

OFFICIAL PENDLETON WHISKY CONTEST RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN A PRIZE.

GP TM Acquisition LLC d/b/a Texas Monthly (“Texas Monthly”) is giving Texas Monthly readers a chance to win a Pendleton Whisky branded cocktail set and \$75 to spend at the Pendleton Whisky online store in the Pendleton Whisky Sweepstakes (the “Contest”). This Contest is governed by these Rules, as well as by Texas Monthly’s Official General Contest Rules (“General Rules”). In the event there is a discrepancy or inconsistency between these Rules and the General Rules, these Rules shall govern. Any individual who enters, attempts to enter or in any way participates or attempts to participate in the Contest (“Participant”) agrees to be bound by the terms and conditions provided in these Rules and to the extent applicable the General Rules, as well as by all interpretations of these Rules by Texas Monthly and by all other decisions of Texas Monthly which are final and binding in all matters relating to the Contest.

NO PURCHASE NECESSARY:

No purchase is necessary to enter or win a prize. A purchase will not increase your chances of winning.

APPLICABLE LAW (VOID WHERE PROHIBITED):

All Contests are subject to and governed by applicable federal, state and local laws and regulations. Participation in this Contest is void where prohibited or otherwise restricted by law.

CONTEST SPONSORS:

The sponsors of the contest are *Texas Monthly* and Pendleton Whisky (“the Sponsors”).

CONTEST CANCELLATION, SUSPENSION OR MODIFICATION:

Sponsors reserve the right to cancel, terminate, modify or suspend the Contest if it is not capable of being completed as planned for any reason, including, but not limited to, infection by computer virus, “bugs”, tampering, unauthorized intervention, fraud, or technical failures of any kind or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of any such Contest. The decision of any Sponsor to cancel, terminate, modify or suspend any Contest shall be final in all respects.

CONTEST DESCRIPTIONS:

The Contest begins on Tuesday September 21, 2021 at 5:00pm (CST) and ends on Friday October 22, 2021 at 5:00 p.m. (CST) (the “Entry Period”). During the Entry Period, participants can enter the Contest by completely filling out the form on [URL] for a chance to win a Pendleton Whisky branded cocktail set and \$75 to spend at the Pendleton Whisky online store.

ELIGIBILITY:

Geographical, Age and Parental Consent Requirements: The Contest is open to the legal United States residents of the state of Texas who are at least 21 years of age or older at time of entry.

Contest Entity and Immediate Family Member Ineligibility: The officers, directors, employees, contractors, and agents of *Texas Monthly*, and any other Sponsors and any entity involved in the sponsorship, development, production, implementation and distribution of the Contest as well as their respective parents, affiliates, divisions, subsidiaries and successor companies (collectively the “Contest Entities”), Employees and agents of *Texas Monthly*, their affiliates, subsidiaries, advertising and promotion agencies, and any entity involved in the development, production, implementation, administration or fulfillment of the Contest (all of the foregoing, together with *Texas Monthly* collectively referred to as “Promotion Entities”) and their immediate family members (and those living in the same household, whether or not related), are prohibited from participating in the Contest and do not qualify as Participants. “Immediate family members” shall include spouses, siblings, parents, children, grandparents, and grandchildren, whether as “in-laws”, or by current or past marriage, remarriage, adoption, co-habitation or other familial extension.

Past Prize Winners: Participants who have won a *Texas Monthly* contest in the last thirty (30) days or who have won prizes valued over Six Hundred Dollars (\$600) from a *Texas Monthly* contest in the last twelve (12) months are ineligible.

Employer Restrictions: Participant is solely responsible for reviewing and understanding Participant’s employer’s policies regarding Participant’s eligibility to participate in contests. Participant may be disqualified from entering into this Contest or receiving prizes if Participant is participating in this Contest in violation of his or her employer’s policies.

HOW TO ENTER:

During the Entry Period, eligible participants can go to on <https://www.texasmonthly.com/promotion/pendleton-sweepstakes/> and follow the entry instructions. Eligible participants can enter the Contest by filling out the official Contest entry form. All participants must accurately complete all required fields or entry will be deemed invalid. In order to participate, you will need Internet access and a valid email address. Limit one entry per person per email address per day. Internet entries will be deemed made by the authorized account holder of the email address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the email address by an internet access provider, online service provider or other organization that is responsible for assigning the email address or the domain associated with the submitted email address. Entries submitted will not be acknowledged or returned. Use of any device to automate entry is prohibited. Proof of submission of an entry shall not be deemed proof of receipt by Sponsors. The Contest administrator’s computer is the official time-keeping device for the Contest. Entries must be received by **Thursday November 25, 2021 at 11:59pm. (CST).**

Entries Are the Sole and Exclusive Property of Sponsors: All Contest entries and/or related submissions become the sole and exclusive property of the Sponsors upon transmission. Contest entries will not be returned and may be used by any Contest Entity for any purpose whatsoever related to any Contest, without additional compensation to the participant or any other individual or entity. Upon providing your email address on the official contest entry form, you are given the option to receive promotional emails from *Texas Monthly*, our advertisers, and *Texas Monthly* by checking the opt-in box.

False Fraudulent or Deceptive Entries or Acts: Participants who, as determined by Sponsors in their sole discretion, provide false, fraudulent or deceptive entries or who engage in false, fraudulent or deceptive acts in connection with the Contest will be disqualified and subject to criminal prosecution.

PARTICIPATION PROBLEM DISCLAIMER:

Even if alleged to be caused by the sole or partial negligence of the Sponsors, the Sponsors are not responsible for any problems which affect or result from participation or attempted participation in the Contest, including, but not limited to the following:

1. Incorrect, incomplete or inaccurate entry information;
2. Human errors;
3. Failures, omissions, interruptions, deletions or defects of any wireless network, telephone network, internet service, computer systems, servers, utility providers, or software;
4. Identity theft;
5. Tampering, destruction or unauthorized access to, or alteration of, entries or computer data;
6. Network hackers or other unauthorized access to Sponsors' computer network;
7. Data that is processed late or incorrectly or is incomplete or lost due to wireless network, telephone network, computer or electronic malfunction or traffic congestion on wireless or telephone networks;
8. Printing errors;
9. Equipment malfunctions; and
10. Late, misdirected, lost, misplaced, illegible, mutilated or postage-due entries.

PRIZES:

One (1) prize winner will receive one (1) Pendleton Whisky branded cocktail set and one (1) \$75 gift card to spend in the Pendleton Whisky online store. Total approximate retail value of the Prizes is one thousand dollars (\$100). Ground transportation, gratuities, and any other expense related to the Prize will be the sole responsibility of winner.

Prize must be claimed by the week of November 29, 2021 or Prize will be forfeited in its entirety and, at Sponsors' discretion, awarded to an alternate winner (if time permits). Sponsors will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Prize elements may not be separated.

No transfer, assignment or substitution of a prize is permitted, except Sponsors reserve the right to substitute an item of equal or greater value in the event an advertised prize is unavailable to the extent permitted by law. Any difference between the actual value and the approximate retail value of any prize will not be awarded. No substitution or cash equivalent will be made. Sponsors are not responsible for cancellations or delays in travel accommodations and have no obligation to reimburse, refund or otherwise substitute any tickets awarded as a part of a travel prize due to such cancellations or delays.

TAXES:

The Participant prize-winner is solely responsible for determining and paying all federal, state and local taxes (including any sales taxes). Any person winning over Six Hundred Dollars (\$600) in prizes during any one year period will receive an IRS Form 1099 at the end of the calendar year, and a copy of such form will be filed with the IRS.

ODDS OF WINNING:

The odds of winning will depend on the number of eligible entries received.

WINNER SELECTION:

One (1) winner will be selected via random drawing conducted by the Sponsors on or about **November 26, 2021** from among all eligible entries received. Winners will be contacted by Sponsors via email or phone on or about **November 29, 2021**.

HOW TO CLAIM A PRIZE:

Claiming the Prize: The prize letter will be shipped directly to the winner by the Sponsors. The Sponsors have the right in their sole discretion to mail the prize letter to the winner. Where this occurs, the winner will initially be sent the required releases and prize claim forms. Failure by the winner to return completed forms within five (5) business days of receipt of the forms may lead to forfeiture of the prize. Additionally, in the event the prize is mailed to the winner, the winner assumes the risk of the prize's safe arrival.

Prerequisites to Prize Award: Prior to being awarded a prize, winners are required to provide: (1) a valid government-issued photo identification depicting proof of age and (2) a valid taxpayer identification number or social security number. The social security number will be used for tax-reporting purposes. Sponsors reserve the right to deny awarding the Prize if the winner fails to provide satisfactory identification, as determined in the Sponsors' sole discretion.

Winner is required to execute an Affidavit of Eligibility, Release of Liability, Indemnification and Publicity Release Agreement and a completed IRS Form W-9 before any prize is awarded. By entering the Contest, Participant agrees to execute these documents if selected as a winner. Except where prohibited by law, failure to execute any of these documents or comply with any of these terms will result in forfeiture of the prize. Winner's travel partner must execute a Release of Liability, Indemnification and Publicity Release Agreement prior to travel. By

entering the Contest, Participant agrees to execute these documents if selected as a winner. Except where prohibited by law, failure to execute any of these documents or comply with any of these terms will result in forfeiture of the Prize.

Prize Forfeiture: Any winner who fails to return required releases and prize claim forms within (5) business days from the date of receipt of forms for any reason, and fails to obtain an extension from *Texas Monthly*, will forfeit the prize. *Texas Monthly* reserves the right, in its sole discretion, to award unclaimed prizes to alternate contestants or not to award the unclaimed prizes.

WARRANTIES AND REPRESENTATIONS:

By entering and participating in the Contest, and in consideration thereof, each Participant individually warrants and represents to Sponsors that they: (i) meet the residency and age requirements at the time of entry; (ii) will be bound by these Rules and the *Texas Monthly* General Rules, and by all applicable laws and regulations, and the decisions of the Sponsors; and (iii) waive any rights to claim ambiguity with respect to these Rules and the General Rules.

RELEASE OF LIABILITY AND INDEMNIFICATION:

As consideration for entering the Contest, all Participants agree to **RELEASE, DISCHARGE AND COVENANT NOT TO SUE** *Texas Monthly*, the other Contest Entities (as described above) and each of their respective direct and indirect affiliates, divisions, parent and subsidiary companies, officers, employees, shareholders, representatives, managers, members, directors, owners, agents, insurers, attorneys, predecessors, successors, and assigns thereof (collectively, the “Released Parties”), from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, identity theft, loss of consortium claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to their participation in the Contest, including, but not limited to, any claim that the act or omission complained of was **caused in whole or in part by the strict liability or negligence in any form of the Released Parties.**

Additionally, as consideration for entering the Contest, all Participants agree to **INDEMNIFY, HOLD HARMLESS, AND DEFEND** the Released Parties in any action or proceeding from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, identity theft, loss of consortium claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to their participation in the Contest or for their failure to comply with the terms of the above release provision. This agreement to indemnify, hold harmless and defend applies even if the act or

omission complained of was allegedly **caused in whole or in part by the strict liability or negligence in any form of the Released Parties.**

PUBLICITY RELEASE:

Unless prohibited by applicable law, Participants authorize and irrevocably grant to *Texas Monthly* and the other Released Parties (as defined above) permission to, from time to time, reference and discuss Participants and their participation in the Contest in its publication and/or on its website(s) in photographs, video recordings, digital images, audio recordings, as well as in newsletters, news releases, other printed materials, and in materials made available on the Internet or in other media now known or hereafter developed for any purpose *Texas*

Monthly and/or the Released Parties deem proper. Such reference and discussion may involve Participants' name and other personal/biographical material.

DISQUALIFICATION:

All participants agree to be bound by these Rules. Non-compliance with any of these Rules will result in disqualification and all privileges as a Participant will be immediately terminated. Sponsors, in their sole discretion, further reserve the right to disqualify any person for: (i) tampering with the entry process or the operation of the Contest; (ii) gaining an unfair advantage in participating in the Contest; (iii) obtaining winner status using false, fraudulent or deceptive means; or (iv) engaging in otherwise unsportsmanlike, disruptive, annoying, harassing, or threatening behavior.

CAUTION: ANY ATTEMPT BY ANY PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF ANY CONTEST, TELEPHONE SYSTEMS OR WEB SITE, OR UNDERMINE THE LEGITIMATE OPERATION OF ANY CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

RULES CHANGES AND INTERPRETATIONS:

Sponsors reserve the right in their sole discretion to supplement or make changes to these Rules as well as the rules of any contest at any time without notice. Sponsors reserve the right in its sole discretion to interpret the rules of any contest, and such interpretation shall be binding upon all participants.

GOVERNING LAW AND JURISDICTION:

This Contest shall be governed by and construed in accordance with the laws of the State of Texas without reference to its conflict of laws principles. By entering the Contest, Participants hereby submit to the jurisdiction and venue of the federal and state courts of Texas and waive the right to have disputes arising out of the subject matter hereof adjudicated in any other forum. In

no event, will any Participant be entitled to injunctive relief or equitable relief of any kind, or restrain the continuation of any Contest.

GENERAL RULES/LIST OF WINNERS:

Copies of these Rules and/or the General Rules may be obtained by sending a self-addressed stamped envelope to: *Texas Monthly* Live Ticket Giveaway Rules and/or Official Contest Rules, P.O. Box 1569, Austin, TX 78767. These Rules and the General Rules may also be found at <http://www.texasmonthly.com/contest-rules/> or on <https://www.texasmonthly.com/wp-content/uploads/2021/10/OFFICIAL-PENDLETON-WHISKY-CONTEST-RULES.pdf>.

For a list of any Contest winners send a self-addressed, stamped envelope to: Pendleton Whisky Winners List, P.O. Box 1569, Austin, TX 78767.

SPONSORS:

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