



October 16, 2020

Charity Garner
Account Coordinator
Arrowhead Promotion & Fulfillment Co.
on behalf of Bacardi U.S.A., Inc.
VIA E-MAIL

RE: Aberfeldy Single Malt Scotch Whisky Golden Ticket Game

Dear Ms. Garner:

ISSUE: This correspondence is in response to your e-mail of October 13, 2020, in which you request legal review of a sweepstakes promotion to be conducted in Pennsylvania.

According to the official rules you provided, the “Aberfeldy Single Malt Scotch Whisky Golden Ticket Game” sweepstakes promotion is scheduled to begin on October 26, 2020 and runs until December 31, 2020. To participate in the sweepstakes, interested individuals may enter online at <http://aberfeldy.com/goldenticket>, as further detailed in the official rules.¹

One grand prize winner will be randomly selected to receive a trip for two people to the Aberfeldy distillery in Scotland. The prize includes airfare, hotel accommodations, and tour tickets, as further described in the official rules. There will be 2,077 instant winners who will be randomly selected to win one of the following prizes: jackets, honey kits, umbrellas, glass sets, ice cube molds, an invitation to a virtual Q&A with Malt Master Stephanie Macleod, or an invitation to access a virtual distillery tour, as further detailed in the official rules. The total approximate retail value of the prizes is \$184,025.00. 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.

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

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

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

40 Pa. Code § 5.32(h).

This office has reviewed the proposed sweepstakes promotion and determined that it comports with applicable liquor laws and regulations, specifically section 5.32(h) of the PLCB's Regulations, 40 Pa. Code § 5.32(h), so long as alcohol is not included in the prizes.

Although the official rules indicate that alcoholic beverages are not included in the prizes, please be advised that to the extent any part of the prizes being awarded will involve sampling, taste testing, or the provision of alcoholic beverages at no additional cost to the winner and/or his or her guest, 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 prizes, it is permissible to conduct this promotion in the Commonwealth in reference to the areas checked below:

- retail licensed premises.
- distributor licensed premises.

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

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

Sincerely,



RODRIGO J. DIAZ
CHIEF COUNSEL

cc: Pennsylvania State Police, Bureau of Liquor Control Enforcement
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- 252

Official Rules for the ABERFELDY Single Malt Scotch Whisky Golden Ticket Game

No purchase or text message is required to enter.

1. **Eligibility:** The Game is open only to legal residents of the United States who are at least twenty-one (21) years old. Employees of Arrowhead Promotion & Fulfillment Co., Inc. (“**Administrator**”), TEAM Enterprises, Bacardi U.S.A., Inc. (“**Sponsor**”), or any other alcohol beverage company, their respective distributors, wholesalers, retailers (including bartenders/staff), or licensees, as well as the immediate family (spouse, parents, siblings, and children) and household members of those employees, are not eligible to enter.
2. **Entry Period:** The Entry Period begins upon launch of the Game on October 26, 2020 and ends at 11:59 PM ET on December 31, 2020 (the “**Entry Period**”). Administrator’s computer is the official time-keeping device for the Game.
3. **How to Play:**
 - a. Visit <http://aberfeldy.com/goldenticket> during the Entry Period, complete the entry form, and follow the instructions to play the Game. After you play, you will be immediately notified if you are a potential instant winner of one of the prizes described below. You will also receive one (1) entry into the Grand Prize Drawing.
 - b. There is a limit of one (1) entry per person. The use of multiple e-mail addresses, an agency, or any automated system to enter is strictly prohibited, and Sponsor reserves the right to disqualify any entries received through such methods. By entering, you indicate your full agreement to these Official Rules and Sponsor’s decisions regarding the Game, which are final and binding. Winning a prize is contingent upon fulfilling all requirements in these Official Rules.
4. **Selection Process for Instant Win Prizes:**
 - a. Administrator will randomly distribute 2,077 computer-generated winning times throughout the Entry Period. If you are the first person to play the Game at or after one of the computer-generated winning times, you will be a potential instant winner of the prize indicated on the screen, subject to verification. The odds of winning depend on the time you play the Game.
 - b. All Game plays are subject to verification by Sponsor or Administrator, whose decisions are final and binding. You have not won a prize — even if the Game page indicates you have — until and unless your eligibility and Game play have been verified. Neither Sponsor nor Administrator will accept screen shots or other evidence of winning in lieu of their verification process. Any Game play that occurs after the system has failed for any reason is deemed a defective play, is void, and will not be honored.
5. **Selection Process for the Grand Prize:** On or about January 11, 2021, Administrator will select one (1) potential winner in a random drawing of all entries received during the Entry Period. The odds of being selected depend on the number of eligible entries received. Administrator will attempt to contact the potential winners within five (5) business days of the drawing.

6. **Potential Winner Requirements:** Except where prohibited, a potential winner may be required to complete and return a declaration of eligibility and liability/publicity release. If a potential winner fails to sign and return these documents within five (5) business days, an alternate potential winner may be selected in his/her place in a random drawing of all remaining entries received. Only three (3) alternate potential winners may be contacted.
7. **Instant Win Prizes:** The following prizes are available at the start of the Entry Period:
 - a. Fifty (50) Custom Aberfeldy jackets with an approximate retail value (“ARV”) of \$200 each.
 - b. One hundred (100) Custom Aberfeldy honey kits with an ARV of \$50 each.
 - c. One hundred (100) Custom Aberfeldy hallmark stories umbrellas with an ARV of \$30 each.
 - d. One hundred (100) Custom Aberfeldy Rocks glass sets with an ARV of \$25 each.
 - e. One hundred (100) Custom Aberfeldy Glencairn glass sets with an ARV of \$20 each.
 - f. One hundred (100) Aberfeldy large ice cube molds with an ARV of \$15 each.
 - g. Five hundred (500) invitations to access a virtual Q&A with Malt Master Stephanie Macleod & National Malts Ambassador on January 14, 2021 with an ARV of \$150 each.
 - h. One thousand and twenty-seven (1,027) invitations to access to a virtual distillery tour with Global Malts Ambassador on January 7, 2021 with an ARV of \$75 each.
8. **Grand Prize:**
 - a. **Distillery Trip:** One (1) grand prize winner will receive a trip for two (2) people to the Aberfeldy distillery in Scotland. The prize includes: (a) roundtrip coach-class airfare for two (2) people to Scotland; (b) double-occupancy hotel accommodations for five (5) nights; and (c) two (2) tickets to tour the distillery. The approximate retail value of the trip is \$8,000. The actual value of the trip will vary depending on various factors, including the date of booking, the point of departure, and the dates of travel.
 - b. **Important Trip Details:** The trip must occur before June 30, 2022 and must be booked at least three (3) months in advance. The tour is subject to availability. The winner and his/her guest must each have a valid US passport and must travel on the same itinerary. Once travel documents are issued, they cannot be changed. The guest must be at least twenty-one (21) years old and may be required sign a liability and publicity release form prior to issuance of travel documents. **The value of the prize will be treated as income to a winner, and the winner will be responsible for payment and reporting of all applicable taxes.**
9. **For all Prizes:** A winner is responsible for paying taxes and any costs and expenses not specified above. Any prize details not specified above will be determined by Sponsor, in its sole discretion. A prize may not be transferred prior to award. A winner may not request cash or a substitute

prize; however, Sponsor reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason, as determined by Sponsor, in its sole discretion. No alcohol will be awarded as part of any prize. The total ARV of all prizes is \$184,025.

10. **Errors in Instant Win Game Play:** If, for any reason, you were unable to play the Game, your sole remedy is to receive another Game Play, if that is possible. No more than the number of prizes stated above will be awarded. In the event that production, technical, seeding, programming, or any other errors cause more than the stated number of prizes to be claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.
11. **General Conditions:** In the event that the operation, security, or administration of the Game is impaired in any way, Sponsor may, in its sole discretion, either: (a) suspend the Game to address the impairment and then resume the Game in a manner that best conforms to the spirit of these Official Rules; or (b) award the prizes from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the operation of the Game, violates these Official Rules, or acts in an unsportsmanlike or disruptive manner. Sponsor reserves the right to seek damages from any person who seeks to undermine the legitimate operation of the Game. Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication by Sponsor. In the event of a dispute as to the owner of an online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the owner. The Game is subject to federal, state, and local laws and regulations and is void where prohibited.
12. **Release and Limitations of Liability:** By entering, you agree to release and hold harmless Sponsor, Administrator, their respective parents, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the “Released Parties”) from and against any claim or cause of action arising out of participation in the Game or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Game; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Game or the processing of entries; or (g) injury or damage to persons or property. You further agree that in any cause of action, in no event shall the Released Parties be liable for attorney’s fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
13. **Privacy and Publicity:** Any information you submit as part of the Game will be treated in accordance with Sponsor’s [Privacy Policy](#). Except where prohibited participation in the Game constitutes an entrant’s consent to Sponsor’s use of his/her name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration.
14. **Disputes:** You agree that any disputes, claims, and causes of action arising out of, or connected with, the Game or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Florida. All issues and

questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of the Sponsor in connection with the Game, shall be governed by, and construed in accordance with, the laws of Florida, without giving effect to any choice of law or conflict of law rules (whether of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Florida.

15. **Winner Information:** For the name of the winners of prizes over \$25, send a self-addressed stamped envelope to Aberfeldy Golden Ticket – Winner List, P.O. Box 2726B, Grand Rapids, MN 55745-2726. Requests must be received by January 31, 2021.
16. **Sponsor and Administrator:** The Game is sponsored by Bacardi U.S.A., Inc., 2701 Le Jeune Road, Coral Gables, FL 33134, and is administered by Arrowhead Promotion & Fulfillment Co., Inc., 1105 S.E. Eight Street, Grand Rapids, MN 55744.



PLEASE ENTER YOUR INFORMATION BELOW TO REDEEM YOUR DIGITAL GOLDEN TICKET!

First Name

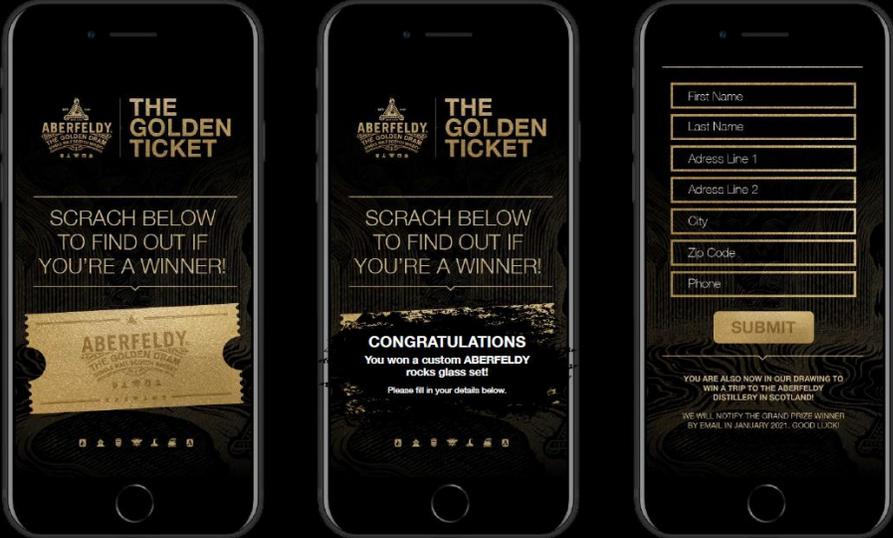
Last Name

10 4 1992

United States ▼

I agree to the [ABERFELDY Terms and Conditions](#), [Privacy Policy](#) and [Official Rules](#). I want to receive information about ABERFELDY and other spirit brands of the Bacardi Limited group via digital channels including social media.

SUBMIT



THE GOLDEN TICKET

SCRATCH BELOW TO FIND OUT IF YOU'RE A WINNER!

ABERFELDY
THE GOLDEN TICKET
YOU WIN A TRIP TO THE ABERFELDY DISTILLERY IN SCOTLAND!

CONGRATULATIONS
You won a custom ABERFELDY rocks glass set!
Please fill in your details below.

First Name

Last Name

Address Line 1

Address Line 2

City

Zip Code

Phone

SUBMIT

YOU ARE ALSO NOW IN OUR DRAWING TO WIN A TRIP TO THE ABERFELDY DISTILLERY IN SCOTLAND!
WE WILL NOTIFY THE GRAND PRIZE WINNER BY EMAIL IN JANUARY 2021. GOOD LUCK!