

VT DLC NOVEMBER 2021 RARE SPIRITS SWEEPSTAKES OFFICIAL GUIDELINES

1. Eligibility: This Sweepstakes ("Sweepstakes") **provides for the retail sale** of the following rare or unusual beverage alcohol products: Old Fitzgerald 11YR B/B, Eagle Rare Bourbon 17YR, Michter's 10YR Single Barrel Bourbon, Pappy Van Winkle 10YR Bourbon, Pappy Van Winkle 15YR Bourbon, Pappy Van Winkle 20YR Bourbon, E.H. Taylor Jr. Warehouse C, Pappy Van Winkle 12YR Bourbon, William Larue Weller Bourbon, Parkers Heritage Collection #15 Heavy Char, Kentucky Owl Straight Rye 10YR Batch #4, Thomas H. Handy Rye Whiskey, Sazerac Kentucky Straight Rye 18YR, Old Forester 2021 Birthday Bourbon. All products are 750ml size.

The Sweepstakes is open only to individuals who sign up at the online Sweepstakes page who are at least 21 years old at the time of entry and who are legal residents of Vermont, USA holding a valid operator's license, valid non-driver identification card, or valid enhanced driver's license, which has been issued by the State of Vermont, or a United States military identification card, valid passport card or valid passport, which demonstrates Vermont residency, all of which bear the participant's photograph and signature, name, date of birth, and expiration date ("Valid Identification"). Individuals who sign up at the online Sweepstakes page are severally referred to in these Guidelines as "You" or "you." You certify that you are at least 21 years old at the time of your entry and are accessing the Sweepstakes page from a computer or other device then physically located within the territorial boundaries of the state of Vermont. Members of the Board of Liquor and Lottery, employees of the State of Vermont Department of Liquor and Lottery, Division of Liquor Control ("DLC"), employees of DLC's contracted advertising and promotion agencies and employees of DLC's suppliers, and the immediate family members and/or those living in the same household of each, are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws. Void where prohibited.

2. Agreement to Guidelines: You agree to be fully unconditionally bound by these Guidelines. In addition, you agree to accept the decisions of DLC, as final and binding as it relates to the content.

3. Sweepstakes Period: Entries will be accepted online starting on or about November 22, 2021, at 9:00 AM and ending December 5, 2021, at 11:59 PM. All online entries must be received by December 5, 2021, at 11:59 PM. All times are (GMT-05:00) Eastern Time (US). Drawings will be held on December 6, 2021.

4. How to Enter: The Sweepstakes must be entered by requesting a Sweepstakes "ticket" using the online form provided on this site. The entry must fulfill all Sweepstakes requirements, as specified, to be eligible to win a prize of the opportunity to purchase one product. Entries that are not complete or do not adhere to these Guidelines may be disqualified at the sole discretion of DLC. The cost of each ticket for this Sweepstakes is free. You may only enter one time for each product in the Sweepstakes, and you must fill in the information requested. If you use fraudulent

methods or otherwise attempt to circumvent these Guidelines, your submission may be removed from eligibility at the sole discretion of DLC.

5. Prizes: The approximate retail value of all prizes is \$0. The prizes are **opportunity to purchase one bottle** of the beverage alcohol identified above per entrant at the retail prices of \$109.99, \$99.99, \$139.99, \$69.99, \$119.99, \$199.99, \$69.99, \$79.99, \$99.99, \$139.99, \$299.99, \$99.99, \$99.99 and \$151.99 in respect to the listing shown above in Number 1. You are not guaranteed to win a prize and your chance of winning is dependent on the total number of eligible entries received. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by DLC. No cash or other prize substitution permitted except at DLC's discretion. The prize is nontransferable. Any-and-all prize related expenses, including without limitation any and all federal, state, and local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Acceptance of prize constitutes permission for DLC to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds: The odds of winning depend on the number of Sweepstakes entries you submit, and the number of eligible entries received.

7. Winner selection and notification: Winners of the Sweepstakes will be selected in a random drawing under the supervision of DLC. Winners may only win one time across all products in this Sweepstakes. Drawings will be held in the product order listed on the 802Spirits website (<https://802spirits.com/sweepstakes>). Once a winner has been selected, they become ineligible for subsequent drawings. Winners will be notified via e-mail to the e-mail address they entered the Sweepstakes with within three (3) days following the winner selection. Winner must reply to the winner notification email within three (3) days to confirm acceptance to purchase prize. Product will be shipped by DLC within fourteen (14) days after such notice to the contracted sales agency (e.g., Vermont Liquor Agency) designated by the winner. Each winner must personally appear at, and present their Valid Identification to, the agency **when purchasing the spirits** designated in his/her Sweepstakes win notification. Such purchase is subject to these Guidelines and all applicable Vermont statutes, regulations and policies governing the retail sale of beverage alcohol. DLC shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within 15 days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be awarded to another entrant. The receipt by winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL GUIDELINES BY ANY WINNER (AT DLC'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by you: By entering this Sweepstakes, you agree that DLC and its officers, employees licensees, agents, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Sweepstakes, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

9. Terms: DLC reserves the right, in its sole discretion to cancel, terminate, modify, or suspend the Sweepstakes should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, the DLC may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by DLC. DLC reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these Guidelines. DLC has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void entries for any reason, including, but not limited to entries from individuals not at least 21 years old at the time of entry; entries from a computer or other device located outside the territorial boundaries of the state of Vermont; or an individual's use of bots, macros or scripts or other technical means for entering. Any attempt by a person to deliberately damage any web site or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws and should such an attempt be made, DLC reserves the right to seek damages from any such person to the fullest extent permitted by law. By entering the Sweepstakes, you agree to receive email newsletters periodically from DLC. You may opt-out of receiving this communication at any time by clicking the unsubscribe link in the newsletter.

10. Limitation of Liability: By entering the Sweepstakes, you agree to release and hold harmless State of Vermont and its employees, officers, directors, contracted advertising and promotion agencies, representatives, contracted sales agents, successors and assigns from any and all liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from any circumstance, including: (i) your participation in the Sweepstakes and/or your acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; and (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

11. Disputes: THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE STATE OF VERMONT, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of

participating in this Sweepstakes, you agree that any and all disputes which cannot be resolved between the parties and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before the Vermont Superior Court, Civil Division, Washington Unit. Further, in any such dispute, under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim punitive, incidental, consequential or any other damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this Sweepstakes), and you further waive all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the State of Vermont Web Site. Read the Privacy Policy here:

<https://www.vermont.gov/policies/privacy>