

## SelvaRey Sweepstakes Official Rules

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NO PURCHASE NECESSARY. U.S. RESIDENTS 21+ EXCLUDING MAINE. VOID WHERE PROHIBITED BY LAW. FOR OFFICIAL RULES, VISIT SELVAREYSWEEPS.COM ©2021 PACIFIC PLATE SPIRITS INC., WEST HOLLYWOOD, CA.

**1. SPONSOR:** Pacific Plate Spirits Inc., 618 ½ N Doheny Drive, West Hollywood, 90069 ("Sponsor") is solely responsible for all aspects of this sweepstakes ("Sweepstakes").

**2. ENTRY:** You may enter this Sweepstakes in one of two (2) ways during the period beginning 12:00:01 am CST December 1, 2021 and ending 11:59:59 pm CST January 15, 2022 ("Entry Period"). For purposes of these Official Rules ("Rules"), all times and days are Central Time.

(a) You may enter via the Internet by visiting [selvareysweeps.com](http://selvareysweeps.com) ("Website") and following the instructions. After creating an account and accumulating points by performing different tasks, your points will automatically convert into official entries (1 point = 1 entry) and become part of the pool of eligible entrants. Entrant's information may be featured on public leader board. Check Sweepstakes website for updated list of tasks and point values. All tasks and point values to be determined at Sponsor's discretion. Maximum number of entries is 500.

(b) MAIL-IN ENTRY: You may enter via mail by legibly hand-printing your name, address, date of birth, email address, and daytime phone number on a 4" x 6" card and mailing the card to: ATTN: SelvaRey Holiday Sweepstakes c/o Pacific Plate Spirits Inc., 618 1/2 N Doheny Drive, West Hollywood, 90069. Maximum number of entries is 500.

**3. LIMITATIONS:** All entries must be received by 11:59:59 pm CST January 15, 2022. The number of entries per person will depend on the number of points they accumulate (1 points = 1 entry). In event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed to be submitted by the person in whose name the email address or cellphone number is registered. Entries by any method other than set forth above in Section 2 are void. Any use of automated or programmed methods of effecting entry is prohibited. Open only to persons 21 or older upon entering who are legal residents of, and physically located within, the 50 states or D.C. excluding Maine (collectively, "Territory"). Void where otherwise taxed, prohibited or restricted by law. Officers, directors and employees of Sponsor, its agents, and, if applicable, their respective parents, subsidiaries, and affiliates; individuals or entities responsible for the development, printing, distribution and implementation of this Sweepstakes (collectively, the "Sweepstakes Entities"); suppliers, distributors and retailers of alcohol-beverage products; and individuals who are employees of or members of the immediate family or household, whether or not related, of any of the foregoing are not eligible to enter to win. Neither the Sweepstakes Entities, nor any of their officers, directors, shareholders, employees, agents or representatives (individually and collectively, "Releasees") are responsible for entries from persons residing, or physically located, outside the Territory; entries that are altered, delayed, deleted, destroyed, forged, fraudulent, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, misdirected, multiple, non-delivered, postage due, stolen, tampered with, unauthorized, unintelligible or otherwise not in compliance with these Rules; or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider, website or other connections; telephone or cellphone text messaging availability or accessibility; miscommunications; failed computer, satellite, telephone or cable transmissions, lines or technical failure; jumbled, corrupted, scrambled, delayed or misdirected transmissions; computer hardware or software or text message malfunctions, failures, technical errors or difficulties; unauthorized human intervention; traffic congestion; undeliverable emails resulting from any form of active or passive email filtering; insufficient space in entrant's email account to receive email; or other errors of any kind, whether due to electronic, mechanical or human error or other causes; even if caused by the negligence of any of the Releasees. Each of such potential entries will be disqualified and any attempt by a person to use multiple email addresses or cellphone accounts to register more than once may result in disqualification at Sponsor's sole discretion. Void where prohibited or restricted by law and subject to all applicable federal, state, local and municipal laws and regulations.

**4. PRIZES:** Winners and guests must each be 21 years of age or older and a legal resident of the United States or

Washington D.C. (excluding Maine) at the time of entry. **Alcoholic beverages are not part of the prize.** Odds of winning depend on number of eligible entries received.

Winners will be selected to win one of the following prizes starting after December 8, 2021 for a total of four (4) prizes:

1. One Signed Ukulele (ARV \$200)
2. One Signed Silk Sonic Album (ARV \$30)
3. One signed pair of roller skates (ARV \$350)
4. One trip to see Bruno Mars play and to meet Bruno Mars in the continental United States at a time and place to be determined at the sole discretion of Sponsor (ARV \$3,400). The trip to see Bruno Mars consists of:

- Accommodations for 2 nights	ARV \$1000
- Flight for 2	ARV \$800
- 2 tickets to see Bruno Mars live in concert	ARV \$1000
- Meet & Greet with Bruno Mars	N/A
- Transportation vouchers to and from Airport	ARV \$100
- Voucher for food	ARV \$500

*\*\* Tickets dates/times may be subject to COVID-19 restrictions.*

The total ARV of all prizes is approx. \$3,980. Limit one prize per person/email address/cellphone number. Any depiction of prizes is for illustrative purposes only. Prizes are not redeemable for cash or transferable. Sponsor will not replace any lost or stolen prizes. The prize cannot be used in conjunction with any other promotion or offer. Prize elements may not be separated. Only the number of prizes stated in the Rules is available to be won. All prizes will be awarded provided a sufficient number of eligible entries are received and prizes validly claimed by the dates specified herein, after which no alternate winners will be selected, nor unclaimed prizes awarded.

**Additional Terms and Conditions:** If, for any reason, the Sweepstakes cannot be executed as planned, including, but not limited to, any governmental order, *force majeure*, social media mandate, 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 Sweepstakes, or if the Sweepstakes 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 Sweepstakes and, if terminated before the original end date, to select the winner from among all eligible, non-suspect entries received through both entry methods combined as of the date/time of termination.

No transfer or substitution of prize (or any portion thereof) or cash redemption permitted, except as provided herein or at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize (or portion thereof) of equal or greater value in the event that advertised prize (or portion thereof) is unavailable. Sponsor further reserves the right, in its sole discretion, to offer a cash alternative for prize; however, the cash alternative may be less than the stated ARV of the prize. **All federal, state and local income taxes on the prize are winner's sole responsibility.** Winner could be issued an IRS Form 1099 for the value of his/her/their prize. By accepting the prize, winner waives the right to assert as a cost of winning said prize, any and all costs of redemption or travel to redeem said prize and any and all liability that might arise from redeeming or seeking said prize.

Any and all expenses not specifically stated as being included are excluded, and are the responsibility of the prize winner(s) including without limitation, ground transportation, airport transfers, optional excursions, trip protection coverage, hotel extras, phone and internet service, laundry service, in-room movies, personal items, mini-bar,

baggage handling, gratuities, meals, beverages, spa treatments, special airport fees, 9/11 security fees, and taxes, if any. Travel and hotel accommodations are subject to capacity controls, availability, blackout dates and other restrictions, all of which are subject to change at Sponsor's sole discretion. The Sweepstakes winner(s) will be responsible for the taxes associated with airfare at the time of booking. Airline tickets are non-transferable. Paid upgrades or upgrades using frequent flyer mileage are not available. Travel must take place on dates specified by Sponsor. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by any air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations. Prize winner(s) and any permitted guest(s) are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for them.

SPONSOR'S DECISIONS AS TO THE ADMINISTRATION AND OPERATION OF THE SWEEPSTAKES AND THE SELECTION OF POTENTIAL WINNER ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING ENTRY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY ENTRY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED DEFECTIVE AND IS VOID AND WILL NOT BE HONORED. PARTICIPATION CONSTITUTES ENTRANT'S FULL AND UNCONDITIONAL AGREEMENT TO THESE OFFICIAL RULES.

**5. PROCEDURES:** Entries will only be accepted during the Entry Period. On or about Dec 9, 2021, Dec 16, 2021, Dec 23, 2021 and Jan 15, 2022 (the "Drawing Dates") in a random drawing, potential winners will be selected from all eligible entries received. Drawing Dates are subject to modification at Sponsor's discretion. Odds of winning depend on the total number of eligible entries received.

**6. WINNERS:** Potential winners will be notified by email, phone or text message within seven (7) business days of the Drawing Dates. Sponsor reserves the right to conduct a background check of any criminal records of any potential winner. At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate winner may result from any of the following: [1] the return of an email notification as undeliverable after three (3) attempts; or [2] the return of any other notice of a prize as undeliverable after three (3) attempts; or [3] potential winner's failure to provide Sponsor with satisfactory proof that he/she/they is the authorized account holder of the email address or cellphone number associated with the winning entry; or [4] potential winner's failure to provide Sponsor with satisfactory proof of age, identity and residency; or [5] potential winner's failure to claim a prize within seven (7) business days after it is sent; or [6] any other non-compliance with Rules. The potential winner and guest will be required to sign and return, within seven (7) days of notification, an Affidavit of Eligibility/Liability/Publicity Release and possibly an IRS W-9 Form or an IRS Form 1099 (the "Paperwork") in order to claim the Prize. If a potential winner fails to return the Paperwork within that time, then the potential winner will be disqualified. In the event of a prize forfeiture, the Sponsor may, in its sole discretion, award or not award the forfeited prize to an alternate winner. All taxes are solely the responsibility of each winner. To the extent necessary and permitted by law, potential winner shall authorize this background check. Sponsor reserves the right, at its sole discretion, to disqualify any potential winner based on the background check. Even if the name of a potential winner is publicly announced, the potential winner must complete all documents provided and be confirmed by Sponsor prior to receiving a prize. Once a potential winner has been confirmed by the Sponsor, except where prohibited by law, winner's entry and acceptance of the prize constitutes permission for the Sweepstakes Entities to use said winner's name, photograph, likeness, statements, biographical information and voice on a worldwide basis, and in all forms of media, in perpetuity, without further compensation.

**7. PRIVACY POLICY/DATA COLLECTION:** Each Entrant further hereby acknowledges and agrees that if he or she or they is chosen as a winner for any prize, certain of his or her or their identifying information may be disclosed to third parties (at least as required by law), including, without limitation, on an online page listing prize winner(s). Information collected from Entrant will be treated by Sponsor in accordance with Sponsor's privacy policy, available at [selvareysweeps.com](http://selvareysweeps.com), and with due regard to Entrant's privacy. Entrants should be aware that Sponsor may be collecting non-public, personally-identifiable information about them in connection with the operation of the Sweepstakes. Entrants' information will be hosted in the United States.

**8. WAIVER:** By entering or accepting the prize (if awarded to him/her), entrant agrees to indemnify, release, defend and hold harmless the Releasees, including Sponsor, its parent companies, subsidiaries, affiliates and agencies, and the officers, directors and employees of each of the foregoing, from and against any and all liability for any claims (including but not limited to third-party claims) arising from or relating to loss, harm, damage, injury, cost or expense whatsoever including, without limitation, claims alleging property damage, personal injury (including without limitation emotional distress) and/or death, publicity rights, defamation or invasion of privacy that may arise from or in connection with participation in the Sweepstakes, including but not limited to, prize winner's Sweepstakes entry; use of entrant's and/or prize winner's name, likeness, biographical information, signature, image or likeness; prize winner's receipt, possession, acceptance, use and/or misuse or inability to use any prize or part thereof or participation in prize-related activities, including, but not limited to, injury or loss sustained in any travel related to the prize; financial claims; physical and/or emotional injury; and/or any other legal claim that may arise, whether under contract, tort, warranty or any other theory or claim.

**9. CONDITIONS:** By entering this Sweepstakes, you agree, represent and warrant that: [1] you will be bound by the Rules and the Sponsor's decisions, which shall be final in all respects; [2] the entry and/or any entrant-provided content including any copyright thereto becomes solely the Sponsor's property which will not be returned and can be used in any promotional and marketing aspect, theme or devise by Sponsor, their respective parent, related, affiliated and subsidiary entities; [3] the prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose); [4] any winner's and/or winner's guest's acceptance of any prize constitutes the grant to Sponsor and any and all assigns, affiliates, and subsidiary entities an unconditional right to use that winner's/guest's name, address (city and state only), voice, likeness, entrant-provided content, photograph, biographical and prize information and/or statements about the promotion for any programming, publicity, advertising and promotional purposes without additional compensation, except where prohibited by law; [5] in the event viruses, bugs, unauthorized human intervention, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters beyond the Sponsor's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of the Sweepstakes, so that it cannot be conducted as originally planned, Sponsor has the right, in its sole discretion, to modify the Rules or to cancel, modify, terminate or suspend the Sweepstakes; and in such event, to select winners by such method as Sponsor in its sole discretion shall consider equitable; [6] the Releasees are not responsible for typographical or other errors in the offer or administration of this Sweepstakes, including but not limited to: errors in the advertising, Rules, selection and announcement of the winners and distribution of the prizes; [7] any portion of any prize not accepted or used by any winner will be forfeited; [8] the Releasees are not responsible for any inability of any winner to accept or use any prize (or any portion thereof) for any reason; [9] the Sponsor has the right, at any time and at its sole discretion, to disqualify any individual it suspects to be doing any of the following: (a) tampering or attempting to tamper with the entry process or the operation of the Sweepstakes; (b) violating the Rules; (c) violating the terms of service, privacy policy or other terms, conditions of use and/or general rules or guidelines of any Sweepstakes property or service or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or for any other good cause as determined solely by the Sponsor; [10] Sponsor has the right to modify prize award procedures at its sole discretion; and [11] you are solely responsible for all fees incurred through your wireless phone service for text messages associated with participation in this Sweepstakes; [12] you agree that you will not disparage the Releasees, Sweepstakes, Sweepstakes prizes, Sweepstakes Entities, Sweepstakes winners, Sponsor's products, or Sponsor's services; and [13] Sponsor shall have the right to assign any or all of its rights described in the foregoing to respective parent, related, affiliated and subsidiary entities. Entrant further understands and agrees that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. Entrant acknowledges that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

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

**11. ARBITRATION:** Except where prohibited by law, as a condition of participating in this Sweepstakes, Entrant agrees that (1) any and all disputes and causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the Entrant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Entrant's actual out-of-pocket expenses (i.e., costs associated with participating in this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

**12. LIMITATIONS OF LIABILITY:** By participating or accepting a prize (if applicable), entrants agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with, this Sweepstakes or any prize 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 California; (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 Sweepstakes, but in no event attorneys' fees; and (c) to the extent allowed by applicable law, under no circumstances will entrant be permitted to obtain awards for, and entrant 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.

**13. SEVERABILITY:** The invalidity or unenforceability of any provision of these Official 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 Official 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.

**14. CONSTRUCTION:** In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

**15. RULES & WINNERS' LISTS:** For list of winners, send a self-addressed, stamped envelope to: ATTN: Winner's List (SelvaRey Sweepstakes), 618 1/2 N Doheny Drive, West Hollywood, 90069. All requests for the winner's list must be postmarked by March 1, 2022 and received by March 8<sup>th</sup>, 2022. Requests will be fulfilled after the winner is verified.

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