

## **STAGECOACH AS IT SHOULD BE SWEEPSTAKES OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER FOR A CHANCE TO WIN. THE SWEEPSTAKES IS INTENDED FOR LEGAL RESIDENTS OF THE UNITED STATES AND DISTRICT OF COLUMBIA AND WILL BE GOVERNED BY UNITED STATES LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY. INTERNET ACCESS IS REQUIRED. STANDARD DATA AND MESSAGING RATES MAY APPLY TO PARTICIPATE IN THE SWEEPSTAKES VIA A MOBILE DEVICE. BY SUBMITTING AN ENTRY TO THIS SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. VOID WHERE PROHIBITED.**

### **1. ELIGIBILITY:**

The “Stagecoach As It Should Be Sweepstakes” (“Sweepstakes”) is open only to legal residents of the US/DC who are eighteen (18) years of age or older at the time of entry. Employees, contractors, directors, officers, and agents of Saint James Brands LLC (“Saint James”), its affiliates and subsidiaries, advertising and promotion agencies, wholesale distributors, retail licensees, and all other service agencies involved with the Sweepstakes, members of their immediate family (including, any spouse, parent, child, and sibling of such personnel), and all others associated with the development and execution of this Sweepstakes are not eligible to enter or win. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s and Administrator’s decisions which are final and binding in all matters related to this Sweepstakes. Winning a prize is contingent upon fulfilling all requirements as set forth herein.

### **2. SWEEPSTAKES PERIOD:**

Sweepstakes begins at 12:00:00 a.m. Central Standard Time (“CST”) on March 1, 2025 and ends at 11:59:59 p.m. Central Daylight Time (“CDT”) on April 5, 2025 (“Promotional Period”). Administrator’s computer is the official time keeping device for this Sweepstakes.

### **3. HOW TO ENTER:**

(a) Visit <https://airbaton.net/s/saintjamesstagecoach> (“Website”) during the Promotional Period and follow the online instructions to complete and submit an online registration form. Upon completing the registration form, the participant will earn one (1) entry into the random drawing for a chance to win the grand prize (“Grand Prize Entry” and also an “Entry”). The participant will also have the opportunity to earn additional entries with every bottle of Saint James Iced Tea purchased. After the participant has submitted their registration form, visit the Website to upload an original image of your

receipt showing the purchase of at least one (1) 16.9oz bottle of Saint James Iced Tea to earn another Entry for a chance to win the grand prize. Purchases must be made during the Promotional Period in order to earn an additional Entry. Additional Entries will be awarded upon successful validation of the submitted purchase receipt. Each 16.9oz bottle of Saint James Iced Tea purchased will award the Consumer one (1) Entry (also and "Entry").

(b) QR Code: Use your smart phone or other web-enabled device with data plan to scan the Sweepstakes quick response ("QR") code featured on signs or promotional materials at participating stores with the QR read application already installed on your phone. You will be directed to a mobile Web page at <https://airbaton.net//saintjamesstagecoach> (also a "Website") during the Promotional Period. The participant will follow the online instructions to complete and submit an online registration form. Upon completing the registration form, the participant will earn an entry into the random drawing for a chance to win the grand prize ("Grand Prize Entry" and also an "Entry"). The participant will also have the opportunity to earn additional entries with every bottle of Saint James Iced Tea purchased. After the participant has submitted their registration form, visit the Website to upload an image of your receipt showing the purchase of at least one (1) 16.9oz bottle of Saint James Iced Tea to earn an additional Entry for a chance to win the grand prize. Purchases must be made during the Promotional Period in order to earn an additional Entry. Additional Entries will be awarded upon successful validation of the submitted purchase receipt. Proof of scanning QR codes does not constitute proof of completion or submission of an entry.

To scan a QR code, participants must have a smart phone or other web-enabled device with a camera feature and/or QR scanner application and may incur message or data charges from their wireless service provider for each message sent and received. If you do not have a QR reader already installed on your phone, type 'QR reader' in your mobile device's application store search field to find available QR readers for your smart phone or other web-enabled device. You will receive a response which will contain a link to download a QR reader for your specific device. Check with your wireless service provider for details on these and other applicable charges. Participants are solely responsible for any such wireless charges. Not all wireless carriers participate.

#### FOR ALL GRAND PRIZE ENTRIES:

All Grand Prize Entries must occur during the sweepstakes Period. Only the methods of Grand Prize Entry described herein are valid. No other forms of Grand Prize Entry are valid. To be valid, each Grand Prize Entry must comply with all instructions given to participants by Sponsor and these Official Rules. Any reference herein to a "Grand Prize Entry" refers to a valid Grand Prize Entry by an eligible participant made in accordance with all instructions given to participants by Sponsor and these Official Rules.

Automated Grand Prize Entries are prohibited, and any use of automated devices will cause disqualification. Participants may not enter with multiple email addresses, nor use any other device or artifice to enter multiple times or as multiple participants. Any

participant who attempts to enter with multiple email addresses under multiple identities, will be disqualified and forfeits all prizes won, in Sponsor's sole discretion. Multiple participants are not permitted to share the same email address. Should multiple users of the same email account enter the Sweepstakes and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said email account at the time of Grand Prize Entry will be considered a participant and must comply with these Official Rules. The authorized account subscriber is the natural person who is assigned the email address by the ISP or other organization responsible for assigning email addresses. Potential winner may be required to show proof of being the authorized account subscriber.

If entering with a mobile phone or other web-enabled device and using your wireless carrier's network, standard data charges from your wireless carrier may apply. Check with your wireless service provider for details on these and any other applicable charges. Participants are solely responsible for any such wireless chargers.

Verification: All Grand Prize Entries are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Sweepstakes; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Grand Prize Entry and/or other information for the purposes of this Sweepstakes; and/or (iii) for any other reason the Sponsor or Administrator deems necessary, in its sole and absolute discretion, for the purposes of administering this Sweepstakes in accordance with the Sponsor's interpretation of the letter and spirit of these Official Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor or its Administrator, may result in disqualification in the sole and absolute discretion of the Sponsor. Proof of transmission (screenshots or captures etc.), or attempted transmission of a submission or of attempted submission of any communication, does not constitute proof of delivery or receipt by the Sweepstakes computers, Administrator or Sponsor.

#### **4. WINNER SELECTION FOR GRAND PRIZES:**

Two (2) Grand prize winners will be selected in a random drawing to be held on or about April 6, 2025, from among all eligible Grand Prize Entries received by Administrator, whose decisions are final in all matters relating to this Sweepstakes. Odds of winning depend on the number of eligible Grand Prize Entries received during the Promotional Period.

The grand prizes will be awarded (time permitting). In the event a grand prize is not awarded due to lack of Entries, disqualification of a participant, the forfeiture of a prize or failure of a potential winner to accept the grand prize, or for any other reason provided in these Official Rules, then an alternate winner will be randomly selected (time

permitting) from amongst all eligible Grand Prize Entries received during the Promotional Period.

Potential grand prize winner may be notified via email or phone call and will be required to respond to the notification indicating whether they will accept the grand prize within the time indicated by the Sponsor in the notification. Potential winner will also be required to complete, sign, and return an affidavit of eligibility and liability and, unless prohibited by law, publicity release to Sponsor within the time indicated by Sponsor, twenty-four (24 hours), in the notification to the potential winner that such documents(s) is/are required. Subject to verification of eligibility and compliance with the terms of these Official Rules, including verification that the potential winner is eighteen (18) years of age or older, the potential winner will be declared the official winner of the grand prize. If Sponsor cannot verify that the potential winner is eighteen (18) years of age or older by the time specified by Sponsor, then the potential winner will be disqualified.

Potential grand prize winners guest must be eighteen (18) years of age or older as of the end of the Promotional Period and will be required to complete, sign, and return a liability and publicity release to Sponsor within the time indicated by Sponsor in the notification to the potential grand prize winner that such document(s) is/are required. Grand prize winner's guest will be required to complete, sign, and return a Release of Liability, Voluntary Assumption of Risk, and Indemnity Agreement to the Sponsor or Sponsor's representatives within the time indicated by the Sponsor in a notification to the potential winner that such document(s) is/are required.

In the event of a potential grand prize winner's failure to respond to any notification from Sponsor within the time indicated by the Sponsor in a notification, or failure to comply with any of the time deadlines herein for the signature and/or return of any required documents(s), or failure to accept a prize within the time indicated by the Sponsor in a notification, then the potential grand prize winner will be disqualified. Any prize notification or prize returned to Sponsor or its agencies as undeliverable will result in disqualification.

Released Parties (as defined below) are not responsible for suspended or discontinued Internet, wireless, or land-line phone service, or a changer in a participant's email address, phone number, or mailing address which may result in a potential grand prize winner not receiving initial prize notification or prize information.

## **5. PRIZE DETAILS:**

Grand Prize (2 total): Grand Prize winners will each receive two (2) General Admission passes to Stagecoach (3-day festival), a \$1,000 digital check (terms and conditions of the digital check apply), and a one (1) year supply of Saint James Iced Tea (24 cases). Festival dates are subject to change. Transportation, accommodations, meals, gratuities, personal purchases, and all other expenses not specified herein are solely the responsibility of the winner. Approximate Retail Value ("ARV") of Grand Prize is \$2,917.50.

If winner cannot accept the prize as specified, prize will be forfeited and will be awarded to an alternate winner (time permitting). Total ARV of all prizes is \$5,835. Any difference between stated value and actual value will not be awarded.

Prizes are non-transferable and no cash equivalent or substitution of prize is offered, except at the sole discretion of Sponsor. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. All prize details not specified in these Official Rules will be determined in Sponsor's sole discretion. Prize winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize they receive, regardless of whether it, in whole or in part, is used. An IRS form 1099 and other tax-related forms and documents may be issued by Sponsor if required by law. Prize is provided "as is". To the extent that prize elements are provided by third-party providers, winner agrees to look solely to applicable prize providers with respect to any claims, losses, or disputes in connection therewith.

Upon acceptance of the prize, the winner hereby agrees and acknowledges that the prize is intended for personal use only and may not be sold, transferred, or otherwise disposed of for commercial purposes or financial gain. The winner expressly agrees not to offer, advertise, or engage in any activities aimed at reselling the prize in any form, whether through online platforms, auctions, or any other means. This prohibition extends to any attempt to transfer or sell the prize, whether directly or indirectly, and includes, but is not limited to, any third-party transactions initiated by the winner on their behalf. By accepting the prize, the winner acknowledges that Sponsor has the right to monitor and enforce compliance with this clause. The winner also understands that any violation of this provision may result in disqualification from the Sweepstakes and forfeiture of the prize.

In the event that third-party brands are utilized as prizes in the Sweepstakes, entrants acknowledge and agree that such use does not establish any form of affiliation, sponsorship, or endorsement between the brands and Sponsor. Sponsor holds no responsibility for the actions, products, or services of the third-party brands, and any trademarks or logos used in connection with the prizes are the property of their respective owners. Entrants understand that the inclusion of third-party brands is solely for prize distribution purposes and does not imply any direct association between the Sweepstakes and the mentioned brands.

Entrants acknowledge that the Released Parties (defined below) have neither made, nor are in any manner responsible or liable for, any warranty, representation, or guarantee, express or implied, in fact or in law, relative to a prize, including any express warranties provided by any prize supplier that are sent along with a prize and any implied warranty of merchantability of fitness for a particular purpose. Any prize pictured in online, television and print advertising, promotional packaging and other Sweepstakes materials are for illustrative purposes only. All properly claimed prizes will be awarded provided a sufficient number of eligible Entries are received, but under no circumstances will more than the advertised number of prizes be awarded.

All U.S. federal, state and local tax liability, and any other costs and expenses associated with acceptance or use of a prize not specifically provided for in these Official Rules are solely the winner's responsibility.

**RELEASED PARTIES SHALL NOT HAVE ANY LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF OR RELATED TO THE PRIZES OR ANY ACTIVITY RELATED TO THE PRIZES OR ANY OTHER ASPECT OF WINNER'S ACCEPTANCE OR USE OF THE PRIZES.**

**6. PUBLICITY:**

By entering the Sweepstakes, entrant irrevocably consents to the use of his or her name, image, photograph, likeness, biographical information, Entry, and any video footage related to the prizes, for Sponsor's advertising, promotional or other commercial purposes in all media now or hereafter known, worldwide and in perpetuity without additional compensation, unless prohibited by law.

**7. RELEASE:**

By entering the Sweepstakes, Entrant agrees that Sponsor, Administrator, any other Sweepstakes entity, their respective parents, subsidiaries, licensees, affiliated companies, employees, officers, directors, shareholders, agents, retailers, distributors and representatives (collectively "Released Parties") are indemnified, released and will be held harmless by entrant from any and all liability, claims, or actions of any kind whatsoever for any damages, injuries or losses of any kind to person(s), including death, or property, arising directly or indirectly from the acceptance, receipt, possession, ownership, redemption, misuse or use of prizes, submission of an entry or otherwise participating in any aspect of the Sweepstakes, or any typographical or other error in these Official Rules or the announcement or offering of the prizes. By participating in the Sweepstakes, each winner acknowledges that the Released Parties have not and will not obtain or provide insurance of any kind relating to prizes.

Entrants agree to indemnify, defend, and hold harmless the Released Parties from any and all liability arising out of or relating in any way to entrant's participation in the Sweepstakes and to release all rights to bring any claim, action, or proceeding against the Released Parties arising out of participation in the Sweepstakes, use of the Website, or receipt or use of the prizes or any element thereof, including but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected or undeliverable mail; (e) errors in the administration of the Sweepstakes or the processing of Entries; or (f) injury or damage to persons or property (including to any computer systems resulting from participation in or accessing or downloading information in connection with the Sweepstakes), which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use of any prize. Entrants assume all liability for an injury or damage caused,

or claimed to be caused, by participation in this Sweepstakes, the use of any Sweepstakes-related website(s), or the acceptance, receipt, or use of the prizes or component thereof. Entrants further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees.

The Released Parties assume no responsibility for and will disqualify Entries that are: stolen, late, lost, illegible, incomplete, invalid, unintelligible, altered, tampered with, unauthorized, fraudulent, damaged, destroyed, delayed, misdirected, not delivered, not received, or that have incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in the Sweepstakes, or by any human, mechanical or electronic error that may occur in the processing of the Entries in Sweepstakes, or other errors appearing within the Official Rules or in any Sweepstakes related advertisements. The Released Parties assume no responsibility for any typographical or other error in the printing of the offer, administration of Sweepstakes, errors in processing Entries, identifying the winners, in the announcement of the prizes and winners, the delivery of the prizes, any problems or technical malfunction of any telephone network or lines, computer systems, online systems, servers or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or on any website, or any combination thereof, including, without limitation, any injury or damage to entrant's or any other person's computer system or software related to or resulting from participation in, uploading any materials or downloading any materials in the Sweepstakes. Use of any device to automate or subvert entry is prohibited and any Entries received by such means will be void. Sponsor reserves the right in its sole discretion to disqualify any person it suspects or finds: (i) to have tampered or attempted to tamper with the entry process or the operation of the Sweepstakes; (ii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iii) to display behavior that will bring such winner or the Released Parties into disgrace (e.g., including but not limited to, a person committing acts of moral turpitude, and/or allegations or convictions of any crime); (iv) to have provided inaccurate information on any legal documents submitted in connection with the Sweepstakes; or (v) to be acting in violation of these Official Rules. If a dispute arises regarding compliance with these Official Rules, Sponsor may consider, in its sole discretion, data reasonably available to Sponsor through information technology systems in Sponsor's control, but Sponsor will not be obligated to consider any data or other information collected from any other source. Any failure by Sponsor to enforce any of these Official Rules will not constitute a waiver of such Official Rules. If there is a conflict between any term of these Official Rules and any marketing or other materials used in connection with the Sweepstakes, the terms of these Official Rules will govern. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

## **8. GENERAL CONDITIONS:**

Released Parties are not responsible for lost, late, misdirected, unintelligible, returned or undelivered Entries, telephone calls, text messages, email, or for lost, interrupted or unavailable satellite, network, server, (ISP), Website, or other connections availability, accessibility or traffic congestion, miscommunications, failed computer, network, telephone, satellite or cable hardware or software or lines, or technical failure, or jumbled, scrambled, delayed or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network. Persons who tamper with or abuse any aspect of this Sweepstakes or Website, or act in violation of the Official Rules, or act in any manner to threaten or abuse or harass any person, or violate Website's terms of service, as solely determined by the Sponsor or Administrator, will be disqualified. Released Parties are not responsible for any incorrect or inaccurate information whether caused by Website users, tampering, hacking, or by any of the programming or equipment associated with or used in this Sweepstakes, and assumes no responsibility for any errors, omission, deletion, interruption or delay in operation or transmission or communication line failure, theft or destruction or unauthorized website access. Any use of robotic, macro, automatic, programmed or like entry methods will void all such Entries, and may subject that entrant to disqualification. Released Parties are not responsible for injury or damage to participant's or any other person's computer, or property related to or resulting from participating in this Sweepstakes. Should any portion of Sweepstakes be, in the Sponsor's or Administrator's sole opinion, compromised by virus, worms, bugs, unauthorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair administration, security, fairness or proper play of this Sweepstakes, or submission of Entries, Sponsor and Administrator reserve the right at their sole discretion to suspend, modify or terminate the Sweepstakes, and randomly select the winner from valid Entries received prior to action taken, or otherwise as may be deemed fair and equitable by the Sponsor. In the event of a dispute regarding the identity of an online entrant, the authorized subscriber of the email account used to enter will be deemed to be the entrant and must comply with these rules. The authorized account subscriber is the natural person who is assigned the email address by the ISP or other organization responsible for assigning email addresses. All materials submitted become the property of Ferrara and will not be returned. Sponsor also reserves the right, in its sole discretion, to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU, AND THE FOREGOING PARAGRAPHS SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF SPONSOR OR ADMINISTRATOR'S NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

## **9. DISPUTE RESOLUTION:**

As a condition of entering the Sweepstakes, entrant agrees that: 1) under no circumstance will entrant be permitted to obtain awards for, and entrant hereby waives all



rights to claim, punitive, incidental, consequential or any other damages, other than for out-of-pocket expenses; 2) all causes of action arising out of or connected with the Sweepstakes, or prizes awarded, will be resolved individually, without resort to any form of class action; and 3) all claims, judgments, and awards will be limited to actual out-of-pocket costs incurred, but in no event will entrant be entitled to receive attorneys' fees or other legal costs. Some jurisdictions do not allow for limitations on the ability to pursue class action remedies, or certain kinds of damages, and so these limitations may not apply to you. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator and Sponsor in connection with the Sweepstakes, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor, shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any choice of law or conflict of law rules. All entrants expressly agree that any legal proceedings arising out of or relating in any way to this Sweepstakes, or these Official Rules must be brought only in the federal or state courts located in Palm Beach County, Florida, and entrants' consent to the mandatory and exclusive jurisdiction of such courts with respect to any such legal proceedings.

**10. PRIVACY POLICY:**

See Sponsor's privacy policy located at [Saint James Brands LLC Privacy Policy](#) for details regarding the use of personal information collected in connection with this Sweepstakes. If you are verified as a prize winner, your first name, last initial, city and state will be included in a publicly available winner's list. By participating in the Sweepstakes, entrants hereby agree that Sponsor may collect and use their personal information submitted with the entry. Among other things, the information you provide may be used to send you company updates and announcements from Sponsor concerning the company and its products. By participating in the Sweepstakes, entrants hereby agree that Sponsor may share their personal information submitted with the entry for the purposes of winner selection and fulfillment.

**11. SPONSOR:**

Saint James Brands LLC, 2101 NW Boca Raton Blvd, Boca Raton, FL 33431.

**12. SEVERABILITY:**

If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**13. USE OF TRADEMARKS:**

The use of a third-party trademark in connection with any prizes being awarded in this Sweepstakes is for the purposes of prize description only and such use is not intended to suggest or imply sponsorship, endorsement, or the approval of this Sweepstakes.

**14. ADMINISTRATOR:**

Rio Creative, 16630 Old Chesterfield Road, Chesterfield MO 63017.

**15. WINNER'S LIST:**

For the names of the winners, handprint your name and complete address on a 3" x 5" card and mail to: Stagecoach As It Should Be Sweepstakes Winners List Request, 16630 Old Chesterfield Road, Chesterfield, MO 63017, for receipt by June 6, 2025.