

**FOUR ROSES BOURBON PUT MELLOW ON THE MAP PROMOTION  
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER FOR A CHANCE TO WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THE PROMOTION IS INTENDED FOR VIEWING IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY UNITED STATES LAW. VOID WHERE PROHIBITED.**

**1. ELIGIBILITY:**

The “Four Roses Bourbon Put Mellow On The Map Promotion” (“Promotion”) is open to legal residents of the fifty (50) United States and District of Columbia who are twenty-one (21) years of age or older at the time of entry. Employees, contractors, directors, officers and agents of Four Roses Distillery, LLC (“Sponsor”) and its affiliates and subsidiaries, advertising and promotion agencies, wholesale distributors, retail licensees, all other service or governmental agencies and their employees involved with the Promotion, and members of their immediate family (spouse, parent, child or sibling), are not eligible to enter or win. The Promotion 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 Promotion. Winning a prize is contingent upon fulfilling all requirements as set forth herein.

**2. PROMOTION PERIOD:**

Promotion begins at 12:00:00 a.m. Central Daylight Time (“CDT”) on May 20, 2022 and ends at 11:59:59 p.m. CDT on August 15, 2022 (“Promotion Period”). Administrator’s (as defined below) computer is the official time keeping device for this Promotion.

**3. HOW TO ENTER: There are two (2) components of this Promotion:**

1. The Giveaway Offer
2. The Sweepstakes

**Giveaway Offer:**

Upon verification with these Official Rules, the first fifty (50) eligible entrants who submit an eligible Entry (as defined below) by uploading their “Four Roses Mellow Moment” to the Website and following all posted instructions will receive one (1) Four Roses Hammock (approx. retail value: \$53). **Offer available while supplies last.** For clarity, the first fifty (50) eligible entries are not entered into the Sweepstakes.

**Sweepstakes:**

There are two (2) ways to enter the Sweepstakes portion of the Promotion:

(a) Internet: Visit [www.FourRosesMellowMap.com](http://www.FourRosesMellowMap.com) (“Website”) and follow the online instructions to: (1) upload a valid picture showing a “mellow moment” of where you like to enjoy Four Roses Bourbon; and (2) complete online registration (“Registration”); or

(b) QR Code: Use your smart phone or other web-enabled device with data plan to scan the Promotion 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 the Website. Follow the online instructions to: (1) upload a valid picture showing a “mellow moment” of where you’d like to enjoy Four Roses Bourbon; and (2) complete online registration (“Registration”).

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 **entry via the QR code method may incur standard 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.

Entries submitted in compliance with the foregoing and all other terms in these Official Rules are hereafter “Entries” or, individually, an “Entry.” By completing all the above steps during the Promotion Period, you will receive one (1) Entry into the drawing for the Promotion.

For all Entries: Automated entries are prohibited, and any use of automated devices will cause disqualification. Entrants may not enter with multiple email addresses nor use any other device or artifice to enter multiple times or as multiple entrants. Any entrant who attempts to enter with multiple email addresses under multiple identities or uses any device or artifice to register multiple times will be disqualified and forfeits all prizes won, in Sponsor’s sole discretion. Multiple entrants are not permitted to share the same email address. Should multiple users of the same email account enter the Promotion and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said email account at the time of entry will be considered an entrant, 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 participating 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 charges.

See Appendix A for additional Entry Guidelines & Prohibited Content (the "Guidelines"), attached hereto and incorporated by reference. By entering, each entrant represents and warrants that the Entry complies with these Official Rules and the Guidelines set for the in Appendix A. Sponsor reserves the right, but not the obligation, to review any Entry for violation of these Official Rules and may, at its sole discretion, reject, delete, or otherwise exclude an Entry for any reason, including without limitation, if the Entry contains any Prohibited Content (as defined in Appendix A) or any other commentary or material which Sponsor, in its sole discretion, deems inappropriate.

#### **4. SWEEPSTAKES DRAWING:**

Potential winners will be selected in a random drawing to be held on or about August 16, 2022 from among all eligible entries received by Administrator, whose decisions are final in all matters relating to this Promotion. Administrator will select a maximum of thirty-five (35) potential Sweepstakes winners. Odds of winning depend on the number of eligible entries received during the Promotion Period.

#### **5. PROMOTION WINNER NOTIFICATION:**

All prizes will be awarded. Potential winners will be notified by email or phone call and will be required to respond to the notification within forty-eight (48) hours indicating whether they can accept the prize. If a potential winner does not respond to the notification within the forty-eight (48) hour time period, prize will be forfeited and an alternate potential winner will be randomly selected. Any alternate potential winner selected will also be required to respond to the notification within the time frame stated above.

Potential winners may be required to complete, sign, and return an affidavit of eligibility and liability and, unless prohibited by law, publicity release to Sponsor or Sponsor's representative within seventy-two (72) hours of prize acceptance. Subject to verification of eligibility and compliance with the terms of these Official Rules, including verification that the winner is twenty-one (21) years of age or older, the potential winner will be declared an official winner of the Promotion. If Sponsor cannot verify that the potential winner is twenty-one (21) years of age or older prior to winner notification, then the potential winner will be disqualified and an alternate potential winner will be randomly selected (time permitting).

In the event of noncompliance within any stated time period, the prize will be forfeited and an alternate potential winner will be randomly selected. Any alternate potential winner selected will also be required to adhere to the time periods described herein. Any prize notification or prize returned to the Sponsor or its agencies as

undeliverable will result in disqualification and the awarding of that prize to an alternate potential winner.

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

A PARTICIPANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL SPONSOR OR ADMINISTRATOR HAS COMPLETED THEIR VERIFICATION OF PARTICIPANT'S ELIGIBILITY.

## **6. PRIZE DETAILS:**

Giveaway Offer Prizes: The first fifty (50) participants who submit a valid Entry will receive a Four Roses Hammock. Approximate Retail Value ("ARV") is \$53.00. If participants cannot accept the prize as specified by Sponsor, prize will be forfeited and may be awarded to an alternate winner at Sponsor's sole discretion. Total ARV of all Giveaway Offer prizes is \$2,650.00. Any difference between stated value and actual value will not be awarded.

Sweepstakes Prizes (35 total): Each verified Winner will receive a "Four Roses Destination Kit". Kit to include a water bottle, collapsible shot glass, hat, lapel pin, Powerbank, and tattoo. Items in pack are subject to change. ARV is \$53.00. If participants cannot accept the prize as specified by Sponsor, prize will be forfeited and may be awarded to an alternate winner at Sponsor's sole discretion. Total ARV of all Sweepstakes prizes is \$1,855.00. Any difference between stated value and actual value will not be awarded.

Limit one (1) Giveaway Offer prize per person and one (1) Sweepstakes prize per person. Prize is 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. Prize winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether it, in whole or in part, is used.

## **7. PUBLICITY and LICENSE GRANTS:**

By entering, you will and hereby do grant to Sponsor a perpetual, irrevocable, exclusive, worldwide, royalty-free, sub-licensable, freely assignable license to reproduce your Entry and to otherwise use, exploit, copy, modify, adapt, edit, publish and display the Entry in any form, manner, venue, media or technology now known or later developed for any and all purposes, including, without limitation, for purposes of commercial or trade purposes, advertising, and promotion as Sponsor and its licensees or assignees determine, without further compensation, notification, or permission.

Further, by entering, you hereby waive any moral rights you may have in any Entry in favor of the Sponsor.

By submitting your Entry you also grant to Sponsor the worldwide, perpetual, irrevocable, fully sub-licensable, and freely transferable right, but not the obligation, to use any and all names, identities, titles, likenesses, distinctive appearances, physical likenesses, images, portraits, pictures, photographs (whether still or moving), screen personas, voices, vocal styles, statements, gestures, mannerisms, personalities, performance characteristics, biographical data, signatures, and any other indicia or imitations of identity or likeness listed, provided, referenced, or otherwise contained in the Entry and/or image (all attributes, collectively, per person, a "Persona") for purposes of advertising and trade, in any format, medium, or technology now known or later developed without further notice, approval, or compensation, unless prohibited by law.

#### **8. RELEASE and INDEMNIFICATION:**

By entering the Promotion, participants agree to release, discharge, and hold harmless Sponsor, Administrator and each of their respective directors, officers, employees, agents, affiliates, subsidiaries, agencies, and assigns (collectively, the "Released Parties") from all losses, damages, rights, claims and actions of any kind resulting from, arising out of, or relating to, your Entry, your participation in this Promotion or any Promotion-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder (including, without limitation, any misrepresentation made by you in connection with the Promotion; any non-compliance by you with these Official Rules; claims brought by persons or entities other than the parties to these Official Rules arising from or related to your involvement with the Promotion; acceptance, possession, misuse or use of any prize or participation in any Promotion-related activity or participation in this Promotion; any malfunction, error or other problem arising in connection with the collection, processing, or retention of Entry information; or any typographical or other error in the printing, offering or announcement of any winner). The foregoing includes, without limitation, any claim for personal injury, property loss or damage, or death arising in any way in connection with the Promotion.

If Sponsor's or Administrator's use of your Entry causes Sponsor or Administrator to be subject to a claim by any third party (including, but not limited to, a claim of infringement), you agree to indemnify and hold harmless the Released Parties, and all persons acting by, through, under, or in concert with them, against any and all damages, costs, judgments and expenses (including reasonable attorney's fees) which the Released Parties (or any one of them) may incur as a result of the use of your Entry.

#### **9. GENERAL CONDITIONS:**

BY PARTICIPATING IN THE PROMOTION, PARTICIPANTS ACKNOWLEDGE AND AGREE THAT EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE PRIZE(S), ARE PROVIDED "AS IS" AND THAT SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE PRIZE(S) AND SPONSOR HEREBY DISCLAIMS ALL SUCH

WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF THE RELEASED PARTIES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.)

The 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, Internet Service Provider (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 Promotion 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 Promotion, 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 Promotion. Should any portion of Promotion 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 Promotion, or submission of Entries, Sponsor and Administrator reserve the right at their sole discretion to suspend, modify or terminate the Promotion, and randomly select the winner from among the 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 Four Roses Distillery, LLC and will not be returned. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES.

**10. GOVERNING LAW & ARBITRATION:**

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 Promotion, 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 Commonwealth of Kentucky without giving effect to any choice of law or conflict of law rules. Any legal suit, action, or proceeding arising out of or relating to the Sweepstakes or these Official Rules shall be instituted exclusively in the federal courts of the United States of America or the courts of the Commonwealth of Kentucky, in each case located in the City of Louisville or County of Anderson, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding

**11. PRIVACY POLICY:**

Submission of contact information in connection with this Promotion (whether or not required), including without limitation, mailing address, phone number, and/or email address, constitutes permission for Sponsor or Administrator to use entrant's personal information for purposes of administration of the Promotion. All information entrants provided will be used in accordance with Sponsor's Privacy Policy. (<https://fourrosesbourbon.com/privacy-policy>). Entrant also may opt-in to be added to Sponsor's customer database and to permit Sponsor to contact them in the future for promotional and other reasons. Entrants may opt-out of receiving such communications as set forth in Sponsor's Privacy Policy or as provided within any such marketing materials (e.g., using the "Unsubscribe" feature provided in the footer of Sponsor's e-mails).

If you are verified as a prize winner, you acknowledge and agree that your first name, last initial, city and state will be included in a publicly available winner's list.

**12. SPONSOR:**

Four Roses Distillery, LLC, 1224 Bonds Mill Road, Lawrenceburg, KY 40342.

**13. ADMINISTRATOR:**

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

**14. WINNER'S LIST:**

For the names of the winners, hand-print your name and complete address on a 3" x 5" card and mail to Four Roses Bourbon Put Mellow on the Map Winners List Request, 16630 Old Chesterfield Road, Chesterfield, MO 63017, for receipt by September 16, 2022.

## **APPENDIX A**

### **ENTRY SUBMISSION GUIDELINES & PROHIBITED CONTENT**

Entries must meet the following requirements:

- Entries cannot defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies or communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate.
- Sponsor shall have full right and power to copy, publish, broadcast, display, distribute, use, edit, translate, alter, combine with other material, reuse and adapt any or all portions of the Entries in any way and for any purpose whatsoever, at any time, now or in the future, in any media now known or hereafter devised throughout the World in any manner whatsoever and for any purpose.
- Entries cannot (a) be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity; (b) promote the excessive or irresponsible consumption of alcohol, or promote illegal use of alcohol, drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous or any particular political agenda or message; (c) be obscene or offensive, endorse any form of hate or hate group; (d) contain an image of anyone under 21 years of age; (e) contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind (other than Four Roses Bourbon products) without permission, or contain any personal identification, such as license plate numbers, personal names, email addresses or street addresses; (f) contain trademarked, copyrighted, or other proprietary materials owned by others without permission; (g) contain materials embodying the names, likenesses or other indicia identifying any person, living or dead, without permission; (h) refer to or depict any names, logos or readily recognizable features of a retailer of alcohol beverages (such as a grocery store, convenience store, restaurant, bar, or any other retail location that sells alcohol beverages); or (i) depict, and cannot itself be in, violation of any law.
- Each participant warrants and represents that the Entry: (a) is his/her original work, (b) has not been previously published; (c) has not received previous awards; and (d) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity;
- Any participant whose Entry includes likenesses of third parties or contains elements not owned by the participant (such as, but not limited to, depictions of persons, buildings, trademarks or logos) must be able to provide legal releases



for such use including Sponsor's use of such Entry, in a form satisfactory to Sponsor, upon request, prior to award of prize and/or naming of participant as a winner.

- Any Entry that, in the sole opinion of Sponsor, is not in accordance with the guidelines as stated herein or on the Website or is deemed to be inappropriate for publication is ineligible.
- Incomplete, illegible, deceptive, or garbled Entries are not eligible.

**ABBREVIATED COPY**

**FOUR ROSES BOURBON PUT MELLOW ON THE MAP PROGRAM**

No Purchase Necessary. Open to US residents 21+. Begins 5/20/22 and ends 8/15/22. See Official Rules at [www.FourRosesMellowMap.com](http://www.FourRosesMellowMap.com) for free entry, prizes and details. Odds vary. By entering, participant agrees to receive response e-mails and push notifications. Message and data rates may apply. Void where prohibited.

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