



Sweepstakes Terms and Conditions

NO CONSUMPTION, PURCHASE, OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER FOR A CHANCE TO WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THE SWEEPSTAKES IS INTENDED FOR RESIDENTS OF THE FIFTY (50) UNITED STATES AND DISTRICT OF COLUMBIA ONLY AND WILL BE GOVERNED BY UNITED STATES LAW. VOID WHERE PROHIBITED.

- 1. Sponsor Information:** Templeton Midnight Rye (the "Sponsor")
- 2. Eligibility:** The "Templeton Midnight Rye Sweepstakes" is only open to legal residents of the fifty (50) states in the United States and District of Columbia who are twenty-one (21) years of age or older at the time of entry. Employees, independent contractors, interns, officers, directors, and agents of Sponsor, its affiliates, subsidiaries, advertising and promotion agencies, suppliers and their 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 and regulations and is void where prohibited.
- 3. Agreement to Rules:** By entering the Sweepstakes, the contestant ("You") agree to comply with and abide by these Rules and the decisions of the Sponsor, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the Sponsor's decisions as final and binding as it relates to the content of this campaign. Entrants should look solely to the Sponsor with any questions, comments or issues related to the Sweepstakes. By participating in the Sweepstakes, You have affirmatively reviewed, accepted, and agreed to all of the Official Rules, Terms and Conditions.
- 4. Entry Period:** The Sweepstakes begins at on Tuesday, June 11, 2024, at 11 am EST and ends on Wednesday, June 12, 2024, at 7pm EST (the "Entry Period"). Entries submitted before or after the Entry Period will not be eligible.
- 5. How to Enter:** The Sweepstakes must be entered by submitting an entry using the online form provided at the Templeton Midnight Rye footprint at Bar Convent Brooklyn located at Industry City, Brooklyn. The entry must fulfil all requirements of the Sweepstakes, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications of the Sweepstakes may be disqualified at the sole discretion of the Sponsor. You must provide the information requested. You may not enter more times than indicated in the Sweepstakes by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules of the Sweepstakes, your submission may be disqualified at the sole discretion of the Sponsor.

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6. **Prizes:** The winner(s) of the Sweepstakes (the "**Winner**") will receive a Templeton themed swag bag which will include, amongst other things, rock glasses, a hat, and shakers.
7. **Actual/appraised value of prizes may differ at time of prize award:** The Sponsor shall solely decide the specifics of the prize. No cash or other prize substitution shall be allowed except for at the Sponsor's discretion. The prize is nontransferable. Substitution of the prize or transfer/assignment of the prize to others or request for the cash equivalent of the prize by the Winner is not allowed. All prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the Winner. Acceptance of the prize constitutes permission for the Sponsor to use the Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
8. **Odds of Winning:** The odds of winning depend on the number of eligible entries received.
9. **Winner Selection and Notification:** The Winner will be selected by random draw under the supervision of the Templeton Midnight Rye and Storm Brain Social Media Agency . The Winner will be notified within 7 days of the winner selection. The Sponsor shall have no liability for a Winner's failure to receive notices due to spam, junk e-mail or other security settings or for a Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner cannot be contacted, is ineligible, fails to claim the prize within 7 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited, and an alternate Winner selected. Receipt of the prize offered in this Sweepstakes by the Winner is conditioned upon compliance with all federal, state, and local laws and regulations. Any violation of these official rules by the Winner at the Sponsor's sole discretion will result in the Winner's disqualification as winner, and all privileges as winner will be immediately terminated.
10. **Rights Granted by the Entrant:** By entering this content (e.g., photo, video, text, etc.), You understand and agree that the Sponsor and anyone acting on behalf of the Sponsor or its respective licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the world, without limitation, Your entry, name, portrait, picture, voice, likeness, image, statements about the Sweepstakes, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent. By entering this content, You represent and warrant that Your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If Your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of the Sponsor. If the content of Your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at Your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Sponsor from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which

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Sponsor may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

- 11. Terms and Conditions:** The Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes should virus, bug, non-authorized human intervention, fraud, or other cause beyond the Sponsor's control corrupt or affect the administration, security, fairness, or proper conduct of the Sweepstakes. In such cases, the Sponsor may select a winner(s) from eligible entries received before and/or after the action taken by the Sponsor if appropriate. The Sponsor 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 terms & conditions. The Sponsor 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: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Sweepstakes rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.
- 12. Limitation of Liability:** By entering the Sweepstakes You agree to release and hold harmless Sponsor and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) unauthorized human intervention in any part of the Sweepstakes; (iii) electronic or human error in the administration of the Sweepstakes or the processing of entries; (iv) technical errors of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (v) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (vi) printing errors; (vii) lost, late, postage due, misdirected, or undeliverable mail.
- 13. Disputes:** These Sweepstakes are governed by the laws of United States, without respect to conflict of law doctrines. By participating in this Sweepstakes, You agree that any and all disputes that 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 a court located in United States having jurisdiction. Further, in any such dispute, under no circumstances shall You be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than actual out-of-pocket expenses (i.e. costs associated with entering the Sweepstakes). You further waive all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, or any claim or dispute that has arisen or may arise

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between You and Sponsor, shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules. The place of arbitration shall be San Diego, California.

14. **Winners List:** To request a copy of the winners list please contact the Sponsor. Requests must be sent within four (4) weeks of the end of the Entry Period.
15. **Online Sweepstakes:** The Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Facebook, Twitter, Instagram, Snapchat, YouTube, Reddit, Pinterest, LinkedIn or any other social networks that are used to share the Sweepstakes. You understand that You are providing Your information to the owner of the Sweepstakes and not to Facebook, Twitter, Instagram, Snapchat, U-Tube, Reddit, Pinterest, LinkedIn or any other social networks.
16. **PRIVACY POLICY:** See Sponsor's privacy policy located at <https://infiniumspirits.com/privacy-policy/> for details regarding the use of personal information collected in connection with this Sweepstakes. If You are verified as a prize winner, your first name, last initial, city and state will be included in a publicly available winner's list.