

LUNAZUL TEQUILA® 15th Anniversary \$15,000 Giveaway SWEEPSTAKES PROMOTION
2023 OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. NO CONSUMPTION OF ALCOHOL IS REQUIRED TO PARTICIPATE. MESSAGE AND DATA RATES MAY APPLY IF ENTERING VIA MOBILE DEVICE.

- 1) **ELIGIBILITY:** The LUNAZUL TEQUILA® 15th Anniversary \$15,000 Giveaway Sweepstakes (“Promotion”) is open only to legal residents of the United States, excluding MD, NY, RI, and VT who are 21 years of age or older at the time of entry. Employees, directors, agents and officers of Sponsor, Tierra de Agaves, S. DE R.L. DE C.V., participating vendors (if any), alcohol beverage retailers, alcohol beverage distributors, their respective parent companies, affiliates, and subsidiaries, and their respective participating advertising, promotions, and public relations agencies as well as members of their immediate families and/or those living in the same household as such individuals are not eligible to enter. The Promotion is (a) governed by these Official Rules, (b) void where prohibited or restricted by law, and (c) subject to all applicable federal, state, and local laws and regulations. By entering, you agree that you have read and consent to be bound by these Official Rules and Sponsor’s privacy policy, available [here](#). Eligibility is conditioned on the acceptance of these Official Rules and Sponsor’s privacy policy at time of entry.
- 2) **HOW TO ENTER:** The Promotion begins on Friday, September 1st, 2023, at 12:00:00 AM Eastern Time (“ET”) and ends on Tuesday, October 31, 2023, at 11:59:59 PM ET (“Promotion Period”) and is designed to give eligible entrants the opportunity to win Prizes in accordance with these Official Rules. The Sweepstakes Website (defined below) is the official time keeping device for this Promotion. There are three (3) ways to enter:
 - a) **QR Code:** Using your smart phone or other web-enabled device with a data plan, an entrant must scan the Sweepstakes quick response code (“QR Code”) featured on signs or promotional materials in participating stores with the QR reader application already installed on your device. Once the QR Code is scanned, the entrant will be directed to <https://www.lunazultequila.com/officialrules> where entrant will click on the proper link to complete the entry form. The entrant must follow the online instructions to complete submission of his/her entry by completing all required information within the entry form including without limitation a valid e-mail address, full name, phone number (including area code), postal code for state of residence, gender, and date of birth. Upon receipt of all information including valid state and date of birth, an entrant will automatically receive one (1) entry into the Sweepstakes (“QR Code Entry”). Only QR Code Entries that were scanned combined with completion of the online form will be accepted as a valid Entry. A complete QR Code Entry must be received by Sponsor or its authorized designee within the Promotion Period. **NOTE:** Proof of scanning QR Codes does not constitute proof of completion or submission of an Entry.

IMPORTANT: By scanning the QR Code, you are consenting to receive up communication per entry regarding the Promotion. Consent is not a condition of entry. Your submission of the online form is your electronic signature agreeing to these Official Rules and to giving electronic written consent. Participants must have a smart phone or other web-enabled device with a data plan to enter by scanning the QR Code. Participants entering this Promotion via QR Code may incur a standard data charges from their wireless service provider. Check with your wireless service provider for details on these and any other applicable charges. Participants are solely responsible for any such wireless charges. Not all wireless carriers participate.

- b) **Online Entry:** Visit <https://www.lunazultequila.com/officialrules> (“Sweepstakes Website”) during the Promotion Period, click on the proper link to complete the entry form, and follow the onscreen instructions to complete all required information within the entry form, including without limitation, a valid e-mail address, full name, phone number (including area code), postal code for state of residence,

gender, date of birth. After having read and agreed to these Official Rules, click the submit button to submit your online entry (each a "Online Entry").

- c) **Mail-in:** An eligible entrant may hand write his/her complete name (no initials), valid email address, street address (P.O. Boxes not accepted), city, state, ZIP code, telephone number, and date of birth (MM/DD/YYYY) on a 3½" x 5" card ("Mail-In Entry") and mail it with sufficient postage to: LUNAZUL TEQUILA® 15th Anniversary \$15,000 Giveaway Sweepstakes, 4500 Bowling Blvd, Louisville, KY 40207 Ste 300, to be postmarked within the Promotion Period and received within seven (7) days after the end of the Promotion Period. Each Mail-In Entry must be mailed separately in a hand-addressed, stamped envelope. No responsibility is assumed by Sponsor for lost, late, illegible, incomplete, mutilated, stolen, postage-due or misdirected mail. No photocopied or mechanically reproduced entries will be accepted. Mail-In Entries must be legibly hand written. Mechanical reproductions, postage-due Mail-In Entries, or Mail-In Entries sent in excess of the entry limit set forth below will not be accepted. Mail-In Entries received without a verifiable and legible return address will be deemed incomplete and not valid entries.

Limit one (1) entry per person per day during the Promotion Period, regardless of method of entry.

Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected entries, all of which are void. Each potential winner may be required to show proof of being the authorized individual account holder of the account associated with the winning entry. It is solely the responsibility of the participant to notify Sponsor in writing if he/she changes his or her mobile phone number or contact information during the Promotion Period. Proof of submitting an entry does not constitute proof of delivery or entry. All entries become the property of Sponsor and will not be returned to participant. Use of multiple phone numbers, email addresses and/or mailing addresses, and/or the manipulation of such information, for the purpose of obtaining more than the stated number of entries, is prohibited and such persons will be disqualified, and all entries deemed invalid, and any prize won shall be forfeited. Sponsor's computer is the official Promotion clock. **Message and data rates may apply for entries submitted via mobile devices.**

- 3) **RANDOM DRAWING(S):** Within 30 (30) days after the end of the Promotion Period, one (1) potential winner(s) will be selected in a random drawing from among all eligible entries received during the Promotion Period. Drawing(s) will be conducted by Sponsor's representative or designee, whose decisions shall be final and binding in all respects. The Potential winner will be contacted by mail, phone or email, at Sponsor's sole discretion, and will be asked to confirm or provide the necessary information (such as first and last name, date of birth, email address, mailing address, and/or phone number) to Sponsor.
- 4) **PRIZE(S):** There will be one (1) Prize, consisting of: \$15,000 USD in form of check. Approximate retail value ("ARV") of the Prize: \$15,000. Total ARV of the Prize: \$15,000. Odds of winning a Prize depend on the number of eligible entries received during the Promotion Period. Any Prize details not specified above will be determined by Sponsor in its sole discretion.
- 5) **CONDITIONS OF PARTICIPATION:** Prize is not transferable. Taxes on Prize are sole responsibility of winner. No Prize substitutions or cash redemptions allowed, except by Sponsor, who may substitute a Prize of equal or greater value if advertised Prize becomes unavailable. Winner and Guests must travel on the same itinerary and all travel must occur in conjunction with the date of the scheduled concert. Sponsor shall not be held responsible for any delays in awarding the Prize or any component thereof for any reason. Winner acknowledges that upon acceptance of the Prize, Winner agrees any tickets awarded as a component of the Prize are subject to the terms, conditions, and policies applicable to the ticket; including, but not limited to those relating to health and safety and Sponsor has no liability to award an alternate component if such terms, conditions and policies are not met. Sponsor is not responsible for any damage, loss, or mutilation of event tickets awarded to Winner or for any occurrences beyond its control. Winner acknowledges and agrees that any gift cards awarded in connection with the Prize may be subject to the terms, conditions, and policies of the card issuing entity and Sponsor has no liability to award an alternate component if such terms,

conditions, and policies are not met. Winner and Guests must be twenty-one (21) years of age or older and must abide by all policies, terms, and conditions of all prize providers. Unused components of the Prize shall have no redeemable cash value. Entry into this Promotion constitutes entrant's agreement to be bound by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this Promotion. Potential Prize winner may be required to sign and return an Affidavit of Eligibility/Liability & Publicity Release within forty-eight-four (48) hours following the date of first attempted notification. Failure to comply within this time period may result in disqualification and selection of an alternate winner. In the event that any prize notification message is returned as undeliverable or if no response to the prize notification message is received within the time period stated or if the potential winner is found ineligible or does not comply with these Official Rules, the Prize may, in the Sponsor's sole and absolute discretion, be forfeited and awarded to an alternate winner selected at random from among remaining eligible entries. If the confirmed winner forfeits the Prize for any reason after confirmation, no alternate winner will be selected. In no event will more than one (1) Prizes be awarded. If, for any reason, more than one (1) prize notification is sent (or more than one (1) claim is received) per prize, Sponsor reserves the right to award the prize through a random drawing from among all eligible prize claims received. As a condition of entry, entrants agree that (1) the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram, or Twitter; and (2) any questions, comments or complaints regarding the Promotion will be directed to Sponsor, not to Facebook, Instagram, or Twitter. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. Each potential winner may be subject to a background check before the prize is awarded. Sponsor reserves the right to disqualify a potential winner based on the results of such background check if Sponsor determines in its sole discretion that awarding the Prize to any such individual might reflect negatively on the Sponsor. By accepting Prize, each entrant agrees to allow Sponsor the right to use his/her name, photo and likeness, voice recording, video images and all related footage, and statements for Promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered worldwide including but not limited to television (including live television), radio, Internet, without notice, review or approval and without additional compensation except where prohibited by law.

Winner acknowledges that in the event of Sponsor's inability to award the Prize or any portion thereof due to natural disaster, epidemic, work stoppage, strike, riot, act of terrorism, governmental action, severe weather, civil commotion, directly or indirectly caused by unexpected travel advisories and restrictions as to health, including quarantines, as a result of the Coronavirus (COVID-19), or other events beyond the control of Sponsor, no Prize will be awarded to Winner, with Sponsor having no liability under any legal theory. Notice of such action by Sponsor will be communicated to Winner as soon as possible.

- 6) **RELEASE:** By participating in the Promotion, entrants and winners agree to release Sponsor, Tierra de Agaves, S. DE R.L. DE C.V., participating vendors (if any), and each of their respective parent companies, subsidiaries, affiliates, related companies and advertising, promotion and public relations agencies, and each of their respective officers, directors, employees and agents ("Released Parties") from any and all liability, loss or damage of any kind arising out of or in connection with their participation in this Promotion or with respect to awarding, receipt, possession, use and/or misuse of any Prize. The Released Parties not responsible for any typographical or other error in the printing of the offer, administration of the Promotion, or in the announcement of the prize. An entrant may be prohibited from participating in this Promotion if, in Sponsor's sole discretion, it reasonably believes that the entrant has attempted to undermine the legitimate operation of this Promotion by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other entrants, Released Parties, or associated agencies or entities.
- 7) **DISPUTES:** Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Promotion or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the Commonwealth of Kentucky. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in

connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky, without giving effect to any choice of law or conflict of law or conflict of law rules (whether of the Commonwealth of Kentucky or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Kentucky.

- 8) **ELIMINATION:** Any false information provided within the context of the Promotion by any entrant concerning identity, postal address, telephone number, ownership of right or noncompliance with these Official Rules or the like may result in the immediate elimination of the entrant from the Promotion.
- 9) **WAIVER:** Entrants hereby waive all rights to: (i) claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of-pocket costs; and (ii) have damages multiplied or otherwise increased.
- 10) **LIMIT OF LIABILITY:** Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion via mobile phone or otherwise. If, for any reason, the Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, act of God, or any other causes which corrupt or otherwise affect the administration, security, fairness, integrity, or proper conduct of this Promotion, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion or any portion thereof at any time, and for any reason without further obligation or advance notice. Sponsor reserves the right, but does not have any obligation, to select winners from eligible entries received as of the termination date. Sponsor further reserves the right to disqualify any individual who tampers with the entry process or the operation of the Promotion or acts in violation of these Official Rules or in an unsportsmanlike or disruptive manner.
- 11) **CAUTION:** Any attempt by an entrant to deliberately damage any associated website or undermine the legitimate operation of the Promotion is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such entrant to the fullest extent of the law.
- 12) **SEVERABILITY:** If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.
- 13) **WINNERS' LIST:** For a copy of the winners' list, send a self-addressed, stamped envelope postmarked by 10/18/2023 to Heaven Hill Sales Co., P.O. Box 563, Bardstown, KY 40004, Attention LUNAZUL TEQUILA® 15th Anniversary \$15,000 Giveaway Sweepstakes Winner's List Request.
- 14) **SPONSOR:** Heaven Hill Sales Co., 1064 Loretto Rd., Bardstown, KY 40004.