



October 16, 2020

Heather Rice
Beam Suntory
on behalf of Jim Beam Brands Co.
VIA E-MAIL

RE: Maker's Mark Small Town, Bright Lights Contest

Dear Ms. Rice:

ISSUE: This correspondence is in response to your e-mail of September 29, 2020, in which you request legal review of a contest promotion to be conducted in Pennsylvania.

According to the official rules you provided, the “Maker’s Mark Small Town, Bright Lights Contest” promotion is scheduled to begin on November 2, 2020 and runs until November 13, 2020. To participate in the contest, interested individuals may enter via Instagram or Twitter, as further detailed in the official rules.¹

One grand prize winner will be selected by an independent panel of judges based upon the following weighted criteria: special nature of location (40%); creativity (35%); and relevance to theme (25%).

The winner, a nominated town, will be awarded a remarkable, quaint holiday display, as further detailed in the official rules. The total approximate retail value of the prize is \$100,000.00. No purchase is necessary to enter the contest, and the contest is open only to adults who are at least twenty-one years of age at the time of entry. The official rules do not indicate if alcohol is part of the prize.

OPINION: Section 493(24)(i) of the Liquor Code provides, in pertinent part, that it shall be unlawful for:

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

any licensee under the provisions of this article, or the board or any manufacturer, or any employee or agent of a manufacturer, licensee or of the board . . . to offer or give or solicit or receive anything of value as a premium or present to induce directly the purchase of liquor or malt or brewed beverage, or for any licensee, manufacturer or other person to offer or give to trade or consumer buyers any prize, premium, gift or other inducement to purchase liquor or malt or brewed beverages, except advertising novelties of nominal value which the board shall define.

47 P.S. § 4-493(24)(i).

However, section 5.32(h) of the Pennsylvania Liquor Control Board's ("PLCB") Regulations states that a manufacturer, manufacturer's representative, 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).

The PLCB's Regulations define the term "sweepstakes" as "[a] chance promotion in which tickets or game pieces are distributed and the winner or winners are selected in a random drawing." 40 Pa. Code § 5.30. Promotions which meet the definition of "sweepstakes" set forth in section 5.30 and which are conducted in accordance with the requirements of section 5.32(h) of the PLCB's Regulations are not considered unlawful inducements to purchase liquor or malt or brewed beverages.

Although there are no similar provisions in the PLCB's Regulations addressing manufacturer-sponsored contests where winners are selected by a panel of judges, such as the promotion proposed in this instance, this office has traditionally opined that such promotions are permissible as long as they comply with the same conditions applicable to sweepstakes as set forth above.

This office has reviewed the proposed contest 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 part of the prize.

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 part of 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).
- 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

Heather Rice
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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. 20-251

THE FOLLOWING CONTEST IS VOID OUTSIDE THE REMAINING 50 UNITED STATES/DISTRICT OF COLUMBIA ("D.C."), AND WHEREVER PROHIBITED. DO NOT ENTER THIS CONTEST IF YOU ARE NOT 21 OR OLDER AND A LEGAL RESIDENT OF AND CURRENTLY RESIDING IN ONE OF THE 50 ELIGIBLE STATES OR IN D.C.) SEE FURTHER ELIGIBILITY RESTRICTIONS BELOW. THIS CONTEST WILL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE FEDERAL AND STATE LAW.

MAKER'S MARK SMALL TOWN, BRIGHT LIGHTS CONTEST OFFICIAL RULES

- 1. NO PURCHASE NECESSARY TO ENTER OR WIN.** Making a purchase will not improve your chances of winning. The Maker's Mark Small Town, Bright Lights Contest ("Contest") sponsored by Jim Beam Brands Co. ("Sponsor") begins 12:01 a.m. Central Standard Time ("CST") on November 2, 2020 and ends at 11:59 p.m. CST on November 13, 2020 ("Nomination Period"). The computer clock of Sponsor's webmaster is the official timekeeping device of the Contest. During the Nomination Period, Participant ("Participant") may nominate a town ("Nominated Town") that satisfies the eligibility requirements noted below to enter the Contest. You may enter the Contest via Instagram or Twitter, as described in Rule 3, below. Individuals who participate in the Contest or submit an entry are sometimes referred to herein as an "Participant."
- 2. ELIGIBILITY:** Nomination and entry is open to legal residents of legal residents of the 50 United States and the District of Columbia ("D.C.") who are 21 years of age or older at the time of entry, except employees, directors, officers and agents of Sponsor, its parent, affiliate, and subsidiary companies, its advertising and Contest agencies, including any other company involved in the presentation, administration or fulfillment of the Contest, any alcoholic beverage industry wholesalers, distributors, or licensed retailers, and members of the immediate families (defined for these purposes as spouse, biological, adoptive and step-parents, children, siblings, grandparents, grandchildren and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are NOT eligible to participate. This Contest is void outside the United States and where prohibited by law.
- 3. HOW TO ENTER:**

Entry via Instagram: Beginning 12:01 a.m. CST on November 2, 2020, Participants must a) Log into their Instagram account; b) Tell us in 280 characters or less why you are nominating the Nominated Town and what the Nominated Town did in 2020 that was remarkable; c) Upload a photo of Nominated Town showcasing why it is special; and d) Tag @MakersMark along with the hashtag #MakeitRemarkable to receive one (1) entry into the Contest ("Entry"). You must be a registered user of Instagram and follow Maker's Mark on Instagram in order to enter the Contest via Instagram. Instagram registration is free and can be obtained by logging on to www.instagram.com and following the online instructions to open an account.

Entry via Twitter: Beginning 12:01 a.m. CST on November 2, 2020, Participants must a) Log into their Twitter account; b) Tell us in 280 characters or less why you are nominating the Nominated Town and what the Nominated Town did in 2020 that was remarkable; c) Upload a photo of Nominated Town showcasing why it is special; and d) Tag @MakersMark along with the hashtag #MakeitRemarkable to

receive one (1) entry into the Contest ("Entry"). You must be a registered user of Twitter and follow @makersmark on Twitter in order to enter the Contest via Twitter. Twitter registration is free and can be obtained by logging on to www.twitter.com and following the online instructions to open an account.

Participant's setting must be set to "unprotected" and/or "public" in order for your posts to be viewable by Sponsor and its agents. Only posts that are viewable by Sponsor and its agents will be considered an Entry. Participant must not use more than one (1) social media account to enter. If a Participant is suspected of using multiple social media accounts to enter Contest, any entries received by such means will be void. Entries must be in compliance with the Content Requirements specified in Rule 5 herein. Participants must comply with social media platform Terms and Conditions and accept their Privacy Policy. Message and data rates may apply if Participant enters Contest via mobile device. Sponsor may, in its sole discretion, accept or reject any purported Entry that does not comply with these Official rules. Purported Entries that are incorrect or incomplete, received outside the Contest Period (including after all Prize(s) have been redeemed), or that contain obscene, offensive, or any other language communicating messages inconsistent with the positive images with which Sponsor wishes to associate itself (all as determined by Sponsor in its sole discretion) will be void and disqualified. Sponsor is not responsible for misspellings, typographical errors, or other issues that may affect the ability to locate or record a purported Entry. Due to the way Instagram and Twitter operate their service, Sponsor may not be able to view or record purported Entries, receive or send communications, or otherwise detect participation from or interact with potential Participants who have social media account settings that make their updates, comments, posts or communications private, protected, or otherwise limited, in which case any such purported Participant will be disqualified and ineligible to receive a Prize. Normal Internet access and phone/usage charges imposed by your online/phone service may apply. Each Entry and registration form entry (if applicable) must be manually key stroked and manually entered by the individual Participant; automated and/or repetitive submission of Entry or registration forms (including but not limited to entries made using any script, macro, bot or Contest service) will be disqualified. Do not resubmit your Entry. Do not copy and paste the Entry into a new post or tweet. Multiple entries will not be accepted.

By submitting an Entry, you grant Sponsor the right to display your name and the name of your account on social media, including but not limited to Twitter, Instagram, Pinterest and Facebook, and on the Maker's Mark website (www.makersmark.com), without limit. Entries will be deemed made by the authorized account holder of the e-mail address associated with the social media account used to submit an entry. The "authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Winning is contingent upon fulfilling all requirements of these Official Rules.

NOTE ABOUT MOBILE DATA AND MESSAGING CHARGES: When you participate in the Contest via a mobile device and/or download or transmit data via your mobile device, data and messaging rates may apply according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on rate plans and charges relating to your participation in this Contest. Check your mobile device's capabilities for specific instructions.

4. **ENTRY ERRORS/TAMPERING:** Sponsor reserves the right to void all entries made through any third-party web site or service, or through any robotic, automatic, mechanical, programmed or similar entry duplication method, and to disqualify any individual using such a web site/ service or entry method, as applicable. Sponsor is not responsible for: (i) electronic, wireless or digital transmissions or any Entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, or not received by Sponsor or its agents for any reason; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of Entries; (iii) destruction of or unauthorized access to, or alteration of, Entries; (iv) failed or unavailable hardware, network, and/or software; (v) damage to Participant's or any person's computer or wireless device or its contents; (vi) causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Contest; (vii) any Entries submitted in a manner that is not expressly allowed under these Official Rules; (viii) incorrect or inaccurate Entry information whether caused by Participants or by any of the equipment or programming associated with or utilized in the Contest; (ix) any typographical or other error in the printing or advertising of the offer, administration or execution of the Contest, or in the announcement of prizes or prize winners; (x) malfunctions or interference resulting from illicit, malicious or injurious code (including but not limited to viruses, worms and denial of service attacks); or (xi) cheating or fraud by any Participant.

All incomplete or non-conforming Entries will be disqualified. All Entries become Sponsor's property and will not be returned.

If for any reason the Contest cannot be executed as planned, including but not limited to any printing, administrative, or other error of any kind, transmission failure, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Contest, or if the Contest is compromised or becomes technically corrupted in any way, electronically or otherwise, Sponsor reserves the right, in its sole discretion, to cancel, modify or terminate the Contest and, if terminated before the original end date, to select a potential winner from among all eligible non-suspect Entries received as of the date/time of termination. Sponsor reserves the right, at its sole discretion, to disqualify and prosecute any individual who tampers with or attempts to tamper with the entry process or who enters using any automatic or programmed entry duplication method.

CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR OTHERWISE CORRUPT THE CONTEST OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

5. **FURTHER ENTRY CONDITIONS:** Limit one (1) Entry per person during the Contest Period. Valid entries received by the dates and times set forth in Rule 1 will be eligible for judging on or about November 16, 2020 (see Rule 6, below, for judging details). If more than one (1) Entry is received per person or phone number, by any means including, but not limited to, establishing multiple cell phone numbers, establishing multiple e-mail addresses, or entering via both e-mail and text all such Entries, and the person/phone number that submitted them, will be disqualified. Proof of submission of an Entry does not constitute proof of receipt of Entry by Sponsor. By entering, Participants acknowledge their

compliance with and agreement to be bound by these Official Rules and the Sponsor's decisions.

All Contest Entries become the property of Sponsor. Submission of an Entry grants Sponsor the right to publish, use, adapt, edit and/or modify such Contest Entry, or Participant's name, signature, hometown, voice, likeness, photograph, and any statements regarding this Contest in any way, in commerce and in any and all media, without limitation, and without consideration to the Participant.

Contest Entries must be the original work of the Participant, must not infringe third-party rights, including but not limited to copyrights, trade secret rights, rights of publicity, trademark rights, and must be suitable for publication (i.e., not obscene or indecent in the opinion of the Sponsor, further conditions below). Participant shall have no right to inspect or approve any subsequent use of the Entry by Sponsor in connection with the Contest. Submission of a Contest Entry constitutes the Participant's irrevocable waiver of any and all claims Participant may now or hereafter have in any jurisdiction with respect to the Contest or Sponsor's use of the Entry. Submission of a Contest Entry further constitutes Participant's representation and warranty that Participant has the full right and authority to submit a Contest Entry and is not prohibited from submitting an Entry by court order, employment agreement/policy, or any other third-party agreement.

All Entry submissions must comply with the following requirements:

Content Requirements: All Participants must use caution and common sense in creating their Entry.

The Entry must be suitable for publication and compliant with the following content requirements in the sole opinion of the Sponsor:

1. Entry cannot be obscene, defamatory, dangerous, discriminatory, endorse any form of hate or hate group (as determined in the sole discretion of the Sponsor), infringing or otherwise inappropriate or unsuitable for publication to general audiences over the age of twenty-one (21) (as determined in Sponsor's sole discretion);
2. Entry cannot encourage excessive or irresponsible alcohol consumption, link alcohol to any activities that would be dangerous while consuming alcohol, including operating machinery, sailing, skiing, etc.;
3. Entry cannot defame, misrepresent or contain disparaging remarks about any person or entity, including but not limited to the Sponsor or its affiliates, as determined in the sole discretion of the Sponsor;
4. Entry cannot contain any material that may, in the sole discretion of Sponsor, infringe on the intellectual property rights of any third-party, including but not limited to, copyrights, patents, trade secret rights, trademarks, or rights of publicity owned by others. Participants must use their own original material in the creation of the Entry. If an Entry contains any third-party intellectual property, Sponsor may, in its sole discretion, disqualify the Entry from the Contest. In the alternative, Sponsor may ask the Participant to provide the appropriate legal documentation, as required by Sponsor, that demonstrates the Participant has received proper permission to use such third-party material in the Entry for all purposes related to this Contest and Sponsor's use of the Entry. Failure to provide appropriate legal documentation, as determined in Sponsor's sole discretion, will result in disqualification of the Entry without notice;

5. Entry cannot advertise or promote any third-party brand or product of any kind or contain any personal identification, including, but not limited to: license plate numbers, personal names, e-mail addresses, phone numbers, or street addresses;
6. Entry cannot contain materials embodying the names, voices, likeness, or other indicia of, or identifying any person, living or dead, unless appropriate permission and releases have been obtained for the use of such material in your Entry. Failure to provide this documentation upon Sponsor's request will result in disqualification of the Entry without notice
7. Entries cannot be in violation of any applicable federal, state, and/or local laws, rules, and regulations;
8. In addition to the requirements and guidelines above, Entry may not contain obscene or pornographic material, contain defamatory or libelous statements, invade privacy rights, exploit individuals or in any other way violate applicable laws and regulations (as determined in Sponsor's sole discretion).

THE ENTRY WILL BE RETAINED BY SPONSOR AND WILL NOT BE RETURNED. PARTICIPANTS WILL RECEIVE NO PAYMENT, ROYALTY OR OTHER COMPENSATION FOR THE USE OF THE ENTRY, EXCEPT FOR THE ONE GRAND PRIZE WINNER. ALL ENTRANTS GRANT TO SPONSOR AND THE CONTEST ENTITIES THE ABSOLUTE RIGHT AND PERMISSION TO COPYRIGHT, USE, PUBLISH, DISPLAY, BROADCAST, EDIT, MODIFY, REPRODUCE AND DISTRIBUTE THE ENTRY. SPONSOR AND THE CONTEST ENTITIES SHALL HAVE THE PERPETUAL, IRREVOCABLE, UNCONDITIONAL, UNRESTRICTED, WORLDWIDE RIGHT TO USE THE ENTRY, IN WHOLE OR IN PART, IN ANY MEDIUM NOW KNOWN OR HEREAFTER DEVELOPED INCLUDING, BUT NO LIMITED TO, ANY PRINT OR ELECTRONIC MEDIUM, VIDEO, BORADCAST, AND/OR ON THE INTERNET.

6. **Winner Selection Process and Judging:** On or about November 16, 2020, eligible Contest Entries will be judged by a panel of qualified judges selected by Sponsor who will apply the following criteria in selecting the one (1) Grand Prize Winner: Special nature of location (40%); Creativity (35%); Relevance to theme (25%). Selected Winner will be notified by email on or around November 28, 2020. In the event of a tie, the tied Participant with the highest score in the unique nature of location criterion will be deemed the Grand Prize Winner. In case of a tie involving a Wisconsin resident, duplicate prizes will be awarded.

Decisions of the judges are final and binding in all matters relating to this Contest. Grand Prize winner may be announced by news release. Winning is contingent upon fulfilling all requirements of these Official Rules.

7. PRIZES:

Grand Prize: One (1) Grand Prize winner will be selected among all eligible Participants, in accordance with these Official Rules. The Nominated Town will be awarded a remarkable holiday display, turning the winning small town into a quaint but stunning light and decorations display, just in time for the holidays. Approximate retail value of ("ARV") the Prize is one hundred thousand dollars (\$100,000.00).

The total value of all awarded Prizes is one hundred thousand dollars (\$100,000.00). Any difference between the stated ARV and actual value of prize will not be awarded in any form. Prizes are non-

transferable, and no prize substitutions or cash redemptions are allowed except by Sponsor in its sole discretion, or as otherwise provided herein. Sponsor may substitute a prize (or portion thereof) of equal or greater value if an advertised prize (or portion thereof) becomes unavailable for any reason.

8. **VERIFICATION/PRIZE CLAIM:** Winner must provide positive identification specified by Sponsor to claim a prize. Winner will be required to sign and return an Affidavit of Eligibility, Liability Release, Limited Trademark License as applicable, and, where permitted by law, Publicity Release without additional compensation within ten (10) business days of notification or the Grand Prize will be forfeited and awarded to an alternate potential winner, time permitting, based on the judging criteria in Rule 6, among all remaining Entries. If prize notification is returned as undeliverable, or if Sponsor, in its sole discretion, deems a potential winner ineligible to receive a prize for any reason, the corresponding prize will be forfeited and awarded to an alternate winner, if applicable and time permitting, from among all remaining entries. Sponsor's decisions will be final, binding and non-appealable in all matters relating to this Contest.
9. **WAIVER OF LIABILITY:** By participating in the Contest and submitting an Entry, each Participant agrees to (a) be bound by these Official Rules and by the decisions of the Sponsor, and (b) indemnify, release, defend and hold harmless the Sponsor, its parent company, subsidiaries, affiliates and agencies, and all of their respective members, managers, owners, equity holders, officers, directors, parents, subsidiaries, partners, agents, employees, successors and assigns each of them (collectively, the "Released Parties"), from and against any and all liability for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury (including without limitation emotional distress) and/or death, publicity rights, defamation or invasion of privacy or merchandise delivery arising from or in connection with participation in the Contest or the acceptance, possession and/or use/misuse of a prize (if awarded to him/her) or his/her participation in prize-related activities.

BY ACCEPTING A PRIZE, WINNER ACKNOWLEDGES THAT NONE OF THE RELEASED PARTIES HAS EITHER MADE NOR IS IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO SUCH PRIZE, INCLUDING, BUT NOT LIMITED TO, DAMAGES RESULTING FROM SHIPPING AND HANDLING, LOSS, USE OR MISUSE, THE QUALITY, MECHANICAL CONDITION OR FITNESS FOR A PARTICULAR PURPOSE.

10. **CONSENT TO PUBLICITY:** Except where prohibited by law, submission of a Contest Entry constitutes the Winner's irrevocable, sub-licensable, absolute right and permission for the Sponsor to use, publish, post or display their name, likeness, statements, biographical information, voice, city and state address, prize information, any quotes attributable to them and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Sponsor's sole discretion) for Contest purposes on Sponsor's website, in press materials and social media channels, on a worldwide basis, in perpetuity, without further authorization, opportunity to review, approval, notification, or compensation of any kind and Winner releases Sponsor from any and all liability related thereto. Nothing contained in these Official Rules obligates the Sponsor to make use of any of the rights granted herein and Winner waives any right to inspect or approve any such use.

11 DISPUTES/VENUE/GOVERNING LAW: By participating, Participants agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with, this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal, state or local court located in the State of Illinois; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Contest, but in no event attorneys' fees; and (c) to the extent allowed by applicable law, under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, punitive, incidental and/or consequential damages and/or any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.**

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Participants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules (whether of Illinois or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than Illinois.

12. PERSONAL INFORMATION: Except as otherwise stated in these Official Rules, all personal information collected from Participants in connection with participation in this Contest will be used only as provided in Sponsor's Privacy Policy, available at www.makersmark.com.

13. WINNER: The name of the winner will be circulated after the event on November 28, 2020.

14. SPONSOR: Jim Beam Brands Co., 222 W. Merchandise Mart Plaza, Suite 1600, Chicago, IL 60654

15. This Contest is in no way sponsored, endorsed or administered by or associated with Instagram or Twitter. Any questions, comments or complaints regarding this Contest shall be directed to Sponsor and not to Instagram or Twitter. Please direct any questions or comments regarding this Contest to Jim Beam Brands Co.

We make our bourbon carefully, please enjoy it that way.

Maker's Mark® Kentucky Straight Bourbon Whisky, 45% Alc./Vol. ©2020 Maker's Mark Distillery, Inc., Loretto, KY