms and conditions as specified herein. A Prize may not be sold, traded, or commissioned, and is not exchangeable, transferable, substitutable, or redeemable for cash except in Sponsor's sole discretion. Prize details and availability are subject to change. Sponsor is not the supplier or guarantor of any Prize, unless otherwise specified. Prizing may be fulfilled by a third-party fulfillment agency. Prizes will only be awarded if

properly claimed according to the Rules. All costs and expenses related to the Prize(s) acceptance, the Prize(s), and/or Prize(s) use not specified herein as being provided are the sole responsibility of winner(s).

#### Grand Prize Additional Terms

Grand Prize Winner's guests must be twenty-one (21) years of age or older. Dinner is to be scheduled at a mutually agreed upon date, based on the selected Michelin Guide Chef's availability (as selected by the Sponsor in its sole discretion). Winner and guests are expected to conduct themselves appropriately when attending the dining experience and adherence to all restaurant rules and guidelines are a must. Winner and guests are expected to follow COVID guidelines set by state and local governments and the restaurant. If the winner elects to travel or partake in the Grand Prize with less than five (5) guests, no additional compensation will be awarded to the winner. Trip must be taken on dates specified by Sponsor and booked at least thirty (45) days in advance. Winner and guests 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. 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 guests 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. Winner and his or her guests hereby acknowledge 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. No more than one (1) Grand Prize will be available in the Sweepstakes. The exact details of dining experience will be determined by Sponsor in its sole discretion. **No refund or compensation will be paid in the event of the cancellation or delay of any portion of the Grand Prizes, or any portion thereof.**

**6. RELEASE:** By entering this Sweepstakes, you agree to release, discharge and hold harmless Sponsor, Sponsor Parties, and their respective directors, officers, employees, agents and assigns; and each of these companies' and individuals' respective successors, representatives and assigns (the "Sweepstakes Parties") from and against: (a) any claims, liabilities, losses, and damages arising out of, or relating to, your participation in this Sweepstakes or any Sweepstakes-related activities (including, without limitation, the Jim Beam® Sailing Experience) and the acceptance and use, misuse, or possession of any prize awarded hereunder (including, without limitation, any misrepresentation made by you in connection with the Sweepstakes; (b) any non-compliance by you with these Official Rules; (c) claims brought by persons or entities other than the parties to these Official Rules arising from or related to your involvement with the Sweepstakes; (d) acceptance, possession, misuse or use of any prize or participation in any Sweepstakes-related activity or participation in this Sweepstakes; (e) any malfunction, error or other problem arising in connection with the collection, processing, or retention of Entry information; or any typographical or other error in the printing, offering or announcement of any winner). The foregoing includes, without limitation, any claim for personal injury, property loss or damage, or death arising in any way in connection with the Sweepstakes or the Baseball Game Experience. If Sponsor's use of your Entry causes Sponsor to be subject to a claim by any third party (including, but not limited to, a claim of infringement), you agree to indemnify and hold harmless the Sweepstakes Parties, and all persons acting by, through, under or in concert with them, against any and all damages, costs, judgments and expenses (including reasonable attorney's fees) which the Sweepstakes Parties (or any one of them) may incur as a result of the use of your Entry.

**7. PUBLICITY RIGHTS:** By participating in this Sweepstakes, each entrant agrees to allow the Sponsor and Sponsor's designee the perpetual right to use their name, address (city and state), biographical information, likeness, picture, and other information along with any content provided in connection with the Sweepstakes for promotion, trade, commercial, advertising, and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

**8. DISCLAIMER:** Sweepstakes Parties are not responsible for printing or typographical errors in these Official Rules or in any Sweepstakes-related materials. Sponsor reserves the right, in its sole discretion, to disqualify any individual

it suspects or finds: (a) to have tampered with the entry process or the operation of the Sweepstakes; (b) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (c) to have provided inaccurate information on any legal documents submitted in connection with the Sweepstakes; or (d) to be acting in violation of these Official Rules. Sponsor also reserves the right to terminate, suspend, cancel or modify the Sweepstakes and award the prize for the Sweepstakes from among all eligible, non-suspect Entries received as of the date of termination using the procedure outlined above if for any reason this Sweepstakes is not capable of running as planned due to any reason, including acts of God, war, natural disasters, coronavirus (COVID-19) pandemic, other epidemics or medical emergencies, government mandated lockdowns, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, other force majeure events or other events outside of the reasonable control of the Sweepstakes Entities, infection by computer virus, bugs, tampering, fraud, unauthorized intervention, technical failures or other causes that may corrupt or impair the integrity, fairness or proper play of the Sweepstakes. Sweepstakes Parties are not responsible or liable for any events which may cause errors and/or the Sweepstakes to be stopped, including but not limited to any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, nor are they responsible for any problems or technical malfunction of any telephone, network or telephone lines, computer on-line systems, servers, or cable, satellite, or Internet Service Providers, computer equipment, software or any other failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to your or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. Sweepstakes Parties are not responsible for computer, mechanical, technical, electronic, network or other errors or problems, including any errors or problems that may occur in connection with the administration of the Sweepstakes, the processing of Entries, or in any other Sweepstakes-related materials. Should more prizes be awarded through a computer, hardware, or software malfunction, error or failure, or for any other reason, in any prize category, than are stated for that category in the Official Rules, Sponsor reserves the right to award only the number of prizes stated in the Official Rules for that category. In no event will more prizes be awarded than that listed in Section **Error! Reference source not found.**

**CAUTION: ANY ACT OR ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SWEEPSTAKES PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL(S) TO THE FULLEST EXTENT PERMITTED BY LAW.**

NOTHING IN THESE OFFICIAL RULES SHALL DISCLAIM, LIMIT, OR EXCLUDE LIABILITY FOR ANY LIABILITY THAT MAY NOT BE DISCLAIMED, LIMITED, OR EXCLUDED PURSUANT TO APPLICABLE LAW.

**9. PRIVACY POLICY:** The Entrants acknowledge and understand that all personal information submitted as part of this Sweepstakes will be collected and processed by Sponsor for the purpose of managing the Sweepstakes, and such additional purposes specified in connection with entering or participating in the Sweepstakes, in accordance with the Sponsor's privacy policy available at <https://www.beamsuntory.com/index.php/en/privacy-policy> (the "Privacy Policy"). Entrants can read more about their rights, how Entrant's personal information is used, and how to contact Sponsor, in the Privacy Policy. By participating in the Sweepstakes, Entrants agree to the Terms of Use and the terms and conditions of Sponsor's website and acknowledge all of the terms and conditions of the Privacy Policy.

**10. APPLICABLE LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and 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 the State of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois. Some jurisdictions do not allow for limitations of certain remedies or damages and so those provisions may not apply to you.

**11. DISPUTES/ARBITRATION:** By participating in the Sweepstakes and to the extent permitted by applicable law, you agree that the exclusive jurisdiction for any dispute, claim or demand related in any way to the Sweepstakes will be decided by binding arbitration. All disputes between you and Sponsor, any of the Sponsor Parties, or anyone associated with the production, development or handling of this Sweepstakes, of whatsoever kind or nature arising out of the Sweepstakes or the terms of these Official Rules, shall be submitted individually, without resort to class action, to Judicial Arbitration and Mediation Services, Inc. ("JAMS") for binding arbitration, under its rules then in effect, in State of Illinois, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally

in the arbitration costs incurred and that, unless prohibited by applicable law, under no circumstances will participant be permitted to obtain awards for, and participants hereby waive all rights to claim, punitive, incidental and consequential damages and any damages other than actual out-of-pocket expenses. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

## **12. GENERAL CONDITIONS:**

The decisions of the Sponsor with respect to all aspects of this Sweepstakes are final and binding on all entrants without right of appeal. ANY PERSON FOUND TO BE IN VIOLATION OF THE LETTER AND SPIRIT OF THESE OFFICIAL RULES BY THE SPONSOR, FOR ANY REASON WHATSOEVER, MAY BE DISQUALIFIED AT ANY TIME, AT THE SOLE AND ABSOLUTE DISCRETION OF THE SWEEPSTAKES ORGANIZER.

Winners acknowledge that upon acceptance of a prize, performance of prize obligations becomes the sole and exclusive responsibility of the designated service provider(s) for those portions not originating with Sponsor, if any.

The Sponsor reserves the right to change the dates, deadlines and/or other mechanics of the Sweepstakes as set out in these Official Rules, to the extent deemed necessary by the Sponsor, in order to verify that an Entrant, an Entry and/or other information comply with these Official Rules, or due to technical or other problems or circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Sweepstakes as contemplated in these Official Rules, or for any other reason.

The Sponsor is the sole owner of the promotional materials and products of the Sweepstakes and of the intellectual property rights related thereto, and nothing in these Official Rules shall be construed as conferring any rights whatsoever on the Entrants in this regard.

Except as provided in these Official Rules, no communications or correspondence will be entered into with Entrants, except with potential Prize winners, or as otherwise decided by the Sponsor in its sole discretion.

**13. Winners List:** For the names of the winners of the Sweepstakes (first name, last initial and city of residence) [help@basilhaydenmichelinsweeps.com](mailto:help@basilhaydenmichelinsweeps.com). All requests for the names of the winners must be made by 09/30/23. Requests received after this date will not be honored.

**14. Sponsor:** Jim Beam® Brands Co. 222 W Merchandise Mart Plaza, Chicago, IL, 60654.

**drink smart®**

Jim Beam® Kentucky Straight Bourbon Whiskey, 40% Alc./Vol. ©2023 James B. Beam Distilling Co., Clermont, KY