

THE FOLLOWING SWEEPSTAKES IS VOID OUTSIDE IOWA, NORTH CAROLINA, OHIO, PENNSYLVANIA, MICHIGAN, OREGON, NEW HAMPSHIRE, VIRGINIA, AND WHEREVER PROHIBITED. DO NOT ENTER THIS SWEEPSTAKES IF YOU ARE NOT 21 OR OLDER AND A LEGAL RESIDENT OF AND CURRENTLY RESIDING IN ONE OF THE FIFTY UNITED STATES OR THE DISTRICT OF COLUMBIA. SEE FURTHER ELIGIBILITY RESTRICTIONS BELOW. THIS SWEEPSTAKES WILL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE FEDERAL AND STATE LAW.

HORNITOS® TEQUILA “SHARE YOUR SHOT” SWEEPSTAKES
OFFICIAL RULES

1. NO PURCHASE NECESSARY. Making a purchase will not improve your chances of winning. Hornitos Tequila “Share Your Shot” Sweepstakes (the “Sweepstakes”) sponsored by Jim Beam Brands Co. (“Sponsor”), and is administered by Prize Logic, LLC (“Administrator”). The Sweepstakes begins on October 15, 2021 and ends on December 31, 2021 (“Sweepstakes Period”). The Administrator’s computer is the Sweepstakes’s official clock. You may enter the Sweepstakes via online entry, as described in Rule 3 noted below. Participants who participate in the Sweepstakes or submit an entry are sometimes referred to herein collectively as a “Participant.” This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with Venmo or PayPal, Inc.

2. Eligibility: This Sweepstakes is open to legal residents of Iowa, North Carolina, Ohio, Pennsylvania, Michigan, Oregon, New Hampshire, and Virginia who are 21 years of age or older at the time of entry. Employees, directors, officers and agents of Sponsor, their parent, affiliate, and subsidiary companies, their advertising and promotion agencies, any alcoholic beverage industry wholesalers, distributors, or licensed retailers, and members of their 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 Sweepstakes is void outside Iowa, North Carolina, Ohio, Pennsylvania, Michigan, Oregon, New Hampshire, Virginia and where prohibited by law.

3. How to Enter:

To Enter Online: Beginning 12:00:00 p.m. ET on October 15, 2021, access www.ShareYourShotGiveaway.com (the “Website”), complete all required information on the Sweepstakes entry page, and follow the on-screen instructions and complete one (1) of the following short tasks to receive one (1) entry (“Entry”) into the Sweepstakes:

- A. **Upload a Photo:** Follow the links and instructions to upload a photo on the Website that showcases you enjoying a Hornitos Tequila cocktail during the Sweepstakes Period. Photo must not be more than 10 MB in file size and must be submitted in one (1) of the following formats: JPG, JPEG, PNG, and GIF format.
- B. **Follow and Tag @HornitosTequila on Instagram:** Follow the links and instructions on the Website to a) Enter your Instagram handle; b) Log into your Instagram account and follow @HornitosTequila; and c) Tag @HornitosTequila along with the hashtags #AShotWorthTaking and #HornitosSweepstakes during the Sweepstakes Period. You must be a registered user of Instagram and follow @HornitosTequila on Instagram in order to enter the Sweepstakes 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.
- C. **Follow and Tag @HornitosTequila on Twitter:** Follow the links and instructions on the Website to a) Enter your Twitter handle; b) Log into your Twitter account and follow @HornitosTequila; and c) Tag @HornitosTequila along with the hashtags #AShotWorthTaking and #HornitosSweepstakes during the Sweepstakes Period. You must be a registered user of Twitter and follow @HornitosTequila on Instagram in order to enter the Sweepstakes 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.

Limit one (1) Entry per Participant. Entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of 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. All email entries must be received by 11:59 p.m. ET on December 31, 2021. No mechanically reproduced or computer-generated entries allowed.

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 and tweets 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 the Sweepstakes, any entries received by such means will be void. Participants must comply with social media platform Terms and Conditions and accept their Privacy Policy. Message and data rates may apply if Participant enters the Sweepstakes 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 Sweepstakes 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 Sweepstakes 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 Hornitos website (www.hornitostequila.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 Sweepstakes 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 Sweepstakes. 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: 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) causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Sweepstakes; (v) any entries submitted in a manner that is not expressly allowed under these Official Rules; (vi) incorrect or inaccurate entry information whether caused by Participants or by any of the equipment or programming associated with or utilized in the Sweepstakes; (vii) any typographical or other error in the printing or advertising of the offer, administration or execution of the Sweepstakes, or in the announcement of prizes or prize winners; (viii) 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 Sweepstakes 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 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 winners 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 CORRUPT THE SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES 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.

1. FURTHER ENTRY CONDITIONS: Limit one (1) entry per person/household. If more than one (1) entry is received per person or household during the Sweepstakes Period, by any means including, but not limited to, establishing multiple e-mail accounts, social media accounts or cell phone numbers, all such entries, and the person/household 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 entries become the property of Sponsor and will not be returned. Sweepstakes 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 Sweepstakes. Submission of a Sweepstakes 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 Sweepstakes or Sponsor's use of the Entry. Submission of a Sweepstakes Entry further constitutes Participant's representation and warranty that Participant has the full right and authority to submit a Sweepstakes 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 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 PRIZE WINNERS.

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, or trademarks 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 Sweepstakes. 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 Sweepstakes 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).

6. Drawing/Odds of Winning:

Venmo Transfer Reward: Eligible entries will be divided into one (1) of eight (8) separate groups: 1) entries from residents of NORTH CAROLINA; 2) entries from residents of OHIO; 3) entries from residents of MICHIGAN; 4) entries from residents of OREGON; 5) entries from residents of PENNSYLVANIA 6) entries from residents of NEW HAMPSHIRE; 7) entries from residents from VIRGINIA; and 8) entries from residents of IOWA (each a "Group", and collectively "Groups"). Each eligible entry shall be assigned to only one (1) Group, and each entry shall be eligible to be selected as a winner only for the Group into which the entry is assigned, based on the state of residence selected by the Participant. The \$5 Venmo Transfer Reward winners will be determined in a random drawing from among all eligible entries received, per Group, during the Sweepstakes Period. The drawing will be conducted on or about January 3, 2022 Sponsor or Sponsor's agent. Odds of winning will depend on the total number of eligible entries received.

Grand Prize Drawing:

Eligible entries will be divided into one (1) of eight (8) separate groups: 1) entries from residents of NORTH CAROLINA; 2) entries from residents of OHIO; 3) entries from residents of MICHIGAN; 4) entries from residents of OREGON; 5) entries from residents of PENNSYLVANIA 6) entries from residents of NEW HAMPSHIRE; 7) entries from residents from VIRGINIA; and 8) entries from residents of IOWA (each a “Group”, and collectively “Groups”). Each eligible entry shall be assigned to only one (1) Group, and each entry shall be eligible to be selected as a winner only for the Group into which the entry is assigned, based on the state of residence selected by the Participant. The Grand Prize Winners will be determined in a random drawing from among all eligible entries received, per Group, during the Sweepstakes Period. The drawing will be conducted on or about January 3, 2022 Sponsor or Sponsor’s agent. Odds of winning will depend on the total number of eligible entries received.

EACH PARTICIPANT IS ELIGIBLE TO WIN ONLY ONE (1) VENMO TRANSFER REWARD AND ONE (1) GRAND PRIZE DURING THE SWEEPSTAKES PERIOD. Potential winners will be notified by phone, or mail or e-mail by or about January 10, 2022. Prize winners may be announced by news release. Winning is contingent upon fulfilling all requirements of these Official Rules.

7. Prizes:

Venmo Transfer Reward: Each Venmo Transfer Reward winner will be awarded one (1) five-dollar (\$5.00) Venmo transfer in winner’s Venmo account during the Sweepstakes Period. The Approximate Retail Value (“ARV”) of each Venmo Transfer Reward is five dollars (\$5.00). The total ARV of all available Venmo Transfer Reward prizes in this Sweepstakes is four hundred thirty-two thousand five hundred dollars (\$432,500.00).

Group	Number of Available Venmo Transfer Reward Winners Per Group
North Carolina	13,000
Ohio	15,000
Michigan	13,000
Oregon	15,000
Pennsylvania	13,000
New Hampshire	5,000
Virginia	12,000
Iowa	500

Grand Prize: Each Grand Prize winner will be awarded one (1) Grand Prize during the Sweepstakes Period. The ARV of each Grand Prize is five thousand dollars (\$5,000.00) via Chase QuickPay. The total ARV of all available Grand Prizes during the Sweepstakes Period is seventy thousand dollars (\$70,000.00).

Group	Number of Available Grand Prize Winners Per Group
North Carolina	2
Ohio	2
Michigan	2
Oregon	2
Pennsylvania	2

New Hampshire	1
Virginia	2
Iowa	1

The total ARV of all available prizes in this Sweepstakes is five hundred two thousand five hundred dollars (\$502,500.00). 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. **All income taxes on prizes are the winners' sole responsibility. PRIZE WINNERS WILL BE ISSUED AN IRS FORM 1099 FOR THE VALUE OF THE PRIZE.**

No alcohol will be awarded as part of any prize.

All prizes will be awarded provided they are claimed properly in accordance with these Official Rules.

8. Verification/Prize Claim: Winners must provide positive identification specified by Sponsor to claim or participate in a prize. Winners will be required to sign and return an Affidavit of Eligibility, Liability Release and, where permitted by law, Publicity Release without additional compensation within ten (10) business days of notification or the prize will be forfeited and awarded to an alternate winner, time permitting, in a random drawing from 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, time permitting, in a random drawing from among all remaining entries. Sponsor's decisions will be final, binding and non-appealable in all matters relating to this Sweepstakes.

9. Limitations on Liability: By entering, each Participant agrees to abide by the terms of these Official Rules and by the decisions of the Sponsor, and agrees to indemnify, release, defend and hold harmless the Sponsor, its parent company, subsidiaries, affiliates and agencies, and the officers, directors and employees of each of the foregoing (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 Sweepstakes or the acceptance, possession and/or use/misuse of a prize (if awarded to him/her) or his/her participation in prize-related activities (if applicable), including but not limited to travel related thereto.

By accepting a prize, each winner agrees that any liability concerning or arising out of his/her prize rests solely with the common carrier on which the winner traveled, the hotel that provided lodging, or the manufacturer of the goods, (as applicable) and/or the respective affiliates of each of the foregoing. Furthermore, each winner, by accepting a prize, acknowledges that Sponsor has neither 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, its quality, mechanical condition or fitness for a particular purpose.

10. Consent to Publicity: By accepting a prize, winners further consent to Sponsor's use of his/her name, voice, statements and/or likeness for advertising, promotion, public relations or trade purposes in commerce and in any media worldwide without limitation or additional compensation or notice, unless prohibited by law.

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 Sweepstakes 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 Sweepstakes, 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 Sweepstakes, 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: All personal information collected from Participants in connection with participation in this Sweepstakes will be used only as provided in Sponsor's Privacy Policy, available at <https://www.beamsuntory.com/en/privacy-policy>.

13. Winners List: For the names of the winners, send a self-addressed stamped business-size envelope after January 10, 2022 and no later than February 10, 2022 to: Hornitos Tequila "Share Your Shot" Sweepstakes, Winner List Request, PO Box 251328, West Bloomfield, MI 48325.

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

Enjoy Responsibly.

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