



## **"A TROPICAL REMIX: TIKI COCKTAIL CONTEST"**

### **Contest Rules and Regulations**

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

**1. Eligibility:** Contest (the "Contest") is open only to those who submit a complete entry (as defined below in "How to Enter") and who are 21 years old as of the date of entry. The contest is only open to legal residents of the Continental United States and is void where prohibited by law. Employees of 3 Badge Beverage Corporation (the "Sponsor") their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state and local laws and regulations. Void where prohibited.

**2. Agreement to Rules:** By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of 3 Badge Beverage Corporation, as final and binding as it relates to the content. The Contest is subject to all applicable federal, state and local laws.

**3. Contest Period:** Entries will be accepted online starting on July 1<sup>st</sup>, 2023 and ending September 30<sup>th</sup>, 2023. All online entries must be received by September 30<sup>th</sup>, 2023 at 11:59PM PST. Winner to be announced by October 31<sup>st</sup>, 2023.

**4. How to Enter:** The Contest must be entered by submitting an entry using the online form provided on this Contest site or by posting on social media with the hashtags #atropicalremix and #kirkandsweeney. The entry must include an original tiki cocktail recipe made with Kirk and Sweeney Rum and an image of said cocktail. The entry must fulfill all Contest requirements, as specified, to be eligible to win a prize. Any cocktail recipes that are discovered to be plagiarized will be disqualified. Entries that are not complete or do not adhere to the rules or specifications

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may be disqualified at the sole discretion of 3 Badge Beverage Corporation. You may enter *only once* and you must fill in the information requested. You may not enter more times than indicated by using multiple email addresses, identities or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules your submission may be removed from eligibility at the sole discretion of 3 Badge Beverage Corporation.

**5. Prizes:** Winner will receive the grand prize of The Ultimate Tiki Bar Kit. Complete prize to include a premium tiki bar cart, limited edition Kirk and Sweeney tiki mugs produced by Tiki Diablo, Kirk and Sweeney Mai Tai double old-fashioned glassware, a set of luxury bar tools for superior cocktail making, and a variety of non-alcoholic tiki centric mixers and syrups. Exact contents of the kit to be determined by Sponsor. Appraised value of the grand prize is approximately \$1,000. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by the Sponsor. No cash or other prize substitution permitted except at Sponsor's discretion. The prize is nontransferable. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Acceptance of prize constitutes permission for 3 Badge Beverage Corp. to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

**6. Odds:** The odds of winning depend on the number of eligible entries received.

**7. Winner selection and notification:** Each cocktail will be judged by the Sponsor on the following criteria:

- Background – The story behind the cocktail/why the creator chose to make this drink
- Authenticity – Originality, ingredients used, etc.
- Appearance – Garnish, ice, type of glass, overall look
- Taste – Mouthfeel, balance

The top 5 cocktails after the first round of judging will be carefully crafted as instructed and evaluated by a panel of 3 Badge Beverage Corporation judges. The overall winner will be selected by vote. Winners will be notified via email to the email address they entered the Contest with within five (5) days following the close of Contest Period. 3 Badge Beverage Corporation shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within

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5 days from the time award notification was sent, or fails to return a completed and executed declaration and releases as required in a timely manner, prize may be forfeited and an alternate winner selected.

The receipt by winner of the prize offered in this Contest is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**8. Rights Granted by you:** By entering this contest you understand that 3 Badge Beverage Corporation anyone acting on behalf of 3 Badge Beverage Corporation, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Contest, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

**9. Terms:** 3 Badge Beverage Corporation reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Contest should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such case, 3 Badge Beverage Corporation may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by 3 Badge Beverage Corporation. 3 Badge Beverage Corporation reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates these Terms & Conditions.

**3 Badge Beverage Corporation** has the right, in its sole discretion, to maintain the integrity of the Contest, to void votes for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Contest rules; or the use of bots, macros or scripts or other technical means for entering.

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Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws and should such an attempt be made, 3 Badge Beverage Corporation reserves the right to seek damages from any such person to the fullest extent permitted by law. By entering the Contest you agree to receive email newsletters periodically from 3 Badge Beverage Corporation. You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the newsletter.

**10. Limitation of Liability:** By entering you agree to release and hold harmless 3 Badge Beverage Corporation and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

**11. Disputes:** THIS CONTEST IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND CALIFORNIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Contest, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in California having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest), and participant further waives all rights to have damages multiplied or increased.

**12. Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the Kirk and Sweeney Web Site. To read the Privacy Policy, click here:

<https://www.kirkandsweeneyrum.com/privacy-policy/>

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**14. Sponsor:** The Sponsor of the Contest is 3 Badge Beverage Corporation, 32 Patten Street, Sonoma, CA, 95476.