

## **OFFICIAL RULES**

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

**THE FOLLOWING SWEEPSTAKES IS VOID OUTSIDE THE UNITED STATES AND WHEREVER PROHIBITED. DO NOT ENTER THIS SWEEPSTAKES IF YOU ARE NOT 21 OR OLDER AND A LEGAL RESIDENT OF AND CURRENTLY RESIDING IN ONE OF THE FIFTY UNITED STATES OR THE DISTRICT OF COLUMBIA. SEE FURTHER ELIGIBILITY RESTRICTIONS BELOW. THIS SWEEPSTAKES WILL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE FEDERAL AND STATE LAW. BY ENTERING THIS SWEEPSTAKES, YOU REPRESENT THAT YOU HAVE READ AND ACCEPTED THESE OFFICIAL RULES.**

**REFER TO DIGITAL AND/OR IN-STORE ADVERTISING MATERIALS (“ADVERTISING MATERIALS”) FOR STATE OF RESIDENCE ELIGIBILITY, START AND END DATE (THE “SWEEPSTAKES PERIOD”), RANDOM DRAW DATE, HOW TO ENTER DETAILS, ENTRY LIMITS, THE NATURE, NUMBER AND APPROXIMATE RETAIL VALUE OF THE PRIZE(S) AVAILABLE TO BE WON AND OTHER CONDITIONS (IF APPLICABLE).**

**1. ELIGIBILITY:** This Sweepstakes is open to legal residents of the 50 United States and the District of Columbia (“D.C.”) who are 21 years of age or older at the time of entry. You are not eligible to enter if you are an officer, director, employee, agent, or representative of, or a member of the immediate family (defined as parent, sibling, children and/or spouse regardless of where they live) of, or domiciled with (whether related or not) any such officer, director, employee, agent or representative of Jim Beam Brands Co. (the “Sponsor”), the MLB Entities, their respective advertising or promotional agencies, any independent Sweepstakes judging organization, each of their respective parent, subsidiary, affiliated and related companies, any suppliers of materials and services related to this Sweepstakes, or any of the liquor agencies, boards, commissions, branches, retailers, alcohol beverage distributors/wholesalers and liquor licensees (the “Liquor Authorities”). The Sponsor, its advertising and promotional agencies, any independent Sweepstakes judging organization, the Liquor Authorities, the parent, subsidiary, affiliate and related entities of each of the foregoing and all of their respective officers, directors, owners, employees, agents, representatives, successors and assigns shall be referred to herein as the “Sweepstakes Entities”. The “MLB Entities” shall mean the Office of the Commissioner of Baseball (“BOC”), its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P. (“MLB”), Major League Baseball Properties, Inc., The MLB Network, LLC, the Major League Baseball Clubs (“Clubs”), each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities.

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

**2. HOW TO ENTER:** Beginning on the start date of the Sweepstakes Period, as indicated on the Advertising Materials, access [www.BeamSweeps.com](http://www.BeamSweeps.com) (the “Website”) and complete all required information on the Sweepstakes entry page, including submission of the keyword (“Keyword”) noted on the

Advertising Materials, and follow the on-screen instructions to submit your entry. All Entries must be submitted by the end date of the Sweepstakes Period as indicated on the Advertising Materials and Website to be valid.

**There is a limit of one (1) entry per person, per day during the Sweepstakes Period.** Your Entry will be rejected if (in the sole and absolute discretion of the Sponsor): (a) the Entry is not fully completed with all required information and submitted during the Sweepstakes Period; or (b) you are otherwise ineligible to enter this Sweepstakes. Use (or attempted use) of multiple names, identities, email addresses and/or any automated, macro, script, robotic or other systems(s) or program(s) to enter or otherwise participate in or disrupt this Sweepstakes is prohibited and is grounds for disqualification by the Sponsor.

**3. PRIZE:** See Advertising Materials for prize (each a "Prize") details and approximate retail values ("ARV"). By accepting a prize, winner agrees that any liability concerning or arising out of their prize rests solely with the common carrier on which the winner traveled, the hotel that provided lodging, or the manufacturer of the goods, (as applicable) and/or the respective affiliates of each of the foregoing. Furthermore, winner, by accepting a prize, acknowledges that Sponsor has neither made nor is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to such prize, including, but not limited to, its quality, mechanical condition or fitness for a particular purpose. The Sponsor reserves the right, in its sole discretion, at any time to substitute a Prize (or component thereof) for any reason so long as a Prize (or component) of equal or greater monetary value is substituted. **NO ALCOHOL IS INCLUDED IN ANY PART OF ANY PRIZE.**

All federal, state and local taxes and all costs and expenses associated with prize acceptance and use not specified herein as being provided are the sole responsibility of winner. **For prizes with a value of over \$600: Winners will receive an Internal Revenue Service Form 1099 for the ARV of the prize for the tax year in which the prize was awarded and agree to fully cooperate with Sponsor and its representatives as to its compliance with all applicable governmental reporting requirements, including by providing upon request their Social Security Number via Internal Revenue Service Form W9.**

If winner cannot accept a prize as stated within three (3) business days, prize will be forfeited in its entirety and awarded to an alternate winner, time permitting. Upon prize forfeiture, no compensation will be given.

If travel is included in the Prize (a "Trip"), and the winner resides within two hundred (200) miles of Prize destination, a rental car will be provided (subject to all terms, conditions and policies of the rental agency) in lieu of air transportation. The difference in value will not be awarded.

Actual value may vary based on point of origination, airfare fluctuations and final Trip details. Meals, gratuities, ground transportation, and all other expenses not specified herein are the winner's responsibility. Winner and guest(s) must travel together on the same itinerary and must depart from and return to the same airport. The Trip must be taken on the dates specified above; however, specific travel dates and arrangements are subject to availability and some restrictions. Flight schedules are subject to change without notice. Sponsor is not liable for any expenses incurred as a consequence of flight cancellation/delay. Winner is responsible for securing all necessary travel prerequisites, including identification. Winner and guest(s) may be required to provide a credit card at the time of hotel check-in to cover, among other things, incidentals and other expenses incurred that are not included as part of the prize. If winner is unable to complete the Trip on the dates specified, the winner shall forfeit the prize in its entirety and an alternate winner will be selected, time permitting, in accordance with Rule 6 above. By

entering this Sweepstakes and accepting the prize, the winner agrees to maintain his/her behavior in accordance with all applicable laws and generally accepted social practices in connection with participation in any promotion activity, including use of the prize. Winner understands and agrees that Sponsor has the right, in its sole discretion, to disqualify and remove the winner and/or his/her guest(s) from any activity at any time if the winner and/or their guest(s) behavior at any point is disruptive or may or does cause damage to person, property or the reputation of Sponsor or otherwise violates the policies of the prize providers.

**For MLB Related Prizing** (as applicable): See <https://www.mlbshop.com/do-you-offer-customized-items/ch-3485> for terms applicable to product customization. Exact nature and duration of the ceremonial first pitch ceremony shall be determined in the sole discretion of the Chicago Cubs and subject to availability. Use of any Major League Baseball game/event/exhibition ticket is subject to the standard terms, conditions, and health and safety policies applicable to the ticket; see [mlb.com/ticketback](http://mlb.com/ticketback) for details. Seat locations at the game/event/exhibition and, unless otherwise stated in the prize description, exact game/event/exhibition date shall be determined in the sole discretion of Sponsor. Winner's guest(s) must be of legal age of majority in his/her(their) jurisdiction(s) of residence unless accompanied by a parent or legal guardian. Major League Baseball game/event/exhibition dates and times are determined in the sole discretion of the BOC and/or the applicable Club and may be subject to change. The terms and conditions of the tickets awarded as part of the prize will govern in the event a legal game/event/exhibition, as defined by Major League Baseball, is not played or held due to weather conditions, an act of God, an act of terrorism, civil disturbance, or any other reason. Winner and his/her guest(s) agree to comply with all applicable ballpark and venue regulations in connection with the prize. Sponsor and the MLB Entities reserve the right to remove or to deny entry to the winner and/or his/her guest(s) who engage in a non-sportsmanlike or disruptive manner or with intent to annoy, abuse, threaten, or harass any other person at the game/event/exhibition. Sponsor and the MLB Entities will not be responsible for weather conditions; acts of God; acts of terrorism; civil disturbances; local, state, or federal regulation, order, or policy; work stoppage; epidemic, pandemic, or any other issue concerning public health or safety; or any other event outside of their control that may cause the cancellation or postponement of any Major League Baseball game/event/exhibition. Major League Baseball game/event/exhibition tickets awarded as prizes may not be resold, offered for resale, or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and prize forfeiture, and may invalidate the license granted by the game/event/exhibition ticket. Participation in the prize event is subject to winner's (and guest's) consent to and compliance with all health and safety policies of the MLB Entities, including but not limited to the wearing of masks if and when directed and the requirement to be fully vaccinated against COVID-19 (i.e., having received a final vaccination dose at least 14 days prior to the event).

**4. DRAWINGS AND NOTIFICATION:** Potential winners will be selected by computer generated random draws from among all eligible entries received during the Sweepstakes Period by the administrator on or about the date indicated on the Advertising Materials. The odds of winning a Prize depend on the number of eligible entries received during the Sweepstakes Period. Each winner is considered a potential winner pending verification of their eligibility and compliance with these Official Rules. The potential winners are subject to verification of eligibility and compliance with these Official Rules. Potential winners will be notified by telephone or e-mail after the Random Drawing with instructions on how to claim a Prize, and will be required to sign and return a written Affidavit of Eligibility, Liability Release ("Affidavit") and, where permitted by law, Publicity Release without additional compensation within three (3) business days, which, among other things: (a) confirms compliance with these Official Rules, including but not limited to entrant being 21 years of age or older at the time of entry; (b) acknowledges acceptance of a

Prize as awarded; (c) releases the Sweepstakes Entities from any liability in connection with this Sweepstakes or the receipt, possession, use or misuse of a Prize or any part thereof; and (d) agrees to the publication, reproduction and/or other use of their name, address, voice, statements about the Sweepstakes and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by, or on behalf of, the Sponsor in any manner whatsoever, including print, broadcast or the internet. Upon verification of eligibility, the winner will be notified on how they will receive the Prize. The Prize will either be delivered to the confirmed winner at the address provided in the entry form within 4- 6 weeks of being declared a winner or the Prize may require the winner to pick up at a location within driving distance to their home which will be communicated to the winner upon verification. Inability to reach selected entrant within forty-eight (48) hours, sign and return the Affidavit, or any other required documentation, as applicable within three (3) business days after notification is sent, or the return of winner notification as undeliverable, or failure to provide proof of eligibility (if requested), or other non-compliance with these Official Rules may result in forfeiture of the Prize and selection of an alternate winner, time permitting, by random draw in Sponsor's sole and absolute discretion, who will be subject to disqualification in the same manner, until the Prize has been awarded. If no qualified winner can be declared within fifteen (15) days of the Draw Date, or if Sponsor, in its sole discretion, deems a potential winner ineligible to receive a prize for any reason, the Prize may be forfeited in its entirety. Sponsor will attempt to notify each potential 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 Sweepstakes e-mail, including any winner notification email, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. Sponsor's decisions will be final, binding and non-appealable in all matters relating to this Sweepstakes.

**5. PERSONAL INFORMATION:** Sponsor and its authorized agents will collect, use, and disclose the personal information that you provide when you enter the Sweepstakes for the purposes of administering the Sweepstakes and Prize fulfillment. By entering this Sweepstakes, you consent to such collection, use and disclosure of your personal information. You may also be offered the opportunity to receive additional communications from Sponsor about its products, and upcoming Sweepstakes and promotions. You will only be contacted for these purposes if you consent to receive such communications at the time of entry. Entrants who opt-in to receive such communications may opt out at any time. By entering this Sweepstakes, you consent to the collection, use, disclosure and management of your personal information for these purposes and as otherwise described in Sponsor's privacy policy located at: <https://www.beamsuntory.com/en/privacy-policy>.

**6. PUBLICITY GRANT:** Except where prohibited, participation in the Sweepstakes constitutes your consent to the use by Sponsor and its designees of your name, voice, biographical information, image, likeness, hometown and state for advertising, publicity, promotional and other purposes, in any manner, in any and all media now or hereafter known, worldwide in perpetuity, without compensation or additional consents from you or any third party and without prior notice, right of review, approval or consideration, and you further agree to execute specific consent to such use if asked to do so.

**7. LIMITATIONS OF LIABILITY AND RELEASES:** BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE THAT THE SWEEPSTAKES ENTITIES HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM: A) ENTRY OR

PARTICIPATION IN THIS SWEEPSTAKES OR ANY SWEEPSTAKES-RELATED ACTIVITY, INCLUDING ACCESS TO AND USE OF THE SWEEPSTAKES WEBSITE, OR B) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR MERCHANDISE DELIVERY OR C) AWARDING, RECEIPT, POSSESSION, USE OR MISUSE OF ANY PRIZE. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you.

Without limiting the foregoing, the Sweepstakes Entities shall not be responsible for: (a) any incomplete or inaccurate information that is caused by any Sweepstakes application or Sweepstakes website users, or by any of the equipment or programming associated with or utilized in the Sweepstakes, or by any technical or human error which may occur in the processing of submissions in the Sweepstakes; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration of, Entries; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) garbled transmissions or miscommunications; (f) failure of any e-mail or text message to be received by or from any independent Sweepstakes judging organization or Sponsor for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) damage to a user's phone or computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Sweepstakes; (h) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (i) technical, pictorial, typographical or editorial errors or omissions contained herein.

**7. GENERAL CONDITIONS:** By entering, entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which shall be final and binding in all matters pertaining to this Sweepstakes. The selected entrants will be required to follow all directions and instructions of the Sponsor or their Prize may be forfeited. This Sweepstakes is subject to all applicable federal, state and municipal laws and is void where prohibited. All Entries become the property of Sponsor and none will be returned or acknowledged. All Entries are subject to verification at any time. Automated Entries (including but not limited to Mass Entries, Entries submitted using any bot, script, macro or Sweepstakes service), copies, third-party Entries, facsimiles and/or mechanical reproductions are not permitted and will be disqualified. The Sponsor is not responsible for late, lost, incomplete, tamped with or illegible Entries.

**CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.**

Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of this Sweepstakes; to be in violation of applicable terms of service; to be acting in violation of these Official Rules; or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) to participate in this Sweepstakes. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification. In the event of a dispute as to the identity of the person who submitted any

Entry, the authorized account holder of the phone number submitted at registration will be deemed to be the entrant. The "authorized account holder" is the natural person assigned the phone number by an access provider, service provider, or other person or organization responsible for assigning phone numbers for the account associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder. Sponsor reserves the right, to terminate or amend this Sweepstakes, or these Official Rules, in whole or in part, at any time, without prior notice for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures. In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Sweepstakes-related materials, including, but not limited to: the Advertising Materials, television, print or online advertising; the terms and conditions of these Official Rules shall prevail, govern and control. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, then the Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Should a winner make any false statement(s) in any document referenced above, the winner will be required to promptly return to Sponsor their Prize, or the cash value thereof.

**APPLICABLE LAW:** All disputes, claims, and causes of action will be resolved individually, without resort to any form of class action, in an action in a State or Federal court located in Illinois. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and/or Sponsor in connection with the promotion, will be governed by, and construed in accordance with, the laws of the State of Illinois, without regard for conflicts of law doctrine of any jurisdiction.

**REQUEST FOR WINNER'S LIST:** For the winner's names, please send a self-addressed stamped envelope after the Sweepstakes Period to: Beam Sweepstakes – **INCLUDE KEY WORD PROVIDED ON ADVERTISING MATERIALS**, P.O. Box 251328, West Bloomfield, MI 48325. Be sure to use the keyword from the program you entered as found on Advertising Materials.

**SPONSOR:** Jim Beam Brands Co., 222 W. Merchandise Mart Plaza, Suite 1600, Chicago, IL 60654

This Sweepstakes is in no way sponsored, administered, or produced by any of the MLB Entities. Major League Baseball trademarks, service marks, and copyrights are proprietary to the MLB Entities. All rights reserved.