



September 1, 2020

Michelle Jensen
207 High Point Drive
Victor, NY 14564
on behalf of Constellation Brands, Inc.
VIA E-MAIL

RE: Roll Out The Barrel Sweepstakes

Dear Mr. Jensen:

ISSUE: This correspondence is in response to your e-mail of August 4, 2020, in which you request legal review of a sweepstakes promotion to be conducted in Pennsylvania.

According to the official rules you provided, the “Roll Out The Barrel Sweepstakes” promotion was scheduled to begin on August 31, 2020 and runs October 4, 2020. To participate in the sweepstakes, interested individuals may enter online at RollOutTheBarrel.dja.com or by text message, as further detailed in the official rules.¹

Fifty grand prize winners will be randomly selected to each receive a box of cigars. The total approximate retail value of the prizes is \$5,000.00. No purchase is necessary to enter the sweepstakes, and the sweepstakes is open only to Pennsylvania residents who are at least twenty-one years of age at the time of entry. The case card terms and conditions indicate that alcohol is not included in the prize.

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.

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

- 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

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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. 20-206



Date: July 22, 2020
Client: Constellation Brands
Program: Pennsylvania Liquor Control Board – Roll Out the Barrel Sweepstakes
Subject: Official Rules – FINAL

ROLL OUT THE BARREL SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER THE SWEEPSTAKES.
A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.

1. **PROMOTION PERIOD:** The Roll Out the Barrel Sweepstakes (the “Sweepstakes”) begins at 12:00 AM Eastern Daylight Time (“EDT”) on August 31, 2020 and ends at 11:59 PM EDT on October 4, 2020 (the “Promotion Period”).
2. **ELIGIBILITY:** The Sweepstakes is open only to legal United States (“U.S.”) residents residing in Pennsylvania, who are 21 years of age or older as of date of entry. Employees of Constellation Brands, Inc. (“Sponsor”), Don Jagoda Associates, Inc. (“Administrator”), Pennsylvania Liquor Control Board, their respective parents, subsidiaries, divisions, affiliates, suppliers, distributors and advertising, promotional and judging agencies (collectively, “Released Parties”), any person affiliated with the alcoholic beverage industry, including but not limited to retailers of alcohol products, and their immediate and extended family members (including but not limited to spouses, domestic partners, parents, children, and siblings) and household members of each (whether related or not) are not eligible to participate or win. Void outside Pennsylvania and where prohibited by law. All federal, state and local laws and regulations apply. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s and Administrator’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.
3. **HOW TO ENTER:**

Limit one (1) Entry (defined below) per person/email address per day, regardless of method of entry. Entrants may enter the Sweepstakes using one (1) of the two (2) entry methods described below:

- **VIA TEXT MESSAGING:** During the Promotion Period, using your 2-way text messaging-capable device (“Device”), text the keyword BARREL to short-code 20102. After your message with the keyword is received, you will receive a reply message requesting your date of birth (mm/dd/yyyy) and your valid primary email address. After you reply with an eligible date of birth and your valid primary email address, you will receive one (1) entry into the Sweepstakes (“Text Entry” or “Entry”). Sponsor cannot guarantee this Sweepstakes will be available via all wireless service providers. Text messaging is available on participating wireless service providers only, whose instructions may vary. Message and data rates may apply. Your wireless service provider may charge you for each text message you send and receive, including any error messages. Check with your wireless service provider on these and any other applicable charges. If you wish to opt out of receiving reply text messages, text STOP to 20102. Text HELP to 20102 for support. By texting the keyword BARREL to 20102, you



agree that you are providing Sponsor and Administrator express, written consent for you to send and receive up to ten (10) text messages (excluding error messages) relating to each Sweepstakes Entry. Consent is not a condition of any purchase.

- **VIA WEBSITE:** During the Promotion Period, visit RollOutTheBarrel.dja.com (“Website”) and follow the instructions to complete (including providing your valid primary email address and phone number) and submit the online Entry form (“Website Entry” or “Entry”), to be entered into the Sweepstakes.

All Entries must be received within the Weekly Entry Period timing indicated in the chart below to be eligible for that Weekly Entry Period’s drawing only and the Grand Prize drawing. Entries must be received by 11:59 PM EDT on October 4, 2020. Multiple entrants are not permitted to share the same email address or phone number to submit an Entry.

4. **RANDOM DRAWINGS:** Fifty (50) Grand Prize winners will be randomly selected on or about October 5, 2020, from among all eligible Entries received throughout the Promotion Period. Random drawing will be conducted by Administrator, an independent judging organization whose decisions are final on all matters relating to the Sweepstakes. The odds of winning a Grand Prize will depend on the total number of entries received throughout the Promotion Period. Limit one (1) Grand Prize per person/household.
5. **PRIZES & APPROXIMATE RETAIL VALUE (“ARV”):** Fifty (50) Grand Prizes: A box of Sponsor-specified cigars (ARV: \$100 each). Prizes consist of only the item specifically listed as the prize in these Official Rules.
6. **WINNER NOTIFICATION:** If a potential winner entered via Text Entry, he/she will be notified via the phone number used to enter in order to provide information back to the Administrator. If a potential winner entered via Text Entry and fails to respond after two (2) phone call attempts, his/her prize may be forfeited and an alternate winner may be selected in a random drawing from among all remaining eligible Entries. If a potential winner entered via Website Entry, he/she will be notified via email. Once a potential Grand Prize winner has been contacted, he/she will be required to provide information required to verify his/her eligibility and mailing address for prize fulfillment. Noncompliance within any specified time period or return of any prize/prize notification as undeliverable, or declining a prize for any reason, will result in disqualification without further notice and an alternate winner may be selected in a random drawing from among all remaining eligible Entries
7. **GENERAL CONDITIONS, RELEASE AND LIMITATION OF LIABILITY:** No transfer, assignment, substitution for any prize will be permitted. The Released Parties assume no responsibility or liability for damages, losses or injury resulting from acceptance, use or misuse of any prize. In no event will more than the stated number of prizes be awarded. If an entrant submits more than the stated number of Entries permitted, and/or if the Sponsor or Administrator suspects that an entrant attempted to obtain additional Entries by using multiple or different email addresses, registrations, identities or any other method, Sponsor and Administrator will void that entrant’s Entries and that entrant may be disqualified. Entries generated by script, macro or other automated means and Entries by any means which subvert the Entry process are void. Entries will not be acknowledged or returned. The Released Parties are not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected Entries, which will be disqualified. Any use of robotic, repetitive, automatic, programmed or similar Entry methods or agents (including, but not limited to, sweepstakes entry services to create fraudulent phone numbers, email addresses and/or identities) will



void all Entries by that entrant. In the event of a dispute as to any Text Entry, the authorized account holder of the Device used to enter (and associated with that phone number) will be deemed to be the entrant. The “authorized account holder of a Device” is the natural person in whose name the Device has been issued and the services are billed. If the potential winner entered via Text Entry, he/she may be required to show proof of being the authorized account holder associated with the Entry. In the event of a dispute as to any Website Entry, the authorized account holder of the email address used to enter will be deemed to be the entrant. The “authorized email account holder” is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. If the potential winner entered via Website Entry, he/she may be required to show proof of being the authorized account holder of the email address associated with the Entry. In exchange for the right to participate in the Sweepstakes, entrants/winner/travel companion agree to release, discharge and hold harmless Released Parties from and against any and all liability (including, but not limited to, damages caused or claimed to be caused, losses, or injury) arising out of participation and/or acceptance/use or misuse of any prize, and agree to be bound by these Official Rules and Administrator’s or Sponsor’s decisions, which are final. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. The Released Parties are not responsible for any typographical or other error in the printing of the Sweepstakes material, administration of the Sweepstakes or in the announcement of the Grand Prize.

NOTICE: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE THE 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 INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. The Released Parties are not responsible for faulty, incorrect, undeliverable or mistranscribed phone/email transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind including any injury or damage to any person's computer, phone or device related to or resulting from participating in or experiencing any materials in connection with the Sweepstakes, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer or device transmission that may limit a user's ability to participate in the Sweepstakes. The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims. The Released Parties assume no responsibility for undeliverable emails, including but not limited to those resulting from any form of active or passive email filtering by a user's Internet service provider and/or email client or for insufficient space in user's email account to receive email. Sponsor reserves the right to cancel or modify the Sweepstakes if fraud, misconduct or technical failures threaten the integrity of the Sweepstakes; or if a computer virus, bug, or other technical problem corrupts the administration or security of the Sweepstakes as determined by Sponsor and Administrator, in their sole discretion. In the event of termination, a notice will be posted online and the drawing for any remaining Second Place Prize will be conducted from among all eligible Entries received or to termination. Any damage made to the Sponsor or Administrator’s website(s) by an entrant will be the responsibility of the entrant and/or the authorized email account holder of the email address submitted at the time of Entry. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules.



8. **PUBLICITY:** Acceptance of prize constitutes permission for the Sponsor and its agencies to use winners' names and/or likenesses and Entries for purposes of advertising and trade without further compensation, including a winners list, unless prohibited by law.
9. **DISPUTES:** THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF NEW YORK, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, each entrant agrees that any and all disputes that cannot be resolved between the parties, and all causes of action arising out of or connected with this Sweepstakes, shall be resolved individually without resort to any form of class action and exclusively before a court having jurisdiction located in Monroe County, New York. In any such dispute, under no circumstances will entrant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental or consequential damages, including reasonable attorneys' fees, other than entrant's actual out-of-pocket expenses (e.g., evidenced costs associated with entering this Sweepstakes). Entrant further waives all rights to have damages multiplied or increased.
10. **PRIVACY:** Any personal information that an entrant provides in connection with the Sweepstakes shall be used by Sponsor and Administrator to administer this Sweepstakes, contact entrants, and for the other purposes set forth in the Sponsor's privacy policy located at www.cbrands.com/privacy-policy. By entering this Sweepstakes, you agree to and accept that privacy policy. If entrant authorizes, by opting in, Sponsor may provide entrant with information relating to products, services and promotions of Sponsor and affiliates of Sponsor.
11. **WINNERS LIST:** To receive a Winners List by email, send an email to ConstellationBrands@donjagoda.com with "WINNERS #33 in the subject line. Requests must be received by June 1, 2020. Winner List will be sent after all prizes have been awarded.
12. **SPONSOR:** Constellation Brands, Inc., San Francisco, CA.
13. **ADMINISTRATOR:** Don Jagoda Associates, Inc., 100 Marcus Drive, Melville, NY 11747.

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Sips & Cigars

Some things just go together, like cigars and bourbon. But what about wine aged in bourbon or rum barrels? Make the perfect combination when you pair your favorite cigar with a timeless spirit or a wine aged in spirit barrels, on sale now.

Win a Box of Premium Cigars

Enter for a chance to be one of 50 winners to receive a box of high-end cigars. For more details and to enter, visit [RollOutTheBarrel.dja.com](https://www.RollOutTheBarrel.dja.com) or text **BARREL** to **20102**.

Sale Dates: August 31-October 4

No purchase necessary to enter or win. Sweepstakes open only to legal residents of Pennsylvania 21 years of age or older. Void where prohibited by law. All local, state and federal laws apply. Alcoholic beverages are not included as a part of any prize. Sweepstakes begins at 12:00 a.m. EDT August 31, 2020, and ends at 11:59 p.m. EDT October 4, 2020. For directions on how to enter and for official rules, visit [RollOutTheBarrel.dja.com](https://www.RollOutTheBarrel.dja.com) or text **BARREL** to **20102**. Message and data rates may apply.

Sponsor: Constellation Brands, Inc.

Shop 24/7 at [FWGS.com](https://www.FWGS.com)



Please enjoy responsibly.

ROLL OUT THE BARREL SWEEPS



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DESKTOP BANNER-1000 X 350 PX