

**THE HORNITOS® YOUR HOLIDAY SWEEPSTAKES**  
**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.**

**THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY, OR ASSOCIATED WITH VENMO OR PAYPAL, INC.**

The Hornitos® Your Holiday Sweepstakes ("Sweepstakes") is sponsored by Jim Beam Brands, Co. ("Sponsor"), 222 West Merchandise Mart Plaza, Chicago, IL 60654 and is administered by Prize Logic, LLC, ("Administrator"), Two Towne Square, Suite 200, Southfield, MI 48076.

1. **SWEEPSTAKES PERIOD:** The Sweepstakes begins on October 17, 2022 at 12:00 PM Eastern Time ("ET") and ends on December 31, 2022 at 11:59:59 PM ET ("Sweepstakes Period"). The Administrator's computer is the Sweepstakes official clock.
2. **ELIGIBILITY:** This Sweepstakes is open only to legal residents of Alabama, Idaho, Iowa, Michigan, Mississippi, Montana, New Hampshire, North Carolina, Ohio, Oregon, Pennsylvania, Virginia, and Wyoming who are at least twenty-one (21) years old at the time of entry. Employees of Sponsor, Administrator, Sponsor's promotional partners, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Sweepstakes Entities") and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. Employees, agents and officers of alcohol beverage retailers and distributors and their immediate family members and all other individuals/entities associated with this Sweepstakes are not eligible to enter or win. All federal, state, and local laws apply. Void where prohibited or restricted by law.

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. For purposes of the Sweepstakes, an entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical address or e-mail address.

3. **HOW TO ENTER THE SWEEPSTAKES:** During the Sweepstakes Period, there are two (2) ways to enter:
  - A. **Text Message:** Using an SMS-enabled mobile device, an entrant must send a text message to the short code "25552" ("Short Code") stating the keyword "HORNITOS" ("Keyword"). Once the text message is received, the entrant will be sent a reply text message asking the entrant to submit his/her valid date of birth. Entrant will then be asked to submit his/her valid Zip Code. Entrant will then be asked for his/her phone number associated with his/her Venmo account. Entrant will then be asked to agree to these Official Rules. Upon receipt of a valid date of birth, Keyword, Zip Code, phone number associated with his/her Venmo account, and agreement to these Official Rules, an entrant will automatically receive one (1) entry into the grand prize drawing and one (1) entry into the applicable pool for his/her state of residence (each a "Pool") and one (1) entry into the grand prize drawing (each a "Text Message Entry"). There are seven (7) total Pools, one (1) for each eligible state. Only Text Message Entries to the Short Code with the valid Keyword, entry code, and date of birth will be accepted as a valid Text Message Entry. See Section 6 ("How to Claim a

Prize”) regarding how potential winners will be notified. All Text Message Entries must be received by Sponsor or its authorized designee by 11:59:59 PM ET on December 31, 2022. NOTE: Proof of text message submission does not constitute proof of delivery or receipt of the text message.

**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. By texting the Keyword to the Short Code, you provide to the Sponsor and Administrator your express written consent for you to receive text messages using automated technology in response to your entry related to the Sweepstakes. Consent to receive text messages is not required or a condition of any purchase. An entrant may, at any time, choose to stop participating in this Sweepstakes by sending an opt-out text message stating “STOPHORNITOS” to the Short Code. If an entrant sends an opt-out text message, he/she will be sent a reply text message, which will confirm that he/she has been unsubscribed and will receive no further text messages. For help, text the word “HELPHORNITOS” to the Short Code. Each Text Message Entry must be manually key-stroked/entered by the entrant.

- B. **Mail-In Entry:** An eligible entrant may hand-write his/her complete name (no initials), valid e-mail address, street address (P.O. Boxes not accepted), city, state, ZIP code, telephone number associated with his/her Venmo account, and date of birth (MM/DD/YYYY) on a 3½”x5” card (“Mail-In Entry”) and mail it with sufficient postage to: The Hornitos@ Your Holiday Sweepstakes, P.O. Box 251328, West Bloomfield, MI 48325. All Mail-In Entries must be postmarked no later than December 31, 2022, and received on or before January 10, 2023, in order to be eligible. Entrant will receive one (1) entry into the grand prize drawing and one (1) entry into the Pool based on his/her state of residence.

Mail-In Entries must be legibly hand-written. Mechanical reproductions, postage-due, Mail-In Entries mailed in an envelope or sent in excess of the entry limits 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.

**Entry Limit:** Regardless of the method of entry, there is a limit of one (1) entry into the Grand Prize and one (1) entry into the respective Pool per person per day during the entire Sweepstakes Period. If more than one (1) Grand Prize entry and one (1) Pool entry is received from the same person, telephone number and/or e-mail address in a single day, only the first entry received may be considered valid. A “day” is defined as starting at 12:00 AM (midnight) ET and ending at 11:59:59 PM CT on a calendar day during the Sweepstakes Period, except on October 17, 2022 when a day is defined as starting at 12:00 PM ET and ending at 11:59:59 PM ET.

- 4. **RANDOM DRAWING:** On or about January 11, 2023, the Administrator will randomly select five (5) potential winners from all eligible entries received in the grand prize drawing and five hundred (500) potential first prize winners from all eligible entries received in the Alabama Pool, two hundred fifty (250) potential first prize winners from all eligible entries received in the Idaho Pool, two hundred fifty (250) potential first prize winners from all eligible entries received in the Iowa Pool, seven hundred fifty (750) potential first prize winners from all eligible entries received in the Michigan Pool, two hundred fifty (250) potential first prize winners from all eligible entries received in the Mississippi Pool, two hundred fifty (250) potential first prize winners from all eligible entries received in the Montana Pool, two hundred fifty (250) potential first prize winners from all eligible entries received in the New Hampshire Pool, five hundred (500) potential first prize winners from all eligible entries received in the North Carolina Pool, seven hundred fifty (750) potential first prize winners from all eligible entries received in the Ohio Pool, five hundred (500) potential first prize winners from all eligible entries

received in the Oregon Pool, seven hundred fifty (750) potential first prize winners from all eligible entries received in the Pennsylvania Pool, five hundred (500) potential first prize winners from all eligible entries received in the Virginia Pool, and two hundred fifty (250) potential first prize winners from all eligible entries received in the Wyoming Pool, for a total of five thousand seven hundred fifty (5,750) potential first prize winners,. Each winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules.

**5. PRIZES, APPROXIMATE RETAIL VALUE (“ARV”), AND ODDS OF WINNING:**

- A. Grand Prizes (5):** Each grand prize is \$5,000 (each a “Grand Prize”). No more than five (5) Grand Prizes will be available in the Sweepstakes. The ARV of each Grand Prize is \$5,000.
- B. First Prizes (5,750 total; 500 in the Alabama Pool, 250 in the Idaho Pool, 250 in the Iowa Pool, 750 in the Michigan Pool, 250 in the Mississippi Pool, 250 in the Montana Pool, 250 in the New Hampshire Pool, 500 in the North Carolina Pool, 750 in the Ohio Pool, 500 in the Oregon Pool, 750 in the Pennsylvania Pool, 500 in the Virginia Pool, and 250 in the Wyoming Pool):** Each first prize is \$10 via Venmo (each a “First Prize”). No more than five thousand seven hundred fifty (5,750) total First Prizes will be available in the Sweepstakes. The ARV of each First Prize is \$10.
- C. Total ARV:** The total ARV of all prizes is \$82,500.
- D. Odds of Winning:** The odds of winning a Grand Prize depend on the number of eligible Sweepstakes entries received during the Sweepstakes Period and the odds of winning a First Prize depend on the number of eligible Sweepstakes entries received for each Pool.
- E. General Conditions: No alcohol will be awarded as part of any prize.** There is a limit of one (1) Grand Prize and one (1) First Prize per person. An entrant may win both a Grand Prize and a First Prize. In no event will more than five (5) Grand Prizes and five thousand seven hundred fifty (5,750) First Prizes, be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received.

In order to receive payment via Venmo, participant must provide participant’s phone number associated with participant’s Venmo account on his/her Mail-In Request. Entrants will not be allowed to change his or her e-mail address, phone number, or account information following an entry. Neither Sponsor nor Administrator are responsible for any undelivered payments because of incorrect account and/or contact information provided by entrant. This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with Venmo or PayPal, Inc. Payment initially will be set to entrant’s default privacy setting. Entrant may change the privacy setting at any time by clicking on the transaction.

- 6. HOW TO CLAIM A PRIZE:** The potential winners are subject to verification of eligibility and compliance with these Official Rules. After the random drawing, Administrator will notify the potential winner via telephone or e-mail at the telephone number or e-mail address provided at the time of entry. The potential Grand Prize winners will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents within five (5) calendar days from the date of attempted notification or his/her prize may be forfeited in its entirety and awarded to an alternate winner, at the Sponsor’s sole and absolute discretion. Failure to provide all required information and a signature on the documents within the stated time period may

result in forfeiture of a winner's right to claim his/her prize, and may result in the prize being awarded to an alternate winner, if time permits. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a prize, the respective prize may be forfeited. If a Prize is forfeited, the prize may be awarded to an alternate Winner, selected in a random drawing from among all remaining eligible entries, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver a Prize, the Prize may not be re-awarded. Upon verification of eligibility, the Grand Prize winner will be contacted to make arrangements for the Grand Prize and each First Prize and Second Prize will be deposited into the Venmo account associated with the e-mail address provided upon winner verification. Any portion of a Prize not accepted by winner will be forfeited. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for his/her prize won. Sponsor will issue an IRS Form 1099-MISC for each Grand Prize winner. All other costs and expenses not expressly set forth herein shall be solely each winner's responsibility. The prizes will only be awarded to verified winners.

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 e-mail, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. Prizes are non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of the prize or force majeure, at Sponsor's sole and absolute discretion. Sweepstakes Entities shall not be held responsible for any delays in awarding a prize for any reason.

- 7. LIMITATION OF LIABILITY:** By participating in this Sweepstakes, entrants agree that the Sweepstakes Entities, PayPal, Inc. and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Sweepstakes; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Sweepstakes Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Sweepstakes,

including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical, administrative, printing, production, computer or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winner. Notice of such cancelation, termination, or modification of the Sweepstakes shall be posted at <http://hornitosyourholidaypromo.com>.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

- 8. DISPUTES: THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR SWEEPSTAKES ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE SWEEPSTAKES PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**
- 9. PRIVACY:** Sponsor's privacy policy is available at <https://www.beamsuntory.com/en/privacy-policy>.

**10. PUBLICITY RIGHTS:** By participating in this Sweepstakes, each entrant agrees to allow the Sponsor and Sponsor's designee the perpetual right to use his/her name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Sweepstakes for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

**11. GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Sweepstakes. Any attempted form of participation in this Sweepstakes other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Each entrant may be required to show proof of being an authorized account holder. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

**12. WINNERS LIST:** For a list of winners, interested individuals should mail a self-addressed stamped business envelope to: Winners List, - The Hornitos® Your Holiday Sweepstakes, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received no later than March 3, 2023.

Customer Service inquiries may be made at [Contact Us](#).

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