



September 1, 2020

Scott A. Schleifstein
Cohen Silverman Rowan LLP
3 Grace Avenue, #108
Great Neck, NY 11021
on behalf of Diageo Americas, Inc.
VIA E-MAIL

**RE: Crown Royal Ultimate Homegating Experience Sweepstakes
(National)**

Dear Mr. Schleifstein:

ISSUE: This correspondence is in response to your e-mail of August 14, 2020, in which you request legal review of a sweepstakes promotion to be conducted in Pennsylvania. On August 18, 2020, you clarified by telephone that the set of official rules you submitted with this request is for a national sweepstakes and is separate from a previous sweepstakes submission with the same title submitted at an earlier date.

According to the official rules you provided, the “Crown Royal Ultimate Homegating Experience Sweepstakes” promotion was scheduled to begin on August 15, 2020, and runs until December 1, 2020. To participate in the sweepstakes, interested individuals may enter online at www.crownroyal.com/gamday or by text message, as further detailed in the official rules.¹

One national prize winner will be randomly selected to receive a prize package that includes a television with a home theater speaker system, two recliners, a \$500.00 gift card to a food delivery service, and a twelve-month subscription to stream NFL games as further detailed in the official rules. One Pennsylvania resident will be randomly selected to receive a prize package that includes a virtual appearance by a former NFL player, a set of glasses and coasters, a signed Philadelphia Eagles memorabilia item, a jersey, and a television with a soundbar as further detailed in

¹ The official rules have been attached to this Advisory Opinion for your convenience.

the official rules. The total approximate prize value of all prizes available to Pennsylvania residents is \$6,940.00. 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 prizes.

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.

X The PLCB's Fine Wine & Good Spirits stores, subject to approval of the Bureau of Product Selection (POS only).

X 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

LCB Advisory Opinion No. 20-203

CROWN ROYAL ULTIMATE HOMEGATING EXPERIENCE SWEEPSTAKES

NO PURCHASE NECESSARY TO ENTER. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES, WHO ARE 21 YEARS OF AGE OR OLDER. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. This sweepstakes begins at or after 12:01 a.m. Eastern Time (ET) on August 15, 2020 and ends at 11:59:59 p.m. (ET) on December 1, 2020. To enter, follow these two (2) steps:
 - a. Go to www.crownroyal.com/gameday (“Website”), verify your age and provide your zip code.
 - b. Complete the entry form with all required information including your name, date of birth, zip code, telephone number and e-mail address and follow the on-screen instructions.

If you’re *not* a legal U.S. resident of Pennsylvania, you may instead receive a link to the mobile version of the Website by sending a text message with the word **GAMEDAY** from your handset addressed to **24272**. A link to the mobile version of the Website will be sent back to you (the user) via reply text message. Follow the above steps to enter the Sweepstakes on your mobile device. For additional support, text HELP to **24272** or STOP to cancel at any time. Check your phone capabilities for specific text messaging instructions. For the avoidance of doubt, sending text message alone will NOT result in entry; the entry form must also be completed and submitted on the (mobile) Website in accordance with the provided instructions.

By texting “GAMEDAY” to 24272, you agree you are of legal age to purchase beverage alcohol in the U.S. and to receive recurring marketing SMS and MMS messages, including text messages, using an automatic telephone dialing system from Diageo Americas, Inc. You also agree to these official rules. **Message & Data Rates May Apply.** Text STOP in reply to any message to stop receiving our messages. You may also text HELP to 24272 for more information. Consent is not a condition of any purchase.

Internet access and valid e-mail address are required to enter the Sweepstakes. If utilizing the mobile version of the Website, wireless Internet access and/or other fees may apply; if accessing the mobile version of the Website via link provided by reply text message, standard text messaging fees apply and user will be charged for all text messages sent and received from their handset according to the terms in their individual Calling Plan with their cellular provider. In all cases, please consult your wireless service provider regarding your pricing plan. Not all cellular phone providers carry necessary service to enter via mobile website or to receive a link to the mobile website via text messaging service. Wireless Internet access and text messaging service are not available in all areas.

All entries must be received no later than 11:59:59 p.m. ET on December 1, 2020; but, as discussed below, legal U.S. residents of Pennsylvania must enter the Sweepstakes between August 31, 2020 and October 4, 2020 in order to be eligible to win the prize offered solely to

Pennsylvania State residents (i.e., the Pennsylvania State Prize).

There is a limit of one (1) entry per person. Multiple entries will automatically result in disqualification. Receipt of entry may be acknowledged by Sponsor but any such acknowledgment is not binding other than indicating that entry has been received. No alterations or forged entries are permitted. The prize will be awarded to the name corresponding to the e-mail address indicated on entry form.

Sponsor is not responsible for technical difficulties, telephone or cell phone service disruptions or other equipment or service issues which might affect the ability of a Website (or mobile Website) visitor to enter on-line; the ability of persons (excluding legal U.S. residents of Pennsylvania) to receive a link to the mobile Website; or the ability of the Sponsor to notify the winners. Sponsor assumes no responsibility for lost, late, damaged, misdirected, illegible, garbled, corrupted, jumbled, inaccessible, incomplete, incorrect entries or other Sweepstakes materials, all of which are void. Facsimiles or mechanical reproductions will not be accepted. All entries become the property of the Sponsor and will not be returned.

Entrants' personal information will only be used for purposes of Sweepstakes administration and/or in connection with the prize, unless an entrant expressly consents beforehand in writing to such other use by Sponsor as provided for herein. For more information, please review Diageo's Privacy & Cookie Notice at https://footer.diageohorizon.com/dfs/assets/www.crownroyal.com/PrivacyPolicy_uen.html?locale=uen-us as well as Diageo's Conditions of Use at https://footer.diageohorizon.com/dfs/assets/www.crownroyal.com/TnC_uen.html?locale=uen-us. In the event of any discrepancy between the privacy policy and these Official Rules, the privacy policy shall control and govern; in the event of any discrepancy between the conditions of use and these Official Rules, the conditions of use shall control and govern.

In this Sweepstakes, Sponsor will offer one (1) prize nationally ("National Prize") as well as additional prize to residents of certain, specific states as set forth below ("State Prizes"). As Sponsor will offer the Pennsylvania State Prize during the time period of August 31, 2020 and October 4, 2020 (although legal U.S. residents of Pennsylvania may enter for a chance to win the National Prize from August 15 to August 31 as well as from October 5 to December 1), Sponsor has created a separate set of official rules solely for the Pennsylvania State Prize Sweepstakes, which are accessible at the Website. For the avoidance of doubt, all other State Prizes are addressed solely in these Official Rules. (The Pennsylvania State Prize Sweepstakes Official Rules are incorporated herein by reference and made a part of these Official Rules. Should there be any inconsistency between these Official Rules and the Pennsylvania State Prize Sweepstakes Official Rules, these Official Rules shall prevail, govern and control in all respects *other than* the offering and award of the Pennsylvania State Prize, as to which the Pennsylvania State Prize Sweepstakes Official Rules will prevail, govern and control.)

2. PRIZES

National Prize:

One (1) Prize will be awarded. Winner will receive a prize package consisting of:

- Flat screen “smart” television with home theater speaker system;
- Two (2) luxury recliners;
- \$500 gift card to food delivery service of Sponsor’s sole choosing (gift card is subject to terms and conditions of food delivery service issuing same)†
- 12 month subscription to stream NFL games on a live television streaming service of Sponsor’s sole choosing (specific NFL package to be determined by Sponsor in its sole discretion)

†If winner lives outside the coverage area of food delivery service, winner will receive a \$500 gift card from an issuer of Sponsor’s sole choosing (gift card is subject to issuer’s terms and conditions).

Total approximate retail value (“ARV”) of National Prize: \$4440.00.

State Prizes:

(a) Arizona:

One (1) Prize will be awarded. Winner will receive a prize package consisting of:

- Signed Arizona Cardinals football helmet (Arizona Cardinals player/coach signing same to be determined by Sponsor in its sole discretion);
- Two (2) portable chairs suitable for tailgating;
- Insulated hard cooler with CROWN ROYAL logo;

Total approximate retail value (“ARV”) of Arizona State Prize: \$665.00. (Approximate retail value of prize does not reflect re-sale value of signed helmet.)

(b) Indiana:

Two (2) Prizes will be awarded. Each winner will receive a prize package consisting of:

- Traeger® outdoor pellet grill;
- Two (2) portable chairs suitable for tailgating;
- Cornhole game (two [2] plywood boards and eight [8] canvas duck bags)

Total approximate retail value (“ARV”) of each Indiana State Prize: \$800.00.

(c) Louisiana:

One (1) Grand Prize and one (1) Runner-Up Prize will be awarded.

Grand Prize winner will receive a prize package consisting of:

- \$1500 Saints Pro Shop gift card;
- Virtual appearance by a Former NFL player (player to be determined by Sponsor)

Runner-Up Prize winner will receive a \$1000 Saints Pro Shop gift card.

(d) Michigan:

Four (4) Prizes will be awarded. Each winner will receive a \$300 gift certificate to the Detroit Lions Team Shop.

Total value of each Michigan State Prize: \$300.00.

(e) Missouri:

One (1) Grand Prize and one (1) Runner-Up Prize will be awarded.

Grand Prize winner will receive a prize package consisting of:

- \$1500 Official Chiefs Pro Shop gift card;
- Virtual appearance by a Former NFL player (player to be determined by Sponsor)

Runner-Up Prize winner will receive a \$1000 Official Chiefs Pro Shop gift card.

(f) North Carolina:

One (1) Prize will be awarded. Winner will receive a prize package consisting of:

- Charcoal Barbecue Grill;
- Two (2) portable chairs suitable for tailgating;
- One (1) portable table suitable for tailgating

Total approximate retail value (“ARV”) of North Carolina State Prize: \$1200.00.

(g) Pennsylvania:

One (1) Prize will be awarded. Winner will receive a prize package consisting of:

- Virtual appearance by a former NFL player (player to be determined by Sponsor)

- Set of (4) CROWN ROYAL and Philadelphia Eagles whiskey rocks, glasses and coasters
- Signed Philadelphia Eagles memorabilia item (specific type of memorabilia item and Philadelphia Eagles player/coach signing same to be determined by Sponsor and the Eagles)
- Winner's choice of Philadelphia Eagles jersey (adult size only; winner to select from home and road jerseys for Philadelphia Eagles players in-stock at the time of selection by Winner and sold by the Eagles/NFL Entities; excludes "retro" and customized jerseys)
- Television and Soundbar

Total approximate retail value ("ARV") of Pennsylvania State Prize: \$2500.00. (Approximate retail value of prize does not reflect re-sale value of signed memorabilia item).

(h) Wisconsin:

Two (2) Prizes will be awarded. Each winner will receive a prize package consisting of:

- \$400 gift certificate to Green Bay Packers Pro Shop (redeemable on-line at www.packersproshop.com or at Green Bay Packers' home stadium; terms and conditions apply);
- Insulated hard cooler;
- Set of four (4) tumblers with CROWN ROYAL logo;
- cornhole game (two [2] plywood boards and eight [8] canvas duck bags)

Total approximate retail value ("ARV") of each Wisconsin State Prize: \$800.00.

TOTAL APPROXIMATE RETAIL VALUE OF ALL PRIZES: \$18205.00.

NO PRIZES INCLUDE ALCOHOL BEVERAGES.

For 12 month subscription to stream NFL games component of National Prize: winner is solely responsible for all costs associated with necessary hardware, software and Internet connection to utilize prize. Unless winner affirmatively elects to renew same, subscription will terminate at the end of the 12 month period.

For Traeger® pellet grill (component of Indiana State Prize) and charcoal barbecue grill (component of North Carolina State Prize):

- (a) The grill is intended for use outdoors in a well-ventilated area and should be placed/installed on a non-flammable surface. Winner is solely responsible for having a suitable piece of land for safe placement/operation of the grill, including appropriate clearance from combustible material.
- (b) Grill must be monitored at all times during use. Never leave grill unattended for any amount of time

- (c) Only grill manufacturer's pellets/charcoal should be used in grill.
- (d) As Traeger® grill is run by electricity, do not use lighter fluid, kerosene or any other flammable material in conjunction with Traeger® hardwood pellets.
- (e) For charcoal grill, only a natural or electric charcoal starter should be used with charcoal, but not lighter fluid.
- (f) Assembly of grill may be required as per manufacturer's instructions.
- (g) WINNER EXPRESSLY WAIVES ANY CLAIM HE/SHE MAY HAVE AGAINST SPONSOR UNDER ANY LEGAL THEORY RELATIVE TO INSTALLATION AND USE OF THE GRILL. WINNER UNDERSTANDS AND AGREES THAT HE/SHE HAS NO LEGAL RECOURSE AGAINST SPONSOR WITH REGARD TO ANY DEFECT IN OR RELATING TO THE APPEARANCE, INSTALLATION AND/OR USE OF THE GRILL.

Where not otherwise specified, manufacturer/model/properties of items constituting prize will be determined in Sponsor's sole discretion. Sponsor reserves the right to ship the various items constituting each prize separately; for State Prizes, items will only be shipped to a street address within the applicable State. Actual prize items may differ from images of same in Sweepstakes advertising, with Sponsor and NFL Entities [as defined below], including but not limited corresponding professional football teams, expressly disclaiming any liability in conjunction therewith. To the extent applicable, should winner decline any element of prize, no substitute prize or compensation will be awarded and the liability of Sponsor shall be limited to award of the remaining elements of the prize. To the extent applicable, any difference between the stated ARV of a prize and the actual prize value will not be awarded.

For virtual appearance by a Former NFL player (component of Louisiana, Missouri and Pennsylvania State Prizes):

- a) **Appearance will take place at a date/time to be determined by Sponsor in its sole discretion. For Missouri and Louisiana State Prizes: appearance is projected to take place in mid-January/February 2021; for Pennsylvania State Prize, appearance is projected to take place in November/December 2020 or January 2021. In all cases, Sponsor will endeavor to provide winner with reasonable notice in advance of the actual date and time of appearance but will provide no less than five (5) business days' advanced notice. If winner is not available on such date/time for any reason, appearance element of corresponding prize will be forfeited and the liability of Sponsor will be limited to the award of the remaining elements of the corresponding prize.** Such virtual appearance will be organized by Sponsor and Former NFL Player only with no involvement or responsibility from any professional football team. Professional football teams associated with the Louisiana, Missouri and Pennsylvania State Prizes (i.e., the New Orleans Saints, Kansas City Chiefs and Philadelphia Eagles, respectively) will have no liability for any claim arising in connection with participation in this Sweepstakes or the award of the prize or such virtual appearance.
- b) The agenda and content of appearance shall be determined by Sponsor in its sole discretion.

- c) Appearance will last approximately 20-30 minutes. Should appearance end prematurely due to interruption of any kind, the liability of Sponsor shall be limited to award of the appearance for such shortened time period and the remaining elements of the corresponding prize.
- d) Virtual appearance will be provided via video teleconference service provider of Sponsor's sole choosing.
- e) Winner may invite up to the allotted number of guests (for Missouri/Louisiana State Prizes, up to four [4] guests; for Pennsylvania State Prize, up to ten [10] guests), each of whom are 21 years of age or older and who sign and return a Liability/Publicity Release (along with valid proof of age; for example, a birth certificate, driver's license or passport) to attend the appearance as per Rule 4 below. Should winner choose to invite fewer than the corresponding number of allotted guests or if such guests are invited but do not timely sign and return a Liability/Publicity Release prior to the appearance, the liability of Sponsor shall be limited to award of the appearance for the winner and actual number of validated/approved guests and the remaining elements of the corresponding prize.
- f) Appearance will be monitored and supervised by Sponsor.
- g) Winner and guests understand and agree that Sponsor may record the appearance for possible use for advertising and promotional purposes (the "Recording"). Winner and guests hereby grant to the Sponsor, NFL Entities, and professional football teams associated with the Louisiana, Missouri and Pennsylvania State Prizes as applicable (i.e., for the Louisiana State Prize, the New Orleans Saints; for the Missouri State Prize, the Kansas City Chiefs; for the Pennsylvania State Prize, the Philadelphia Eagles) the right to use the Recording, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times for advertising and promotional purposes without additional consideration. However, winner and guests are PROHIBITED from making their own recordings of appearance without the prior written consent of Sponsor (and such consent may be granted or withheld without liability of any kind).
- h) Participation of Former NFL player is offered subject to his availability and professional commitments. If Former NFL player is not available for the entire intended duration of appearance, the liability of Sponsor shall be limited to award of the appearance with the Former NFL player for such shortened time period and the remaining elements of the prize. In the unlikely event that the Former NFL player is completely unavailable for appearance, Sponsor shall select a replacement Former NFL player and the liability of Sponsor shall be limited to award of the appearance by such replacement Former NFL player and the remaining elements of the corresponding prize.
- i) Winner and all guests must conduct themselves at all times in a socially responsible, respectful and appropriate manner toward Former NFL player and other persons in attendance at appearance. APPEARANCE WILL BE IMMEDIATELY TERMINATED

IF WINNER FAILS TO CONDUCT HIM/HER/THEMSELVES APPROPRIATELY DURING APPEARANCE. GUEST WILL BE EXPELLED FROM APPEARANCE IF GUEST FAILS TO CONDUCT HIM/HER/THEMSELVES APPROPRIATELY DURING APPEARANCE. IN ALL CASES, SPONSOR SHALL DETERMINE IN ITS SOLE DISCRETION WHAT CONSTITUTES APPROPRIATE BEHAVIOR WITH SUCH DETERMINATION BEING FINAL AND BINDING. By way of example only and without limitation of any kind, winner and all guests (a) must wear appropriate attire at all times during appearance (no partial or full nudity) and NOT make any lewd or sexually suggestive gestures or comments during appearance; (b) NOT consume alcohol beverages during appearance; (c) NOT engage in any act that would imply that the consumption of alcohol beverages is acceptable before or while operating machinery, driving a vehicle or undertaking any other activity that requires a high degree of alertness or physical coordination during appearance; (d) NOT engage in any act that would degrade or demean the human form, image or status of women, men or the members of any group based on race, religion, ethnic background, sexual orientation or any other minority status during appearance; AND (e) NOT engage in any act which otherwise reflects poorly on the CROWN ROYAL brand of Canadian whiskey, the corresponding professional football team (i.e., the Kansas City Chiefs, New Orleans Saints or the Philadelphia Eagles, as the case may be), NFL Entities, or the Former NFL player personally during appearance, including insulting, defaming or embarrassing the Former NFL player in any way. In the event of termination of the appearance due to winner's conduct pursuant to this subsection, the winner will forfeit the corresponding prize in its entirety, with Sponsor having no liability in conjunction therewith under any legal theory.

- j) Winner and each of his/her/their guests will be solely responsible for any and all costs associated with accessing and using technology necessary to attend appearance. The preceding includes but is not limited to costs of software, hardware and Internet connection. If winner does not have the ability to access and use such technology so as to attend appearance, the liability of Sponsor shall be limited to award of the remaining elements of the prize. If any guest of winner does not have the ability to access and use such technology so as to attend appearance, Sponsor shall not have any liability of any kind under any legal theory.
- k) IT IS THE SOLE RESPONSIBILITY OF WINNER AND HIS/HER/THEIR GUESTS TO ASSURE THAT NO PERSONS UNDER THE AGE OF 21 HAVE ACCESS TO APPEARANCE. WINNER AND HIS/HER/THEIR GUESTS ARE THEREFORE CAUTIONED TO ACCESS VIDEO TELECONFERENCE IN A PRIVATE, SECURE LOCATION.

4. Winner Determination: Except for the Pennsylvania State Prize†, winners will be determined via random drawing on or about December 4, 2020 by an independent third party judging organization (“Judges”) whose decisions will be final in all matters relating to this Sweepstakes. The National Prize random drawing will consist of all eligible entries received from legal U.S. residents regardless of their state of residence. Each State Prize random drawing will consist of all eligible entries received from legal U.S. residents who

reside in the corresponding State; by way of example, only legal U.S. residents of Arizona are eligible for the Arizona State Prize drawing, while only legal U.S. residents of Wisconsin are eligible for the Wisconsin State Prize drawing. The zip code provided on entry form will be used to determine whether an entrant is eligible for a State Prize random drawing in addition to the National Prize random drawing. (The National Prize random drawing will take place prior to the State Prize random drawings.) Odds of winning a National Prize will be determined by the total number of eligible entries received from legal U.S. residents regardless of their state of residence. Odds of winning a prize in a State Prize random drawing will be determined by the total number of eligible entries received from legal U.S. residents from the corresponding State.

†For the Pennsylvania State Prize, the State Prize drawing will take place on or about November 4, 2020.

5. Winner Notification: Winners will be notified by phone and/or e-mail (method[s] of notification is of Sponsor's sole determination) on or about December 8, 2020.‡ Winners will be required to sign and return a Declaration of Eligibility, a Liability Release and a Publicity Release (where lawful) within five (5) days of notification (or such shorter amount of time as may be designated on winner notification) or prize will be forfeited and may be awarded to another winner at Sponsor's sole discretion. (For the Louisiana and Missouri State Prizes, the virtual appearance by a Former NFL player element of same will only be awarded, time permitting.) If winner cannot be located or does not respond to attempt(s) to be notified within five (5) days (or such shorter amount of time that Sponsor may designate at time of notification), prize will automatically be forfeited, and an alternate winner may be selected at Sponsor's sole discretion. (For the Louisiana and Missouri State Prizes, the virtual appearance by a Former NFL player element of same will only be awarded, time permitting.)

‡For the Pennsylvania State Prize, the winner will be notified on or about November 6, 2020. Additional restrictions apply to notification and claiming of the Pennsylvania State Prize as set forth in the Pennsylvania Sweepstakes Official Rules.

For the Louisiana, Missouri and Pennsylvania State Prizes, each guest of winner (for the virtual appearance by a Former NFL player) must sign and return a Liability Release and a Publicity Release (where lawful) within five (5) days of notification of winner (or such shorter amount of time as may be designated on winner notification) or such person will not be permitted to attend appearance and Sponsor in its sole discretion may allow winner to select another person as a replacement guest to attend appearance, time permitting (contingent upon such replacement guest being 21 years of age or older and timely signing/returning a Liability Release and Publicity Release [where lawful]). If Sponsor determines in its sole discretion that sufficient time does not remain prior to the appearance for selection and verification of replacement guest(s), winner must accept the prize without the full complement of guests for the appearance; and the liability of Sponsor shall be limited to award of the appearance with only the validated/approved number of guests along with the remaining elements of the corresponding prize.

Winners agree that an electronic signature/affirmation or facsimile version of the Declaration of Eligibility, a Liability Release and a Publicity Release (where lawful) shall have the same legal force and effect as a hand-signed document. Notwithstanding the foregoing, should Sponsor determine in its sole discretion that the electronically signed/affirmed/facsimile version of the Declaration/Release is not acceptable, Sponsor may condition award of prize on return of the actual hand-signed document.

For the Louisiana, Missouri and Pennsylvania State Prizes, each guest of winner agrees that an electronic signature/affirmation or facsimile version of the Liability Release and Publicity Release shall have the same legal force and effect as a hand-signed document. Notwithstanding the foregoing, should Sponsor determine in its sole discretion that the electronically signed/affirmed/facsimile version of the Release is not acceptable, Sponsor may condition attendance at the virtual appearance on the guest's return of the actual hand-signed document.

Except where prohibited, acceptance of prize(s) constitutes winner's consent to use of his/her name, likeness and biographical data for advertising and promotional purposes without additional compensation. Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the promotion without notice or further obligation.

Prize information will be provided to winner upon proof of eligibility. Winner must furnish valid proof of age (for example, a driver's license, birth certificate or passport). A Declaration/Release must be provided to Judges before prize can be received. No prize will be awarded unless the Declaration/Release has been received by Judges.

5. Eligibility: This Sweepstakes is open only to legal residents of the United States, who are 21 years of age or older at the time of entry. Void where prohibited or restricted by law. Employees of the following entities and members of their families or households (whether related or not) are not eligible for participation under any circumstances: Diageo Americas, Inc., NFL Entities (including but not limited to the following professional football teams: Arizona Cardinals, Indianapolis Colts, New Orleans Saints, Detroit Lions, Kansas City Chiefs, Carolina Panthers, Philadelphia Eagles and Green Bay Packers), Traeger Pellet Grills, LLC and (as appropriate) their respective subsidiaries, owners, agencies, affiliates, printers, advertising and promotion agencies (Judges), alcohol beverage suppliers, importers, wholesalers, distributors or retailers. All federal, state and local laws apply.

6. General Conditions: Entry in the Sweepstakes constitutes an entrant's full and unconditional agreement to abide by and accept the terms and conditions of these Official Rules and the decisions of the Judges, which are final and binding in all respects. No substitution of prize or cash equivalent except at Sponsor's sole discretion. (For the National Prize, Louisiana, Michigan, Missouri and Wisconsin State Prizes, the preceding excludes applicable laws which allow for the redemption of a gift certificate/gift card by the holder of same for its cash value.) The National Prize winner (or a member of his/her family, address or household) may also win one (1) State Prize; for the Indiana, Louisiana, Missouri, Michigan and Wisconsin State Prizes, there is a limit of one (1) State Prize per family, address or household. Prizes are non-

transferable, non-assignable except at the sole discretion of the Sponsor. All federal, state and local taxes on prize(s) are winner's sole responsibility. By accepting prize, winner waives the right to assert as a cost of winning said prize, any and all costs of redemption or travel to redeem said prize and any and all liability that might arise from redeeming or seeking to redeem said prize. Sponsor reserves the right to conduct a background check of any criminal records of prize winners (and, for Louisiana, Missouri and Pennsylvania State Prizes, and the winner's guests at the virtual appearance by the Former NFL player). To the extent necessary and permitted by law, prize winners and their guests (for Louisiana, Missouri and Pennsylvania State Prizes) shall authorize this background check. Sponsor reserves the right, at its sole discretion, to disqualify prize winners and their guests (for Louisiana, Missouri and Pennsylvania State Prizes) based on the background check. Winner also accepts sole responsibility for any miscellaneous and unspecified costs relating to his/her participation in Sweepstakes, acceptance, use, misuse, or possession of prize(s).

Entrants hereby agree to indemnify and hold Sponsor, NFL Entities (including but not limited to the following professional football teams: Arizona Cardinals, Indianapolis Colts, New Orleans Saints, Detroit Lions, Kansas City Chiefs, Carolina Panthers, Philadelphia Eagles and Green Bay Packers), as well as Facebook, Inc./Instagram harmless from and against any third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses, including attorney fees and court costs, arising out of any breach or alleged breach of any of the warranties and representations set forth above. Sponsor makes no representation or warranty of any kind regarding prizes; the only warranties – if any – on any prize are those of the entity supplying such prize.

The value of the prize won by a participant under the sweepstakes may be taxable as income to its winner. Winner is solely responsible for any and all taxes and/or fees associated with the prize. All prize winners other than Michigan State Prize winners will be issued an IRS Form W-9 with the Declaration of Eligibility, a Liability Release and a Publicity Release (where lawful) and a subsequent IRS Form 1099. Should winner win both the National Prize and a State Prize, the IRS Form 1099 will reflect the aggregate value of the prize(s) won. Upon receipt of prize(s), the winner shall be required to comply with any and all applicable federal, state and local law, rules and regulations.

In consideration of his/her receipt of any prize, prize winner for himself or herself and his or her guest, heirs, personal representatives and assigns shall voluntarily and knowingly completely and forever release, waive and discharge Sponsor and all related parties, NFL Entities (including but not limited to the following professional football teams: Arizona Cardinals, Indianapolis Colts, New Orleans Saints, Detroit Lions, Kansas City Chiefs, Carolina Panthers, Philadelphia Eagles and Green Bay Packers), as well as Facebook, Inc./Instagram, against any and every kind of claim, demand, injury, costs, attorney fees, right, liability or cause of action or other liabilities of whatever kind or nature, known or unknown, absolute or contingent, and whether or not fixed, which the prize winner ever had, now has or might in the future have arising in any way or related to this Sweepstakes, including, but not limited to, prize winner's participation in the Sweepstakes; prize winner's Sweepstakes entry; use of prize winner's name, biographical information, signature, image or likeness; prize winner's receipt, use or inability to use any prize or part thereof, including but not limited to injury or loss sustained in any travel related to the

prize; financial claims; physical and/or emotional injury; and/or any other legal claim that may arise, whether under contract, tort, warranty or any other theory or claim.

6. Text Message Entry Conditions: Sweepstakes is intended for participation in the United States only and shall be construed only according to United States law. Sponsor and its agencies are not responsible for SMS/text messages not received (by or from entrant) due to lost, failed, delayed or interrupted connections or miscommunications, or to other electronic malfunctions, delays, or errors of any kind in the transmission or receipt of SMS/text messages. Sponsor is not responsible for incorrect or inaccurate information, whether caused by any human or technological error that may occur in the processing of SMS/text messages in this Sweepstakes. Any other attempted form of entry via SMS/text message not specified herein is prohibited; no automatic, programmed; robotic or similar means of entry are permitted.

7. Electronic Entries: In the event of a dispute, online entries (including entries made on mobile Website) will be deemed made by the authorized account holder of the e-mail address submitted at time of entry. The authorized account holder is the natural person who is assigned to the e-mail address by an internet access provider, online service, or other organization that is responsible for assigning e-mail addresses. Sponsor and its agencies are not responsible for lost, late, damaged, illegible, misdirected, incomplete entries, or for online entries (including entries made on mobile Website) not received due to lost, failed, delayed or interrupted connections or miscommunications, or to other electronic malfunctions, delays, or errors of any kind in the transmission or receipt of online entries. Sponsor is not responsible for incorrect or inaccurate entry information, whether caused by website visitors or by any human or technological error that may occur in the processing of online entries (including entries made on mobile Website) in this Sweepstakes. Sponsor reserves the right, in its sole discretion, to cancel or suspend all or a portion of the Sweepstakes, should viruses, bugs or other causes beyond control of the Sponsor corrupt the administration, security or proper operation of the Sweepstakes. **CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY WEBSITE (INCLUDING MOBILE WEBSITE) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS; AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

9. Winners' List: For winners' list, please send a self-addressed stamped envelope to CROWN ROYAL Ultimate Homegating Experience Sweepstakes Winners, P.O. Box 1008, Rocky Hill, CT 06067-1008. All requests for the winners' list must be postmarked by January 4, 2021 and received by January 19, 2021.

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