

Fonseca Bin 27 Cocktail Contest Official Rules

- 1. NO PURCHASE NECESSARY.** The Fonseca Bin 27 “Win a Billboard” Promotion (the “Contest”) begins on September 1, 2017 at 10:00 AM ET and ends on December 31, 2017 at 5:00 PM ET (the “Contest Period”). The Sponsor of this Contest is Kobrand Corporation, 1 Manhattanville Rd., Purchase, NY 10577 (“Sponsor”). Sponsor is the official time keeper for this Contest.
- 2. ELIGIBILITY:** The Contest is open to legal residents of the 50 United States and D.C., ages 21 or older. California retailers, wholesalers, and importers of alcoholic beverages (including their family members, agents, and employees), as well as certain other California licensees of alcoholic beverages (including their family members, agents, and employees) are not eligible to enter or win this Contest. Employees, officers, directors, representatives, and members of their immediate families and households, of the Sponsor and its owners, subsidiaries and affiliates, its brands, dealers, agents, manufacturers, wholesalers, distributors, suppliers and retailers, and anyone involved in the production, development or execution of this Contest or any alcohol beverage licensees are not eligible to enter or win. “Immediate family members” shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses. “Household members” shall mean those people who share the same residence at least three months a year. Void outside the U.S. and where prohibited. The Contest is subject to all applicable federal, state and local laws and regulations. Winning a prize is contingent upon fulfilling all requirements set forth herein. Except where prohibited, participation in the Contest constitutes each winner’s consent to Sponsor’s and its agents’ use of such winner’s name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.
- 3. HOW TO ENTER:** You must enter the Contest on the “Time for 27” page at www.bin27port.com or visit Facebook at www.facebook.com/FonsecaBIN27 (“Fonseca Bin 27 Page”) and click on the enter contest link. You must be 21 years of age or older and have a Facebook account in order to enter. If you do not already have a Facebook account, follow the directions when prompted to sign up without charge. Then, follow the directions to complete and enter. To enter, complete the entry form, including recipe name, ingredients and directions, suggested moment to enjoy the cocktail, agree to the terms and hit the submit button. Photo or video upload is suggested. There is no limit to the number of entries per person. Incomplete, inaccessible, corrupted, unreadable or unintelligible submissions will be disqualified. Any attempted form of entry other than as expressly specified in these rules (including but not limited to automated, copies, third-party or mechanically reproduced entries) is strictly prohibited and will result in disqualification. By participating in this Contest, you fully and unconditionally agree to all of the terms and conditions of the Privacy Policy of Sponsor located at www.kobrandwineandspirits.com/privacy, and you further fully and unconditionally agree to be bound by these Official Rules and all decisions of the Sponsor shall be final and binding on all aspects of the Contest.
- 4. WINNER SELECTION:** Cocktail must be an original recipe AND must contain Fonseca Bin 27 as an ingredient. Creativity “points” will be awarded for the cocktail and for the suggested moment to enjoy. One (1) winner will be selected from all eligible entries received. Only entries received during the Contest Period will be eligible for the judging. The judging for the Prize will be conducted by Sponsor at its principal place of business. As a condition of being awarded the

Prize, the potential winner must comply with these Official Rules as published (including all eligibility requirements), be confirmed as the official winner and execute and deliver appropriate information via email. The potential Prize winner will be notified of winning via email within twenty four (24) hours after the judging. The potential winner will be required to sign and return, within five (5) days of the delivery thereof to the potential winner, an affidavit of eligibility, and a liability/publicity release (except where prohibited) in order to claim his/her prize if applicable. If the potential Prize winner does not respond within 5 business days after notification, the potential winner will be disqualified and an alternate potential winner will be selected from among the remaining Eligible Entries, if any.

5. **PRIZES/ODDS:** Prize consists of a Billboard or other Out Of Home Placement(s) in winner's home town to announce the winning entry. The advertisement will be placed for one four-week cycle featuring winner's name, image and winning cocktail. Estimated prize value is \$4,900. Any prize details not specified above will be determined by Sponsor, in its sole discretion. No more than the stated number of prizes will be awarded. Odds of winning depend on the number of eligible entries received. Prize may not be substituted or transferred, except, if prize becomes unavailable, Sponsor reserves the right to substitute one for equal or greater value. No cash alternative, except in Sponsor's sole discretion. You are not a winner until validated and you receive official notification from Sponsor and you have properly responded as set forth above.
6. **GENERAL CONDITIONS/INDEMNIFICATION:** Sponsor's failure to enforce any provision of these Official Rules in a given circumstance shall not constitute the waiver of such provision. By participating in this Contest and/or by accepting any prize you may be awarded, you agree that the Sponsor, its brands, Facebook, and anyone involved in the production, development or execution of this Contest and their respective parent companies, owners, subsidiaries and affiliates; and each of their respective officers, directors, representatives, attorneys, successors and assigns (collectively, the "Indemnified Parties") shall not be liable for any and all actions, claims, including any third party claims, injury, liability, losses, expense or damage arising in any manner, directly or indirectly, arising from or relating to this Contest, including entry and participation in this Contest, or the acceptance, possession, use or misuse of any prize or the use or misuse of any submitted comments. By participating in the Contest and/or accepting any prize that you may be awarded, you agree to fully indemnify, defend and hold harmless each of the Indemnified Parties from any and all such claims by third parties including without limitation violation of copyright, trademark, right of publicity or right of privacy. The Indemnified Parties shall not be liable for: (i) late, lost, delayed, stolen, misdirected, incomplete, unreadable, inaccurate, garbled or unintelligible entries, communications or submissions, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) unavailability of Facebook service or failure of Sponsor to receive/view any entry due to the filtering/functionality of the Facebook service; (iv) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (v) any injuries, losses or damages of any kind caused by your participation in this Contest or resulting from acceptance, possession or use of a prize; (vi) any printing, typographical, administrative or technological errors in any materials associated with the Contest; (vii) any unauthorized human intervention in any part of the entry process, voting process, or the Contest; (viii) any technical

or human error which may occur in the administration of the Contest or the processing of entries; or (ix) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest (assuming there are prizes that remain to be awarded). No more than the stated number of prizes will be awarded. THE INDEMNIFIED PARTIES MAKE NO REPRESENTATION, GUARANTEE OR WARRANTY OF ANY KIND, INCLUDING AS RELATES TO THE PRIZE. The Indemnified Parties disclaim any liability for damage to any computer, phone or other electronic device resulting from participating in, or accessing or downloading information in connection with this Contest, and Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Contest should a virus, bug, computer or phone problem, unauthorized intervention, fraud, or other causes beyond Sponsor's control, corrupt the administration, security or proper play of the Contest. In such event, Sponsor will conduct the Contest and make the prizes available to be won in a manner that Sponsor determines in its sole discretion is fair, appropriate and consistent with these Official Rules. Notice of such action by Sponsor will be posted to the Fonseca Bin 27 Page. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Sponsor may prohibit you from participating in the Contest or winning a prize if, in its sole discretion, it determines you are attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other participants or Sponsor representatives. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. But, the preceding shall not represent Sponsor's sole remedies should an individual engage in the aforementioned proscribed conduct. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

7. Facebook is not a participant in this promotion. Facebook is a registered trademark of Facebook LLC. This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook.
8. **DISPUTE RESOLUTION/GOVERNING LAW.** To the fullest extent permitted by law, by participating in the Contest, you agree that: (a) any disputes, claims or causes of action arising out of or relating to these Official Rules or this Contest shall be filed exclusively in the federal or state courts in the City of New York, County of New York and you hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action, waiving any right of change of venue; (b) any such dispute, claim or cause of action shall be resolved individually, NOT as part of a class action; (c) any claims/judgments/awards shall be limited to actual out-of-pocket costs incurred, but NOT attorneys' fees; and (d) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, (i) punitive, special, indirect, incidental and consequential damages, (ii) any other damages, other than for actual out-of-pocket expenses, and (iii) any and all rights to have

damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. These Official Rules, including, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, an entrants rights and obligations, or the rights and obligations of Sponsor in connection with the Contest, and this Contest shall be governed by the laws of the State of New York, without regard to principles of choice of law/conflict of laws of the State of New York (or any other jurisdiction which would result in the application of the laws of a jurisdiction other than the State of New York).

9. **For Winners List**, available after April 30, 2018, send a self-addressed, stamped envelope to: Bin 27 Winners List-Kobrand, 1 Manhattanville Road, 4th Floor, Purchase, NY 10577 by May 31, 2018.