

# Standard Contest Rules

To provide a fair and equal chance of winning to all Royal Hawaii Spirits readers, the following are the official rules for all contests on Royal Hawaii Spirits.

**NO PURCHASE NECESSARY. PURCHASE WILL NOT IMPROVE CHANCES OF WINNING.**

**ELIGIBILITY:** Sweepstakes is open to legal residents of the fifty (50) United States and the District of Columbia who are 21 years of age or older. Employees of Royal Hawaii Spirits, LLC ("Sponsor"), Sponsor Partners and their respective parents, subsidiaries, affiliates, Sweepstakes and advertising agencies, and members of their immediate family (spouse, parent, sibling or child and their respective spouses, regardless of where they reside) and persons living in the same household of such employees, whether or not related, are not eligible to enter or win. Void where prohibited by law. Sweepstakes is subject to all applicable federal, state, and local laws.

**HOW TO ENTER:** Visit <https://rhsdistillery.com/your-brand-contest> and follow the directions provided to complete and submit the online registration form to receive one (1) entry. Limit of one (1) entry per person using only one (1) email address throughout the Sweepstakes Period. Entrants must send entries using the correct contest entry form, email address, subject line, and any other specific entry information requested in the contest announcement. Eligibility of individual entries will be at the sole discretion of Royal Hawaii Spirits, for any reason or for no reason, though specific reasons for disqualification may include the use of inappropriate language or visuals. Royal Hawaii Spirits is not responsible for and will not consider incomplete or incorrect entries. Entries generated by script, macro, mechanical, or other automated means and entries by any means which subvert the entry process are void. Multiple entries received from any person in excess of the stated limitation will be void. All entries become the sole property of the Sponsor and will not be returned.

**RANDOM DRAWING:** Ten (10) potential Grand Prize winners will be selected in a random drawing held within 1 week of sweepstakes ending date from among all eligible entries received and combined throughout the Sweepstakes Period. The odds of winning the Grand Prize depend on the number of eligible entries received throughout the Sweepstakes Period.

**WINNER NOTIFICATION:** Winners of all sweepstakes will be contacted at the "entry" email address used to enter the contest, and the person receiving and replying to the winner announcement email will be considered the winner unless they specify another person within the reply email as the winner. Claiming of prizes requires an email response to Royal Hawaii Spirits from the winning sender email address within 30 days of being notified of winning at the email address used to enter. Failure to respond shall mean that the winner forfeits the prize. Royal Hawaii Spirits is not required to award elsewhere any prizes forfeited by the chosen winner(s).

**SUBMISSION OF PHOTO, TEXT, OR OTHER CONTENT FOR SWEEPSTAKES:** Entries selected for display and to win any Royal Hawaii Spirits contests and any other contests requiring photo, text or other content from the entrants will be judged entirely at the discretion of Royal Hawaii Spirits.

By submitting any photo or information to Royal Hawaii Spirits, or by hashtagging #myroyalhawaiianspirit, you hereby grant to Royal Hawaii Spirits and its affiliates, subsidiaries, licensees and assigns, an irrevocable, perpetual, and royalty-free right to use, reproduce, edit, display, transmit, prepare derivative works of, modify, publish and otherwise make use of the submitted photo or other information in any and all media, whether now known or hereinafter created, throughout the world and for any purpose. In addition to other things, the rights granted to Royal Hawaii Spirits include but are not limited to the right to resize, crop, censor, compress, edit, feature, caption, affix logos to, and to otherwise alter or make use of the submitted photo. By submitting any photo or information to Royal Hawaii Spirits, you hereby represent and warrant that the submitted photo or information does not and shall not infringe on any copyright, any rights of privacy or publicity of any person, or any other right of any third party, and you have the right to grant any and all rights and licenses granted to Royal Hawaii Spirits herein, including but

not limited to all necessary rights under copyright, free and clear of any claims or encumbrances.

You acknowledge and agree that Royal Hawaii Spirits shall have no obligation to post, display or otherwise make publicly available any photo or information submitted by you, and may, in its sole and unfettered discretion, remove, edit, modify or delete any photo or information that you submit to Royal Hawaii Spirits.

You understand and intend that any photo or information submitted by you to Royal Hawaii Spirits may be available for viewing, rating, review and comment on by the public, and understand that comments or ratings with which you disagree or are unhappy about may be published or otherwise become associated with any photo or information you submit to Royal Hawaii Spirits. By submitting any photo or information to Royal Hawaii Spirits, you hereby waive any privacy expectations that you may have with respect to any such photo or information submitted by you to Royal Hawaii Spirits.

You hereby agree to hold Royal Hawaii Spirits and its affiliates, subsidiaries, licensees, marketing agencies, sponsors and assigns harmless from and against, and hereby waive any right to pursue, any claims of any nature arising in connection with the inclusion in, publication via or display on any Royal Hawaii Spirits site, or any other use authorized under these Terms, of any photo or information submitted to Royal Hawaii Spirits by you.

Photos or information submitted by you to the Site shall be the property of Royal Hawaii Spirits, and Royal Hawaii Spirits shall have no obligation to preserve, return or otherwise make available to you or others any photos or information so submitted.

**INSTAGRAM:** Promotion is in no way sponsored, endorsed, or administered by, or associated with, Instagram.

**FACEBOOK:** Promotion is in no way sponsored, endorsed, or administered by, or associated with, Facebook.

**LINKEDIN:** Promotion is in no way sponsored, endorsed, or administered by, or associated with, LinkedIn.

**GENERAL CONDITIONS:** By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor, which shall be final in all respects relating to this Sweepstakes; (b) to release, discharge and hold harmless Sponsor, and their respective parents, affiliates, subsidiaries, and advertising and Sweepstakes agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the foregoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Sweepstakes or the acceptance, possession, use or misuse of any awarded prize (or portion thereof), including any/all travel/activity related thereto; and (c) to the use of his/her name, address (city and state), voice, performance, photograph, image and/or other likeness for programming, advertising, publicity, trade and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so.

In the event of a dispute regarding entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of entry will be deemed to be the entrant and must comply with these Official Rules. An authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses. Released Parties are not responsible for any technical problems, malfunctions of any telephone lines, computer systems, servers, providers,

hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for late, lost, damaged, misdirected, incomplete, undeliverable, destroyed, garbled, postage-due, illegible, inaccurate, delayed or stolen entries or mail; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether typographical, human mechanical, electronic, computer, network, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries or mail, the announcement of the prize or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to entrants' or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Sponsor may disqualify anyone from participating in the Sweepstakes or winning the prize (and void all associated entries) if, in its sole discretion, it determines that such person is attempting to undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices, or intending to annoy, abuse, threaten or harass any other entrant or Sponsor's representatives. ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. Sponsor reserves the right in its sole discretion to cancel, modify or suspend any portion of the Sweepstakes for any reason, including should any cause corrupt the administration, security or proper play of the Sweepstakes and, in the event of termination, to determine the potential winner in a random drawing from among all eligible non-suspect entries received and combined up to such time of impairment.

**DISPUTE RESOLUTION:** Except where prohibited by law, as a condition of participating in this Sweepstakes, entrant agrees that (1) any and all disputes and causes of action arising

out of or connected with this Sweepstakes, or prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the entrant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, whether foreseeable or not and whether based on negligence or otherwise, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with participating in this Sweepstakes), and entrant further waives all rights to have damages multiplied or increased.

**CHOICE OF LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the State of Hawaii, USA.

**SPONSOR:** Royal Hawaii Spirits, LLC | 1210 Dillingham Blvd, Honolulu, HI 96817, United States