BuzzBallz Bracket Blue Ballz Sweepstakes Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING SWEEPSTAKES IS VALID ONLY IN THE FIFTY (50) UNITED STATES ("U.S.") AND DISTRICT OF COLUMBIA ("D.C."), AND IS OPEN ONLY TO QUALIFIED PERSONS (AS DEFINED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED. BY PARTICIPATING IN THIS SWEEPSTAKES, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF SPONSOR AND ADMINISTRATOR. DO NOT PARTICIPATE IN THE SWEEPSTAKES IF YOU DO NOT AGREE TO THESE OFFICIAL RULES AND FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.

Sweepstakes Name: BuzzBallz Bracket Blue Ballz Sweepstakes (the "Sweepstakes").

Sweepstakes Dates: Registration begins at 12:00:01am Eastern Time ("ET") on **4/2/2025** and ends at 11:59:59pm ET on **4/18/2025** (the "Registration Period"). The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void outside of the (50) U.S. and D.C., and wherever restricted or prohibited by law.

Who may Enter: Sweepstakes is open only to legal residents of the (50) U.S. and D.C., who are age 21 or older as of date of entry, and have a valid driver's license or government issued photo ID, except the following persons who are not eligible to enter, participate or win:

(a) Employees, officers, and directors of Sazerac Company, Inc. ("Sponsor"), Million Dollar Media (the "Sweepstakes Administrator"), each of their respective franchisees, parents, affiliated companies, subsidiaries, contractors, distributors or wholesalers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this promotion, or any employees, officers, directors, members, shareholders or agents of any alcohol-beverage retailers, distributors, wholesalers or manufacturers (collectively, "Released Parties"), and the members of the immediate families or households, whether or not related, of any of the above. "Immediate family members" includes, for purposes of this promotion, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grandchildren (including step-grandchildren) and each of their respective spouses, regardless of where they reside.

How to Enter – Online Registration: To enter, visit www.BracketBlueBallz.com during the "Registration Period". Each entrant must fully complete the online registration page with all required information including his/her name, valid email address, phone number (including area code), full address of residence, and date of birth. After having read and agreed to these Official Rules, click the submit button to submit your online entry. Your online entry must also include a photo submission showing a screenshot of your busted bracket from either the men's or women's 2025 college basketball playoff tournament. If you enter using a mobile device on a wireless service provider's network (as opposed to a Wi-Fi network), your carrier's data rates will apply. You should consult your wireless service provider's pricing plan for details. You agree to incur any charges demanded by your wireless carrier.

All entries must be submitted by 11:59:59p ET on 4/18/2025 to be eligible. Maximum of one (1) entry per person or email address during the entire Registration Period. Each entrant must submit an entry on his/her own behalf. Any entry submitted on behalf of another individual or using another person's name, email address, or providing any false information, fake accounts or duplicate accounts will be disqualified and ineligible to claim any prize. Any attempt by any entrant to obtain more than the stated number of entries allowed by using the same or multiple/different accounts, emails, identities or any other methods void that entrant's entries and that entrant may be disqualified. No mechanically produced or automated entries permitted. Use of any automated system such as, but not limited to, Artificial Intelligence ("AI") to participate in the Sweepstakes is prohibited, will result in disqualification and all such entries will be deemed void. False and/or deceptive entries or acts, including misrepresentation of age, shall render such entries ineligible.

All entries in the Sweepstakes will become the sole property of Sponsor and will not be returned. Each entrant agrees that their submitted entry may be viewed by the public and used for marketing purposes by Sponsor. Sponsor reserves the right to disqualify and remove any entry at any time that is not in compliance with these Official Rules. All entries must conform to the submission requirements as outlined above and below, or it may be disqualified and not considered for the Sweepstakes.

All entries must include all required information. Any entry with incorrect, incomplete or illegible information or other inaccurate information will be disqualified. Sponsor, Administrator and their respective equity holders, owners, partners, members, directors, managers, officers, employees, consultants, contractors, lenders, advisors, sponsors, volunteers, insurers, agents, attorneys, representatives, successors and assigns ("Released Parties") are not responsible for lost, late, misdirected, incorrect, illegible, incomplete, invalid, unintelligible or damaged entries, or for any entry submitted in a manner that is not expressly allowed under these Official Rules, or for any entry not submitted or received due to any technical error or failure, human error, unauthorized human intervention, inaccurate capture or mis-entry of any required information, failures, omissions, interruptions, deletions, or defects of any phone or cellular phone provider, network computer online systems, computer equipment, servers or software, including any injury or damage to entrant's or any other person's computer relating to or resulting from participation in this Sweepstakes; or the failure to capture any such information or effects of hackers or failure of any electronic equipment, computer, phone line or cellular transmissions and/or network connections; all of such entries will be disqualified.

In the event of a dispute as to any online registration, the authorized account holder of the email address used to register will be deemed to be the registrant and he/she must be eligible according to these Official Rules. The "authorized email account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

Any available opt-in opportunities are not required to enter the Sweepstakes, and opting-in will not improve your chances of winning. By participating and submitting an entry, entrant agrees that sponsor and participating parties are authorized to contact entrant via email, text, mail, phone or any other form of media to make entrant aware of information pertinent to the Sweepstakes, and to distribute information regarding the Sponsor(s) featured products, special events or future contests, promotions or offers. Entrants may opt-out of any further email communication at any time by simply replying REMOVE to any email message, or following the provided opt-out instructions.

By registering and submitting an entry, you affirm that you have read and accepted these Official Rules. The laws of the U.S. apply to and govern this Sweepstakes and any claims must be raised and resolved in the U.S. Any information collected by registering and entering the Sweepstakes shall be used only in a manner consistent with these Official Rules and with Sponsor's Privacy Policy. By entering the Sweepstakes, each entrant agrees that s/he may be contacted, recorded and/or broadcasted by Sponsor, and that his/her comment, post and/or submission may be used, promoted, released, broadcasted or published by Sponsor in any manner related to the promotion or advertising of the Sweepstakes.

General Submission Requirements:

- (a) Each entry must be submitted in a format as accepted by the online website, and
- (b) Any entry that is not properly submitted or received for any reason, including any technical difficulties, upload failures, failures to save or properly store the entry, efforts of hackers or any lost or disconnected Internet connections, will be disqualified.

Additional Submission Requirements: Sponsor reserves the right to, in its sole and absolute discretion, disqualify any entry and/or submission for any reason that it considers to not be appropriate for the Sweepstakes. Entry submission restrictions include, but are not limited to, the following requirements:

- may not include, depict or reference any individual under the age of twenty-one (21), or that appears to be under the age of twenty-one (21);
- not be, or ever have been, previously submitted in the Sweepstakes;
- except as relates to the Sponsor's brand(s) or approved partners, not include trademarks, logos or
 copyrighted material not owned by entrant or material that is used without permission (including, but not
 limited to, company names, photographs, works of art or images published on any media) or that
 otherwise infringes or violates the rights of any third-party (including, but not limited to, copyrights,
 trademarks, patents, trade secrets, logos, contract and licensing rights, rights of publicity or privacy, moral
 rights (i.e., "droit moral") or any other intellectual property rights);
- not include any unauthorized photos, images, comments or plagiarism of any kind;
- not contain or reference nudity, inappropriate, indecent, sexually explicit, pornographic or obscene content or images (which shall be determined by Sponsor, in its sole and absolute discretion);
- not contain any political or politically themed or motivated messages, comments, statements or images;

- not defame, slander, libel, misrepresent or contain disparaging remarks or any other content that could adversely affect the name, reputation or goodwill of the Released Parties or any other individuals and/or entities affiliated or associated with Sponsor, the Sweepstakes or any prizes, the determination of which shall remain in the sole discretion of Sponsor;
- not depict or include any comments, descriptions or images that may be considered unlawful, harmful, threatening, violent, abusive, harassing, tortuous, defamatory, vulgar, libelous, invasive of another's privacy, hateful, or racially, religiously, ethnically or otherwise objectionable in any manner as solely determined by Sponsor;
- not be subject to any third-party agreement or require payment or incurrence of any sums to obtain further
 permissions of any person or entity as a result of its use or exploitation of the comment(s), photo, idea or
 rights therein or portions, or modified versions or derivative works thereof;
- not include any name, likeness, description, photograph or any other identifying element, in whole or in part, of any person, living or dead, without permission;
- not depict or describe the mistreatment or abuse of animals; and,
- not depict or describe misuse or irresponsible use of Sponsor's products or any other similar product

Representation and Release of Rights to Sweepstakes Entry and/or Submission: By submitting any entry, each entrant represents that s/he has sole and exclusive ownership and proprietary rights of all content submitted; has full permission of all parties within any photo or video to publish and release their images and actions shown within the photo or video; and agrees that each entry and/or submission becomes the sole and exclusive property of Sponsor, and Sponsor may publish, display, promote or utilize the submission, content and/or photo or video in any manner of its choosing in relation to the promotion or advertising of the Sweepstakes or Sponsor. Entry into the Sweepstakes and upload of any entry, comment and/or photo constitutes permission for the Sponsor and its designees to use that entrant's entry, comment, photo, name, city and state of residence and/or likeness for purposes of advertising and trade in any and all media now or hereafter known worldwide in perpetuity without limitation or further compensation, notification or permission, unless prohibited by law. Submissions will not be acknowledged or returned by Sponsor.

Sponsor reserves the right to request proof from any entrant, at any time, in a form acceptable to Sponsor, of any permission required or possibly required to use such entrant's entry in the Sweepstakes. Failure to provide such proof, if requested, may disqualify such entry from the Sweepstakes.

Sponsor reserves the right, in its sole discretion, to disqualify any individual (and all of his or her entries) who tampers or attempts to tamper with or abuse the entry process or the Sweepstakes website in any way or who is otherwise in violation of these Official Rules, as determined by Sponsor or the Sweepstakes judges appointed by Sponsor in their sole and absolute discretion. Any questions regarding the number of entries submitted or the authorized account holder shall be determined by Sponsor in its sole discretion. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY SWEEPSTAKES 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, SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Winner Selection & Notification: Sponsor shall conduct a prize drawing on or about **4/21/2025** from among all eligible entries received to randomly select a maximum of one thousand (1,000) potential winners (see prize description below). If eligible entries are less than the scheduled number of prizes available, then the associated prize award(s) shall not be awarded.

 NOTE: There is a maximum of one prize award per person or household during the entire Sweepstakes period. If eligible entries are less than the scheduled number of prizes available, then associated prize award(s) shall not be awarded.

Each eligible entrant whose entry is randomly selected shall be designated as a **potential prize winner**, subject to verification of eligibility, and compliance with these Official Rules. Only the entrant whose entry is randomly selected shall be eligible to claim the prize award. All other entries and submissions received will be disqualified.

Potential prize winners will be notified initially by phone and/or email notification following their selection and determination as a potential prize winner. Potential winners must follow the provided instructions to verify eligibility and claim the prize. If the Administrator is unsuccessful in its attempt to reach the selected potential prize winner or winner fails to respond as instructed within forty-eight (48) hours of the initial notification attempt, then that entrant may be disqualified, and an alternate potential prize winner may be randomly selected from among the

remaining eligible entries received and notified as per the procedures outlined above (time permitting). **NOTE:** messages will not be left during notification attempts by phone.

During winner notification, selected potential winners must confirm their eligibility, and indicate their willingness and ability to accept the prize. Each potential winner will then receive official notification via email delivery, including prize acceptance documents which must be completed and returned per the provided instructions and as outlined below. If any selected winner does not meet the eligibility requirements, or is unable or unwilling to accept the prize, elects to decline the prize or fails to return the required prize acceptance documents within the required time frame, s/he will be disqualified and, at Sponsor's discretion and time permitting, an alternate winner will be randomly selected from among all remaining eligible entries and notified as per the procedures outlined above. Any disqualified entrant will not receive any alternate prize substitution or compensation. **Decisions of the Sponsor and Administrator in the selection and determination of each winner and all matters relating to this Sweepstakes are final and binding.**

All of the following will apply to each winner: 1) Winner will be required to complete and return in the manner as instructed by Administrator (via online submission), within 3-days of date of receipt, a prize acceptance form, including an affidavit of eligibility and a liability/publicity release (publicity release where permitted), and a W-9 form (for prize values over \$600); 2) Winner may be required to present a copy of a valid social security card and a valid driver's license or government issued photo ID with residential address as a condition of receiving any prize; and, 3) Winner is responsible for paying all applicable taxes (including, but not limited to all local, state and federal taxes) on all prizes awarded, and prize winner shall be issued a 1099 form reflecting the value of the prize award.

Prize Awards (maximum 1,000 winners): Each eligible entrant designated as a prize winner shall receive: \$20.00 awarded to the winner's valid Venmo account registered to the mobile phone number provided during the registration process, or as otherwise specified by Sponsor. **Each prize award winner must have a valid Venmo account at the time of award issuance to accept the prize – no alternate methods of payment will be provided, and any prize awards not properly claimed or received will be forfeited.** Each prize award has an approximate retail value ("ARV") of \$20.00. Allow approximately 8 – 12 weeks for processing and delivery.

All Venmo Prize Award Payments: All Venmo prize awards shall only be awarded to the eligible entrant via Venmo to the entrant's mobile phone number provided at the time of initial online registration. In order to receive and claim a Venmo prize award, the eligible entrant must have or must create a valid Venmo account, associated with the mobile phone number provided at the time of initial online registration or as provided at time of social media winner notification.

• (NOTE: There is <u>NO</u> ALTERNATE FORM of prize award or receipt of prize available, and each eligible entrant is solely responsible for creation of a valid Venmo account. Venmo account creation is free and Venmo's terms of use shall apply.)

Prize award shall not be available to be received by any entrant in any other form of payment or manner of delivery including via check, gift card or other prize delivery method. Entrants who do not have a Venmo account or do not create a Venmo account associated with the mobile number provided at the time of initial online registration, shall be disqualified and are not eligible to receive the prize award or any alternate prize award, prize substitution or compensation.

Sponsor is not responsible for any eligible entrant who provides any incorrect information, inaccurate or false information, including incorrect submission of a land-based phone number in the required mobile phone number registration field. All Venmo Giveaway prize awards are subject to the terms and conditions of Venmo account policy.

- Existing Venmo Account: If entrant has a current Venmo account associated with the mobile phone number used to register, the funds will automatically be deposited into the associated Venmo account, provided it is linked to the mobile phone number provided at time of registration.
- **New Venmo Account:** If entrant does not have a current Venmo account, entrant shall be required to download the Venmo App and create an account associated with the mobile number provided at time of initial online registration.
- Failure to have or create a Venmo account associated with the mobile number provided at the time of initial online registration shall result in forfeiture of the instant win prize award.

Once transmitted digitally, prize shall be considered as awarded and delivered, and Sponsor shall not be responsible for actual receipt of delivery by winner. Sponsor shall not be responsible for any lost, late, undelivered, misdirected, damaged or stolen delivery; or any incorrect account email address provided by winner during registration or prize claim. In the event of any transmission issues, including undelivered, misdirected, lost or stolen deliveries, Sponsor shall have no responsibility to replace the prize award, and prize award shall not be substituted by Sponsor with any alternate prize award or compensation.

<u>Prize Conditions:</u> No alcoholic beverage is part of any prize award. All other costs and expenses related to prize acceptance, delivery, redemption or use not specified herein as being provided are the sole responsibility of winner. All income, federal, state and local taxes are the winner's sole responsibility. All prizes are awarded as is, without any warranty, express or implied, by Sponsor. All prize awards are non-transferable and no cash redemption or prize substitution allowed, except at Sponsor's sole discretion or as provided herein. Sponsor reserves the right to substitute a prize with one (1) of comparable or greater value, at its sole discretion. Failure to collect or properly claim prize in accordance with these Official Rules will result in forfeiture of the prize. If forfeited for any reason, entrant will not receive any other prize substitution or compensation, and the prize will remain the property of Sponsor and will not be awarded, except as provided herein. All properly claimed prizes will be awarded. Any unclaimed prizes will not be awarded. Total ARV of all available prizes: \$20,000.00.

Additional Rules & Restrictions: By participating, entrants agree to abide by and be bound by the Official Rules and the decisions of the Sponsor and Administrator, which shall be final in all matters relating to this Sweepstakes. In the event an entrant wins a prize, and is later found to be in violation of these Official Rules, he/she will be required to forfeit the prize or to reimburse Sponsor for the stated ARV of the prize if such violation is discovered after winner has used the prize. Participation in the Sweepstakes constitutes permission for the Sponsor and its designees to use entrants' names, cities and states of residence and/or likenesses for purposes of advertising and trade in any and all media now or hereafter known worldwide in perpetuity without limitation or further compensation, notification or permission, unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for any prize.

By participating, entrants agree to hold all Released Parties harmless from any claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including, but not limited to, death), damages, losses or expenses arising out of or relating to entrant's participation in this Sweepstakes, or the acceptance, possession or use/misuse of any prize, or participation in prize-related activities (including, but not limited to, travel or activity related thereto), and to assume all liability therefor.

Released Parties shall not be liable to winner or any other person for failure to supply the prize or any part thereof by reason of any Force Majeure Event. The term "Force Majeure Event" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other labor or industrial disturbances; acts of public enemies; war; cyber-attack; orders or restraints of any kind from any governmental, civil or military authority or from any of its departments, agencies or officials (except when such governmental action results from a party's failure or refusal to comply with any applicable law, rule, or regulation); insurrections; riots; power failure or surges; landslides; earthquakes; fires; storms; lightning; droughts; floods; explosions; pest damage; viruses; plagues; diseases; epidemics; pandemics; acts or omissions of communications or other carriers; and any other cause or event not reasonably within the control of the Released Parties.

Entrants are restricted to use of ordinary and typical computer equipment, mobile phone equipment, Internet access and cellular networks. Sponsor disclaims all liability for the inability of an entrant to complete or continue an entry due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Sponsor's control (including, without limitation, a Force Majeure Event), or otherwise. The Sponsor disclaims any liability for entries not received due to technical difficulties or transmission errors. The Sponsor disclaims all liability for any delays, mis-delivery, loss or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. Released Parties are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Sweepstakes, and any injury or damage to entrant's or any other person's computer or mobile phone related to or resulting from participating in or downloading any information necessary to participate in the Sweepstakes. Released Parties are not responsible for any other errors of any kind, whether computer, technical, typographical, printing, human or otherwise, relating to or in connection with the Sweepstakes, including, without limitation, errors which may occur in connection with the printing or advertising of this Sweepstakes, administration or execution of the Sweepstakes, the cancellation of the Sweepstakes, the processing of entries or in the

announcement of the prizes or prize winners. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the Sweepstakes website.

Sponsor reserves the right to cancel, modify, reschedule or terminate the Sweepstakes for any reason including, but not limited to acts of God, pandemics, force majeure, government regulatory action or ruling, fraud, misconduct, or if any technical failures destroy or threaten the integrity of the Sweepstakes, in the opinion of the Sponsor/Administrator, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Sweepstakes as determined by Sponsor/Administrator, in their sole discretion. In the event of early termination of the Sweepstakes, Sponsor reserves the right to determine prize winner in a random drawing from among all eligible, non-suspect entries received as of the time/date of such termination.

In addition, by submitting any entry, each entrant transfers any and all of his/her right, title and interest in and to such entry, including but not limited to any and all copyrights, trademark rights, "moral rights", and any and all other proprietary rights that may exist throughout the world to Sponsor, and expressly waives any rights s/he may have in such submission and/or entry. Each entrant agrees Sponsor is the exclusive owner of all rights in and to such entry and/or submission, and will have the worldwide, perpetual right to copy, display, reproduce, exhibit, edit, modify, assign, license, register for copyright or trademark, distribute, sell or otherwise use and exploit the entry and associated submission and all elements and/or derivative works thereof, in whole or in part, alone or with other materials, in any media now known or hereafter created or devised, for any reason whatsoever, without compensation to entrant.

IN CASE OF DISPUTES: By participating, each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of New Jersey; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, and in no event will entrant be entitled to received attorneys' fees or other legal costs; and (3) 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with this Sweepstakes, shall be governed by, and construed in accordance with the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New Jersey or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New Jersey.

Odds: Odds of being selected as a winner are dependent upon the total number of eligible entries received.

Official Rules & Winners List: For a copy of these Official Rules, or the name of prize winners, send a self-addressed stamped envelope to be received by 6/15/2025 to: BuzzBallz Bracket Blue Ballz Sweepstakes, c/o Million Dollar Media, P.O. Box 278, Woodbridge, NJ 07095. PLEASE SPECIFY which you are requesting, official rules or winners list.

Sponsor: This Sweepstakes is sponsored by Sazerac Company, Inc., 10101 Linn Station Rd, Suite 400, Louisville, KY, 40223.

Sweepstakes Administrator: The Sweepstakes is administered by Million Dollar Media, P.O. Box 278, Woodbridge, NJ 07095.