

THE FOLLOWING SWEEPSTAKES IS VOID OUTSIDE NORTH CAROLINA AND WHEREVER PROHIBITED. DO NOT ENTER THIS SWEEPSTAKES IF YOU ARE NOT 21 OR OLDER AND A LEGAL RESIDENT OF AND CURRENTLY RESIDING IN NORTH CAROLINA. SEE FURTHER ELIGIBILITY RESTRICTIONS BELOW. THIS SWEEPSTAKES WILL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE FEDERAL AND STATE LAW.

## NC PINNACLE® PERFECT PATIO SWEEPSTAKES

### OFFICIAL RULES

**1. NO PURCHASE NECESSARY. Making a purchase will not improve your chances of winning.** The Pinnacle® Perfect Patio Sweepstakes (“Sweepstakes”) sponsored by Jim Beam Brands Co. (“Sponsor”) begins 12:00:00 a.m. Eastern Time (“ET”) on July 1, 2021 and ends 11:59:59 p.m. ET on September 30, 2021 (“Sweepstakes Period”). The computer clock of Sponsor’s webmaster is the official timekeeping device of the Sweepstakes. You may enter the Sweepstakes by text or on-line entry, as described in Rule 3, below.

**2. Eligibility:** This Sweepstakes is open to legal residents of North Carolina who are 21 years of age or older at the time of entry. Employees, directors, officers and agents of Sponsor, their parent, affiliate, and subsidiary companies, their advertising and promotion agencies, any alcoholic beverage industry wholesalers, distributors, or licensed 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 outside North Carolina and where prohibited by law.

### **3. How to Enter:**

**To Enter Online:** Beginning 12:00:00 a.m. Eastern Time (“ET”) on July 1, 2021, access [NCPinnacleSweeps.com](http://NCPinnacleSweeps.com), complete all required information on the Sweepstakes entry page and follow the on-screen instructions to submit your entry.

To receive the promotion entry URL via text message, text “PINNACLE” to 811-811. By texting “PINNACLE” to 811-811 you consent to receive a minimum of two (2) text messages from Jim Beam Brands Co. Consent not a condition of purchase. An entrant may, at any time, choose to stop participating in this Sweepstakes by sending an opt-out text message stating “STOP PINNACLE” to the 811-811. If an entrant sends an opt-out text message, entrant will be sent a reply text message, which will confirm that entrant has been unsubscribed and will receive no further text messages. For help, text the word “HELP PINNACLE” to 811-811.

Entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The “authorized account holder” is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. All on-line entries must be received by 11:59:59 p.m. ET on September 30, 2021.

**IMPORTANT: Message and data rates may apply for each text message sent or received.** Not all mobile telephone providers carry the service necessary to participate in this Sweepstakes. Entrants should consult their wireless provider’s pricing plans.

**4. Entry Errors/Tampering:** Sponsor reserves the right to void all entries made through any third-party web site or service, or through any robotic, automatic, mechanical, programmed or similar entry duplication method, and to disqualify any individual using such a web site/ service or entry method, as applicable. Sponsor is not responsible for: (i) electronic, wireless or digital transmissions or any entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, or not received by Sponsor or its agents for any reason; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of entries; (iii) destruction of or unauthorized access to, or alteration of, entries; (iv) failed or unavailable hardware, network, software, SMS text or telephone transmissions; (v) damage to entrant’s

or any person's computer or wireless device or its contents; (vi) causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Sweepstakes; (vii) any entries submitted in a manner that is not expressly allowed under these Official Rules; (viii) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Sweepstakes; (ix) any typographical or other error in the printing or advertising of the offer, administration or execution of the Sweepstakes, or in the announcement of prizes or prize winners; (x) malfunctions or interference resulting from illicit, malicious or injurious code (including but not limited to viruses, worms and denial of service attacks); or (xi) cheating or fraud by any participant.

All incomplete or non-conforming entries will be disqualified. All entries become Sponsor's property and will not be returned.

If for any reason the Sweepstakes cannot be executed as planned, including but not limited to any printing, administrative, or other error of any kind, transmission failure, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Sweepstakes, or if the Sweepstakes is compromised or becomes technically corrupted in any way, electronically or otherwise, Sponsor reserves the right, in its sole discretion, to cancel, modify or terminate the Sweepstakes and, if terminated before the original end date, to select the winner(s) from among all eligible non-suspect entries received as of the date/time of termination. Sponsor reserves the right, at its sole discretion, to disqualify and prosecute any individual who tampers with or attempts to tamper with the entry process or who enters using any automatic or programmed entry duplication method.

**CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR OTHERWISE CORRUPT THE SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

**5. Further Entry Conditions: Limit one (1) entry per person/household**, regardless of method of entry. If more than one (1) entry is received per person or household, by any means including, but not limited to, establishing multiple e-mail accounts or cell phone numbers, all such entries, and the person/household that submitted them, will be disqualified. 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.

**6. Drawing/Odds of Winning:** Winners will be determined in a random drawing from among all eligible entries received during the Sweepstakes Period. The drawing will be conducted on or about October 14, 2021, by Sponsor's agent. Potential Winners will be notified by phone, or mail or e-mail by or about October 14, 2021. **Odds of winning will depend on the total number of eligible entries received.** Prize Winners may be announced by news release. Winning is contingent upon fulfilling all requirements of these Official Rules

## **7. Prizes:**

**Grand Prize:** Three (3) Grand Prize winners will receive one (1) check in the amount of two thousand five hundred dollars (\$2,500.00). Total ARV ("Approximate Retail Value") of each Grand Prize: Two thousand five hundred dollars (\$2,500.00).

Each winner will receive their prizes via physical mail sent to the address provided by such winner during registration approximately 4-6 weeks after such winner has been confirmed as a winner.

**IF WINNER IS UNABLE TO ACCEPT THE PRIZE WITHIN THE TIMELINE SPECIFIED, THE WINNER SHALL FORFEIT THE PRIZE IN ITS ENTIRETY AND AN ALTERNATE WINNER WILL BE SELECTED, TIME PERMITTING, BASED ON THE CRITERIA DESCRIBED ABOVE IN RULE 6.**

Sponsor is not responsible for any circumstances that make it impractical or impossible to fulfill all elements of the Grand Prize; Sponsor's only obligation will be to provide the remaining elements, if any, of the prize. By entering this Sweepstakes and accepting the prize, the prize 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. Prize winner understands and agrees that Sponsor has the right, in its sole discretion, to disqualify and remove the prize winner and/or his/her guest(s) from any activity at any time if the prize winner and/or his/her 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.

The total ARV of all Grand Prizes awarded in this Sweepstakes is seven thousand five hundred dollars (\$7,500.00). Any difference between the stated ARV and actual value of prize will not be awarded in any form. Prizes are non-transferable, and no prize substitutions or cash redemptions are allowed except by Sponsor in its sole discretion, or as otherwise provided herein. Sponsor may substitute a prize (or portion thereof) of equal or greater value if an advertised prize (or portion thereof) becomes unavailable for any reason.

**All income taxes on prizes are the winners' sole responsibility. WINNERS WILL BE ISSUED AN IRS FORM 1099 FOR THE VALUE OF THE PRIZE.** All prizes will be awarded provided they are claimed properly in accordance with these Official Rules.

**8. Verification/Prize Claim:** Prize Winners must provide positive identification specified by Sponsor to claim or participate in a prize. Each Prize Winner will be required to sign and return an Affidavit of Eligibility, Liability Release, where permitted by law, a Publicity Release and may be required to pass, at the sole discretion of Sponsor, a federal background check, without additional compensation, within seven (7) business days of notification or the prize will be forfeited and awarded to an alternate winner, time permitting, in a random drawing from among all remaining entries. If prize notification is returned as undeliverable, or if Sponsor, in its sole discretion, deems a potential winner ineligible to receive a prize for any reason, the corresponding prize will be forfeited and awarded to an alternate winner, time permitting, in a random drawing from among all remaining entries. Sponsor's decisions will be final, binding and non-appealable in all matters relating to this Sweepstakes.

**9. Limitations on Liability:** By entering, each entrant agrees to abide by the terms of these Official Rules and by the decisions of the Sponsor, and agrees to indemnify, release, defend and hold harmless the Sponsor, its parent company, subsidiaries, affiliates and agencies, and the officers, directors and employees of each of the foregoing (collectively, the "Released Parties"), from and against any and all liability for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury (including without limitation emotional distress) and/or death, publicity rights, defamation or invasion of privacy or merchandise delivery arising from or in connection with participation in the Sweepstakes or the acceptance, possession and/or use/misuse of a prize (if awarded to him/her) or his/her participation in prize-related activities (if applicable), including but not limited to travel related thereto.

By accepting a prize, each Winner agrees that any liability concerning or arising out of his/her prize rests solely with the common carrier on which each Winner has 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, each 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.

**10. Consent to Publicity:** By accepting a prize, each winner and guest(s) further consent to Sponsor's use of his/her name, voice, statements and/or likeness for advertising, promotion, public relations or trade purposes in commerce and in any media worldwide without limitation or additional compensation or notice, unless prohibited by law.

**11. Disputes/Venue/Governing Law:** By participating, entrants agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with, this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal, state or local court located in the State of Illinois; (b)

any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (c) to the extent allowed by applicable law, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental and/or consequential damages and/or any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants' rights and obligations, or the rights and obligations of the 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 Illinois or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than Illinois.

**12. Personal Information:** All personal information collected from entrants in connection with participation in this Sweepstakes will be used only as provided in Sponsor's Privacy Policy, available at <http://www.beamsuntory.com>.

**13. Winners List:** For a list of the named Winners, please visit [www.NCPinnacleSweeps.com](http://www.NCPinnacleSweeps.com) after October 14, 2021

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

**Enjoy Responsibly.**

Pinnacle® Vodka, 40% Alc./Vol. Distilled from Grain, ©2021 Fielding & Jones, Ltd., Frankfort, KY, USA