

## **EXOTICO® 25 DAYS OF GIVEAWAYS SWEEPSTAKES**

### **OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.**

**OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) U.S. STATES AND THE DISTRICT OF COLUMBIA WHO ARE TWENTY-ONE (21) YEARS AND OLDER AT THE TIME OF ENTRY.**

The Exotico 25 Days of Giveaways Sweepstakes ("Sweepstakes") is sponsored by Luxco, Inc., 1000 Clark Ave, St. Louis, MO 63102 ("Sponsor").

1. **SWEEPSTAKES PERIOD:** The Sweepstakes begins on November 26, 2018, at 12:00:00 AM Central Time ("CT") and ends on December 28, 2018, at 11:59:59 AM CT ("Sweepstakes Period"). The Sweepstakes Period is divided into twenty-five (25) Entry Periods (each an "Entry Period") as outlined in the chart below. Sponsor's computer is the official clock of the Sweepstakes.

<b>Entry Period</b>	<b>Start Date, Time</b>	<b>End Date, Time</b>	<b>Drawing Date</b>
1	11/26/18, 12:00:00 AM CT	11/26/18, 11:59:59 PM CT	11/27/18
2	11/27/18, 12:00:00 AM CT	11/27/18, 11:59:59 PM CT	11/28/18
3	11/28/18, 12:00:00 AM CT	11/28/18, 11:59:59 PM CT	11/29/18
4	11/29/18, 12:00:00 AM CT	11/29/18, 11:59:59 PM CT	11/30/18
5	11/30/18, 12:00:00 AM CT	11/30/18, 11:59:59 PM CT	12/03/18
6	12/03/18, 12:00:00 AM CT	12/03/18, 11:59:59 PM CT	12/04/18
7	12/04/18, 12:00:00 AM CT	12/04/18, 11:59:59 PM CT	12/05/18
8	12/05/18, 12:00:00 AM CT	12/05/18, 11:59:59 PM CT	12/06/18
9	12/06/18, 12:00:00 AM CT	12/06/18, 11:59:59 PM CT	12/07/18
10	12/07/18, 12:00:00 AM CT	12/07/18, 11:59:59 PM CT	12/10/18
11	12/10/18, 12:00:00 AM CT	12/10/18, 11:59:59 PM CT	12/11/18
12	12/11/18, 12:00:00 AM CT	12/11/18, 11:59:59 PM CT	12/12/18
13	12/12/18, 12:00:00 AM CT	12/12/18, 11:59:59 PM CT	12/13/18
14	12/13/18, 12:00:00 AM CT	12/13/18, 11:59:59 PM CT	12/14/18

15	12/14/18, 12:00:00 AM CT	12/14/18, 11:59:59 PM CT	12/17/18
16	12/17/18, 12:00:00 AM CT	12/17/18, 11:59:59 PM CT	12/18/18
17	12/18/18, 12:00:00 AM CT	12/18/18, 11:59:59 PM CT	12/19/18
18	12/19/18, 12:00:00 AM CT	12/19/18, 11:59:59 PM CT	12/20/18
19	12/20/18, 12:00:00 AM CT	12/20/18, 11:59:59 PM CT	12/21/18
20	12/21/18, 12:00:00 AM CT	12/21/18, 11:59:59 PM CT	12/24/18
21	12/24/18, 12:00:00 AM CT	12/24/18, 11:59:59 PM CT	12/25/18
22	12/25/18, 12:00:00 AM CT	12/25/18, 11:59:59 PM CT	12/26/18
23	12/26/18, 12:00:00 AM CT	12/26/18, 11:59:59 PM CT	12/27/18
24	12/27/18, 12:00:00 AM CT	12/27/18, 11:59:59 PM CT	12/28/18
25	12/28/18, 12:00:00 AM CT	12/28/18, 11:59:59 PM CT	12/31/18

2. **ELIGIBILITY:** This Sweepstakes is offered only to legal residents of the fifty (50) U.S. States and the District of Columbia who are twenty-one (21) years and older at the time of entry. Employees of Sponsor, the independent third-party administrator (“Administrator”), and each of their respective parent companies, subsidiaries and affiliates, distributors, and companies involved in the implementation and execution of the Sweepstakes (“Sweepstakes Entities”) and each of their respective immediate family members (i.e., spouse, parent, child, sibling and the “steps” of each) and persons living in the same household of each are not eligible to participate in the Sweepstakes. Employees, agents and officers of alcohol beverage retailers and distributors and their immediate family members and all other individuals/entities associated with this Sweepstakes are not eligible to enter or win. Void where prohibited or restricted by law. By participating in this Sweepstakes, an individual who meets the eligibility requirements, and enters the Sweepstakes, agrees to be bound by these official rules (“Official Rules”) and that the decisions of Sponsor shall be final and binding in all matters pertaining to the Sweepstakes. For purposes of the Sweepstakes, an entrant’s residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical address or e-mail address. Each entrant may be required to furnish proof of identification and other proof of eligibility under these Official Rules.

3. **HOW TO ENTER THE SWEEPSTAKES:** If you don’t already follow @exoticotequila on Instagram, visit <http://www.instagram.com/exoticotequila> and click on the icon to follow @exoticotequila. Once you are following, and during the Sweepstakes Period, comment on the Exotico Tequila Instagram post and include the hashtag #Exotico25DaysOfGiveaways and your favorite holiday emoji and you will be entered for a chance to win. Limit one (1) entry per Entry Period. No other forms of entry are valid.

4. **RANDOM DRAWINGS:** Winners will be selected in a random drawing to be held on or about each Drawing Date as defined in Rule #1 from among all eligible entries received during the corresponding Entry Period. Non-winning entries from each Entry Period will not carry forward to subsequent Entry Period Drawings. The winners are deemed to be a potential winner pending verification of his/her eligibility and compliance with these Official Rules as determined by Sponsor, at Sponsor's sole discretion. Limit one (1) prize per person.

5. **PRIZES, ODDS OF WINNING AND APPROXIMATE RETAIL VALUE ("ARV"):**

**Entry Period 1 Prize (4):** One (1) Exotico beanie. ARV is \$9.43.

**Entry Period 2 Prize (4):** One (1) pair of Exotico tech gloves. ARV is \$4.94.

**Entry Period 3 Prize (2):** One (1) Exotico blanket. ARV is \$25.18.

**Entry Period 4 Prize (1):** One (1) Exotico coffee cup. ARV is \$7.34.

**Entry Period 5 Prize (1):** One (1) Exotico beanie, one (1) pair of Exotico tech gloves, one (1) Exotico blanket and one (1) Exotico coffee cup. ARV is \$46.89.

**Entry Period 6 Prize (5):** One (1) Exotico beanie. ARV is \$9.43.

**Entry Period 7 Prize (5):** One (1) pair of Exotico tech gloves. ARV is \$4.94.

**Entry Period 8 Prize (2):** One (1) Exotico blanket. ARV is \$25.18.

**Entry Period 9 Prize (1):** One (1) Exotico coffee cup. ARV is \$7.34.

**Entry Period 10 Prize (1):** One (1) Exotico beanie, one (1) pair of Exotico tech gloves, one (1) Exotico blanket and one (1) Exotico coffee cup. ARV is \$46.89.

**Entry Period 11 Prize (5):** One (1) Exotico beanie. ARV is \$9.43.

**Entry Period 12 Prize (5):** One (1) pair of Exotico tech gloves. ARV is \$4.94.

**Entry Period 13 Prize (2):** One (1) Exotico blanket. ARV is \$25.18.

**Entry Period 14 Prize (1):** One (1) Exotico coffee cup. ARV is \$7.34.

**Entry Period 15 Prize (5):** One (1) Exotico beanie, one (1) pair of Exotico tech gloves, one (1) Exotico blanket and one (1) Exotico coffee cup. ARV is \$46.89.

**Entry Period 16 Prize (5):** One (1) Exotico beanie. ARV is \$9.43.

**Entry Period 17 Prize (5):** One (1) pair of Exotico tech gloves. ARV is \$4.94.

**Entry Period 18 Prize (2):** One (1) Exotico blanket. ARV is \$25.18.

**Entry Period 19 Prize (1):** One (1) Exotico coffee cup. ARV is \$7.34.

**Entry Period 20 Prize (1):** One (1) Exotico beanie, one (1) pair of Exotico tech gloves, one (1) Exotico blanket and one (1) Exotico coffee cup. ARV is \$46.89.

**Entry Period 21 Prize (5):** One (1) Exotico beanie. ARV is \$9.43.

**Entry Period 22 Prize (5):** One (1) pair of Exotico tech gloves. ARV is \$4.94.

**Entry Period 23 Prize (2):** One (1) Exotico blanket. ARV is \$25.18.

**Entry Period 24 Prize (1):** One (1) Exotico coffee cup. ARV is \$7.34.

**Entry Period 25 Prize (1):** One (1) Keurig coffee maker and one (1) Exotico coffee cup. ARV is \$111.09.

For all prizes: If winner cannot accept the prize as specified, prize will be forfeited and will be awarded to an alternate winner. Any difference between stated value and actual value will not be awarded.

**Odds of Winning:** The odds of winning depend on the number of eligible entries received during the Sweepstakes Period.

**General prize conditions:** Prizes are non-transferable and non-assignable. No substitution, exchange or cash equivalent will be allowed, except at Sponsor's sole discretion. Each winner is solely responsible for all costs and expenses associated with a Prize not stated in these Official Rules. If a potential winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept a Prize or does not properly redeem a Prize, the Prize may be forfeited at Sponsor's sole discretion.

6. **HOW TO CLAIM A PRIZE:** All winners will be notified via direct messaging through their Instagram account and will be required to respond to the notification within twenty-four (24) hours indicating whether he/she can accept the prize. The winners may be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents within seven (7) days of prize acceptance or the prize may be forfeited in its entirety and awarded to an alternate winner, at the Sponsor's sole and absolute discretion. Failure to provide all required information and a signature on the documents, if required, within the stated time period may result in forfeiture of winner's right to claim a Prize, and may result in the Prize being awarded to an alternate winner selected at random. A potential winner may be subject to a background check before a Prize is awarded. Sponsor reserves the right to disqualify the potential winner based on the results of such background check if Sponsor determines in its sole discretion that awarding a Prize to any such individual might reflect negatively on the Sponsor. If a Prize is forfeited or a potential winner is disqualified for any reason, an alternate potential winner may be randomly selected from all remaining non-winning entries received during the Sweepstakes Period, in Sponsor's sole discretion.

**General:** If, after a good-faith attempt, Sponsor is unable to award or deliver a Prize, the Prize will not be re-awarded. ALL FEDERAL, STATE AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF A PRIZE ARE SOLELY THE RESPONSIBILITY

OF EACH WINNER.

**7. LIMITATION OF LIABILITY:** By participating in this Sweepstakes, entrants agree the Sweepstakes Entities, Instagram and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents (“Released Parties”) are not responsible for lost, late, incomplete, stolen, misdirected, postage due, or undeliverable email notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/Website/UseNet accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any Website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Website or any Sweepstakes-related website(s). Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person’s computer related to or resulting from participating in the Sweepstakes and/or accepting a Prize. Released Parties shall not be responsible or liable for entries entered by any automated computer, program, mechanism or device; for any entries in excess of the stated limit; or for entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such entries will, at Sponsor’s sole discretion, be disqualified.

If, for any reason, an entry is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an entry in the Sweepstakes, entrant’s sole remedy is to enter the Sweepstakes again to receive another entry. If for any reason, Sponsor believes the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of winners in a manner it deems fair and reasonable. This Sweepstakes is subject to all federal, state, and local laws and regulations.

By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his or her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iv) to forever and irrevocably agree to release, defend, indemnify and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys’ fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant’s entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal,

publicity or proprietary rights; (c) typographical or printing errors in these Official Rules or any Sweepstakes materials; (d) acceptance, receipt, delivery of, possession, defects in, use, nonuse, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof); (e) change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including, but not limited to, acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules; (f) any interruptions in or postponement, cancellation or modification of the Sweepstakes; (g) human error; (h) incorrect or inaccurate transcription, receipt or transmission entry (including, without limitation, registration information or any parts thereof); (i) any technical malfunctions or unavailability of the Website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant; and (j) interruption or inability to access the Sweepstakes, the Website or any other Sweepstakes-related websites or any online service via the Internet due to hardware or software compatibility problems.

Without limiting the foregoing, everything regarding this Sweepstakes, including the Website and Prize components, are provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages or exclusions of implied warranties, therefore some of the above limitations or exclusions may not apply. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

8. **DISPUTES:** This Sweepstakes is governed by, and will be construed in accordance with, the laws of the state of Missouri. If the controversy or claim is not otherwise resolved through direct discussions or mediation, it shall then be resolved by final and binding arbitration administered by the American Arbitration Association in accordance with its arbitration rules and procedures or subsequent versions thereof ("AAA Rules"). The AAA Rules for selection of an arbitrator shall be followed, except that the arbitrator shall be experienced and licensed to practice law in Missouri. All proceedings brought pursuant to this paragraph will be conducted in Missouri. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential or incidental damages or have damages multiplied or otherwise increased, including attorneys' fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief. Entrants agree that the rights and obligations of any entrant and/or Sweepstakes Entities and/or any other party shall be resolved individually, without resort to any form of class action. Any demand for arbitration must be filed within one (1) year of the time the cause of action occurred, or the cause of action shall be forever barred.

9. **PRIVACY POLICY:** Any personally identifiable information collected during an entrant's participation in the Sweepstakes will be collected by Sponsor or designee and

used by Sponsor, its affiliates, designees, agents and marketers for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules and in accordance with Sponsor's Privacy Policy as stated at <http://www.luxco.com/privacy-policy/>.

10. **PUBLICITY RIGHTS:** By participating in the Sweepstakes and/or accepting a Prize, each entrant agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use his or her name, biographical information, photos and/or likeness, and statements for Sweepstakes, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, including live television, worldwide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.

11. **GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. If it is discovered or suspected at Sponsor's sole discretion that an entrant has registered or attempted to register more than once using multiple email addresses, multiple identities, proxy servers or like methods, all of that entrant's entries will be declared null and void, and that entrant may be ineligible to win a Prize. Also, if it is discovered that any entrant attempts to receive additional entries in excess of the stated limitation, that entrant will, at Sponsor's sole discretion, be disqualified from the Sweepstakes. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the Instagram account used to submit such entry. Any dispute regarding the authorized account holder of the account will be resolved in Sponsor's sole discretion. Sponsor and Administrator reserve the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Sweepstakes, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Sweepstakes. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Sweepstakes may void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of any conflict with any Sweepstakes details contained in these Official Rules, and Sweepstakes details contained in any Sweepstakes promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

12. **WINNERS LIST:** To obtain the names of the winners, interested individuals should mail a self-addressed, stamped business-sized envelope in an envelope to: Exotico 25 Days of Giveaways Sweepstakes – Winners List Request, 16630 Old Chesterfield Road, Chesterfield, MO 63017. Winners list requests must be received by February 28, 2019.

Exotico is a registered trademark of Luxco, Inc. Any other names or brands belong to their respective owners. All rights reserved.

Sponsored by Luxco Inc., 1000 Clark Ave, St. Louis, MO 63102. © 2017 LUXCO®, INC.  
ALL RIGHTS RESERVED.

This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. Any questions, comments or complaints regarding this promotion shall be directed to Sponsor and not to Instagram.