

**PERNOD RICARD USA COCKTAILS & COASTLINES SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE ODDS OF WINNING. OPEN TO LEGAL RESIDENTS OF PENNSYLVANIA WHO ARE 21 OR OLDER. VOID OUTSIDE PENNSYLVANIA AND WHERE RESTRICTED OR PROHIBITED.

1. **ELIGIBILITY.** The Pernod Ricard USA COCKTAILS & COASTLINES SWEEPSTAKES (“Sweepstakes”) is open to legal residents of PENNSYLVANIA who are 21 years of age or older as of the start date of the Sweepstakes. Directors, officers, employees, agents and representatives of Pernod Ricard USA, LLC of 250 Park Avenue, New York, NY 10177 (“Sponsor”), Arrowhead Promotion & Fulfillment Co., Inc., with offices at 1105 SE 8th Street, Grand Rapids, MN 55744 (“Administrator”), and each of their respective parent, sister, affiliates, subsidiaries, advertising and promotional agencies, and all other corporations, partnerships, sole proprietorships or other legal entities or individuals associated with the development, administration, or fulfillment of this Sweepstakes (collectively with Sponsor, Promotional Participant, and Administrator, the “Released Parties”), and the immediate families of such persons (defined as spouse, child, sibling, parent or grandparent or “step” or “half” variations of any of the preceding individuals, regardless of where they live), and those living in their same households, whether or not related, are not eligible to enter, win or collect prizes in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, municipal, and local laws and regulations.
2. **SWEEPSTAKES PERIOD.** The Sweepstakes will start at 12:00:01 AM Eastern Time (“ET”) on May 31, 2021 and end at 11:59:59 PM ET on June 27, 2021 (the “Sweepstakes Period”).
3. **HOW TO PARTICIPATE. NO PURCHASE NECESSARY.** There are two (2) ways to enter into the Sweepstakes:
 - a. **Text Messaging:** To enter via the text messaging method of entry, an eligible entrant must text the keyword **SUMMER21** to **73876** using a two-way text messaging capable device. Once an eligible entrant has completed the foregoing, he/she will have earned one (1) entry into the Sweepstakes’ random drawing.

Entrants who use text messaging to enter will be charged according to their carriers' standard messaging and data rates and entrants should contact their carriers for pricing details. Text messaging may not be available through all wireless carriers. Standard text messaging rates and Internet data rates may apply and Released Parties are not responsible for any fees incurred by participating in this Sweepstakes. All text messages must be received by June 27, 2021 at 11:59:59 PM ET to be eligible for the random drawing. Text “STOP” to 73876 to stop. Text “HELP” to 73876 for help.
 - b. **Online Entry:** To enter via the online method of entry, visit SipSummerBeachPA.com (“Website”), and follow the onscreen instructions for completing all required entry fields on the online entry form. Once you have completed the entry form, and have agreed to these Official Rules, click “submit” to be entered into the Sweepstakes’ random drawing. All online entries must be submitted by June 27, 2021 at 11:59:59 PM ET to be eligible for the random drawing.

Released Parties will not acknowledge or confirm receipt of any entries, regardless of entry method used. Released Parties are not responsible for Internet provider or cellular carrier or cell tower glitches or outages that result in the non-receipt of any participants’ entry attempts. Released Parties are not responsible for entries that are garbled, corrupted, or otherwise unascertainable or incomprehensible.

Limit one (1) entry per entrant per day, regardless of the method of entry. Only one (1) individual cellular telephone number per Entrant may be used in connection with this Promotion. Any person who attempts to participate by using multiple cellular telephone numbers, multiple identities, or by using any device or artifice to participate in violation of the terms stated in these Official Rules, may be disqualified by Sponsor in its sole discretion. Any use of robotic, repetitive, automatic, programmed or similar participation methods or agents will void such participation in the Sweepstakes. In the event of a dispute over who is an entrant or who an entry corresponds to, the authorized subscriber of the e-mail account or cellular number used to enter the Sweepstakes of the actual time that such information was received by Sponsor, will be deemed to be the entrant. The "authorized subscriber" is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization (e.g. business, education, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address, or the company who assigned the telephone number associated with a text entry. In the event of a dispute over who is an entrant or who an entry submitted through the text message method corresponds to, the authorized cellular telephone service account linked to the cellular telephone number used to enter the Sweepstakes as of the actual time that such information was received by Sponsor, will be deemed to be the Entrant. Released Parties may require an entrant to show proof of being the authorized account holder or the authorized cellular telephone or account holder. Entrants may be required to indicate their acceptance to the Official Rules where indicated at the time of registration; *provided, however*, that any entrant's participation in the Sweepstakes constitutes, and is deemed, such Entrant's full and unconditional agreement to the Official Rules and any and all decisions of Released Parties, which are final and binding in all respects.

4. **WINNER SELECTION AND NOTIFICATION.**

Winner Selection: There will be a total of one (1) Grand Prize Winner ("Grand Prize Winner") in the Sweepstakes, as determined by a random drawing (the "Random Drawing") to be conducted by Administrator from among all eligible entries received during the entire Sweepstakes Period. The Random Drawing will take place on or about June 30, 2021. All decisions of Sponsor and Administrator are final and binding in all respects. All entries are subject to verification, confirmation and compliance with the Official Rules. Odds of winning depend on the number of eligible entries received during the Sweepstakes Period.

Winner Notification: Sponsor or Administrator will attempt to notify each potential Prize Winner of his/her winning status via the telephone number, and/or e-mail address provided in connection with the Prize Winner's entry on or about the day of the Random Drawing, at Sponsor's discretion. Each potential Winner must respond within **forty-eight (48)** hours of notification attempt. Failure to respond to notification within the stated time will result in forfeiture of the Prize. Awarding of any Prize is subject to verification of potential Winner's eligibility and full compliance with these Official Rules. Except where prohibited, the selected potential Winner may be required to complete and return to Sponsor or its designated agent an Affidavit of Eligibility and a Liability/Publicity Release Form ("Prize Release Forms") within five (5) days of receiving the Prize Release Forms. Failure to return the signed Prize Release Forms within five (5) days following the date of delivery thereof may result in forfeiture of the Prize. If a potential Winner cannot be contacted as specified above, or if he/she fails to return the signed Prize Release Forms by the deadline specified above, **or if a potential winner is deemed ineligible for any other reason in Sponsor's sole discretion, the potential Winner will be disqualified and an alternate Winner may be randomly selected in his/her place from among all remaining eligible entries, time permitting.**

5. **PRIZE AND APPROXIMATE RETAIL VALUE.** One (1) Grand Prize – A Round Trip for Two to a Beach location of the winners choice within the continental United States of America for 5 days 4 nights including double

occupancy Hotel in the selected city, Coach Airfare, Ground Transfers, Meal Vouchers, and gift card for spending. ARV: \$6,000.00. Total ARV of all Prizes: \$6,000.00. Prizes are non-substitutable, non-transferable and not redeemable for cash. Sponsor may substitute a Prize for one of equal or greater value at Sponsor's sole discretion. The Grand Prize Winner is solely responsible for any and all applicable fees and taxes associated with receipt and use of the Grand Prize and Sponsor will provide the Grand Prize Winner with an IRS Form 1099 reflecting the actual final retail value of the Grand Prize, or such other governmental tax forms that may be necessary, as determined in the sole discretion of Sponsor. No prize may consist of or be used to purchase an alcoholic beverage.

6. **Entry Conditions and Release:** By entering, each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless the Released Parties from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance or use or misuse of prize and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to an entrant's participation in the Sweepstakes and/or entrant's acceptance, use or misuse of Prize.
7. **Privacy Policies and Data Collections:** Information provided by you for this Sweepstakes on the entry form, including a receipt, is subject to Sponsor's Privacy Policy: <https://www.pernod-ricard.com/en/pernod-ricard-online-privacy-policy/>. By entering this Sweepstakes, each entrant agrees that the Sponsor and/or Administrator has the right to contact the entrant by phone, direct message, or email accounts provided on the Entry Form to administer and fulfill this Sweepstakes.
8. **General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction or if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select the Grand Prize Winners in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Only the type and quantity of prizes described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in

accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

9. **Limitations of Liability:** The Released Parties as set forth above are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any Prize. If for any reason an entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, provided that if it is not possible to award another entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the Prizes offered herein. Entrant further agrees and acknowledges that Sponsor reserves the right to forfeit or award any unclaimed or leftover Prize at its sole discretion. If for any reason the Sweepstakes is not capable of running as planned, including without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right, at its sole discretion to cancel, suspend, modify or terminate the Sweepstakes.
10. **Disputes/Governing Law:** Entrants agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, other than those concerning the administration of the Sweepstakes or the determination of winner, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate New York State Court; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual 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, or the rights and obligations of the entrant and Sponsors in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.
11. **Winner's List/Official Rules:** For the name of the Grand Prize Winner ("Winner's List") and/or a copy of these Official Rules (rules are also available at SipSummerBeachPA.com) send a self-addressed stamped envelope to: "Pernod Ricard USA COCKTAILS & COASTLINES Sweepstakes c/o Arrowhead Promotion & Fulfillment, Co., Inc., 806 SE 18th Ave, Grand Rapids, MN 55744. Winner's List will be sent out after 7-14 DAYS AFTER SWEEPSTAKES ENDS. Please note on the front, left-hand corner of your outer envelope whether you are requesting "Official Rules" or the "Winner's List."

12. **Sponsor:** Pernod Ricard USA, LLC, 250 Park Avenue, New York, NY, 10177.

Enjoy Our Quality Responsibly.

© 2021 Imported by Pernod Ricard USA, New York, NY

Abbreviated Rules:

No purchase necessary to enter or win. Sweepstakes open only to legal residents of Pennsylvania 21 years of age or older. Void where prohibited by law. All local, state and federal laws apply. Alcoholic beverages are not included as a part of any prize. Sweepstakes begins at 12:00:01 a.m. EST May 31, and ends at 11:59 p.m. EST June 27. For directions on how to enter and for official rules, visit SipSummerBeachPA.com or text SUMMER21 to 73876. Message and data rates may apply.