

## **Hornitos® Gay Games Sweepstakes 2023**

### **Abbreviated Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. Sweepstakes begins at 12:01 a.m. ET on 11/01/23 and ends at 11:59 ET on 11/11/23. AGE 21 AND OLDER ONLY.** Program subject to all federal, state, and local laws. Open only to legal residents of the 50 U.S. & D.C. who are 21 years of age or older at the time of Sweepstakes entry. Visit [www.hornitosggsweeps.com](http://www.hornitosggsweeps.com) for Official Rules including all methods of entry and full description of prize(s) and <https://www.beamsuntory.com/en/privacy-policy> for Privacy Policy. Limit one (1) entry per person/email address for the Sweepstakes Period. Odds of winning depend upon the number of eligible entries received. Sponsor: Jim Beam Brands Co., 222 W Merchandise Mart Plaza, Chicago, IL, 60654.

**Drink Responsibly**

**Hornitos® Tequila, 40% alc./vol. ©2023 Sauza Tequila Import Company, Chicago, IL**

## "Hornitos® Gay Games Sweepstakes 2023"

### Official Rules

**NO PURCHASE OR PAYMENT OF ANY KINDS IS NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID OUTSIDE THE ELIGIBILITY AREA (DEFINED BELOW), AND WHERE PROHIBITED OR RESTRICTED BY LAW. DO NOT PARTICIPATE IN THE SWEEPSTAKES IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.**

**PARTICIPATION IN THIS SWEEPSTAKES (DEFINED BELOW) CONSTITUTES ENTRANT'S (DEFINED BELOW) FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF THESE OFFICIAL RULES (THE "OFFICIAL RULES") WHICH ARE A CONTRACT AND TO THE DECISIONS OF THE SPONSOR, WHICH ARE FINAL AND BINDING IN ALL RESPECTS. AMONG OTHER THINGS, THIS CONTRACT INCLUDES INDEMNITIES FROM YOU TO THE SWEEPSTAKES ENTITIES (DEFINED BELOW) AND A LIMITATION OF YOUR RIGHTS AND REMEDIES AND BINDING ARBITRATION.**

The Hornitos® Gay Games Sweepstakes 2023 ("Sweepstakes") is sponsored by Jim Beam Brands Co (the "Sponsor"). The Sponsor's address is 222 W Merchandise Mart Plaza, Chicago, IL, 60654. The Sweepstakes begins at 12:01 a.m. Eastern Time ("ET") on November 01, 2023, and ends at 11:59 p.m. ET on November 11, 2023 ("Sweepstakes Period"). The computer clock of Sponsor is the official time-keeping device in the Sweepstakes, and the Sponsor may also rely on the time processing functions of third parties. Sponsor shall have the sole discretion in determining the timeliness of any action or inaction related to this Sweepstakes.

- 1. ELIGIBILITY:** The Sweepstakes is open only to individuals who: (a) are legal residents of the 50 United States and the District of Columbia (the "Eligibility Area"); (b) 21 years of age or older at the time of entering the Sweepstakes; (c) agree to be bound by the terms of these Official Rules; and (d) submit a valid Entry (as defined below) (each such individual, an "Entrant" or "you"). This Sweepstakes is **not open** to Entrants who: (i) are employees, officers, directors, agents and representatives of the Sponsor or any entity which is involved in any aspect of the creation, production, operation, execution or fulfillment of the Sweepstakes, (such entities, collectively, the "Sponsor Parties"), or any alcohol beverage licensees (including alcohol beverage suppliers, wholesalers, distributors or retailers); (ii) are immediate families (defined as parents, child, sibling, domestic partner, spouse and their respective spouses, regardless of where they reside) or household members (defined as those people who share the same residence at least three (3) months a year) of such individuals listed in clause (i) above); (iii) are prohibited by applicable law from entering the Sweepstakes; or (iv) do not meet any of the eligibility requirements set forth above.
- 2. HOW TO ENTER:** During the Sweepstakes Period, there is one (1) method of entering the Sweepstakes (an Internet connection is required, and connection fees may apply). Take the following steps during the Sweepstakes Period to receive one (1) Entry into this Sweepstakes, subject to these Official Rules, and a chance to win a Sweepstakes prize:
  - Visit [www.hornitosggsweeps.com](http://www.hornitosggsweeps.com) (the "Sweepstakes Site") where you will be required to among other things accurately complete the available Sweepstakes entry/registration form (the "Registration Form"). Required fields of the Registration Form include Full Name, DOB, Complete Mailing Address, Email Address, Phone Number & Opt-in to the Official Rules & Privacy Policy for the Sweepstakes. See instructions below on how to access the Sweepstakes Site. Each such completed and validly submitted Registration Form, an "Entry". Entry is not valid without each step.

**All Entries must be received by 11:59 p.m. ET on November 11, 2023.**

There are two (2) ways to access the Sweepstakes Site as follows:

- (a) **Directly:** During the Sweepstakes Period directly visit the Sweepstakes Site ([www.hornitosggsweeps.com](http://www.hornitosggsweeps.com)) where you will be 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 and thereafter submit the Registration Form.

- (b) **Via 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 ([www.hornitosggsweeps.com](http://www.hornitosggsweeps.com)) where you will be 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 and thereafter submit the Registration Form.

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.

**Limit of one (1) Entry per person, per email address, throughout the Sweepstakes Period, regardless of method of Entry.**

Entries that are in excess of the stated limits, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive, or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor's sole and absolute discretion. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Entries received or ranking status attained based on any tampering (cheating) or foul play will render that participant ineligible to receive any prize(s) and may result in participant no longer being allowed to enter Sponsor's other promotions in the future, at Sponsor's sole discretion. Subsequent attempts made by the same individual to submit multiple Entries by using multiple or false contact information or otherwise may be disqualified. The Sweepstakes Entities (defined below) are not responsible for technical failures of any kind, including, but not limited to, the malfunctioning of any wireless network, telephone, computer, computer network, hardware or software or the unavailability or inaccessibility of any service. The Sweepstakes Entities are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in Entrant's device to receive messages. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified. All materials submitted become the property of Sponsor and will not be returned. Illegible and/or incomplete Entries and Entries submitted by Entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. You understand that Internet access and device data usage charges and any other charges imposed by your mobile plan and/or online service may apply when submitting an Entry. Contact your wireless carrier and/or check your mobile plan for data usage pricing plans and details. In the event of a dispute as to any Entry, the Authorized Account Holder of the email address used to register for Entry will be deemed to be the Entrant. The "Authorized Account Holder" is the natural person who is assigned an account by the Internet access provider, online service provider, or other organization responsible for assigning such accounts or the account associated with the submitted email address. The potential winners may be required to show proof of being the Authorized Account Holder.

- 3. WINNER SELECTION; DRAWING:** On or about November 13, 2023, Sponsor will randomly select five (5) potential prize winners from among all eligible Entrants who submit a valid Entry during the Sweepstakes Period. Odds of winning a Prize depend upon the number of eligible Entries received during the Sweepstakes Period.
- 4. WINNER NOTIFICATION AND CONFIRMATION:** The potential Prize winners will receive a prize notification via email and/or phone call as soon as reasonably practicable after the winner selection, via the contact information provided in their Registration Form where they may be asked to confirm their intention to be potentially awarded the Prize. The potential Prize winner(s) will also be sent a Declaration of Eligibility and Liability/Publicity Release for such winner (collectively, (the "Winner Documentation") via email, which must be duly completed, signed, and

returned to Administrator within three (3) days of date of issuance. Provided that a potential winner is in compliance with these Official Rules and after having successfully proven eligibility and provided any documentation required by Sponsor, the potential winner will be determined to be a Prize "Winner". If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if the potential winner fails to return the duly completed Winner Documentation within the prescribed time period, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, they will forfeit the Prize and an alternate winner will be selected from among all remaining eligible Entries and the process of confirming the winner will again be followed. This will be repeated until such time as a Prize Winner is ultimately determined, unless the Sponsor determines in its reasonable discretion that it is unlikely that a Prize Winner will be determined in which case the applicable Prize will remain un-awarded. Sponsor expressly reserves the right to delay the announcement of the Winner for any reason it deems necessary. If, for any reason, more bona fide winners come forward seeking to claim a prize in excess of the five (5) Prizes available as set forth in these Official Rules, the winners of the Prize(s) 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 Sweepstakes Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected or unsuccessful efforts to notify the potential winners.

- 5. PRIZES; PRIZE TERMS:** Five (5) prizes are available to be won (each, a "Prize"), each Prize a Hornitos® Sports Party Pack comprising of the following: (i) one (1) Prideletics Sports Bag (ii) two (2) Prideletics hats (iii) one (1) cocktail shaker (iv) one (1) citrus squeezer (v) one (1) margarita blender (vi) one (1) LED strip light kit and (vii) four (4) rocks glasses.

The Approximate Retail Value ("ARV") of each Prize is two hundred and forty-six dollars (\$246.00). **No alcohol will be awarded as part of the Prize.**

**The Total ARV of the Sweepstakes Prizes is one thousand two hundred and thirty dollars (\$1,230.00).**

The ARV is subject to change based upon current market conditions at the time of Prize fulfillment. Any difference between the ARV and the actual value, if any, will not be awarded. Limit one (1) Prize per winner. All Prize details not specified in these Official Rules will be determined at the Sponsor's sole discretion. If for any reason a Prize is unavailable, Sponsor reserves the right to modify the Promotion in its sole discretion and award a substitute prize, or portion of a Prize, of comparable or greater value as set forth in these Official Rules. No substitution, exchange, transfer, assignment or cash equivalent of a Prize, or any portion thereof, is permitted by a winner. The Sweepstakes Entities shall have no responsibility or obligation to a winner who is unable or unavailable to, or who does not for any reason, accept or utilize a Prize.

The value of the Prize may be taxable to the Winner as income and an IRS Form 1099 and W9 may be issued in the name of the Winner for the actual value of the prize awarded. All U.S. 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.

Prizing may be fulfilled by a third-party fulfillment agency. Prize will only be awarded if properly claimed according to the Official Rules. All costs and expenses related to the Prize acceptance; the Prize use not specified herein as being provided are the sole responsibility of the winner.

THE PRIZE(S) ARE AWARDED "AS IS" WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE SWEEPSTAKES PARTIES. ALL PRIZE DETAILS ARE AT SPONSOR'S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE WINNERS' SOLE RESPONSIBILITY.

Prize will only be awarded by Sponsor upon potential winners' verification of eligibility and final approval by Sponsor.

- 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 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. 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 5.

**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 the 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) send email request to [help@hornitosggsweeps.com](mailto:help@hornitosggsweeps.com). All requests for the names of the winners must be made by December 12, 2023. Requests received after this date will not be honored.

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

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