

## HOWLER HEAD SWEEPSTAKES OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. MUST BE 21 YEARS OF AGE OR OLDER TO PARTICIPATE.**

**Acceptance of Official Rules:** By entering (the “Sweepstakes”), you hereby accept and agree: (i) to these official rules (the “Official Rules”), and the decisions of the Sponsor in connection with the Sweepstakes, whose decisions are final, binding and conclusive on all matters relating to this Sweepstakes; and (ii) to the disclosure of your entry information to the Sponsor for purposes of administering the Sweepstakes.

**Eligibility:** The Sweepstakes is offered and open to persons who are: (i) legal residents of the United States; and (ii) at least 21 years of age at the time of entry. This Sweepstakes is void outside the United States, in Puerto Rico, and all United States territories and possessions, and where taxed, prohibited or restricted by law, regulation, rule or otherwise. This Sweepstakes is not open to persons or are in the employment of any of the following: (i) the Sponsor or its affiliates, subsidiaries, or parents; (ii) alcohol beverage distributors or wholesalers; (iii) retailers (including bartenders/staff) of alcohol-beverage products; (iv) advertising, promotion or media agencies, printers of Sweepstakes materials or Sweepstakes material suppliers, or other coordinating agencies involved in this Sweepstakes; or (v) or the immediate family members (biological or step-parent, grandparent, child, sibling, spouse of the foregoing) regardless of where they live, or household members (people who share the same residence at least three (3) months out of the year) of each of the above, whether they are related or not. This Sweepstakes is subject to all applicable federal, state and local laws and regulations.

**Sweepstakes Entry Period:** The Sweepstakes begins at 12:01 a.m. Eastern Standard Time (“EST”) on April 1, 2022 and ends at 11:59 p.m. EST on July 31, 2022 (the “Sweepstakes Entry Period”). Sponsor is the official timekeeper for this Sweepstakes.

**To Enter:**

Visit [www.howlerhead.com](http://www.howlerhead.com) and read the official rules, then follow all instructions to enter.

**Entries:** You may enter only once during the Sweepstakes Entry Period. All entries must be received by 11:59 p.m. EST on July 31, 2022. Only entries received during the Sweepstakes Entry Period and which are otherwise fully compliant with these Official Rules will be entered for a chance to participate (“Valid Entries”). Multiple entries will result in the disqualification of all entries from said entrant. Entries not satisfying all the requirements of these Official Rules will be automatically disqualified. No mass or mechanically reproduced entries will be allowed.

**Selection of Winner:** On or about August 15, 2022, Sponsor or an independent entity will randomly draw from all Valid Entries one (1) potential winner for a Grand Prize. The Sponsor will determine in its sole discretion what entries are deemed Valid Entries and their decision and the result of the drawing is final in all respects. Odds of winning depend on the total number of Valid Entries timely received. The potential prize winner will be notified via e-mail or phone. If a potential prizewinner cannot be reached after two (2) attempts, such person may be disqualified, and an alternative potential prizewinner may be selected in accordance with these Official Rules. If any prospective prizewinner’s e-mail is returned as undeliverable or any phone number disconnected, it will result in disqualification and at Sponsor’s sole discretion an alternative potential prizewinner may be selected in accordance with these Official Rules. Any non-response by a potential winner or Sponsor’s failure to receive a response from any potential winner within two (2) business days may result in disqualification of such potential winner and the selection of an alternate potential winner in Sponsor’s sole discretion and time permitting. Sponsor is not responsible for unsuccessful efforts to notify any potential winner.

**Affidavit of Eligibility:** Each potential prizewinner must sign and return an Affidavit of Eligibility, which includes a requirement to provide a Social Security Number, agreement to abide by COVID-19 protocols and procedures determined in the sole discretion of Sponsor and/or UFC, a Liability Release and Publicity Release that will allow UFC to use winner’s name and likeness (where legal) (collectively the “Releases”) within three (3) business days of notification. Sponsor, or its designated third party, including but not limited to the UFC, reserves the right, at its sole

discretion, to disqualify winners based on the background check. Sponsor reserves the right to conduct a background check, including but not limited to criminal history, on any winner. To the extent required by law, the winner authorizes this check. If any prospective potential winner is found to be ineligible for any reason, an alternate potential winner may be selected at Sponsor's sole discretion. In the event of non-compliance with these requirements (including execution of the Releases) or if any Releases or other documentation are returned as undeliverable, the prize may be forfeited, and an alternative potential prizewinner may be selected if feasible. All winners are subject to verification and compliance with these Official Rules. Except where prohibited by law, the potential prizewinner's acceptance of a Prize constitutes permission for Sponsor to use the prizewinner's name, photograph, likeness, statements, biographical information, voice, and address (city and state only), as edited, altered or modified in any way by the Sponsor or its designee(s) in the Sponsor's sole discretion, as well as any additional photographic images, video images, portraits, interviews or other materials relating to you and arising from your participation in this Sweepstakes in any and all media now known or hereafter devised, throughout the world in perpetuity, for advertising the Sweepstakes or any other purposes, without limitation and without additional review, notification, compensation, or approval.

**Taxes:** The value of the Prize won by a participant of this Sweepstakes may be taxable as income to the winner. The winner is solely responsible for any and all taxes or fees associated with the prize(s). Winners will be issued an IRS Form W-9 with the Releases and Companion Releases and a subsequent IRS Form 1099. Upon receipt of a Prize, the winner is required to comply with any and all applicable federal, state and local laws, rules and regulations.

**Prize:**

There is one (1) Grand Prize:

An Ultimate PPV Fight Viewing Package featuring one (1) year of UFC Fight Pass, plus a 65+” Smart TV. Approximate retail value: \$1,120.

Actual retail value of the Grand Prize may vary. If actual retail value is less than stated ARV, neither the difference in value nor any additional compensation will be awarded. In the event any activity included in the Grand Prize is cancelled, delayed or postponed for any reason, Winner will not be reimbursed, and Grand Prize shall consist solely of the remaining elements, if any. Any costs, expenses or incidentals associated with Grand Prize acceptance and use not specified herein as being provided are the responsibility of the winner, including, without limitation, all Federal, state, local and income taxes.

**General Prize Conditions:** The Prize is awarded “as is” with no warranty or guarantee, either express or implied by Sponsor, including but not limited to the implied warranties of merchantability, fitness for a particular purpose or non-infringement. No transfers, cash redemption, or substitutions are permitted, except that Sponsor reserves the right to substitute a Prize (or portion thereof) with one of comparable or greater value in its sole and absolute discretion. All Prize awards are subject to verification of eligibility and compliance with these Official Rules. Please allow approximately six (6) to eight (8) weeks from the date of completion of the winner verification process to receive your Prize.

**Improper Conduct:** Sponsor, in its sole discretion, may disqualify you from participation in the use of any or all portions of the Sweepstakes, and refuse to award a Prize, if you engage in any conduct Sponsor deems to be improper, unfair or otherwise adverse to the operation of the Sweepstakes or detrimental to other entrants of the Sweepstakes, or to the Sponsor. Such improper conduct, includes, without limitation, non-compliance in any public forum, including but not limited to social media channels, with applicable Distilled Spirits Counsel of the United States Codes (<http://www.discus.org/responsibility/code/>), falsifying personal information required during registration or prize claim, violating any term or condition stated herein, accumulating entries through automated techniques, or allowing others to use your personal information for the purpose of accumulating entries, or intentionally trying to defraud, reverse engineer, disassemble or otherwise tamper with the computer programs or wireless technology in connection with this Sweepstakes. You agree that Sponsor may void any part of any Prize that you may have won or require the return of any part of any Prize that you may have won as a result of such improper conduct. You further acknowledge that any forfeiture of any prize or return of any prize in no way prevents Sponsor from pursuing other avenues of recourse such as criminal or civil proceedings in connection with such conduct. **WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL**

LAW AND SHOULD SUCH AN ATTEMPT BE MADE; SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING REASONABLE ATTORNEYS' FEES) OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

**Conditions of Entry:**

Sponsor and its respective parents, affiliates, subsidiaries, divisions and advertising or sweepstakes agencies, Ayatana XP, UFC, individuals or entities responsible for the development, printing, distribution and implementation of this Sweepstakes, suppliers, distributors and retailers of alcohol-beverage products, and each of their respective employees, officers, directors and agents (collectively, "Released Parties") are not responsible for, and you hereby forever waive any rights to any claim in connection with: (i) lost, late, misdirected, incomplete, incorrect, inaccurate, damaged, illegible or postage due entries; (ii) hardware or software errors; faulty computer, telephone, cable, satellite, network, cellular towers, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled, scrambled, delayed or faulty data transmission entries; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the Web Site or the Social Media channels in whole or in part for any reason; traffic congestion on the Internet, the Web Site or Social Media channels; unauthorized human or non-human intervention of the operation of the Sweepstakes, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Sweepstakes, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Sweepstakes; or (iii) any injury or damage to your computer or any other person's computer or other device related to or resulting from entering or otherwise participating in the Sweepstakes or downloading materials from or use of a Web Site or Social Media channels. Released Parties are also not responsible for any other errors in connection with the Sweepstakes, including, without limitation, errors or problems in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the winners, or typographical, printing or other errors in these Official Rules or in any Sweepstakes-related materials.

By participating in the Sweepstakes, you agree to release, defend, indemnify and hold harmless Released Parties from and against any and all claims, demands, expenses, losses and liabilities of any nature whatsoever caused or contributed to by: (i) entering or participating in the Sweepstakes (including any claims of third parties alleging infringement, rights of publicity, rights of privacy or defamation or other intellectual property rights); (ii) the acceptance, use or misuse of any Prize, including any property damage, personal injury or death resulting from travel or acceptance of any prize; (iii) financial claims; (iv) physical or emotional injury; or (v) any other legal claim that may arise, whether under contract, tort, warranty or any other theory or claim.

**Sweepstakes Errors:** The Sponsor and its respective parents, affiliates, subsidiaries, divisions and advertising or sweepstakes agencies assume no liability and are not responsible for, and you hereby forever waive any rights to any claim in connection with, errors and/or ambiguity: (a) in the Sweepstakes; (b) in any related advertising or promotions of this Sweepstakes; or (c) in these Official Rules. In the event of any ambiguity(s) or error(s) in these Official Rules, Sponsor reserves the right to modify these Official Rules for clarification purposes or to correct any such error(s) without materially affecting the terms and conditions of the Sweepstakes. Sponsor reserves the right to withdraw and terminate, or modify, the administration of the Sweepstakes if it becomes technically corrupted, if a computer virus or system malfunction impairs its ability to conduct the Sweepstakes, or if the online entry method otherwise becomes impossible, impractical, infeasible for any other reason. Further, Sponsor has the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate this Sweepstakes at any time without notice or further obligation.

**Multiple Entries:**

In the event of a dispute involving entries submitted by multiple individuals using the same wireless phone number, email, handle, screen name, or physical address, as the case may be, the entry will be deemed to have been submitted by the authorized subscriber, the authorized owner of the wireless phone number or the resident of the household as identified through a mortgage, lease or similar documentation, as the case may be, used to enter the Sweepstakes at the time of entry. The authorized account subscriber/owner is defined as the natural person who is assigned to and has registered the email, handle, screen name, wireless phone number by the relevant wireless carrier or an email address by the relevant Internet access provider, online service provider or other organization responsible for assigning wireless phone numbers and/or email addresses for the domain associated with the submitted email address, as applicable, and he/she must fully comply with these Official Rules. Entries from any person, wireless phone

number, email address, or household in excess of the one (1) entry limit are prohibited and will void all entries from that wireless phone number, email address or physical address.

**Interpretation:** This Sweepstakes is governed by and interpreted under the laws of the State of New York, U.S.A. without regard to its conflicts of laws provisions. By participating, you agree that any and all disputes arising out of or relating in any way to this Sweepstakes will be litigated only in courts sitting in New York. The New York courts (State and Federal) have sole jurisdiction of any controversies regarding the sweepstakes and the laws of the State of New York govern the Sweepstakes. You waive any and all objections to jurisdiction and venue in these courts and hereby submit to the jurisdiction of these courts.

**Limitation of Liability:** IN NO EVENT WILL UFC, AYATANA XP, THE SPONSOR, OR ANY OF THE PARTIES RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, DIVISIONS, INDIVIDUALS, DIRECTORS, OFFICERS, EMPLOYEES, AGENCIES, OR ENTITIES RESPONSIBLE FOR THE DEVELOPMENT, PRINTING, DISTRIBUTION OR IMPLIMENTATION OF THIS SWEEPTSAKES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE SWEEPSTAKES, THE PRIZES, INCLUDING, WITHOUT LIMITATION, ANY USE OR MISUSE OF ANY MATERIAL FROM THE SWEEPSTAKES. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE IMITATIONS OR EXCLUSIONS.

**Winner's list:** Available after August 31, 2022. For a list of prizewinners, send a self-addressed stamped envelope by September 1, 2022, to 154 West 14<sup>th</sup> Street, New York, NY 10011.

**Unsubscribe:** Sponsor shares your concerns about the privacy of your personal information. Information collected in connection with this Sweepstakes will be used in accordance with Sponsor's privacy policy and these Official Rules. By entering this Sweepstakes, you agree to receive marketing materials, communications and other materials from the Sponsor and any promotional partners whose products and services Sponsor feels might interest you at a future date. In the event of any discrepancy between the privacy policy and these Official Rules, the privacy policy controls and governs. To review Sponsor's privacy policy, please go to <https://howlerhead.com/online-privacy-policy/>

**Sponsor:** Howler Head. Kentucky Straight Bourbon Whiskey with Natural Banana Flavor, 40% Alc/Vol. Produced and Bottled by Wooler Brands, Owensboro, KY.

