

Hornitos® Marg Mode Sweepstakes & Instant Win Game

Abbreviated Rules

NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. Sweepstakes & Instant Win Game begins at 12:01 a.m. ET on 04/15/24 and ends at 11:59 ET on 08/14/24. 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 Promotion entry. Visit www.hornitosmargmode.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 and one (1) game play per person/email address for the Promotion Period. Odds of winning instant win prize depends on the total number of eligible plays and the time and date upon which they are entered. Odds of winning Grand Prize depends 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. ©2024 Sauza Tequila Import Company, Chicago, IL

"Hornitos® Marg Mode Sweepstakes & Instant Win Game"

Official Rules

NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. ODDS OF WINNING AN INSTANT WIN PRIZE DEPENDS ON THE TOTAL NUMBER OF ELIGIBLE GAME PLAYS AND THE TIME AND DATE UPON WHICH THEY ARE PLAYED. ODDS OF WINNING THE GRAND PRIZE DEPENDS UPON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID OUTSIDE THE ELIGIBILITY AREA (DEFINED BELOW), AND WHERE PROHIBITED OR RESTRICTED BY LAW. DO NOT PARTICIPATE IN THE PROMOTION (DEFINED BELOW) IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.

PARTICIPATION IN THIS PROMOTION 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 PROMOTION ENTITIES (DEFINED BELOW) AND A LIMITATION OF YOUR RIGHTS AND REMEDIES AND BINDING ARBITRATION.

The Hornitos® Marg Mode Promotion & Game ("Promotion") is sponsored by Jim Beam Brands Co (the "Sponsor"). The Sponsor's address is 222 W Merchandise Mart Plaza, Chicago, IL, 60654. The Promotion begins at 12:01 a.m. Eastern Time ("ET") on April 18, 2024, and ends at 11:59 p.m. ET on **August 14, 2024** ("Promotion Period"). The Promotion is administered by Snipp Interactive Inc., (the "Administrator"). The Administrator's address is 6708 Tulip Hill Terrace, Bethesda, Maryland 20816. The computer clock of Administrator is the official time-keeping device in the Promotion, and the Administrator may also rely on the time processing functions of third parties. Administrator shall have the sole discretion in determining the timeliness of any action or inaction related to this Promotion. This Promotion consists of an Instant Win Game (the "Instant Win Game") and a Sweepstakes (the "Sweepstakes").

- 1. ELIGIBILITY:** The Promotion 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 Promotion; (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 Promotion 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 Promotion, (such entities, collectively, the "Promotion Entities"), 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 Promotion; or (iv) do not meet any of the eligibility requirements set forth above.
- 2. HOW TO ENTER:** During the Promotion Period, there is one (1) method of entering the Promotion (an Internet connection is required, and connection fees may apply). Take the following steps during the Promotion Period to receive one (1) game play for the Instant Win Game ("Game Play") and one (1) entry into the Sweepstakes ("Entry"), subject to these Official Rules, and a chance to win a Promotion prize:
 - Visit www.hornitosmargmode.com (the "Promotion Site") where you will be required to among other things accurately complete the available Promotion entry/registration form (the "Registration Form"). Required fields of the Registration Form include Full Name, Date of Birth, Complete Mailing Address, Email Address, Mobile Phone Number & Opt-in to the Official Rules & Privacy Policy for the Promotion. See instructions below on how to access the Promotion Site. Each such completed and validly submitted Registration Form will result in the Entrant receiving an Entry and Game Play. Entry and Game Play is not valid without each step. Upon receiving the Game Play, the Instant Win Game results will be instantly displayed, and Entrant will be notified whether they are a potential "Winner" of an Instant Win Prize (the "IW Notification"). All potential winners are subject to verification before any prize is awarded.

All Entries and Game Plays must be received by 11:59 p.m. ET on August 14, 2024.

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

- (a) **Directly:** During the Promotion Period visit the Promotion Site (www.hornitosmargmode.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 Promotion Period, use your smart phone or other web-enabled device with data plan to scan the Promotion 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 Promotion Site (www.hornitosmargmode.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, for the entire Promotion Period.

Limit of one (1) Game Play per person, per day, per email address, throughout the Promotion Period.

A "day" is defined as starting at 12:00 AM ET and ending at 11:59:59 PM ET on each calendar day during the Promotion Period.

Entries and/or Game Plays 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 Promotion at Sponsor's sole and absolute discretion. Entries and/or Game Plays generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Entries and/or Game Plays received, or ranking status attained based on any tampering (cheating) or foul play will render that Entrant 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 and/or Game Plays by using multiple or false contact information or otherwise may be disqualified. The Promotion Entities 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 Promotion 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/or Game Plays and Entries and/or Game Plays 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 and/or Game Play. 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 and/or Game Play, the Authorized Account Holder of the email address used to register for the Entry and/or Game Play 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. ALL POTENTIAL INSTANT WIN GAME WINNERS AND SWEEPSTAKES WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE OR EVEN IF ENTRANT RECEIVES AN EMAIL MESSAGE OR OTHER NOTIFICATION SAYING HE OR SHE WON, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL INSTANT WIN GAME WINNER AND/OR POTENTIAL SWEEPSTAKES WINNER HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE INSTANT WIN GAME SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID, AND WILL NOT BE HONORED.**
- 4. PROMOTION PRIZE SELECTION; ODDS:** Potential winners must comply with all terms and conditions of these Official Rules. Winning is contingent upon fulfilling all requirements. Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion.

For the Sweepstakes: On or about **August 16, 2024**, Sponsor will randomly select one (1) potential Grand Prize winner from among all eligible Entrants who submit a valid Entry during the Promotion Period.

Odds of winning the Grand Prize depend upon the number of eligible Entries received during the Promotion Period.

For the Instant Win Game: There will be **one thousand one hundred and eighty (1,180)** random, computer-generated winning times during the Promotion Period, ten (10) such winning times per day for each Instant Win Prize listed in Section 6(B) below. If you are the first player to play the Promotion at or after one of the randomly generated times, you will be a potential instant winner of an Instant Win Prize indicated.

Odds of winning an Instant Win Prize depend on the date/time of entry, the number of Instant Win Prizes remaining available at the time of Entry and number of eligible Instant Win Game Plays received. The number of Instant Win Prizes available to be won will diminish as they are awarded.

5. PRIZE WINNER NOTIFICATION AND CONFIRMATION:

Grand Prize Winner: The potential Grand Prize winner 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 and a Guest Liability/Publicity Release for their guest (collectively, the "Winner Documentation") via email, which must be duly completed, signed, and returned to Administrator within three (3) days of date of issuance, or such other longer period as specified by Administrator. 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 Grand 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 Grand Prize Winner is ultimately determined, unless the Sponsor determines in its reasonable discretion that it is unlikely that a Grand 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.

Except where legally prohibited, Sponsor reserves the right to conduct background checks on a Winner and any Winner guests, where applicable. Participation in the Promotion constitutes Participant's authorization to such background checks without Sponsor providing any additional prior notice or seeking additional permissions or consents from Winner. Sponsor reserves the right, in its sole discretion, to disqualify any Winner and any Winner's

guest(s) based on the results of such background check (or the background check of Winner's guest(s), if applicable), if the Sponsor determines in its sole discretion that awarding the Prize to such Winner and/or Winner's guest(s) might reflect negatively on Sponsor or any of the other Promotion Entities, or be likely to put Sponsor, any of the other Promotion Entities, or any other third-party in danger. Sponsor is not obligated to clarify, confirm, or share any Promotion results of background check with any Winner or any Winner's guest(s), whether the background check resulted in disqualification or not. Factors that could result in disqualification include, without limitation: having been convicted of a felony or misdemeanor, being delinquent on a government-ordered payment, such as child support, spousal support, alimony, tax payments, etc., or any other criminal or civil offense determined at the sole discretion of Sponsor. When requested, Winner or Winner's guest(s) must provide authorization and/or complete any forms reasonably needed to facilitate such a background check. If Winner and/or Winner's guest(s) fails to sign and return the required documentation within the period specified by Sponsor, Winner and/or any Winner's guest(s) may be disqualified and will forfeit any claim to any of the Prizes(s). Winners and Winner guests will not be disqualified based on race, ancestry, national origin, religion, gender or gender identity, sexual orientation, or any other protected class or status.

Instant Win Prize Winner(s): All Instant Win Prize Winners are subject to verification of eligibility and compliance with these Official Rules. If any potential winner is disqualified, determined to be ineligible or found not to be in compliance with these Official Rules, or, if any Instant Win Prize is unclaimed, the Instant Win Prize will be forfeited and that Instant Win Prize will not be awarded. Instant Win Prizes will be emailed to Winners at the email address provided in the Registration Form within forty-eight (48) hours of Winner confirmation. Sponsor will attempt to notify each potential Instant Winner as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of an Entrant'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. Instant Win Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. Promotion Entities shall not be held responsible for any delays in awarding any Prize for any reason.

If, for any reason, more bona fide winners come forward seeking to claim a Prize in excess of the one (1) Grand Prize and the One Thousand One Hundred and Eighty (1,180) Instant Win 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 Promotion Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected or unsuccessful efforts to notify the potential winners.

- 6. PRIZES; PRIZE TERMS:** The following prizes are available to be won as part of the Promotion (each, a "Prize" and together, the "Prizes"):

A. Sweepstakes Prizes

One (1) grand prize is available to be won ("Grand Prize"), and comprises of a three (3) day/two (2) nights trip for winner and one (1) guest (the "Guest") to Cabo San Lucas, Mexico (the "Trip") comprising solely of (i) round trip, coach air transportation for Winner and one (1) guest between a major gateway airport near Winner's home and Cabo San Lucas, Mexico (ii) 2 nights/3 days at the ME Cabo hotel, with breakfast each day during stay (one (1) standard room, double occupancy); (iii) Ground transportation to and from airport in Cabo San Lucas (iv) Dinner each night at a top Cabo San Lucas restaurant, selected in the Sponsor's sole discretion and (vi) \$1,500 spending cash in the form of a check. Approximate Retail Value ("ARV") of the Grand Prize is \$8,500. **No alcohol will be awarded as part of the Prize.**

Specific travel arrangements and all prize details not specified herein will be made and determined at the Sponsor's sole discretion. Travel must originate from and end at the same airport and Grand Prize Winner and Guest must travel on the same itinerary. Grand Prize Winner's guest must be twenty-one (21) years of age or older. Grand Prize Winner and guest are expected to follow COVID guidelines set by state and local governments. If the Grand Prize Winner elects to travel or partake in the Prize without a Guest, no additional compensation will be awarded to the Grand Prize Winner. Trip must be taken (and completed) anytime prior to 12/30/2025 and booked at least sixty (60) days in advance. The actual value of the Trip may vary depending on the point of departure and fluctuations in the cost of air transportation. Travel dates are subject to availability; blackout dates and other restrictions may apply. Grand Prize Winner and Guest are responsible for having valid travel documents including government identification and/or passports. Grand Prize 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. Grand Prize Winner and his or her Guest 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. Grand Prize 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 Grand Prize Winner. Sponsor bears no responsibility if any event, element, or detail of the Grand Prize is canceled, postponed, or becomes unavailable for any reason. Should any event, element or detail of the Grand Prize Winner become unavailable, the Sponsor shall have no obligation to the Grand Prize Winner aside from providing the remaining portion of the Grand Prize, minus any unavailable event, element, or detail. No more than one (1) Grand Prize will be available in the Promotion. **No refund or compensation will be paid in the event of the cancellation or delay of any portion of the Prizes, or any portion thereof.**

In the event a Grand Prize Winner or any of their guests engages in behavior that, as determined by the Sponsor in its sole discretion, is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the Trip early, in whole or in part, with no further obligation. In the event a Grand Prize Winner or any of their guests engages in behavior during that (as determined by Sponsor in its sole discretion) is illegal, tortious, or subjects Grand Prize Winner or any of their guests to arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by winner as a result of such conduct. **NEITHER SPONSOR NOR ANY PROMOTION ENTITY SHALL HAVE ANY LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF OR RELATED TO THE PRIZE OR ANY ACTIVITY RELATED TO THE GRAND PRIZE OR ANY OTHER ASPECT OF GRAND PRIZE WINNER'S OR THEIR GUEST(S) ACCEPTANCE OR USE OF THE PRIZE.** Prizing may be fulfilled by a third-party fulfillment agency. Grand Prize will only be awarded if properly claimed according to the Official Rules. All costs and expenses related to the Grand Prize acceptance; the Grand Prize use not specified herein as being provided are the sole responsibility of the Grand Prize winner.

B. Instant Win Prizes

There are **one thousand one hundred and eighty (1,180) instant win prizes** (each an "Instant Win Prize") available during the Promotion Period, ten (10) Instant Win Prizes for each day of the Promotion Period. Each Instant Win Prize consists of one (1) five-dollar (\$5) Venmo Credit. The ARV of each Instant Win Prize is \$5, and the ARV of all Instant Win Prizes is \$5,900

There is a limit of one (1) Instant Win Prize per Entrant during the Promotion Period.

HOW TO CLAIM AN INSTANT WIN PRIZE: All entrants who receive a winning Notification are subject to verification of eligibility and compliance with these Official Rules. If any potential winner is disqualified, determined to be ineligible or found not to be in compliance with these Official Rules, or, if any Instant Win Prize is unclaimed, the Instant Win Prize will be forfeited and that Instant Win Prize will not be awarded. Each potential winner will receive an Instant Win Notification on screen, after the completion of a winning Game Play. If, after a good-faith attempt, Sponsor is unable to award or deliver an Instant Win Prize, the Instant Win Prize may not be rewarded. Instant Win Prizes will be emailed to winners at the email address provided at the time of registration within forty-eight (48) hours of confirmation. Sponsor will attempt to notify each potential Instant Winner as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails 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. Instant Win Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. Promotion Entities shall not be held responsible for any delays in awarding the Instant Win Prize for any reason.

To use the Instant Win Prize, follow the instructions provided in the email communication. Instant Win Prizes are subject to the terms and conditions of the issuer, including the following:

Venmo is not a sponsor of the rewards or otherwise affiliated with the Promotion Entities. The logos and other identifying marks attached are trademarks of Venmo. Venmo Terms and Conditions can be found here: <https://venmo.com/legal/us-useragreement>

The Total ARV of the Promotion Prizes is \$14,400. 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. The Grand Prize Winner can also win an Instant Win Prize. 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, transfer, assignment or cash equivalent of a Prize, or any portion thereof, is permitted by a winner. The Promotion 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 a 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.

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.

- 7. RELEASE:** By entering this Promotion, you agree to release, discharge and hold harmless the Promotion Entities, and their respective directors, officers, employees, agents and assigns; and each of these companies' and individuals' respective successors, representatives and assigns from and against: (a) any claims, liabilities, losses, and damages arising out of, or relating to, your participation in this Promotion or any Promotion-related activities (including, without limitation, the Trip) 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 Promotion; (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 Promotion; (d) acceptance, possession, misuse or use of any prize or participation in any Promotion-related activity or participation in this Promotion; (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 Promotion or the Trip. 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 Promotion Entities, 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 Promotion Entities (or any one of them) may incur as a result of the use of your Entry.
- 8. PUBLICITY RIGHTS:** By participating in this Promotion, 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 Promotion 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.
- 9. DISCLAIMER:** Promotion Entities are not responsible for printing or typographical errors in these Official Rules or in any Promotion-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 Promotion; (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 Promotion; or (d) to be acting in violation of these Official Rules. Sponsor also reserves the right to terminate, suspend, cancel or modify the Promotion and award the prize for the Promotion from among all eligible, non-suspect Entries received as of the date of termination using the procedure outlined above if for any reason this Promotion 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 Promotion 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 Promotion. Promotion Entities are not responsible or liable for any events which may cause errors and/or the Promotion 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 Promotion or downloading any materials in this Promotion. Promotion Entities 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 Promotion, the processing of Entries, or in any other Promotion-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 6.

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.

- 10. PRIVACY POLICY:** The Entrants acknowledge and understand that all personal information submitted as part of this Promotion will be collected and processed by Sponsor for the purpose of managing the Promotion, and such additional purposes specified in connection with entering or participating in the Promotion, 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 Promotion, 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.
- 11. 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 Promotion, 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.
- 12. DISPUTES/ARBITRATION:** By participating in the Promotion 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 Promotion 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 Promotion, of whatsoever kind or nature arising out of the Promotion 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.

13. GENERAL CONDITIONS:

The decisions of the Sponsor with respect to all aspects of this Promotion 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 Promotion 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 Promotion 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 Promotion 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.

14. Winners List: For the names of the winners of the Promotion (first name, last initial and city of residence) send email request to help@hornitosmargmode.com. All requests for the names of the winners must be made by September 10, 2024. Requests received after this date will not be honored.

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

Drink Responsibly

Hornitos® Tequila, 40% alc./vol. ©2024 Sauza Tequila Import Company, Chicago, IL.