



September 28, 2020

Karen Gabriele
Senior Compliance Specialist
Mark Anthony Services, Inc.
328 S. Jefferson Street, Suite 1050
Chicago, IL 60661
on behalf of American Vintage Beverage, Inc.
VIA E-MAIL

RE: Cayman Jack® Culinary Sweepstakes

Dear Ms. Gabriele:

ISSUE: This correspondence is in response to your e-mail of September 23, 2020, in which you request legal review of a sweepstakes promotion to be conducted in Pennsylvania.

According to the official rules you provided, the “Cayman Jack® Culinary Sweepstakes” promotion is scheduled to begin on October 15, 2020 and runs until December 31, 2020. To participate in the sweepstakes, interested individuals may enter online at www.culinary.caymanjack.com or by using a QR code, as further detailed in the official rules.¹

One grand prize winner will be randomly selected to receive a “dinner experience” for four people that includes a private chef, as further detailed in the official rules. The total approximate retail value of the prize is \$2,000.00. 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.

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:

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

- 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), so long as alcohol is not included in the prize .

While the official rules indicate that alcohol is not part of the prize, please be advised that to the extent that any part of the prize being awarded involves sampling, taste testing, or the provision of alcoholic beverages at no additional cost to the winner and/or his/her guest(s), this would be construed as awarding alcoholic beverages as part of the prize and is not permitted.

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, as long as alcohol is not included in the prize, 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).

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
Michel Demko, Executive Director
Elizabeth Brassell, Director of Policy & Communication
Stacy Kriedeman, Director, Marketing Communications
Thomas Bowman, Director, Bureau of Product Selection
Ra-lbpromo@pa.gov

LCB Advisory Opinion No. 20-228



MARK ANTHONY SERVICES INC.

Karen L. Gabriele
Sr. Compliance Specialists
Tel.: 212-382-4656
Fax.: 773-800-2601
kgabriele@markanthony.com

September 23, 2020

Via Email

Pennsylvania Liquor Control Board
Northwest Office Building
Third & Forster Streets
Harrisburg, Pennsylvania 17124

**Re: American Vintage Beverage Inc.
Cayman Jack® Culinary Sweepstakes**

Dear Administrator:

Enclosed please find details of a promotion being offered to consumers by American Vintage Beverage Inc. for its **Cayman Jack® Culinary Sweepstakes** for your review and response. No purchase of any alcoholic beverage is required to enter this Sweepstakes.

Details of the Sweepstakes are as follows:

- No purchase of any product, alcoholic or non-alcoholic, is necessary to enter;
- All entrants must be at least 21 years of age at time of submission;
- Promotion is sponsored by American Vintage Beverage Inc., Chicago, IL;
- Promotion will be conducted in the 48 Contiguous United States and the District of Columbia (void in AK and HI) where legal where Cayman Jack® products are sold;
- Total estimated value of all prizes - \$2,000.00
- Beginning date of promotion - October 15, 2020
- Ending date of promotion - December 31, 2020
- Employees of alcoholic beverage wholesalers and retailers and their families are not eligible to participate.

If you have any questions, please feel free to contact me directly at 212-382-4656 or via email at kgabriele@markanthony.com. Thank you for considering my request.

Sincerely,

Karen L. Gabriele
Sr. Compliance Specialist

Enclosures

Cayman Jack® Culinary Sweepstakes
OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. THIS SWEEPSTAKES IS OPEN ONLY TO LEGAL RESIDENTS OF THE 48 CONTIGUOUS UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE 21 YEARS OF AGE OR OLDER AT TIME OF ENTRY. VOID IN ALASKA AND HAWAII AND WHEREVER PROHIBITED OR RESTRICTED BY LAW.

1. Eligibility: This Sweepstakes is open only to legal residents of the 48 Contiguous United States and the District of Columbia who are 21 years of age or older at the time of entry. Void in Alaska and Hawaii and wherever prohibited or restricted by law. Employees, officers and directors of the following entities and members of their immediate families (defined as parent, child, sibling, spouse) or same households (whether related or not) are NOT eligible to enter the Sweepstakes or win the Prize: American Vintage Beverage Inc., its parent company, subsidiaries, divisions, affiliates, prize suppliers, advertising and promotion agencies, including Prize Logic LLC (“PrizeLogic”), as well as alcohol beverage licensees (i.e., alcohol beverage suppliers, importers, wholesalers, distributors and retailers). By participating in the Sweepstakes, entrants agree to abide by and be bound by these Official Rules and the decisions of Sponsor and PrizeLogic, the independent judging organization) which shall be final and binding in all respects. All federal, state and local laws apply.

2. Sweepstakes Period: Sweepstakes begins at 12:00:00 p.m. (CT) on October 15, 2020 and ends at 11:59:59 p.m. (CT) December 31, 2020.

3. How to Enter: There is one (1) way to enter this Sweepstakes.

Entry Method – Website (Accessed by Scanning Code): During the Sweepstakes Period, look for the QR Code®* at Point of Sale advertising materials in-store at wine/spirits shops and other retail locations where Cayman Jack® premium malt beverages are sold.

You are NOT required to purchase Cayman Jack® in order to enter the Sweepstakes. Scanning the QR Code® from your handset (smart phone) will take you to a website, www.culinary.caymanjack.com.† After verifying your age, complete the entry form with all required information, including your name, state of residence, and e-mail address. (Scanning the QR Code® alone will NOT result in entry; you must also complete and submit the entry form on the website to enter the Sweepstakes). Internet access and a valid e-mail address are required to enter the Sweepstakes. You may be charged for wireless Internet access according to the terms of your plan with your cellular or “wi-fi” provider. All entries must be received no later than 11:59:59 p.m. (ET) on December 31, 2020. Receipt of entry may be acknowledged but such acknowledgment does not constitute any representation of eligibility for the Sweepstakes nor is it otherwise binding upon Sponsor. All entries become the sole property of the Sponsor and receipt of entries will not be acknowledged (except perhaps as noted above) or returned. No alterations or forged entries are permitted. All entrants must have handset and digital service which is compatible with QR Code® technology as well as allowing for Internet access in order to enter the Sweepstakes. Prize will be awarded to the name corresponding to the e-mail address provided on the entry form. **Third party usage fees may apply.** Please consult your wireless service provider regarding your pricing plan BEFORE entering the Sweepstakes. Not all wireless providers feature necessary service to participate in the Sweepstakes via this Entry Method. Check your phone capabilities for specific instructions as to scanning QR Code® and wireless Internet access. Wireless Internet access is not available in all areas.

†You may also enter the Sweepstakes by accessing www.culinary.caymanjack.com directly without scanning the QR Code.®

*QR Code® is a registered trademark of Denso Wave Incorporated and is used herein solely for reference purposes. No endorsement, sponsorship or other affiliation is intended or implied by such use.

4. Entry Restrictions: Limit one (1) entry per person, per day (12:00:00 p.m. [CT] until 11:59:59 p.m. [CT]) during the Sweepstakes Period. Violation of this entry limit will result in only the initial entry on a given day being accepted. But Sponsor reserves the right to void all entries (and disqualify any entrant from the Sweepstakes altogether as well as to prohibit such entrant from participating in future promotions offered by Sponsor) if Sponsor determines in its sole discretion that a given person has engaged in egregious, blatant or repeated violations of the entry limit. Proof of submission of entry does not constitute proof of receipt of same or proof of entry. All entries become the sole property of the Sponsor. Sponsor and its agencies assume no responsibility for late, lost, illegible/garbled, incomplete, damaged, inaccessible, corrupted or jumbled entries/ electronic transmissions, regardless of cause; and, all such entries are void.

5. Prize: One (1) Grand Prize will be awarded. Winner will receive one (1) house "dinner experience" for up to four (4) hours to include one (1) Private Chef† (Private Chef will be chosen by Sponsor at its sole discretion) at winner's residence for winner and up to three (3) guests**. Prize includes set-up, serving and clean-up, appetizer, entrée, dessert and non-alcoholic beverages‡. Winner will choose a date between January 15, 2021 through December 30, 2021 (excludes Holidays [e.g., Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve & Christmas Day]) for dinner subject to Sponsor's approval in its sole discretion. (Winner may not receive his/her first choice of date for dinner experience.) Sponsor will select an alternate location near winner's residence should Sponsor determine in its sole discretion that winner's residence is unsuitable for the house "dinner experience" for any reason, including inadequate space and resources for private chef in kitchen or inappropriate dining area. Should "dinner experience" last for fewer than four (4) hours, Sponsor will not have any liability of any kind. Winner's guests must be 21 years of age or older to attend the dinner, will be required to sign an affidavit of eligibility, a liability and a publicity release and must provide valid government-issued photo identification as proof of age in order to gain admittance to the dinner and provide their own transportation to and from dinner; and, should Sponsor representatives determine in their sole discretion that any of winner's guests have not furnished acceptable valid government-issued photo identification, such guest(s) will be denied admittance to the dinner and Sponsor will have no liability in conjunction therewith. Winner and guests are not permitted to video record the dinner experience without the prior written consent of an authorized representative of Sponsor and private chef, which may be granted or withheld in the sole discretion of either party. All unspecified expenses are the sole responsibility of the winner; i.e., costs associated with awarding the dinner experience, such as any desired insurance. Additional restrictions apply.

Prize will only be available between January 15, 2021 through December 30, 2021. If winner is not able to accept dinner experience on a date approved by Sponsor during such time period for any reason, prize will be forfeited without compensation and an alternate winner selected, time permitting.

†Participation of Private Chef is subject to his availability and commitments. Should Private Chef be unavailable for any reason, Sponsor's sole liability will be to award the prize as set forth above except for the participation of Private Chef. Private Chef may pose photographs with winner and guests and/or sign autographs in his sole discretion.

**If winner has fewer than three (3) guests attend the dinner for any reason (including guest[s] failing to furnish acceptable valid government-issued photo identification), Grand Prize will be modified by Sponsor so as to be appropriate for the winner and the actual number of guests in attendance; and, in such event, no compensation or additional prize will be awarded.

‡Menu/type of cuisine and all other elements of dinner will be determined by Sponsor in its sole discretion. Sponsor will attempt to accommodate the dietary restrictions of winner and guests in establishing menu subject to winner giving Sponsor notice of same sufficiently in advance of approved date of dinner experience. However, Sponsor expressly disclaims any and all liability in conjunction with the suitability of the menu (as well as all other elements of dinner.)

Winner and guests must conduct themselves at all times in a socially responsible, appropriate and well-behaved manner (including but not limited to their interaction with the Private Chef); failure to do so will result in immediate

termination of prize for winner, ejection of guest(s) from dinner experience and Sponsor shall have no further liability or obligation to winner (and no liability/obligation whatsoever to ejected guest[s]).

No other prize will be awarded. Should actual value of Grand Prize be less than the stated Approximate Retail Value, winner will not receive the difference in cash or otherwise.

ADDITIONAL PRIZE RESTRICTIONS: COVID-19

WINNER AND GUESTS UNDERSTAND AND AGREE THAT ALTHOUGH THE SPONSOR AND PRIZE SUPPLIER (INCLUDING THE PRIVATE CHEF) WILL CLOSELY FOLLOW ALL APPLICABLE U.S. FEDERAL/STATE/LOCAL HEALTH CODES AND GUIDANCE (INCLUDING THE REQUIRED USE OF FACIAL COVERINGS AND SOCIAL DISTANCING OF AT LEAST 6 FEET/2 METERS BETWEEN PERSONS) IN AWARDING THE DINNER EXPERIENCE, THE PRIZE STILL INTRODUCES AN INHERENT RISK OF CONTRACTING COVID-19, A HIGHLY CONTAGIOUS AND COMMUNICABLE DISEASE THAT MAY LEAD TO SERIOUS ILLNESS AND PERHAPS DEATH TO ONESELF AND/OR OTHERS AND FOR WHICH THERE IS CURRENTLY NO KNOWN VACCINE. YOU ARE THEREFORE STRONGLY ADVISED NOT TO ENTER THE SWEEPSTAKES OR TO ATTEND THE DINNER EXPERIENCE AS A GUEST OF THE PRIZE WINNER IF YOU HAVE AN UNDERLYING HEALTH CONDITION OR COMPROMISED IMMUNE SYSTEM.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE WINNER AND EACH GUEST ATTENDING THE DINNER EXPERIENCE EACH EXPRESSLY ASSUME THE PRECEDING RISKS RELATED TO COVID-19 AND RELEASE AND AGREE TO HOLD HARMLESS THE RELEASED ENTITIES (AS DEFINED IN RULE 8 BELOW) FROM ANY AND ALL LIABILITY WHICH MAY ARISE (DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART) FROM ACCEPTANCE OF THE DINNER EXPERIENCE PRIZE/ATTENDANCE AT THE DINNER EXPERIENCE THE WINNER AND EACH GUEST FURTHER UNDERSTANDS AND AGREES THAT SPONSOR HAS NOT OBTAINED ANY MEDICAL OR OTHER INSURANCE OF ANY KIND IN CONJUNCTION WITH THE AWARD OF THE DINNER EXPERIENCE PRIZE/ATTENDANCE AT THE DINNER EXPERIENCE.

Alcohol beverages are not part of the prize. Total Approximate Retail Value of Prize: \$2,000.00.

6. Winner Determination/Odds: Winner will be determined in a random drawing on or about January 2, 2021 by PrizeLogic, an independent judging organization, whose decisions will be final in all matters relating to this Sweepstakes . Odds of winning will be determined by the total number of eligible entries received. The winner will be notified by , e-mail on or about January 2, 2021 and will be required to sign an affidavit of eligibility, liability and publicity release (where lawful) within **five (5) business days** of notification (or such shorter period of time as indicated thereon) or prize will be forfeited and may be awarded to another winner at Sponsor's sole discretion. In the event of noncompliance with this requirement or if potential winner cannot be contacted for any reason, prize will be forfeited without compensation of any kind and an alternate winner may be selected.

7. 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. No prize substitution except at Sponsor's sole discretion. Prize is not redeemable/exchangeable for cash . Prize is not transferable except with Sponsor's prior consent which may be granted or withheld in its sole discretion without liability of any kind. All federal, state and local taxes on prize are the winner's sole responsibility. By accepting prize, the winner waives the right to assert as a cost of winning prize, any and all costs of redemption or travel to redeem prize and any and all liability that might arise from redeeming or seeking to redeem prize. All costs and expenses associated with prize acceptance and use that are not specified herein are the sole responsibility of the winner.

Taxes on prize are the winner's sole responsibility. If value of a prize is \$600 or more, the winner will be issued W-9 IRS Tax Form with the Affidavit of Eligibility and Release and a subsequent 1099 IRS Form. Upon receipt of prize, the winner shall be required to comply with any and all applicable federal, state and local law, rules and regulations.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PRIZE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. THE ONLY WARRANTIES AS TO THE DINNER EXPERIENCE ((IF ANY) ARE THOSE OF THE PRIZE SUPPLIER.

8. Releases: By participating, entrants indemnify, release and agree to hold harmless (a) American Vintage Beverage Inc, Conde Nast, their respective parent companies, subsidiaries, divisions, affiliates, prize suppliers, and advertising and promotion agencies (including PrizeLogic); and (b) the directors, officers, agents, representatives, shareholders, employees, successors and assigns of any of the above organizations (collectively, the “Released Entities”); from any and all liability arising from participating in the Sweepstakes, any Sweepstakes-related activity and/or the acceptance, receipt, possession or use/misuse of the prize (as applicable). Without limiting the foregoing, American Vintage Beverage Inc., makes no representation, warranty or guarantee of any kind regarding the prize; this includes but is not limited to the warranty of merchantability or fitness for intended purpose. Except where prohibited by law, acceptance of the prize constitutes the winner’s agreement to the use of his/her name, address (city, state), likeness, voice, photograph or other indicia of persona and/or statements regarding the Sponsor or the Sweepstakes for advertising, publicity and trade purposes by Sponsor and its designees, without further compensation or any notice or approval of any kind.

10. Online/Website Entry Conditions: In the event of a dispute, entries will be deemed made by the authorized account holder of the e-mail address provided on entry form. 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 entries 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 entries; or for defect of any kind which prevents a person from properly accessing the Sweepstakes online/website (including the QR Code® being misprinted, damaged, defective, irregular or otherwise non-functional). Sponsor is not responsible for incorrect or inaccurate entry information, whether caused by online/website visitors or by any human or technological error that may occur in the processing of entries 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.

10. Caution: ANY ATTEMPT BY A PERSON TO DELIBERATELY 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 DISQUALIFY SUCH PERSON FROM THE SWEEPSTAKES (IF APPLICABLE), PROHIBIT SUCH PERSON FROM PARTICIPATING IN FUTURE PROMOTIONS OFFERED BY SPONSOR, AS WELL AS TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

11. Improper Conduct: Sponsor, in its sole discretion, may disqualify any entrant from participation in or use of any or all portions of this Sweepstakes, and refuse to award the prize if any entrant engages in any conduct Sponsor deems to be improper, unfair, otherwise adverse to the operation of the Sweepstakes or detrimental to other entrants of the Sweepstakes. Such improper conduct includes, without limitation, falsifying personal information required during entrant registration or prize claim, violating any term or condition stated here, accumulating entries through methods such as automated computer scripts or any other programming techniques, allowing others to use an entrant’s personal information for the purpose of accumulating entries, or intentionally trying to defraud, reverse engineer, disassemble or otherwise tamper with the computer programs/technology in connection with this Sweepstakes. Entrants agree that Sponsor may void the prize that an entrant may have won and/or require the return of the prize that an entrant may have won as a rule of such improper conduct. Entrants further acknowledges that

any forfeiture of the prize and/or return of the prize shall in no way prevent Sponsor from pursuing other avenues of recourse such as criminal or civil proceedings in connection with such conduct.

12. Sponsor's Rights: Sponsor reserves the right, in its sole discretion, to cancel, abbreviate, or suspend this Sweepstakes should it be compromised by computer virus, program bugs, non-authorized human intervention or other causes beyond the control of the Sponsor, including but not limited to fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order or regulation, order of any court or jurisdiction, without any compensation or liability to any entrant. Sponsor is not responsible for any typographical, technical, or other error in the printing of the offer, administration of the promotion or in the announcement of the prize. 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.

Sponsor assumes no responsibility for any damage to an entrant's or any other person's mobile device or computer which is occasioned by participating in the Sweepstakes or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. The preceding expressly includes but is not limited to any communications sent by or sent to Sponsor (including attempted use of the QR Code®) which is not properly and timely received and accessible by Sponsor or its agencies for any reason. Sponsor has the right, in its sole discretion, to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor reserves the right to modify, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. If the Sweepstakes is modified, terminated or suspended, Sponsor will select the winner (if determined to be feasible in its sole discretion) from all eligible, non-suspect entries received (if any) in a manner determined by the Sponsor in its sole discretion to be fair, appropriate, and consistent with these Official Rules. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances, and, if not feasible, Sponsor shall not have any liability of any kind. Only the type and quantity of prizes (i.e., one (1) prize, as described in these Official Rules) are available to be won in the Sweepstakes. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by duly authorized representatives of Sponsor. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

13. Disputes: This Sweepstakes is governed by the laws of the State of Illinois, without respect to conflict of law/choice of law doctrines of Illinois (or of any other jurisdiction which would lead to the application of the law of any jurisdiction other than Illinois). To the fullest extent permitted by law, as a condition of participating in the Sweepstakes, entrants agree (a) that any and all disputes regarding the Sweepstakes which cannot be resolved between the parties shall be resolved individually, without resort to any form of class action, exclusively before a federal or state court located in Cook County, Illinois; (b) to the personal jurisdiction of such courts and to waive any right of inconvenient forum, change of venue or any like right; (c) that any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred in entering the Sweepstakes (if any), but in no event attorney's fees,

with all other forms of remedy – including but not limited to punitive, incidental, or consequential damages and injunctive relief – being expressly waived.

14. Winner's List: For winner's name, please send a self-addressed stamped envelope to "CJ Culinary Sweeps", 328 S. Jefferson Street, Suite 1050, Chicago, IL 60661. All requests must be received by March 5, 2021. Winner's name will be available after March 19, 2021.

Sponsor: American Vintage Beverage Inc., Chicago, IL 60661

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GOOD THINGS COME TO THOSE WHO WAIT. DON'T DRINK UNTIL YOU ARE 21. ® PREMIUM MALT BEVERAGE WITH NATURAL FLAVORS.