



August 25, 2020

Ken Scott  
Million Dollar Media  
1460 Route 9 North  
Suite 201  
Woodbridge, NJ 07095  
on behalf of Mast-Jägermeister US, Inc.  
**VIA E-MAIL**

**RE: Jägermeister Hockey Returns - Shot of the Night Sweepstakes**

Dear Mr. Scott:

ISSUE: This correspondence is in response to your e-mail of July 30, 2020, in which you request legal review of a sweepstakes promotion to be conducted in Pennsylvania.

According to the official rules you provided, the “Jägermeister Hockey Returns - Shot of the Night Sweepstakes” promotion was scheduled to begin on August 2, 2020, and runs until the last game in Round 1 of the Stanley Cup® Playoffs concludes. To participate in the sweepstakes, interested individuals may enter online at [www.jagermeister.com/en-US/ShotoftheNightvia](http://www.jagermeister.com/en-US/ShotoftheNightvia), as further detailed in the official rules.<sup>1</sup>

One grand prize winner will be randomly selected to receive one Jägermeister Shotmeister machine, one 55-inch 4K UHD LED smart TV, and a \$150.00 gift card to Shop.NHL.com. Two second prize winners will each receive a \$100.00 gift card to Shop.NHL.com. Two third prize winners will each receive a one season subscription to NHL.tv™ for the 2020–2021 NHL® season, awarded in the form of an e-gift code redeemable at [www.nhl.com/subscribe](http://www.nhl.com/subscribe). The total approximate retail value of the prizes is \$1,300.00. No purchase is necessary to enter the sweepstakes, and the sweepstakes is open only to residents who are at least twenty-one years of age at the time of entry. The official rules indicate that alcohol is not included in the prize.

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<sup>1</sup> The official rules have been attached to this Advisory Opinion for your convenience.

OPINION: Section 5.32(h) of the Pennsylvania Liquor Control Board's ("PLCB") Regulations states that a manufacturer, manufacturer's representatives, or licensee may sponsor sweepstakes promotions subject to the following conditions:

- i. No purchase is necessary to enter.
- ii. Entrants shall be twenty-one years of age or older.
- iii. Retail licensed premises may only be involved as pick-up or drop-off points for entry forms and not for the conducting of drawings or the awarding of prizes.
- iv. Alcoholic beverages may not be part of the prize.

40 Pa. Code § 5.32(h).

This office has reviewed the proposed sweepstakes promotion and determined that it comports with applicable liquor laws and regulations, specifically section 5.32(h) of the PLCB's Regulations, 40 Pa. Code § 5.32(h).

Please be advised that prior approval of malt or brewed beverages point-of-sale ("POS") material and retail licensed premises POS material is no longer required. However, the requirement for prior approval of POS material intended for use in the PLCB's Fine Wine & Good Spirits stores from the Bureau of Product Selection remains. The total cost of all POS advertising material relating to any one brand of any one manufacturer at any one time may not exceed \$300.00 on a retail licensed premises. 47 P.S. § 4-493(20)(i).

Therefore, it is permissible to conduct this promotion in the Commonwealth in reference to the areas checked below:

- retail licensed premises.
- distributor licensed premises.
- both retail and distributor licensed premises.
- The PLCB's Fine Wine & Good Spirits stores, subject to approval of the Bureau of Product Selection (POS only).
- other – Internet, text messaging.

THIS OPINION APPLIES ONLY TO THE FACTUAL SITUATION DESCRIBED HEREIN AND DOES NOT INSULATE THE LICENSEE OR OTHERS FROM CONSEQUENCES OF CONDUCT OCCURRING PRIOR TO ITS ISSUANCE. THE PROPRIETY OF THE PROPOSED CONDUCT HAS BEEN ADDRESSED ONLY UNDER THE LIQUOR CODE AND REGULATIONS. THE LAWS AND POLICIES ON WHICH THIS OPINION IS BASED ARE SUBJECT TO CHANGE BY THE LEGISLATURE OR THE PENNSYLVANIA LIQUOR CONTROL BOARD.

Sincerely,



RODRIGO J. DIAZ  
CHIEF COUNSEL

cc: Pennsylvania State Police, Bureau of Liquor Control Enforcement  
Michael Demko, Executive Director  
Elizabeth Brassell, Director of Policy & Communications  
Stacy Kriedeman, Director, Marketing Communications  
Thomas Bowman, Director, Bureau of Product Selection  
[Ra-lbpromo@pa.gov](mailto:Ra-lbpromo@pa.gov)

LCB Advisory Opinion No. 20-199

# **Jägermeister Hockey Returns – Shot of the Night 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 AND DISTRICT OF COLUMBIA (D.C.), AND IS OPEN ONLY TO QUALIFIED PERSONS (AS DEFINED IN THE RULES BELOW) WHO ARE TWENTY-ONE (21) YEARS OF AGE OR OLDER AS OF THE DATE OF ENTRY. 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 SWEEPSTAKES 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:** Jägermeister Hockey Returns – Shot of the Night Sweepstakes (the “Sweepstakes”).

**Sweepstakes Dates:** Sweepstakes registration is scheduled to begin at 12:00:00am Eastern Time (“ET”) on **8/2/20** and end at 11:59:59pm ET on the day the last game in Round 1 of the Stanley Cup® Playoffs concludes (the “Registration Period”). The Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void outside of the U.S., and wherever prohibited or restricted by law

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

- (a) Employees, officers, and directors of **Mast-Jägermeister US, Inc.** (“Sponsor”), Mast-Jägermeister SE, Mast-Jägermeister US Holding, Inc., **Million Dollar Media, LLC** (the “Sweepstakes Administrator”), the National Hockey League (“NHL”), its member clubs, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V., NHL Interactive CyberEnterprises, LLC (the foregoing NHL entities, collectively, the “NHL Entities”); each of the foregoing’s respective franchisees, owners, contractors, parents, affiliated companies, subsidiaries, distributors, printers, advertising and promotion agencies; any and all other companies associated with the design or execution of this Sweepstakes; any employee, officer, director, member, shareholder, or agent of any licensed alcohol wholesaler, manufacturer, distributor or retailer of alcohol-beverage products (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 Sweepstakes, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grandchildren (including step grand-children) and each of their respective spouses, regardless of where they reside.

**How to Enter – Online Registration:** To enter, visit [www.jagermeister.com/en-US/ShotoftheNight](http://www.jagermeister.com/en-US/ShotoftheNight) during the “Registration Period”. Follow the online entry instructions provided to be entered into the grand prize drawing. 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*), state of residence and date of birth. After having read and agreed to these Official Rules, click the submit button to submit your online entry. All online entries must be fully complete with all required information and must be received by 11:59:59 pm ET on the day the last game in Round 1 of the Stanley Cup® Playoffs concludes to be eligible.

- a. After completing your online entry, you will have the option to share the Sweepstakes utilizing a personalized URL link provided on the entry confirmation page for that entry. If you choose to share the URL, you will earn one (1) additional bonus entry for each entrant who visits the website and completes an eligible entry utilizing your shared personalized URL link.

**By participating and submitting an entry, contestant agrees that Sponsor and its designated parties are authorized to contact entrant via email, text, mail, phone or any other form of media to make contestant 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. Contestants 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.**

**Maximum of one (1) entry per person per day.** Any incomplete or illegible entries will be disqualified. Released Parties are not responsible for lost, late, misdirected, illegible, incomplete, invalid, unintelligible, damaged, or for entries submitted in a manner that is not expressly allowed under these rules, or for any entry not submitted or

received due to any technical error or failure, unauthorized human intervention, inaccurate capture or mis-entry of any required information, or the failure to capture any such information for any reason including programming or technical errors, or effects of hackers or failure of any electronic equipment, computer or cellular transmissions and/or network connections; all of which will be disqualified.

Each participant must submit an entry on his/her own behalf. Any entry submitted on behalf of another individual or using another person's email address, name or phone number will be disqualified and ineligible to claim any prize. Any attempt by any participant to obtain more than the stated number of entries allowed by using same, multiple/different mobile numbers, identities, or any other methods void that participant's entries and that participant may be disqualified. No mechanically-reproduced or automated entries permitted. Use of any automated system to participate is prohibited and will result in disqualification and all such entries will be deemed void. All entries received become the property of the Sponsor and will not be returned.

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.

By registering to enter the Sweepstakes, you affirm that you have read and accepted these Official Sweepstakes Rules. All entrants agree to be bound by and abide by the official rules of the Sweepstakes.

**Winner Selection & Notification (1 grand prize, 2 second prize and 2 third prize winners):** Sponsor shall conduct a random prize drawing from among all eligible entries received following the conclusion of the Registration Period (*on or about 8/26/20*), to select a total of one (1) grand prize winner, two (2) second prize winners, and two (2) third prize winners (*see prize descriptions below*).

Maximum of one (1) prize award per person or household. If eligible entries are less than the scheduled number of prizes, then associated prizes shall not be awarded.

Each potential prize winner will be notified initially by phone following his/her selection. If the Sweepstakes Administrator is unsuccessful in its attempt to reach and speak directly with a selected potential prize winner by phone within 24-hours of the initial attempt to the phone number associated with his/her entry, then that contestant may be disqualified and an alternate potential prize winner may be randomly selected from among the remaining eligible entries and notified as per the procedures outlined above (*time permitting*).

- **Note: phone messages will not be left during the winner notification process.**

During winner notification, each selected potential prize winner must confirm their eligibility, and indicate their willingness to accept the associated prize award, as designated by Sweepstakes Administrator (see below). The potential prize winner will then receive official notification via email and will be required to complete and return within 24-hours of receipt of prize acceptance document including affidavit of eligibility and liability/publicity release form.

If a selected potential prize winner does not meet the eligibility requirements or elects to decline the prize, 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 contestant will not receive any alternate prize substitution or compensation.

All of the following will apply to each potential prize winner: 1) winner will be required to complete and return, within one (**1 day**) 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 grand prize winner); 2) prize winner will be required to present a copy of a valid driver's license or government I.D. as a condition of receiving any prize; and 3) grand prize winner will be issued a 1099 form reflecting the value of the grand prize award and is responsible for paying all applicable taxes on prize.

**Decisions of the Sponsor and Sweepstakes Administrator in the selection and determination of prize winners, and all matters relating to this Sweepstakes are final and binding.**

**Grand Prize Award (maximum 1 grand prize award):** The eligible entrant designated as the grand prize winner shall be awarded the following grand prize award:

- One (1) Jägermeister Shotmeister machine;

- One (1) 55-inch 4K UHD LED smart TV. Make, model, color and options as solely determined and designated by Sponsor. Prize does not include installation or any other costs or expenses associated with set up or use;
- One (1) \$150.00 gift card to Shop.NHL.com

ARV of grand prize: \$800;

**Second Prize Award (maximum 2 second prize awards):** Each eligible entrant designated as a second prize winner shall be awarded the following second prize award:

- NHL® at home décor or merchandise, awarded in the form of a \$100 gift card to Shop.NHL.com. Gift card is subject to terms and conditions.

ARV of each second prize: \$100;

**Third Prize Award (maximum 2 third prize awards):** Each eligible entrant designated as a third prize winner shall be awarded the following third prize award:

- A one (1) season subscription to NHL.tv™ for the 2020-2021 NHL® season, awarded in the form of an e-gift code redeemable at [www.nhl.com/subscribe](http://www.nhl.com/subscribe), or as otherwise solely determined and designated by Sponsor.

ARV of each third prize: \$150;

**General Prize Conditions: No alcoholic beverage is part of any prize award.** All other costs and expenses related to prize acceptance, redemption and 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 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 of comparable or greater value, at its sole discretion. Failure to collect or properly claim prize in accordance with these rules will result in forfeiture of the prize. If forfeited for any reason, participant 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. ARV of all available prize awards: \$1,300.

**Additional Rules & Restrictions:** By participating, entrants agree to abide by and be bound by the Official Rules and the decisions of the Sponsor and Sweepstakes 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 rules he/she will be required to forfeit the prize or to reimburse Sponsor for the stated value of the prize if such violation is discovered after winner has used the prize. Participation in Sweepstakes constitutes permission for the Sponsor, the Released Parties and their designees to use entrants' names, likenesses, images, biographical information, cities and states of residence 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 winners or any other person for failure to supply the prize or any part thereof by reason of any acts of God, pandemics, rescheduling of the NHL® season, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Released Parties' sole control.

Participants 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 a participant to complete or continue an entry due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Sponsor's control, 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 limitations, errors which may occur in connection with the printing or advertising of this Sweepstakes, administration or execution 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 or terminate the Sweepstakes for reasons including, but not limited to fraud, misconduct, regulatory requirements, acts of God, pandemics, cancellation, or rescheduling of the NHL® season, or if any technical issues or failures destroy or threaten the integrity of the Sweepstakes, in the opinion of the Sponsor/Sweepstakes 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/Sweepstakes Administrator, in their sole discretion. In the event of early termination of the Sweepstakes, Sponsor reserves the right to determine prize winner(s) in a random drawing from among all eligible, non-suspect entries received as of the time/date of such termination.

**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 York; (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 York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New York.

**DISCLAIMER OF WARRANTIES:** THE SPONSOR IS PROVIDING THE SWEEPSTAKES ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE SPONSOR DOES NOT REPRESENT OR WARRANT THAT THE SWEEPSTAKES OR THE TECHNOLOGY USED TO PROVIDE IT: (I) WILL BE UNINTERRUPTED OR SECURE; (II) WILL BE FREE OF DEFECTS, INACCURACIES OR ERRORS; OR (III) WILL MEET YOUR REQUIREMENTS OR ENABLE YOU TO PARTICIPATE IN IT. THE RELEASED PARTIES MAKE NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THESE RULES, AND HEREBY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT.

**Odds:** Odds of being selected as a prize 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 9/30/20 to: Jägermeister Hockey Returns – Shot of the Night Sweepstakes, P.O. Box 278, Woodbridge, NJ 07095. PLEASE SPECIFY which you are requesting, official rules or winners list.

**Sponsor:** This Sweepstakes is sponsored by Mast-Jägermeister US, Inc., 10 Bank Street, Suite 900, White Plains, NY 10606.

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

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