



October 16, 2020

Ken Scott
Million Dollar Media
on behalf of Mast-Jägermeister US, Inc.
VIA E-MAIL

RE: Jägermeister Food Meets Liquor Challenge

Dear Mr. Scott:

ISSUE: This correspondence is in response to your e-mail of September 28, 2020, in which you request legal review of a contest promotion to be conducted in Pennsylvania.

According to the official rules you provided, the “Jägermeister Food Meets Liquor Challenge” contest promotion was scheduled to begin on October 1, 2020 and runs until October 31, 2020. To participate in the contest, interested individuals may enter via Instagram or by mail, as further detailed in the official rules.¹

Up to eight grand prize winners of the contest will be selected by either celebrity Chef Chris Santos, or in his absence, an independent panel of judges based upon the following weighted criteria: perceived taste appeal (40%); creativity (25%); ease of preparation (25%); and perceived Jägermeister pairing (10%), as further defined in the official rules.

The winners will each receive a culinary grand prize package that includes, but is not limited to, BBQ sauce, salsa verde, a blender, a knife set, tongs, and a griddle, as further detailed in the official rules. The winners will also receive a video meeting with Chef Chris Santos. According to the official rules, the total approximate retail value of each grand prize is \$10,800.00. 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:

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

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

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 included in 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 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).
- 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

Jägermeister Food Meets Liquor Challenge

Official Rules

NO PURCHASE OR TEXT MESSAGE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING CONTEST IS VALID ONLY IN THE (50) UNITED STATES AND DISTRICT OF COLUMBIA AND IS OPEN ONLY TO QUALIFIED PERSONS (AS DEFINED IN THE RULES BELOW) WHO ARE TWENTY-ONE (21) YEARS OF AGE OR OLDER AS OF THE DATE OF ENTRY. VOID ELSEWHERE AND WHEREVER PROHIBITED. DO NOT PARTICIPATE IN THE CONTEST IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.

Contest Name: - Jägermeister Food Meets Liquor Challenge (the “Contest”).

The Contest is subject to all applicable federal, state and local laws and regulations and is void outside of the United States and wherever prohibited or restricted by law.

Contest Dates:

- **Contest Registration Period** is scheduled to begin at 12:00:00am Eastern Time (“ET”) on 10/1/2020 and end at 11:59:59pm ET on 10/31/2020 (the “Registration Period”)
- **Contest Judging Period** is scheduled to begin at 12:00:00 am Eastern Time (CST) on 11/8/2020 and ends at 11:59:59 pm (ET) on 11/16/2020 (the “Judging Period”).

Who may Enter: Contest is open only to legal residents of the (50) United States and D.C. who are age twenty-one (21) or older as of date of entry, and have a valid U.S. driver’s license or government-issued photo ID, except the following persons who are not eligible to enter or win:

- (a) Employees, officers, and directors of **Mast-Jägermeister, US, Inc.** (“Sponsor”), Mast-Jägermeister SE, Mast-Jägermeister US Holding, Inc., **Million Dollar Media, LLC** (the “Sweepstakes Administrator”), any alcoholic beverage retailer, and each of the foregoing’s respective franchisees, owners, employees, contractors, parents, affiliated companies, subsidiaries, distributors, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this promotion (collectively, “Released Parties”), and the members of the immediate families or households, whether or not related, of any of the above. “Immediate family members” includes, for purposes of this promotion, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grandchildren (including step grandchildren) and each of their respective spouses, regardless of where they reside.

How to Enter – Two Ways:

1. **Instagram Photo Post:** Access the Instagram application on your compatible mobile device. During the Registration Period, post a photo of your own original culinary dish that incorporates Jägermeister in the recipe** to your own public Instagram account with the hashtag **#FoodMeetsLiquor** and tag **@jagermeisterusa**. The post must include the recipe for the dish as well as which of the four (4) following culinary dish categories you are submitting the dish under: Appetizer, Main Course, Brunch, or Dessert (each a “Culinary Category”). **NOTE:** To enter the Contest in this method, you must be an active holder of a non-private Instagram account (holders of private account settings may not enter in this method). If you do not have the Instagram application, you may download it through the application store on your mobile device. The Instagram application is free, and Instagram’s Terms of Use apply. For details, visit <http://instagram.com/legal/terms/>. Submitted photos will appear on Instagram under the hashtag **#FoodMeetsLiquor**. If you enter using a mobile device on a wireless service provider’s network (as opposed to a Wi-Fi network), your carrier’s text and data rates will apply. You should consult your wireless service provider’s pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier. All Instagram entries must be posted 11:59:59p ET on **10/31/2020** to be eligible.
 - a. **NOTE:** *Per Instagram, users may not inaccurately tag themselves in any Contest entry. Any entry found to have an inaccurate tag will be disqualified and will be deemed ineligible by the Administrator.*
2. **Mail-In Entry:** **To participate via mail in entry**, hand print your complete name, address, city, state, zip code, date of birth, email address, and include a printed photo of your own original culinary dish that incorporates Jägermeister along with the recipe** you used to create the dish and the Culinary Category you are submitting. Insert them all into an envelope, affixing sufficient postage and mailing it, in a hand-addressed envelope, to:

Jägermeister Food Meets Liquor Challenge, P.O. Box 278, Woodbridge, NJ 07095 to receive one entry. Each recipe can only be submitted once. Any additional recipes must be mailed separately. All mail-in entries must be postmarked by 10/31/2020 and received by 11/7/2020. No mechanically reproduced mailed entries are permitted. Not responsible for lost, late, illegible, mutilated, postage-due, misdirected entries, or entries not received in time for the judging.

**** Entrants do NOT need to purchase and use Jägermeister in their dish/photo to enter, however Jägermeister must be included in the ingredients of the submitted recipe.**

By participating and submitting an entry, contestant agrees that Sponsor and its designated parties are authorized to contact entrant via email, mail, phone or any other form of media to make contestant aware of information pertinent to the Contest, and to distribute information regarding the Sponsor's featured products, special events or future contests, promotions or offers. Contestants may opt-out of any further email communication at any time by simply replying REMOVE to any email message or following the provided opt-out instructions.

General Photo Submission Requirements:

- Each photo must be submitted in a file format accepted by Instagram (i.e. Instagram App, JPG, PNG, etc.);
- Must be the entrant's own original recipe and photo and not been previously entered into any Contest;
- Any photo that is not properly submitted or received for any reason, including any technical difficulties, upload failures; failures to save or properly store the photo; busy signals, efforts of hackers; or any lost or disconnected internet connections, will be disqualified.

Additional Qualifying Photo/Recipe Requirements: Sponsor reserves the right in its sole discretion, to disqualify any entry for any reason that it considers to not be appropriate for the Contest. Restrictions include, but are not limited to, the following requirements, in that it must:

- not be, or ever have been, submitted in any competition or Contest of any kind;
- not use any name, likeness, or any other identifying element, in whole or in part, of any person, living or dead, without permission;
- not be subject to any third-party agreement or require payment or incurrence of any sums to obtain further permissions of any person or entity as a result of its use or exploitation of the idea or rights therein or portions, or modified versions or derivative works thereof;
- except as relates to the sponsoring brands or approved partners, not include trademarks, logos, or copyrighted material not owned by entrant or material that is used without permission (including but not limited to company names, photographs, works of art, or images published on any media) or that otherwise infringes or violates the rights of any third party (including but not limited to, copyrights, trademarks, patents, trade secrets, logos, contract and licensing rights, rights of publicity or privacy, moral rights (i.e., "droit morale"), or any other intellectual property rights);
- not feature, refer to, or mention any companies or brands other than Sponsor or Sponsor's brands;
- not include any unauthorized plagiarism of any kind;
- not contain nudity, inappropriate, indecent, sexually explicit, pornographic, or obscene content or images (which shall be determined by Sponsor, in its sole and absolute discretion);
- not describe children or items especially appealing to children;
- not contain any political or politically themed or motivated messages, statements, or images;
- not promote excessive or underage drinking, drugs, tobacco or firearms;
- not defame, slander, libel, misrepresent, or contain disparaging remarks or any other content that could adversely affect the name, reputation, or goodwill of Sponsor or any other individuals and/or entities affiliated or associated with Sponsor, the Contest, or any prizes, the determination of which shall remain in the sole discretion of Sponsor;
- not depict or include images that may be considered unlawful, harmful, threatening, violent, abusive, harassing, tortuous, defamatory, vulgar, libelous, invasive of another's privacy, hateful, or racially, religiously, ethnically or otherwise objectionable in any manner as solely determined by Sponsor.

Maximum of one entry per person per day, regardless of method of entry. Each new entry must be a unique recipe. Any incomplete or illegible entries will be disqualified. Released Parties are not responsible for lost, late, misdirected, illegible, incomplete, invalid, unintelligible, damaged, or for entries submitted in a manner that is not expressly allowed under these rules, or for any entry not submitted or received due to any technical error or failure, unauthorized human intervention, inaccurate capture or mis-entry of any required information, or the failure to capture

any such information for any reason including programming or technical errors, or effects of hackers or failure of any electronic equipment, computer or cellular transmissions and/or network connections; all of which will be disqualified.

Each participant must submit an entry on his/her own behalf. Any entry submitted on behalf of another individual or using another person's Instagram Account, email address, name or mobile number will be disqualified and ineligible to claim any prize. Any attempt by any participant to obtain more than the stated number of entries allowed by using same, multiple/different mobile numbers, identities, or any other methods void that participant's entries and that participant may be disqualified. No mechanically-reproduced or automated entries permitted. Use of any automated system to participate is prohibited and will result in disqualification and all such entries will be deemed void. All entries received become the property of the Sponsor and will not be returned.

In the event of a dispute as to the identity of any person submitting a recipe via Instagram, the authorized account holder of the Instagram account used to register or post the photo used to enter the Contest will be deemed to be the registrant and he/she must be eligible according to these Official Rules. The "authorized Instagram account holder" is the natural person who has been assigned the Instagram account name used to post the photo. Proof of being the authorized account holder may be required.

By registering to enter Contest, you affirm that you have read and accepted these Official Contest Rules. All entrants agree to be bound by and abide by the official rules of the Contest.

Contest Judging Period: Celebrity Chef Chris Santos, or in his absence, an independent panel of judges (the 'Judges') as solely determined and appointed by the Sponsor shall review, select and designate up to eight (8) potential winners, with two (2) winners being selected per Culinary Category (each a "Potential Winner"). If eligible entries are less than the scheduled number of prizes, then associated prizes shall not be awarded. Entrants shall be judged pursuant to the following general guidelines, requirements and criteria. Each of the following categories shall represent how the Potential Winner is determined:

- Perceived Taste Appeal (40%) Does the recipe sound appealing?
- Creativity (25%) Is this recipe creative and one of a kind?
- Ease of Preparation (25%) Could anyone create this by following the recipe?
- Perceived Jägermeister Pairing (10%) Does the Jägermeister complement and enhance the recipe?

In the event of a tie, the tie will be broken based on the highest score in the first judging criteria (Perceived Taste Appeal), continuing thereafter to each judging criteria in order (Creativity, Ease of Preparation, Perceived Pairing With Jägermeister), as needed to break the tie.

Decisions of the Sponsor, Administrator and Judges in the determination of Potential Winners and all matters relating to this Contest are final and binding. Potential Winners will be notified initially by phone or Instagram Direct Message beginning on or about 11/17/2020. If the Administrator is unsuccessful in its attempt to reach and speak directly with a Potential Winner after 48-hours, then that entrant may be disqualified and an alternate Potential Winner may be determined from the remaining Entries per the procedures outlined above. **Note: messages may or may not be left during the Potential Winner notification process.**

During the notification phone call to the Potential Winner, Potential Winner must confirm his/her eligibility, and indicate his/her willingness to accept the grand prize. Potential Winner will then be sent official notification via email, and/or certified or overnight mail delivery.

If any selected Potential Winner does not meet the eligibility requirements or elects to decline the prize, that Potential Winner will be disqualified and, an alternate Potential Winner will be selected based on the judging process outlined above. Any disqualified Potential Winner will not receive any alternate prize substitution or compensation. Prize may not be awarded if an insufficient number of eligible entries are received.

All of the following will apply to Potential Winner: 1) If requested by Sponsor or Administrator, Potential Winner will be required to complete and return, within forty-eight (48) hours of date of receipt, an affidavit of eligibility and a liability/publicity release (where permitted) signed by the Potential Winner; 2) Each Potential Winner may be required to present a copy of a valid social security card and a valid driver's license as a condition of eligibility.

A Potential Winner that meets eligibility requirements and elects to accept the prize will qualify as the grand prize winner ('Grand Prize Winner'). If requested by Sponsor or Administrator, the Grand Prize Winner will be required to complete and return, within forty-eight (48) hours of date of receipt, a prize acceptance form. The Grand Prize Winner

will be responsible for paying all applicable taxes (including, but not limited to all local, state and federal taxes) on all Prizes awarded. Failure to collect or properly claim any Prize in accordance with these rules will result in forfeiture of the Prize. If forfeited for any reason, Grand Prize Winner will not receive any other Prize substitution or compensation, and the Prize will remain the property of Sponsor and will not be awarded, except as provided herein. Limit of one (1) Prize per Grand Prize Winner.

Grand Prize Award (maximum of 8): Each eligible entrant designated as a Prize Winner shall be awarded the grand prize. The grand prize is:

- Culinary Prize Pack has a maximum retail value of \$1,350.00 each and includes:
 - (1) 12 oz Bottle of Rattler BBQ by High River Sauces
 - (1) Bottle of Manalishi Salsa Verde by High River Sauces
 - (1) Vitamix 5200 Blender
 - (1) Tojiro DP 2-piece Chef's Knife Set
 - (1) Bottle of Killer Hogs BBQ Rub
 - (1) GRILLHOGS 9-in Barbecue Grill Tongs
 - (1) ICON® Griddle
 - (1) Fletcher's Mill Stainless-Steel Pump & Grind Pepper Mill
 - (1) Fletcher's Mill Stainless-Steel Pump & Grind Salt Mill
 - (1) Montosco Crushed Chili Pepper Grinder
 - (1) Bottle of Frantoia Extra Virgin Olive Oil
 - (1) Taylor Precision Thermometer
 - (1) Cuisinart 20-Piece Grill Set
 - (1) Rock 'n' Roll Black BBQ Oven Mitt
 - (1) Peanut Butter Spoon
 - (1) Bottle of Italian Spaghettata Spaghetti Seasoning
 - (1) Microplane Gourmet Fine Grater
 - (1) Microplane Gourmet Medium Grater
 - (1) Microplane Gourmet Coarse Grater
 - (1) Microplane Gourmet Extra Coarse Grater
- One (1) Video meeting with Chris Santos (a 'Video Call') (or equivalent prize as solely determined by Sponsor if Chris Santos is unavailable for a Video Call). The following applies to the Video Call:
 - Video Call will occur on a date and time to be determined by Sponsor;
 - The exact nature and duration of the Video Call shall be determined by Sponsor in its sole discretion, but shall be no longer than sixty (60) minutes, and the opportunity is subject to availability of Chris Santos (Talent);
 - Sponsor may change the date and/or time of the Video Call at any time in order to accommodate Talent availability;
 - Grand Prize Winner must provide their own device to access the Video Call and must have internet access to take part in this Video Call. Devices and/or internet access is not part of this prize package.
 - Winners must download the designated free Video Call application on their cellphone, laptop, desktop, or tablet in order to participate.
 - Sponsor is not responsible for the failure of a winner to access the Video Call due to technical or other reasons;
 - The Video Call may be live streamed via the Internet or via one or more social media platform, and/or recorded by the Sponsor and played back in portions or in its entirety on the Sponsor website, and/or Sponsor's social media pages;
 - By logging into and/or participating in the Video Call, winner's consent to the Sponsor's use and distribution of the Video Call as provided herein;
 - Winners who engage in any inappropriate activity or behavior during the Video Call, as the Sponsor may determine at its sole discretion, subjectively or otherwise, including without limitation activities or behavior that (I) is indecent, profane, obscene, explicitly sexual, harmful, threatening abusive, harassing, tortious, defamatory, vulgar, libelous, or hateful, (II) is racially, ethnically, or otherwise offensive or objectionable, or (III) encourages unlawful behavior, may be removed from the Video Call with or without notice.
 - Winner's may not share the Video Call link and login information and if Sponsor believes at its sole discretion, subjectively or otherwise, that a winner has shared such information then the winner (and any person believed to have logged in without permission) will be removed from the Video Call with or without notices.

All prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. The Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize or any portion thereof should become unavailable for any reason.

Winner must take delivery of prize award as specified by Sponsor or Contest Administrator. Prize does not include any other costs or expenses associated with prize redemption, delivery or use. All federal, state and local taxes are the winner's sole responsibility. All prizes are awarded as is, without any warranty, express or implied, by Sponsor. All prize awards are non-transferable and no cash redemption or prize substitution allowed, except at Sponsor's sole discretion or as provided herein. Sponsor reserves the right to substitute a prize of comparable or greater value, at its sole discretion. All properly claimed prizes will be awarded. Any unclaimed prizes will not be awarded. **Approximate Retail Value (ARV) of each Grand Prize is \$10,800.00.**

Additional Rules & Restrictions: By participating, entrants agree to abide by and be bound by the Official Rules and the decisions of the Sponsor and Contest Administrator, which shall be final in all matters relating to this Contest. In the event an entrant wins a prize and is later found to be in violation of these rules he/she will be required to forfeit the prize or to reimburse Sponsor for the stated value of the prize if such violation is discovered after winner has used the prize. Participation in Contest constitutes permission for the Sponsor, the Released Parties and their designees to use entrants' names, likenesses, images, biographical information, and cities and states of residence for purposes of advertising and trade in any and all media now or hereafter known worldwide in perpetuity without limitation or further compensation, notification or permission, unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for any prize.

By participating, entrants agree to hold all Released Parties harmless from any claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to entrant's participation in this Contest, or the acceptance, possession or use/misuse of any prize, or participation in prize-related activities (including but not limited to travel or activity related thereto), and to assume all liability therefor.

Released Parties shall not be liable to winner or any other person for failure to supply the prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Released Parties' sole control.

Participants are restricted to use of ordinary and typical computer equipment, mobile phone equipment, Internet access and cellular networks. Sponsor disclaims all liability for the inability of a participant to complete or continue an entry due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Sponsor's control, or otherwise. The Sponsor disclaims any liability for entries not received due to technical difficulties or transmission errors. The Sponsor disclaims all liability for any delays, mis-delivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. Released Parties are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Contest, and any injury or damage to entrant's or any other person's computer or mobile phone related to or resulting from participating in or downloading any information necessary to participate in the Contest. Released Parties are not responsible for any other errors of any kind, whether computer, technical, typographical, printing, human or otherwise, relating to or in connection with the Contest, including, without limitations, errors which may occur in connection with the printing or advertising of this Contest, administration or execution of the Contest, the cancellation of the game, the processing of entries or in the announcement of the prizes or prize winners. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the Contest website.

Sponsor reserves the right to cancel, modify or terminate the Contest if fraud, misconduct or technical failures destroy or threaten the integrity of this portion of the Promotion, in the opinion of the Sponsor/Administrator, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Contest as determined by Sponsor/Administrator, in their sole discretion. In the event of early termination of the Contest, Sponsor reserves the right to determine any prize winners in a random drawing from among all eligible, non-suspect entries received as of the time/date of such termination.

IN CASE OF DISPUTES: By participating, each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the

State of New York; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, and in no event will entrant be entitled to received attorneys' fees or other legal costs; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with this Promotion, shall be governed by, and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New York.

DISCLAIMER OF WARRANTIES: THE SPONSOR IS PROVIDING THE CONTEST ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE SPONSOR DOES NOT REPRESENT OR WARRANT THAT THE CONTEST OR THE TECHNOLOGY USED TO PROVIDE IT: (I) WILL BE UNINTERRUPTED OR SECURE; (II) WILL BE FREE OF DEFECTS, INACCURACIES OR ERRORS; OR (III) WILL MEET YOUR REQUIREMENTS OR ENABLE YOU TO PARTICIPATE IN IT. THE RELEASED PARTIES MAKE NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THESE RULES, AND HEREBY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT.

Official Rules & Winners List: For a copy of these Official Rules, or the name of prize winners, send a self-addressed, stamped envelope to be received by 12/31/2020 to: Jägermeister Food Meets Liquor Challenge, P.O. Box 278, Woodbridge, NJ 07095. PLEASE SPECIFY which you are requesting, official rules or winners list.

Contest Sponsor: This Contest is sponsored by Mast-Jägermeister US, Inc., 10 Bank Street, Suite 900, White Plains, NY 10606.

Contest Administrator: The Contest is administered by Million Dollar Media, LLC, P.O. Box 278, Woodbridge, NJ 07095.

This contest is in no way endorsed or sponsored by Instagram.