"Coppercraft Cocktail Challenge" OFFICIAL RULES

SPONSORED BY COPPERCRAFT DISTILLERY, LLC ("SPONSOR"). NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. **CONTEST:** The Coppercraft Cocktail Challenge (the "Challenge") entry period begins on May 2, 2020 at 10:00 am Eastern Standard Time ("EST") and ends on May 15, 2020 at 5:00 pm EST (the "Entry Period").
- 2. **BINDING AGREEMENT:** Entry into this Challenge constitutes your acceptance of these Official Rules.
- 3. **ELIGIBILITY:** The Challenge is open only to legal residents of the state of Michigan, 18 years of age or older, who, as of the date of March 16 were employed as a bartender at a bar or restaurant located in the counties of Kent, Ottawa, Muskegon or Montcalm (collectively, "West Michigan") or located in the counties of Wayne, Oakland or Macomb (collectively, "Metro Detroit"). Employees of Sponsor and its affiliates and the immediate family members and/or household members of any such persons or entities are not eligible to participate in the Challenge. The Challenge is subject to all applicable federal, state and local laws and regulations and void where prohibited.
- 4. **HOW TO ENTER:** During the Entry Period, complete the Entry Form at http://www.coppercraftdistillery.com/cocktail-challenge and include the following information (the "Entry"):
 - a. Entrant's name and mailing address;
 - b. Name of the bar or restaurant Entrant was employed at on March 16;
 - c. Confirm whether Entrant has received consent from the bar or restaurant to use the bar or restaurant name in their submission;
 - d. Name of recipe, ingredient list, and preparation instructions;
 - e. Photo or a video of the submission which should include instructions for preparation of and inspiration for the submission.

5. ENTRY TERMS AND CONDITIONS:

- a. Contest open to only the first 20 Entries received at <u>www.coppercraftdistillery.com/cocktail-challenge/</u> from West Michigan and the first 20 Entries received from Metro Detroit.
- b. Limit one Entry per person.

- c. Any Entry deemed in Sponsor's sole and absolute discretion not to comply with any element of the Official Rules will be disqualified, and the next received Entry from that region will be accepted.
- d. Recipe names must not be profane or vulgar as determined in Sponsor's sole and absolute discretion.
- e. Recipe must include at least 1 ounce of Coppercraft spirits and no more than 1 ounce of any other alcoholic spirit.
- f. Recipe may not: be a shooter, use open flames, or be a hot cocktail.
- g. Recipes must include readily available ingredients.
- 6. **JUDGING:** On or about May 18, 2020, a panel of three Sponsor employees will select the top three Entries collectively from West Michigan and Metro Detroit. Judging will be based on the following criteria, in the judges sole and absolute discretion:
 - 1. Entry appearance;
 - 2. Entry taste and aroma; and
 - Ease of execution.
- 7. **VOTING:** On or about May 18, 2020, the top three Entries collectively from West Michigan and Metro Detroit will be published on Sponsor's <u>website</u> with a poll for users to vote for their favorite from among these top three Entries. Voting will remain open until 11: 59 pm EST May 25th, 2020. The Entry receiving the most votes will be deemed the "First Place Winner". The Entry receiving the second most votes will be deemed the "Second Place Winner". The Entry receiving the third most votes will be deemed the "Third Place Winner". At the close of voting, on or about May 27, 2020, Sponsor will announce the First, Second, and Third Place Winners on Sponsor's <u>website</u> and in any other media Sponsor so chooses, at Sponsor's sole discretion.
- 8. PRIZES AND PRIZE DISTRIBUTION: The First Place Winner will receive a \$300 check mailed to their mailing address. The Second Place Winner will receive a \$200 check mailed to their mailing address. The Third Place Winner will receive a \$100 check mailed to their mailing address. All other Entries will receive a \$50 Visa gift card mailed to their mailing address. Gift cards and checks will be mailed on or about May 29th, 2020.

All Entrants are required to comply with any and all applicable federal, state and local laws, rules and regulations related thereto and is solely responsible for any and all federal, state, and local taxes that apply to the receipt and use of any prize. Sponsor reserves the right to substitute a prize of greater or equal

value in the event the Prize or a portion of the Prize is unavailable for any reason. Prizes are non-assignable and non-transferable. No cash alternative or other substitution of prizes is permitted, except at the sole option of Sponsor. Sponsor will not replace any lost or stolen Prize. Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Sponsor will pay the cost to ship the Prize to the mailing address provided in the Entry.

9. **PUBLICITY AND RELEASE:** By entering the Challenge, you hereby grant to Sponsor and its related companies, agents, licensees, sublicensees, contractors, successors, legal representatives, assigns, and third-party service providers, and their respective retail partners, marketing or public relations agencies, and other affiliates (the "Licensed Parties") a worldwide, perpetual, irrevocable, royalty-free, fully-paid, non-exclusive, transferable, sublicensable right to use, modify, adapt, publish, translate, reproduce, distribute, transmit, perform, display, create derivative works from, combine with other materials, alter and/or edit your Entry in any manner to be determined in the Licensed Parties' sole discretion, including but not limited to on webpages, social media pages and channels, for marketing, promotion, advertising and any other legal purpose in any media now known or hereafter devised, including all forms digital and print media. Your Entry will include the personal and biographical information you share in your Entry and on any third party social media platform which is publicly available including, but not limited to, your real name, likeness, voice, user name, location information, or any other personally identifiable information.

You will have no right to approve how the Licensed Parties will use your Entry. While the Licensed Parties will make commercially reasonable efforts to give you credit for your Entry, you agree such credit is not mandatory and your permission is not contingent upon such credit being given. Nothing in these Official Rules requires the Licensed Parties to use or publish your Entry in any specific way or use it at all. You acknowledge and agree that you will not acquire any ownership or other rights in any Sponsor Entry or properties as a result of your agreement to these Official Rules. These Official Rules are personal to you and may not be assigned or transferred by you for any reason whatsoever without Sponsor's prior written consent; and any action or conduct in violation of the foregoing shall be void and without effect. You hereby agree that the Entry that is the subject of these Official Rules is deemed nonconfidential and the Licensed Parties have no obligation to maintain the confidentiality of the information.

You hereby represent and warrant that:

- a. you are at least 18 years old;
- b. you own and control all rights, title and interest in and to the Entry or that you otherwise have all rights, permissions and consents necessary submit such Entry to the Challenge (including, but not limited to, the right to use names, images and likenesses of any third party referenced or appearing in the Entry);
- c. you have all rights necessary to agree to these Official Rules;
- d. you have complied with all applicable laws and regulations and no third parties were harmed or rights were violated during creation of the Entry or the acquisition or production of the Entry;
- e. you understand you will not be paid for the Licensed Parties' use of your Entry as described in these Official Rules;
- f. the Entry does not infringe any rights, including intellectual property rights, of another;
- g. any statements, remarks or claims contained or depicted in your Entry will reflect your honest views and experiences; and
- h. the Entry is not libelous, defamatory, obscene, pornographic, abusive, indecent, threatening, harassing, hateful, or offensive or otherwise unlawful.

By entering the Challenge, entrants agree to waive, release, indemnify, defend and hold harmless the Sponsor and Licensed Parties, together with their affiliates, employees, officers, agents, directors and contractors from and against, any claims, actions, injuries (including death), loss, expenses or damages and/or liabilities of any nature that in any way arise in whole or in part from the acceptance, possession, use or enjoyment of Prize or parts thereof, participation in the Challenge, Licensed Parties' use of your Entry, or in any prize-related activity, including, without limitation, any (i) condition caused by events beyond Sponsor's control that may cause the Challenge to be disrupted or corrupted, (ii) injuries, losses, or damages (property damage, personal injury, death, compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Challenge, (iii) printing or typographical errors in any materials associated with the Challenge, or (iv) electronic, network or computer failures or malfunctions, or other hardware, software or technical errors of any kind, including any injury or damage to any person's computer related to, or resulting from, participation in the Challenge or for other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Challenge, including,

without limitation, errors or difficulties which may occur in connection with the administration of the Challenge.

- 10. GENERAL TERMS AND CONDITIONS: Automated Entries or voting are prohibited. Any use of automated devices for voting or multiple Entries submitted by a single person will cause disqualification in Sponsor's sole and absolute discretion. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Challenge in whole or in part, for any reason. Potential winners may be requested to provide Sponsor with proof that he or she meets the eligibility requirements for the Challenge. Sponsor reserves the right to verify the eligibility of each Entry; if an Entry is found to be ineligible to enter the Challenge the Entry will be considered invalid. Sponsor's computer will be the official timekeeper of this Challenge. The contest shall be governed by the laws of the State of Michigan. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Official Rules is invalid, then that provision will be removed without affecting the rest of the Official Rules. The remaining provisions of these Official Rules will continue to be valid and enforceable. Sponsor reserves the right to disqualify, in Sponsor's sole and absolute discretion, any Entry or vote who Sponsor has a reasonable belief has violated or failed to comply with these Official Rules.
- 11. WINNERS LIST: A winner list may be obtained by sending an email request to info@coppercraftdistillery.com.
- 12. **DISCLAIMER:** The Challenge is in no way sponsored, endorsed or administered by, or associated with Facebook.