

**DEVILS RIVER WILD WHISKEY SUMMER SWEEPSTAKES  
OFFICIAL RULES**

**NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE  
WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**BY SUBMITTING AN ENTRY TO THIS SWEEPSTAKES DURING THE SWEEPSTAKES PERIOD,  
YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT. SO READ THEM  
CAREFULLY BEFORE ENTERING. AMONG OTHER THINGS, THIS CONTRACT INCLUDES  
INDEMNITIES FROM YOU TO THE RELEASED ENTITIES AND A LIMITATION OF YOUR RIGHTS  
AND REMEDIES.**

**ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES  
RECEIVED. THE SWEEPSTAKES IS ONLY OPEN TO LEGAL RESIDENTS OF THE FIFTY (50)  
UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE TWENTY-ONE (21) YEARS OF  
AGE OR OLDER. VOID WHERE PROHIBITED BY LAW OR RCSTRICED BY LAW.**

**SWEEPSTAKES PERIOD:** The Devils River Wild Whiskey Summer Sweepstakes (the "Sweepstakes") begins at 12:01 AM US Central Standard Time ("CST") on May 15, 2023 and ends at 11:59 PM CST on August 31, 2023 (the "Sweepstakes Period"). The computer clock of the Administrator is the official time-keeping device in the Sweepstakes. By participating, participants ("Participants") agree to be bound by these Official Rules and the decisions of Sazerac Company, Inc. d/b/a 375 Park Avenue Spirits (the "Sponsor"), which are binding and final on matters relating to this Sweepstakes.

May - Friday, May 19th at 12:01 am CST – Wednesday, May 31st at 11:59 am

June - Thursday, June 1st at 12:01 am CST – Friday, June 30th at 11:59 am CST

July - Saturday, July 1st at 12:01 am CST – Monday, July 31st at 11:59 am CST

August - Tuesday, August 1st at 12:01 am CST – Thursday, August 31st at 11:59 am

CST

**ELIGIBILITY:** Sweepstakes is open only to legal residents of the United States and District of Columbia, excluding Hawaii, (NOT including residents of Puerto Rico or other U.S. Territories), who are at least twenty-one (21) years of age and the age of majority in their state of primary residence at time of Sweepstakes Entry. Employees, officers and representatives of the Sponsor, A.P. Keaton, (the "Administrator"), distributors, retailers, sales representatives and each of their respective parents, affiliates, subsidiaries and web-design, advertising, marketing, fulfillment, judging and promotion agencies, or other agency involved in the administration, development, fulfillment and execution of this Sweepstakes, and their immediate family members, as defined below, of each, and those persons living in the same households, whether or not related, are not eligible to participate in the Sweepstakes. Licensed distributors or retailers of alcoholic beverages, state or local alcohol beverage agencies and their respective employees, are not eligible to participate in the Sweepstakes. Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step- siblings, or spouses, and their respective spouses. "Household members" shall mean people who share the same residence at least three (3) months a year. Winning a Prize is contingent on fulfilling all requirements

in these Official Rules. All federal, state and local laws and regulations apply. Void where prohibited or restricted. All Sweepstakes Entries are the property of the Sponsor.

**HOW TO PARTICIPATE:** To receive one (1) entry in the Sweepstakes ("Sweepstakes Entry") follow these directions. Go to <https://devilsriverwhiskey.com/wildwhiskeysummer2023> ("Website") and complete the online form to register. During the registration process, participants must confirm that they are twenty-one (21) years or older and accept the Sweepstakes Official Rules. Upon registering, eligible entrants will earn one (1) Sweepstakes Entry.

Sweepstakes Entries generated by script, macro or other automated means, and Sweepstakes Entries by any means which subvert the entry process, are void. Sweepstakes Entries become the property of the Sponsor and will not be returned.

There is a limit of one (1) Sweepstakes Entry per person per day during the Sweepstakes Period, using only one (1) email address. For purposes of this Sweepstakes, a "Day" begins at 12:00:00 AM CST and ends at 11:59:59 PM CST. Sweepstakes Entries received from any person in excess of the stated limitation, or which are incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost or misdirect, will be void. Subsequent attempts made by the same individual to submit multiple Sweepstakes Entries by using multiple or false contact information or otherwise may be disqualified. There is a limit of one (1) Prize per person throughout the Sweepstakes Period. Any and all information provided in connection with this Sweepstakes is subject to the Sponsor's Privacy Policy available at <https://www.375park.com/privacy-policy>. By entering in the Sweepstakes, Participants hereby agree that the Sponsor may collect and use their personal information submitted with their Sweepstakes Entry. Among other things, the information Participants provide may be used to send company updates and announcements from the Sponsor concerning the company and its products. At the time of entry, Participants may be given the opportunity to opt-in to receive further

communications from the Sponsor. Participants are not required to opt-in and opting in will not improve your odds of winning.

**SWEEPSTAKES PRIZE DRAWING & WINNER NOTIFICATION:** The potential Winners will be selected in a random drawing held on or about October 7, 2023. Odds of winning will depend on the number of eligible Sweepstakes Entries received during the Sweepstakes Period. Potential Winners will be required to execute and return an affidavit of eligibility, taxable income form, W9, a winner release and where lawful a publicity release within three (3) days of date of issuance of email. If such documents are not returned within the specified time period, prize notification is returned as undeliverable, the Administrator or its agent is unable to contact a potential Winner or a potential Winner is not in compliance with these Official Rules, Prize will be forfeited and, at the Administrator's discretion, an alternate Winner may be selected. The Sponsor reserves the right not to award a Prize in the event the Administrator is unable to identify and confirm a Winner after attempting to contact alternate Winners.

**SWEEPSTAKES PRIZES (42):** There are a total of six (42) Prizes ("Prizes") available to be awarded. **There are Fourteen (14) Grand Prizes** ("Grand Prize") available to be awarded. Each Grand Prize Winner ("Grand Prize Winner") will receive one (1) recteq RT-380 Bullseye Wood Pellet Grill. Approximate Retail Value ("ARV") of each Grand Prize is \$400. Total ARV of all Grand Prizes is \$5,600.

There are fourteen (14) First Prizes ("First Prizes") available to be awarded. Each First Prize Winner ("First Prize Winner") will receive one (1) recteq Rub & Sauce Bundle. ARV of each First Prize is \$72. Total ARV of all First Prizes is \$1,008.

There are fourteen (14) Second Prizes ("Second Prizes") available to be awarded. Each Second Prize Winner ("Second Prize Winner") shall receive a branded grill kit. ARV of each Second Prize is \$60. Total ARV of all Second Prizes is \$840.

**Alcohol is not part of any prize. Total ARV of all Prizes available in this Sweepstakes is \$7,448.**

**PRIZE CONDITIONS:** The Grand Prize Winner will receive from the Administrator an IRS Form 1099 (or similar) in the amount of the Grand Prize. The Prizes consist only of the elements expressly set forth above; no other elements or expenses are included, and all such expenses are the sole responsibility of Winner. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a Prize for one of equal or greater value if the designated Prize should become unavailable for any reason.

Grand Prizes are non-transferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion.. Grand Prize Winner and Guests irrevocably waive all claims against the Sponsor, and agree that the Sponsor will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes, the prizes awarded, personal injury, or wrongful death.

The maximum value of the Prizes set forth above represents the Sponsor's good faith determination of the maximum ARV thereof, and the actual fair market value, as ultimately determined the Sponsor, cannot be challenged or appealed.

Prize consists only of the elements expressly set forth above; no other elements are included in the Prize and all such expenses are the sole responsibility of Winner. Winner is responsible for all applicable federal, state, local sales and income taxes and any costs, expense(s) or fees whatsoever in connection with the Prize not specifically provided herein. In the event that, for reasons beyond their control and not related to the Winner, the Sponsor or independent third-party company is unable to award any Prize as described in these Official Rules (including if the designated Prize should become unavailable for any reason), the Sponsor will substitute the Prize with another prize of similar nature and equal or greater value at its sole discretion. The Prize is non-assignable and non-transferable and is not redeemable for cash and no substitution will be made except as provided herein at the Sponsor's sole discretion. If a selected Winner is unable to accept a Prize in its entirety for any reason, the selected Winner will forfeit the Prize and the Prize may be awarded to an alternate Winner. All Sweepstakes Entries and potential Winners are subject to verification by the Sponsor and the Administrator, whose decisions are final and binding. No compensation will be paid in lieu of a Prize.

Prizes will be awarded provided that a sufficient number of Sweepstakes Entries are received, and the Prizes are claimed in accordance with the dates and times specified above.

Participant must abide by all state and federal policies and their regulations, including without limitation all health and safety protocols at all times. The Sponsor reserves the right to revoke the Prize from any Participant who the Sponsor deem in any of their sole discretion, may be a safety risk, fail to comply with health and safety protocols, or bring the Sponsor and Released Parties into disrepute.

**GENERAL CONDITIONS:** Sweepstakes qualification is determined when registration is submitted to the Website. Proof of identity and/or residence reasonably satisfactory to the Sponsor and/or the Administrator may be required to verify eligibility. The Sponsor and the Administrator have the right to determine Sweepstakes eligibility in their discretion; all decisions concerning Sweepstakes eligibility are final. Any effort to circumvent the Sweepstake's limits, requirements or other terms (including, but not limited to, providing fictitious information or concealing identity or location) voids submissions and disqualifies person from participating in the Sweepstakes.

By participating, Participants accept and agree to: (i) be bound by these Official Rules, all applicable laws and the decisions of the Sponsor, which shall be final and binding in all matters; (ii) waive any rights to claim ambiguity with respect to the Official Rules; and (iii) waive all of his/her rights to bring any claim, action, or proceeding against any of the Released Parties (as defined below). Released Parties (as defined below) are not responsible or liable Sweepstakes Entries that are entered by other than human means (such as by an automated computer program or any non-human mechanism, entity, or device), in excess of the stated limit, or for Sweepstakes Entries that are late, forged, dCSTroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, garbled, or otherwise not in compliance with these Official Rules, and all such Sweepstakes Entries will be disqualified, or emails or other errors or difficulties of any kind whether human, technical,

electronic, mechanical, network, seeding, computer, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of Prize redemptions, emails, Sweepstakes Entries, the announcement of the Winners, or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by Website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to Participant's or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the Website. Persons who tamper with or abuse any aspect of the Sweepstakes or who are in violation of these Official Rules, as solely determined by the Sponsor, will be disqualified and all associated Sweepstakes Entries will be void. Should any portion of the Sweepstakes be, in the Sponsor's sole opinion, compromised by non- authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play or submission of Sweepstakes Entries, the Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes. If terminated, at its discretion, the Sponsor reserves the right to select a potential Prize Winner from all eligible, non-suspect Prize claims received prior to action taken or as otherwise deemed fair and appropriate by the Sponsor. In no event will the Released Parties be liable for more than the stated number of Prizes in these Official Rules. CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO DISQUALIFY SUCH INDIVIDUAL AND SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL

TO THE FULLCST EXTENT PERMITTED BY LAW. Participants, by participating, agree that the Sponsor, the Administrator and each of their respective parents, affiliates, subsidiaries and advertising and Sweepstakes agencies and promotional partners and all of their respective officers, directors, employees, shareholders, representatives and agents (collectively, "Released Parties") will have no liability whatsoever for, and shall be held harmless by Participants against, any liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of a Prize (including any travel or activity related thereto) or participation in this Sweepstakes. Each Prize is offered and provided "as is" with no warranty or guarantee by the Sponsor, either express or implied. Any and all warranties and/or guarantees on the Prizes (if any) are subject to the manufacturer's terms therefore, and Winner agrees to look solely to such manufacturer(s) for any such warranty and/or guarantee. By participating in the Sweepstakes, each Winner acknowledges that the Released Parties have not and will not obtain or provide insurance of any kind relating to the Prizes. Neither the Administrator, nor any of its respective parents, affiliates, and subsidiaries are a sponsor or co- sponsor of this Sweepstakes. Each Winner, by acceptance of a Prize, except where legally prohibited, grants permission for the Sponsor and its designees to use his/her name, address (city and state), photograph, voice and/or other likeness and Prize information for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval. In case of dispute as to the identity of any Participant, entry will be declared made by the Authorized Account Holder of the email address submitted at time of entry and he/she must comply with these Official Rules. "Authorized Account Holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.)

responsible for assigning email addresses or the domain associated with the submitted email address.

**INDEMNITY:** Participants agree to release, indemnify, defend, and hold harmless the Released Parties from any and all liability (including, but not limited to, liability for any property loss, damage, personal injury, bodily injury, death, loss, expense, accident, delay, inconvenience or irregularity), costs and expenses (including without limitation, reasonable outside attorney's fees) arising out of or relating in any way to: (a) your participation or inability to participate in the Sweepstakes, (b) typographical errors in the Official Rules or any Sweepstakes promotional materials, (c) acceptance or possession, defects in, use, misuse or inability to use a Prize (or any component thereof), (d) any change by any company or any other person providing any of the components of a Prize due to reasons beyond any of the Released Parties' control or as otherwise permitted hereunder, (e) any interruptions in or postponement, cancellation, or modification of the Sweepstakes, (f) human error, (g) incorrect or inaccurate transcription, receipt or transmission of any part of the Sweepstakes Entry (including, without limitation, the entry information or any parts thereof), (h) any technical malfunctions or unavailability of the Sweepstakes site or any telephone network, computer online system, computer dating mechanism, computer equipment, software, or internet service provider utilized by any of the Released Parties or by you, (i) interruption or inability to access the Sweepstakes, any Sweepstakes-related web pages, or any online service via the internet due to hardware or software compatibility problems, (j) any damage to your (or any third person's) computer and/or its contents related to or resulting from any part of the Sweepstakes, (k) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (l) any wrongful, negligent, or unauthorized act or omissions on the part of any of the Released Parties, or any of their agents or employees, or (m) any other cause, condition or event whatsoever beyond the control of any one or more of the Released Parties. Each Winner hereby acknowledges that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any Prize or component thereof, including any express or implied warranties provided by any of the Prize suppliers associated with this Sweepstakes

Participants assume all liability for an injury or damage caused, or claimed to be caused, by participation in this Sweepstakes, use of the Website, or the acceptance, receipt, or use of any Prize or Prize component. Participants further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees.

**BINDING ARBITRATION:** Except where required by law, Participants and the Sponsor waive all rights to trial in any action or proceeding instituted in connection with these Official Rules or the Sweepstakes (including any activity related thereto). Any controversy or claim arising out of or relating to these Official Rules or the Sweepstakes shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party.

**CHOICE OF LAW AND JURISDICTION:** All federal, state and local laws and regulations apply. Void where prohibited by law. All issues and questions concerning the construction, validity, interpretation

and enforceability of these Official Rules, or the rights and obligations of any Participant and the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the state of Kentucky without giving effect to any choice of law or conflict of laws rules (whether of Kentucky or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Kentucky. Any action seeking legal or equitable relief arising out of or relating to the Sweepstakes or these Official Rules shall be brought only in the courts of the State of Kentucky. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.

**WINNER'S NAME:** For the name of the Winners (available after October 30, 2023), send a self-addressed stamped envelope to: Devils River Wild Whiskey Summer Sweepstakes Winner, 5 Grace Ave. Great Neck, NY 11021, for Administrator's receipt no later than November 30, 2023.

**SPONSOR:** Sazerac Company, Inc. d/b/a 375 Park Avenue Spirits 10101 Linn Station Rd. Suite 400, Louisville, KY 40223

**ADMINISTRATOR:** A.P. Keaton 5 Grace Ave. Great Neck, NY 11021

// End of Official Rules //