# Caskers - Advent Calendar Giveaway OFFICIAL RULES

- 1. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW.
- 2. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. CHANCE OF WINNING DEPENDENT ON ENTRY OF PARTICIPANTS, WHO ARE OF LEGAL DRINKING AGE IN THEIR RESPECTIVE COUNTRY. HOLD OF AN AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED.
- 3. ONLINE ENTRY ONLY AND INTERNET CONNECTION REQUIRED.

By entering this Sweepstakes ("Sweepstake"), the entrants agree to be bound by these official rules ("Official Rules") and acknowledge that they satisfy all eligibility requirements. Without limitation, these Official Rules include indemnities to the released parties from the entrants and a limitation of their Rights and Remedies. This Sweepstakes is sponsored by Flaviar Inc. DBA Caskers, a Delaware corporation with a registered office at 244 5th Ave Suite F247, New York New York 10001 ("Sponsor").

# **Eligibility**

To participate in the Sweepstakes, entrants must be 21 years of age or older, and be legal residents of the following states of United States of America: AZ, CA, CO, CT, DC, FL, IL, KY, LA, ME, MD, MI, MN, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, SC, TN, TX, VA, WA. Do not enter this Sweepstakes if you are not a legal resident of states listed herein above. Promotion is void where restricted, taxed or prohibited by law.

Employees, officers, directors and contractors of Sponsor, its subsidiaries and affiliates, authorized partners, retailers, distributors, promotion or other vendor agencies involved in this Sweepstakes (the "Released Parties"), and all their immediate family or household members are NOT eligible to participate.

## **Entry Period and How to Enter**

This Sweepstakes begins on November 7, 2022 at 12 am Pacific Time ("PT"), and ends on November 20, 2022 at 11:59 pm PT ("Entry Period").

To complete and submit an entry, visit and follow the instructions on this URL - https://www.caskers.com/advent-calendar-giveaway during the Entry Period. You must have a valid email account to enter the Sweepstakes. To participate in the Sweepstakes, entries must be received during the Entry Period. Entries are only accepted via the method

described. In addition, you will automatically enter the sweepstakes if you purchase any product on the website from November 7, 2022 to November 20, 2022, but please note that a purchase will not increase your chances of winning.

Information collected from all entrants via the official entry form, including from entrants not eligible to participate, will be used for email marketing purposes if entrant consents to use in such manner, in accordance with our <u>Privacy Policy</u>. Any requested opt-in consent is not required to enter the Sweepstakes and will not increase your chances of winning.

The use of automated devices to enter this promotion is prohibited. Any attempt by any person to submit multiple entries by using multiple/different email accounts or any other methods will void all entries submitted over the Entry Period and that person will be disqualified from the Sweepstakes. The Released Parties assume no responsibility for lost, late, or misdirected entries or any computer, online, telephone, or technical malfunctions that may occur. All entries become the property of the Sponsor and will not be returned.

By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of the Sponsor, including the interpretation of these Official Rules and Sponsors's exercise of discretion, which will be final and binding in all respects.

Winners Selection, Prize(s) and its (their) Approximate Retail Value(s)

**NUMBER OF WINNERS: 12** 

PRIZE: Flaviar Whisky Advent Calendar (12x). APPROXIMATE RETAIL VALUE: US \$250.

Winners will be selected *randomly* (the winner is chosen between eligible entrants by random drawing) within fifteen (15) days after the end of the Entry Period ("Selection Date"). Prizes consist only of items specifically listed below as part of the prize. Certain conditions and restrictions apply. The prize is non-transferable and no substitution or cash equivalent is allowed, except in Sponsor's sole discretion. Sponsor reserves the right to substitute a prize or prizes of the same or greater approximate retail value for the prize or any portion thereof. The Sponsor will award a prize to one or more individuals who enter at the Sweepstakes point of entry. Potential winner(s) will be selected at random from among all eligible entries received. Odds of winning depend on the number of eligible entries received. All income taxes resulting from acceptance of the prize are the responsibility of the winner. Each prize will be awarded "as is" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose).

## **Prize Notification**

The potential prize winners will be notified by email address provided by the potential prize winners during the entry process up to one (1) working day following the Selection Date. The potential prize winners must agree to accept the prize offered within five (5) days of notification, or the prize will be forfeited in its entirety. If a notified winner is not eligible, forfeits the prize, or declines the prize, or in the event of non-compliance with these Official Rules, the prize winner will be disqualified and an alternate winner may be randomly selected as the prize winner, time and circumstances permitting. Return of any prize or prize notification as undeliverable or failure to accept any prize within the specified time period may, in the Sponsor's sole discretion, result in disqualification and forfeiture of prize. Upon prize forfeiture, no compensation will be given.

Acceptance of a prize also constitutes permission to the Sponsor to use winner's name and likeness for marketing purposes without further compensation or right of approval, unless prohibited by law. All federal and state laws apply.

#### **Other Promotions**

By entering the Sweepstakes, entrants will not be eligible to receive any prizes awarded in any other sweepstakes, contest or other promotion unless they enter each promotion separately. Please note that this Sweepstakes is in no way sponsored, endorsed, administered by, or associated with any social media platforms, such as Facebook, Inc. ("Facebook") or Instagram, LLC ("Instagram").

## Right to Modify and Cancel

Sponsor, in its sole discretion, reserves the right to modify, change, alter, and/or remove any and all terms, conditions and rules of these Official Rules regarding: 1) the Sweepstakes; 2) participation in the Sweepstakes; and 3) the nature, level, value, frequency, and amount of the prizes, at any time prior to the conclusion of the Entry Period.

#### Choice of Law and Forum.

These Official Rules shall be governed by and construed in accordance with the laws of New York without giving effect to any of its conflict of laws provisions thereof. Entrant further agrees that any legal suit, action, or proceeding arising out of or relating to this Sweepstakes and these Official Rules shall be brought exclusively in the applicable federal or state courts located in New York, NY.

## Limitation of Liability.

By entering this Sweepstakes, entrants waive all right to, and hold the Sponsor harmless from, any claim, liability, loss, damage (including punitive, incidental, and consequential damages), or expense (including attorneys' fees) arising out of or in connection with participation in this Sweepstakes or the acceptance, use, or misuse of any prize. SOME

JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

Sponsor will not be responsible for: late, incomplete, or incorrect entries; an entrant's failure to receive prize notices due to entrant's spam, junk e-mail, or other security settings or for entrants' provision of incorrect or otherwise non-functioning contact information; technical, hardware, or software malfunctions, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or used in this sweepstakes; by any human error which may occur in the processing of the entries in this sweepstakes; or any typographical, technological, or other error in the publishing of the offer, administration of the Sweepstakes, or announcement of the prize(s). If there is such an error, or there is any suspected evidence of tampering with any portion of the Sweepstakes, or if technical difficulties (including viruses and bugs) compromise the integrity of the Sweepstakes, Sponsor reserves the right to cancel or modify this Sweepstakes in a manner deemed appropriate. In the event of termination, winners will be selected from among all eligible entries received as of date of termination. In the event a dispute arises as to the identity of a potentially winning entrant, entries will be declared made by the name on the online entry form.

# **Privacy Notice and General Terms & Conditions**

By entering the Sweepstakes, each entrant hereby agrees to the collection and usage of his/her personal information by Sponsor and acknowledges that all information submitted in connection with this Sweepstakes will be treated in accordance with these Official Rules, <a href="Caskers's Privacy Policy">Caskers's Privacy Policy</a>, and this Privacy Notice and that he/she has read and accepted these Official Rules and <a href="Caskers's general Terms">Caskers's general Terms</a> & <a href="Conditions">Conditions</a>.

## Winner's List

For the names of all prize winners, available until twenty (20) days after the end of the Entry Period, send a self-addressed, stamped envelope to Caskers, 244 5th Ave Suite F247, New York New York 10001.

#### **Contact Information**

If you have any questions or comments about these Official Rules as outlined above, you can contact us at contact@caskers.com.

**SPONSOR**: Caskers, 244 5th Ave Suite F247, New York New York 10001.