

Official Rules for the Skrewball Music Fest Sweepstakes

No purchase is required to enter. Open only to legal residents of the 50 United States and D.C. who are 21 years of age or older and of the legal age of majority at the time of entry. U.S. law governs this Sweepstakes. Void where prohibited.

- Eligibility:** The Skrewball Music Fest Sweepstakes (the “Sweepstakes”) is open only to legal residents of the 50 United States or the District of Columbia who are at least twenty-one (21) years old and of the legal age of majority in the jurisdiction in which the entrant resides. Employees of Infinium Spirits, Inc. (“Sponsor”), Arrowhead Promotion & Fulfillment Co., Inc. (“Administrator”), or any other alcohol beverage company, their respective distributors, wholesalers, retailers (including bartenders/staff), or licensees, as well as the immediate family (spouse, parents, siblings, and children) and household members of those employees, are not eligible to enter. Eligibility determinations will be made by Sponsor and Administrator in their discretion and will be final and binding.
- Entry Period:** The Entry Period begins at approximately 8:00 AM CT on June 1, 2022 and ends at 11:59:59 PM CT on August 30, 2022 (the “Entry Period”). Administrator’s computer is the official time-keeping device for the Sweepstakes.
- How to Enter:** During the Entry Period, visit SkrewballSweeps.com/musicfest, and complete the registration form to receive one (1) entry, limit of one (1) entry per person/email/household. Each entrant will be required to submit his or her email address, mailing address and such other information as Sponsor and Administrator may require. The use of multiple e-mail addresses, accounts, an agency, or any automated system to enter is strictly prohibited, and Sponsor reserves the right to disqualify any entries received through such methods. By entering, you indicate your full agreement to these Official Rules and Sponsor’s decisions regarding the Sweepstakes, which are final and binding. Winning a prize is contingent upon fulfilling all requirements in these Official Rules. All entries are subject to verification at any time. Proof of submission does not constitute proof of entry. Sponsor will have the right, in its discretion, to require proof of identity and/or eligibility in a form acceptable to Sponsor (including, without limitation, government-issued photo identification). Failure to provide such proof to the satisfaction of Sponsor in a timely manner may result in disqualification.
- Drawing:** On or about September 7, 2022, Administrator will select one (1) potential winner in a random drawing of all entries received during the Entry Period. The odds of being selected depend on the number of eligible entries received. Sponsor will attempt to contact the potential winner within five (5) business days of the drawing, using the contact information provided in the potential winner’s entry.
- Potential Winner Requirements:** A potential winner may be required to sign a declaration of eligibility and liability/publicity release. The potential winner may also be required to have the Guest (as defined below) compete, sign and return to Sponsor a liability/publicity release. If a potential winner fails to sign (and/or cause the Guest to sign, as applicable) and return these documents within ten (10) business days, an alternate potential winner may be selected in his/her place in a random drawing of all remaining entries received. The potential winner may also in Sponsor’s discretion be required to complete and return to Sponsor an IRS Form W-9 within ten (10) days of attempted delivery of same.
- Prize:** One (1) Winner (“Winner”) will receive a Music Festival trip package (“Trip”). The Trip includes (a) passes for Winner and one (1) guest (“Guest”) to attend up to two (2) days of a music festival determined by Sponsor, currently anticipated to occur in 2022 or 2023 (the “Music Festival”) (2 day passes where available, or the equivalent value up to an aggregate maximum of \$1,000 for all passes),

(b) round trip economy class air transportation for Winner and one (1) Guest from major airport closest to Winner's home to a (Sponsor-approved, subject to availability) Music Festival location of Sponsor's choice, (c) three (3) consecutive nights' hotel accommodations for Winner and one (1) Guest at a Sponsor-specified hotel (room rate and taxes only; size and type of room(s) determined by Sponsor), and (d) a travel allowance of \$1,000, awarded as a check made payable to the Winner. The total approximate retail value of Trip is up to \$4,500. The exact value will depend on where the winner resides and market conditions at the time of prize fulfillment. The winner is responsible for paying any costs and expenses not listed above. Any prize details not specified above will be determined by Sponsor. Restrictions may apply. The prize will be awarded if properly claimed. The prize may not be transferred. A winner may not request cash or a substitute prize; however, Sponsor reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason. The prize consists only of the items expressly specified in these Official Rules. The prize is awarded "as is" and without any warranty, except as required by law. In no event will more than the number of prizes stated in these Official Rules be awarded. Use of gift cards is subject to issuer's terms and conditions. All federal, state and local taxes on the value of the prize are the responsibility of the winner. An IRS form 1099 will be issued if required by law.

Trip must be taken within one year of notification or Trip will be forfeited. If the Winner is not available for the Trip on the dates specified by Sponsor, Sponsor will have the right to disqualify the winner and select an alternate winner. Certain travel and accommodation restrictions and blackout dates may apply. Airline tickets are for travel from major airport from airport nearest winner's home to destination. Airline carrier's regulations and conditions apply. Travel arrangements must be made through Sponsor's agent and on an airline carrier of Sponsor's choice. The Trip may not be combined with any other offer and travel may not qualify for frequent flyer miles. The Winner and their respective Guest must travel together on the same itinerary and are responsible for obtaining all required travel documents and travel insurance (and all other forms of insurance) at their option. Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for the Winner or Guest. All other expenses and costs, not expressly listed above, including, but not limited to, airline baggage fees, taxes, tips, entertainment, hotel transfers, and transportation to airport and to and from the winner's home residence are the Winner's sole responsibility. Winner will be required to provide a valid major credit card or some other acceptable form of payment, as determined in the hotel's sole discretion upon hotel check-in and all in-room charges, telephone calls, meals, beverages, hotel upgrades, amenities, personal incidentals and any other expenses charged to the Winner's hotel room will be charged to that major valid credit card. Sponsor is not responsible for any fees or additional charges resulting from the Winner's or Guest's change to itinerary or accommodations. Accommodations are subject to availability. No refunds or credit for changes are allowed, including in the event of cancellation or delay of any flight, except at the sole discretion of Sponsor. Lost, stolen or damaged airline tickets will not be replaced or exchanged. Sponsor will not be responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by any air carrier(s) or other transportation companies or any other persons providing any of these services to passengers including any results thereof such as changes in services or accommodations necessitated by same. The passenger contracts in use by the airlines or other transportation companies will constitute the sole contracts with respect to the Winner's and Guest's transportation and such contracts shall be solely between the Winner, the Guest and such transportation companies. In the event the Winner and/or Guest engages in behavior during any prize-related activity (including without limitation travel) that, as determined by Sponsor in its sole discretion, is obnoxious, threatening, disruptive, illegal, or tortious, or that subjects the Winner or Guest to arrest or detention, or that is intended to or does threaten or harass any other person, or that violates any applicable rules and regulations, or that in any way disparages or adversely affects the reputation, image

and/or customer goodwill of Sponsor, or that otherwise violates these Official Rules, Sponsor reserves the right to remove the winner and/or guest from the applicable prize-related activity, deny the Winner and/or Guest attendance to any other prize-related activities and/or disqualify the Winner from the Sweepstakes and require the Winner to forfeit any and/or all prize components, with no further obligation or compensation whatsoever to the Winner and/or Guest and no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by Winner or Guest as a result of such conduct. Guest must be 21 years of age or older and must meet all entrant eligibility requirements under these Official Rules and must execute and return a release of liability/Assignment of Rights prior to travel. Winner and his/her Guest must possess valid travel documents {i.e., valid government issued photo ID, passports (where necessary)} in order to travel. Sponsor will not be responsible for Acts of God, acts of terrorism, civil disturbances, work stoppage, pandemics or any natural disaster outside their control that may cause the cancellation of the Trip and ultimately these Official Rules will govern in any of these cases. A 1099 tax statement will be filed with the IRS for the actual total value of the Trip for the Winner. Winner and his/her Guest irrevocably waive all claims against the Sponsor and its Administrators and agree that the Sponsor and its Administrators will have no liability or responsibility and shall be held harmless by Sweepstakes entrants/Winner/Guest for any claim arising in connection with a potentially heightened risk of exposure to communicable diseases, viruses, bacteria or illnesses (including, without limitation, COVID-19) and the causes thereof, and sickness arising as a result of winner and/or guest participating in the Sweepstakes and related activities, wherever, whenever or however the same may occur. Winners and his/her Guest fully understand that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, "COVID-19") is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are or have been present including the Trip; (b) no precautions, including the protocols that may be implemented from time to time based upon public health and government-sponsored guidelines (collectively, the "Protocols"), can eliminate the risk of exposure to COVID-19; (c) while people of all ages and health conditions have been adversely affected by COVID-19, certain people have been identified by public health authorities as having greater risk based on age and/or underlying medical conditions; and (d) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition. All travelers must also pass any required medical testing and comply with any additional requirements, at any time, that may be required or recommended by any government agency, airline, or Sponsor, including without limitation, passing one or more COVID-19 antigen and/or molecular PCR and screening tests, and testing negative for COVID-19 or having been vaccinated against COVID-19. Travelers may also be required to execute any assumption of risk and/or other documents relating to COVID-19 or he/she may not be permitted to travel. Winner will receive a 1099 form in the mail, to be processed in the year in which they receive the Trip. No substitution or transfer of Trip permitted except at the sole discretion of the Sponsor who reserves the right to substitute Trip or select elements of the Trip with items of equal or greater value in the event the Trip or elements thereof are unavailable. Prizes cannot be redeemed for cash. Prizes are awarded "as is" with no warranty or guarantee, either express or implied. All prize details are at Sponsor's sole discretion. The winner is responsible for paying any costs and expenses not listed above. Any prize details not specified above will be determined by Sponsor. The prize may not be transferred. A winner may not request cash or a substitute prize; however, Sponsor reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason.

7. **Grant of Rights:** By entering the Sweepstakes, each entrant irrevocably grants to Sponsor, Administrator and their respective parent companies, subsidiaries, affiliates and advertising and promotion agencies, and the successors and assigns and licensees of each of the foregoing (collectively,

the “Licenses”) the right to use the entrant’s name, likeness, voice, biographical information and/or statements attributed to the entrant (“Personality Rights”), in perpetuity, throughout the world, in all media and formats whether now or later known or developed, including without limitation via Sponsor’s, Administrator’s and third-party websites and social media and digital channels, for commercial purposes and any other purposes (including without limitation advertising and promotion), without further notice or compensation, unless prohibited by law.

8. **General Conditions:** In the event that the operation of the Sweepstakes is impaired in any way, Sponsor may, in its sole discretion, either (a) modify the sweepstakes to address the impairment or (b) award the prize at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the Sweepstakes, violates these Official Rules, or acts in a disruptive manner. Sponsor reserves the right to seek damages from any person who seeks to undermine the legitimate operation of the Sweepstakes. Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that term. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication by Sponsor. The use of agents or automated devices, programs or methods to submit entries is prohibited and Sponsor has the right, in its sole discretion, to disqualify any entry that it believes may have been submitted using such an agent or automated device, program or method. In the event of a dispute regarding who submitted an entry, the entry will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry. “Authorized account holder” means the person who is assigned an email address by an internet provider, online service provider or other organization (e.g., business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. An entrant may be required to provide proof (in a form acceptable to Sponsor, including, without limitation, government-issued photo identification) that he or she is the authorized account holder of the email address associated with the entry in question. All federal, state and local laws and regulations apply. All entries become the property of Sponsor and will not be verified or returned. By participating in this Sweepstakes, each entrant agrees to be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all respects. These Official Rules may not be reprinted or republished in any way without the prior written consent of Sponsor. The Sweepstakes is subject to federal, state, and local laws and regulations and is void where prohibited.

9. **Release and Limitations of Liability:** By entering the Sweepstakes, to the fullest extent permitted by applicable law, you agree to release and hold harmless Sponsor, Administrator, their respective parents, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the “Released Parties”) from and against any claim or cause of action arising out of participation in the Sweepstakes, use of your Personality Rights as permitted pursuant to these Official Rules or receipt or use of any prize. You further agree that in any cause of action, in no event shall the Released Parties be liable for attorney’s fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. You assume the risk of, and all liability for, any injury, loss or damage caused, or claimed to be caused, by participation in this Sweepstakes or the provision, acceptance or use of any prize or any component of any prize. The Released Parties are not responsible for, and will not have any liability in connection with, any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize. The Released Parties are not responsible for, and will not have any liability in connection with, late, lost, delayed, illegible, damaged, corrupted or incomplete entries, incorrect or inaccurate capture of, damage to, or loss of entries or entry information, or any other human, mechanical or technical error of any kind relating to communications or attempted communications with any entrant, the submission, collection,

storage and/or processing of entries or the administration of the Sweepstakes. The Released Parties are not responsible for, and will not have any liability in connection with any Act of God, war, terrorism, accident, fire, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law, enactment, rule, restraint, order or act of any governmental instrumentality or military authority, or other cause not reasonably within their control that may delay or prevent Sponsor or Administrator from fulfilling their obligations pursuant to these Official Rules.

10. **Privacy:** Any information you submit as part of the Sweepstakes will be treated in accordance with Sponsor's Privacy Policy, located at <https://infiniumspirits.com/privacy-policy/> (the "Privacy Policy"). Such information may be used as permitted pursuant to the Privacy Policy, and may also be used as determined by Sponsor and Administrator in connection with the administration of the Sweepstakes (including notification of winners and provision of lists of winners when requested), and for purposes of providing products, services and information (e.g., newsletters) to the entrant.
11. **Disputes:** You agree that any disputes, claims, and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in California. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your 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 California, without giving effect to any choice of law or conflict of law rules (whether of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than California.
12. **Winner Information:** For the name of the winners, send a self-addressed stamped envelope to Arrowhead Promotion Sweepstakes Dept. S8621, 1105 SE 8th Street, Grand Rapids, MN 55744. Requests must be received by September 10, 2022.
13. **Sponsor:** The Sweepstakes is sponsored by Infinium Spirits Inc., 510 Market Street, Suite 301, San Diego, CA 92101, and is administered by Arrowhead Promotion & Fulfillment Co., Inc., 1105 SE 8th Street, Grand Rapids, MN 55744.

Draft Abbreviated Rules for Ads (Pending Review of Creative)

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