

**VOID OUTSIDE THE UNITED STATES AND WHEREVER PROHIBITED. DO NOT ENTER THIS SWEEPSTAKES IF YOU ARE NOT 21 YEARS OR OLDER. DO NOT ENTER THIS SWEEPSTAKES IF YOU ARE NOT A LEGAL RESIDENT OF AND CURRENTLY RESIDING IN THE 50 UNITED STATES OR IN THE DISTRICT OF COLUMBIA. THIS SWEEPSTAKES WILL BE CONSTRUED AND EVALUATED IN ACCORDANCE WITH UNITED STATES LAW.**

**OFFICIAL RULES FOR  
THE CHANGEMAKERS SWEEPSTAKES  
SPONSORED BY RÉMY COINTREAU USA, INC.**

**OFFICIAL RULES**

The Sweepstake (the "Sweepstake") period opens on November 17<sup>th</sup>, 2023, at 12:00:01 am/EST and will close on February 29<sup>th</sup> 2024, at 11:59:59 pm/EST (the "Sweepstake Period").

**1. SPONSORS**

The Sweepstake is sponsored by Rémy Cointreau USA, Inc., with an address of 3 Times Square, 20<sup>th</sup> Floor, New York, NY 10036 (hereinafter referred to as the "Sponsors").

**2. ELIGIBILITY**

The Sweepstake is open to anyone who is a legal and current residents of the 50 United States and District of Columbia ("D.C.") who are twenty-one (21) years of age or older as of November 17<sup>th</sup>, 2023. The Sweepstake is subject to all applicable federal, state and local laws, rules and regulations, and is void outside the United States, D.C. and where prohibited by law. The Sweepstake is void outside the 50 United States and D.C. and where prohibited by law.

Employees, officers and directors of the Sponsors, their parent companies, divisions, subsidiaries, affiliates, and advertising and promotion agencies of each of the foregoing, distributors and retailers, and any other entity that develops, produces, or distributes materials for or related to this Sweepstake, and the immediate family members or households (whether related or not) of any of the above are not eligible to participate or win.

**3. HOW THE SWEEPSTAKE WORKS**

Ways to enter- online:

**Entries:**

- ❖ Web URL:
  - o open browser & visit URL directly:
    - <https://holiday.whiskeyandwatches.us/>

All entries must be submitted by 11:59 p.m. ET on February 29<sup>th</sup>, 2024.

By submitting an entry, entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of Sponsor and the judges, which will be final and binding in all matters relating to the Sweepstakes. Only one entry allowed per household.

#### **4. PRIZE**

**Prize:** There will be One (1) Prize Winner chosen:

One (1) Grand Prize Winner will win a Cameron Weiss Watch.

ARV of all prizes: \$2,500.

Any expense or cost not expressly stated in the description of the prizes set forth above is the sole responsibility of winner.

No part of any prize includes any alcoholic beverages. Prizes are awarded "as is," with no warranty or guarantee, either expressed or implied, by Sponsor. Prizes are not transferable or redeemable for cash. No substitutions of prizes by winners are allowed, but Sponsor reserves the right to substitute a prize of equal or greater value. All taxes, fees, and surcharges on prizes are the sole responsibility of winner.

**All federal, state, and local taxes, fees, and surcharges on any prize are the sole responsibility of winner of the prize. Winners of prizes with a value of \$600 or more will be issued an IRS Form 1099-MISC early in the year following the year in which prize was awarded for filing with his/her federal and state tax returns. Sponsor complies with all tax reporting requirements. The amount of any tax liability will vary depending on winner's tax bracket.**

#### **5. GENERAL RULES OF PARTICIPATION**

By participating, entrants agree to be bound by these Official Rules and the decisions of the Sponsors, which shall be final, and waive any right to claim ambiguity in the Sweepstake or these Official Rules. All federal, state and local laws apply. All federal, state or other tax liabilities arising from this Sweepstake will be the sole responsibility of the prize winners. The Sponsors, their parent companies, affiliates, subsidiaries and advertising and promotion agencies are not responsible for and shall not be liable for: (i) late, lost, delayed, misdirected, incomplete or unintelligible entries, telephone system or computer malfunctions, lost connections or transmission errors; (ii) any injuries, losses or damages of any kind caused by the acceptance, possession or use of any prize or from participating in the Sweepstake; or (iii) any printing, typographical, administrative or technological errors in any material associated with the Sweepstake. Sponsors reserves the right, in their sole discretion, to modify, cancel or suspend this Sweepstake should a virus, bug, computer problem or other causes beyond the Sponsors' control corrupt the administration, security or proper play of the Sweepstake. The Sponsors may prohibit you from participating in the Sweepstake or winning a prize if, in their sole discretion, the Sponsor determines that you are attempting to undermine the legitimate operation of the Sweepstake by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other players or Sponsors' representatives. CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKE MAY BE IN

VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION OF SUCH PARTICIPANT AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION

- In the event of a dispute, the decision of the Sponsors shall be final and binding.
- All entries and the information contained in such entries will become the Co-Sponsor's property and will not be acknowledged or returned.
- Acceptance of a prize will constitute permission for the Sponsors to use the names, cities, states, likenesses, and voices of the winners for advertising and promotional purposes, without any further compensation, unless prohibited by law.

## **6. WINNER SELECTION, NOTIFICATION, AND VERIFICATION:**

All potential winners in the Sweepstake will be selected by March 5<sup>th</sup>, 2024. Selection will be conducted by Sponsor or its appointed agent, and all decisions are final. Potential winner will be notified by the email provided on their entry submission. If any potential winner cannot be reached within three (3) days of first notification attempt, if any prize or prize notification is returned as undeliverable, if any potential winner rejects his/her prize, or in the event of noncompliance with these Official Rules, such prize will be forfeited and an alternate winner may be selected from all remaining eligible entries. Upon forfeiture of any prize, no compensation will be given. Limit one (1) prize per person or household. An affidavit must be signed with witness signature and returned by winner to Sponsor within two (2) days of acceptance of prize.

All potential winners of prizes with a value of \$600 or more will be required to sign and return, where legal, an Affidavit of Eligibility and Liability/Publicity Release. All potential winners of prizes with a value of less than \$600 will be required to sign and return, where legal, a Declaration of Eligibility and Liability/Publicity Release. All documents must be returned by potential winners within one (1) day of notification that he/she is a potential winner. No potential winner will be an official winner until his/her Affidavit or Declaration of Eligibility and Liability/Publicity Release] has been returned and eligibility has been formally verified by Sponsor. If any potential winner fails to comply with these Official Rules and/or to submit the required documentation within the designated time period, he/she will be automatically disqualified and the prize may be awarded to an alternate winner.

## **7. LICENSE AND RELEASE:**

Participation in the Sweepstake and acceptance of prize constitute each winner's and guest's permission for Sponsor or its agents to photograph, film, and record each winner and guest and to use his/her name, address (city and state), likeness, photograph, voice, biographical information, and/or any statements made by winner and guest regarding the Sweepstake or Sponsor for purposes of trade, publicity, or promotion without notice or additional compensation, except where prohibited by law, including, but not limited to, social media, advertising, POS, public relations, for all perpetuity worldwide. By participating and/or accepting a prize, entrants, winners, and guests acknowledge and agree that this Sweepstake is in no way sponsored,

endorsed, or administered by, or associated with, Facebook, or Twitter and agree to release and hold harmless Facebook, and Twitter, Sponsor, Sponsor's advertising and promotional agencies, and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers, and directors ("Released Parties") from any and all liability for loss, harm, damage, injury, cost, or expense whatsoever, including, without limitation, property damage, personal injury, and/or death that may occur in connection with, preparation for, travel to, or participation in the Sweepstake, or possession, acceptance, and/or use or misuse of prize or participation in any Sweepstake-related activity, including, but not limited to, any claims based on publicity rights, defamation or invasion of privacy, and merchandise delivery. Sponsor shall not be responsible for any cancellations, delays, diversions, substitutions, or omissions whatsoever by any transportation companies or any other persons providing any services to winner, including any results thereof, such as changes in services or location necessitated by same. Sponsor is not responsible if any part of a Sweepstake prize cannot be awarded due to acts of God, acts of war, natural disasters, weather, or acts of terrorism. Sponsor shall not be liable for any loss or damage to personal belongings. Entrants who do not comply with these Official Rules or who attempt to interfere with this Sweepstake in any way shall be disqualified. There is no purchase or sales presentation required to participate. A purchase does not increase odds of winning.

## **8. LIMIT OF LIABILITY AND DISCLAIMERS**

**A) ALL ENTRANTS AGREE THAT THE SPONSORS, THEIR PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, AND AGENCIES AND/OR ANY OTHER PERSON OR ENTITY ASSOCIATED WITH THE SWEEPSTAKE SHALL NOT BE LIABLE FOR CLAIMS, LOSSES, LIABILITIES, EXPENSES OR INJURIES OF ANY KIND RESULTING IN ANY WAY FROM ENTRANTS PARTICIPATION IN THE SWEEPSTAKE, INCLUDING BUT NOT LIMITED TO, THE DRAWING, THE USE OF THE PRIZE, ANY DELAYED, LOST, MISDIRECTED, OR DAMAGED ENTRIES, OR ANY COMPUTER, ONLINE SERVICE, COMMUNICATIONS OR OTHER TECHNICAL MALFUNCTIONS THAT MAY OCCUR.**

**B) ALL ENTRANTS ACKNOWLEDGE THAT THE SPONSORS, THEIR PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, AND AGENCIES AND/OR ANY OTHER PERSON OR ENTITY ASSOCIATED WITH THE SWEEPSTAKE MAKE NO WARRANTY OF ANY NATURE, EXPRESS OR IMPLIED REGARDING THE PRIZES, WHETHER WITH RESPECT TO FITNESS FOR PURPOSE, SATISFACTORY QUALITY, DESCRIPTION OR NATURE OF THE PRIZE OR OTHERWISE. ALL ENTRANTS, BY ENTERING THE SWEEPSTAKE, AGREE TO BE BOUND BY THE ABOVE RULES.**

## **9. DISPUTES/CHOICE OF LAW**

Except where prohibited, each entrant agrees that this Sweepstake shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules. Sponsors reserve the right to take such action as it deems necessary to enforce these Official Rules and ensure the fair operation of this Sweepstake, including without limitation barring entrants who do not comply with these Official Rules. By entering, entrants consent to the jurisdiction and venue of the appropriate federal, state and local courts located in New York for any and all disputes, claims and causes of action arising out of or connected with this Sweepstake or any prize awarded.

## 10. RULES/WINNERS LIST

For additional information regarding the Official Rules or to obtain a winners list, available after March 5<sup>th</sup>, 2024, send a self-addressed stamped envelope to: **The Changemakers Sweepstakes** c/o Rémy Cointreau USA, Inc., 3 Times Square, 20<sup>th</sup> Floor, New York, NY 10036. Please specify Rules, Winners List or other reason for inquiry.

## 11. USE OF INFORMATION

The information that you provide via interactive media in connection with the Sweepstake may be used by Sponsor, Marketing Affiliate, and Related Entities in accordance with its Privacy Policy, which is found at <https://www.bruichladdich.com/pages/privacy-policy> and which may be updated from time to time without notice.