

THE FOLLOWING SWEEPSTAKES IS VOID OUTSIDE ILLINOIS, INDIANA, IOWA, WISCONSIN, AND WHEREVER PROHIBITED BY LAW. DO NOT ENTER THIS SWEEPSTAKES IF YOU ARE NOT TWENTY-ONE (21) OR OLDER AND A LEGAL RESIDENT OF AND CURRENTLY RESIDING IN ILLINOIS, INDIANA, IOWA, OR WISCONSIN. SEE FURTHER ELIGIBILITY RESTRICTIONS BELOW. THIS SWEEPSTAKES WILL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE FEDERAL AND STATE LAW. NO PURCHASE OR CONSENT TO RECEIVE TEXT MESSAGES NECESSARY TO ENTER OR WIN. PARTICIPATION IN THE SWEEPSTAKES CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE OFFICIAL RULES.

## JIM BEAM BLACK® WIN A ROUND WITH RYNE SWEEPSTAKES

### OFFICIAL RULES

**1. NO PURCHASE OR CONSENT TO RECEIVE TEXT MESSAGES NECESSARY TO ENTER OR WIN. Making a purchase will not improve your chances of winning.** The Jim Beam Black® Win a Round with Ryne Sweepstakes (“Sweepstakes”) sponsored by Jim Beam Brands Co. (“Sponsor”) begins 12:00:00 p.m. Central Time (“CT”) on May 2, 2018 and ends 11:59:59 p.m. CT on July 31, 2018 (“Sweepstakes Period”). The computer clock of Sponsor’s webmaster is the official timekeeping device of the Sweepstakes. You may enter the Sweepstakes by SMS text or mail as described in Rule 3, below. Individuals who participate in the Sweepstakes or submit an Entry are sometimes referred to herein as an “Entrant.”

**2. ELIGIBILITY:** This Sweepstakes is open to legal residents of Illinois, Indiana, Iowa, or Wisconsin, who are twenty-one (21) years of age or older at the time of Entry. Employees, directors, officers and agents of Sponsor and their parents, affiliates, and subsidiary companies, Sponsor’s advertising and promotion agencies (collectively, the “Sweepstakes Entities”), any alcoholic beverage industry wholesalers, distributors, or licensed retailers, and members of the immediate families (defined for these purposes as spouse, biological, adoptive and step-parents, children, siblings, grandparents, grandchildren and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are NOT eligible to participate. This Sweepstakes is void outside of Illinois, Indiana, Iowa, Wisconsin, and where prohibited by law.

### **3. HOW TO ENTER:**

A. **To Enter by Mail:** During the Sweepstakes Period, legibly handprint your full name, address, city, state, zip code, and telephone number (including area code), date of birth, and e-mail address (if you have one), on a 3½” x 5” card and mail, with sufficient postage, to: Jim Beam Black® Win a Round with Ryne Sweepstakes, PO Box 251328, West Bloomfield, MI 48325. Mail-in entries must be post marked by the end date of the Sweepstakes Period and received within seven (7) days of the Sweepstakes Period end date set forth in Rule 1 (your “Mail-in Entry”). No mechanically reproduced, facsimile or computer-generated entries allowed.

B. **To Enter by SMS Text:** Beginning 12:00:01 a.m. CT on May 2, 2018, use your cell phone to send “JBBGOLF” to the SMS short code 25552 (“Short Code”) (your “Text Entry” and, the Mail-In Entries and Text Entries each an “Entry” and, collectively, the “Entries”). Upon Sponsor’s receipt of the SMS text entry, Sponsor will send a SMS text message to the cell phone number used to submit the entry to verify Entrant’s date of birth. Entrant must respond by sending Sponsor a SMS text message with Entrant’s date of birth. Upon receipt by Sponsor of Entrant’s date of birth confirming that Entrant is twenty-one (21) years of age or older and agrees to these Official Rules, Sponsor will send a SMS

text message to the cell phone number used to submit the entry to verify Entrant's five (5) digit zip code of residence. Entrant must respond by sending Sponsor a SMS text message with Entrant's five (5) digit zip code. Upon receipt by Sponsor of Entrant's valid five (5) digit zip code of residence, a confirmation SMS text message will be sent to the cell phone number used to submit the Entry. At this point, your Text Entry will be deemed "completed". By entering the Sweepstakes, an Entrant consents to receive a minimum of 4 automated text messages during the process of entering the Sweepstakes. However, receipt of a confirmation SMS text message does not mean that Entrant has been determined to meet the eligibility requirements of this Sweepstakes. Supported mobile service providers include: AT&T, Verizon Wireless, Sprint, T-Mobile, Alltel, Boost Mobile and Virgin Mobile. To opt-out/stop receiving text messages, text "STOP JBBGOLF" to 25552. You may receive an automated text message confirming your opt-out. Sending "STOP JBBGOLF" after Entry will not preclude Sponsor from sending a notification to a potential winner by text message. For help, text "HELP JBBGOLF" to 25552. Entrant may be charged for SMS text messages that are sent from or received by Entrant's cell phone or wireless device according to the terms of Entrant's rate plan. Text messaging service may not be available in all areas. All SMS text message Entrants must have a text messaging two-way capable phone or wireless device and digital and SMS service in order to enter the Sweepstakes via this entry method. All SMS text entries must be completed, as defined herein, by 11:59:59 p.m. CT on June 31, 2018. Text Entries will be deemed made by the primary account holder of the account associated with the phone used to enter, based on the applicable phone company's records. Network service for transmission of text messages may be interrupted or unavailable due to atmospheric or topographical conditions, governmental regulations or orders, system capacity limitations or other reasons beyond Sponsor's control. Sponsor is not responsible for message delivery or timeliness of messages, or for availability of messaging services at any time.

**IMPORTANT: Message and data rates may apply for each text message sent or received. By entering the Sweepstakes via text message, each Entrant consents to the receipt of up to four (4) automated text messages from the Sweepstakes Entities (in addition to those automated text messages received during the Entry process).** Not all mobile telephone providers carry the service necessary to participate in this Sweepstakes. Entrants should consult their wireless provider's pricing plans. Consent to receive text messages is not a condition of Entry or purchase. An Entrant may, at any time, choose to stop participating in this Sweepstakes by sending an opt-out text message stating "STOP JBBGOLF" to the Short Code. If an Entrant sends an opt-out text message, he/she will be sent a reply text message, which will confirm that he/she has been unsubscribed and will receive no further text messages. For help, text "HELP JBBGOLF" to the Short Code 25552. Each Text Entry must be manually key-stroked/entered by the Entrant.

**4. ENTRY ERRORS/TAMPERING:** Sponsor reserves the right to void all entries made through any third-party web site or service, or through any robotic, automatic, mechanical, programmed or similar entry duplication method, and to disqualify any individual using such a web site/service or entry method, as applicable. Sponsor is not responsible for: (i) electronic, wireless or digital transmissions or any Entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, or not received by Sponsor or its agents for any reason; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of Entries; (iii) destruction of or unauthorized access to, or alteration of, Entries; (iv) failed or unavailable hardware, network, software, SMS text or telephone transmissions; (v) damage to Entrant's or any person's computer or wireless device or its contents; (vi) causes beyond Sponsor's reasonable control that jeopardize the administration, security,

fairness, integrity or proper conduct of this Sweepstakes; (vii) any Entries submitted in a manner that is not expressly allowed under these Official Rules; (viii) incorrect or inaccurate Entry information whether caused by Entrants or by any of the equipment or programming associated with or utilized in the Sweepstakes; (ix) any typographical or other error in the printing or advertising of the offer, administration or execution of the Sweepstakes, or in the announcement of prizes or prize winners; (x) malfunctions or interference resulting from illicit, malicious or injurious code (including but not limited to viruses, worms and denial of service attacks); or (xi) cheating or fraud by any Entrant.

All incomplete or non-conforming Entries will be disqualified. All Entries become Sponsor's property and will not be returned.

If for any reason the Sweepstakes cannot be executed as planned, including but not limited to any printing, administrative, or other error of any kind, transmission failure, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Sweepstakes, or if the Sweepstakes is compromised or becomes technically corrupted in any way, electronically or otherwise, Sponsor reserves the right, in its sole discretion, to cancel, modify or terminate the Sweepstakes and, if terminated before the original end date, to select a potential winner from among all eligible non-suspect Entries received as of the date/time of termination. Sponsor reserves the right, at its sole discretion, to disqualify and prosecute any individual who tampers with or attempts to tamper with the entry process or who enters using any automatic or programmed entry duplication method.

**CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR OTHERWISE CORRUPT THE SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

**5. FURTHER ENTRY CONDITIONS: Limit one (1) Entry per person/phone number.** If more than one (1) Entry is received per person or phone number, by any means including, but not limited to, establishing multiple cell phone numbers, establishing multiple e-mail addresses, or entering via both mail and text all such Entries, and the person/phone number that submitted them, will be disqualified. Proof of submission of an Entry does not constitute proof of receipt of Entry by Sponsor. By entering, Entrants acknowledge their compliance with and agreement to be bound by these Official Rules and the Sponsor's decisions. Submission of a Sweepstakes Entry further constitutes the Entrant's irrevocable waiver of any moral rights/rights of publicity and assignment and transfer to Sponsor of any and all rights, title, and interest in and to the entry, including, without limitation, all copyrights and other intellectual property rights.

**6. DRAWING/ODDS OF WINNING:** Winners will be determined in a random drawing from among all eligible entries received during the Sweepstakes Period. The drawing will be conducted on or about August 10, 2018, by Sponsor or Sponsor's agent. Odds of winning will depend on the total number of eligible entries received. Potential winners will be notified by phone, SMS text message, mail or e-mail by or about twenty-four (24) hours after the drawing. Prize winners may also be announced by news release. Winning is contingent upon fulfilling all requirements of these Official Rules.

**7. PRIZE:**

**Grand Prize:** One (1) winner will be selected in the drawing, as described in Rule 6, as the prize winner, subject to verification of eligibility and compliance with the terms of these Official Rules. The Grand Prize will consist of the winner and one (1) guest (guest will need to be twenty-one (21) years of age or older and approved by Sponsor in its sole discretion) to have a golf experience with Ryne Sandberg (if available, Sponsor may substitute another player or provide another prize at Sponsor's sole discretion) (the "Golf Experience"). The Golf Experience will consist of (i) local transportation from the Winner's residence to and from the Shoreacres Golf Club in Lake Bluff, IL for up to two (2) people (winner and guest), local transportation shall be limited to 100 miles, winner will be responsible for any transportation costs, exceeding 100 miles, with no additional compensation from Sponsor; (ii) one round, consisting of eighteen (18) holes, of golf for winner and guest; and (iii) lunch for winner and guest.

Gratuities and all other expenses not specified herein, are the winner's responsibility. If winner is unable to complete or participate in any/all portions of the Golf Experience, the winner shall forfeit some or all of the prize.

**GRAND PRIZE MUST BE FULFILLED NO LATER THAN JULY 31, 2019, EXACT DATE AND TIME TO BE DETERMINED BY SPONSOR IN SPONSOR'S SOLE DISCRETION. IF WINNER IS UNABLE TO ACCEPT THE PRIZE WITHIN THE TIMELINE SPECIFIED, THE WINNER SHALL FORFEIT THE PRIZE IN ITS ENTIRETY AND AN ALTERNATE WINNER WILL BE SELECTED, TIME PERMITTING, BASED ON THE CRITERIA DESCRIBED ABOVE IN RULE 6.**

The ARV of the Grand Prize is one thousand one hundred dollars (\$1,100).

Any difference between the stated ARV and actual value of prize will not be awarded in any form. Prize is non-transferable, and no prize substitutions or cash redemptions are allowed except by Sponsor in its sole discretion, or as otherwise provided herein. **Sponsor may substitute a prize of equal or greater value if an advertised prize becomes unavailable or if Sponsor determines, in its sole discretion, that a prize will not be awarded as described for any reason, including but not limited to inclement weather conditions which may restrict, limit or eliminate any portion or the entire prize. All income taxes on prizes are the winner's sole responsibility. THE GRAND PRIZE WINNER WILL BE REQUIRED TO PROVIDE HIS/HER SOCIAL SECURITY NUMBER AND WILL BE ISSUED AN IRS FORM 1099 FOR THE VALUE OF THE PRIZE.** The Prize will be awarded provided it is claimed properly in accordance with these Official Rules.

Sponsor shall bear no responsibility if any event, element or detail of a Prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of the Prize become unavailable, Sponsor shall have an obligation to the winner, minus any unavailable event, element or detail. Winner and his/her guest shall be subject to all terms and conditions for attendance at Shoreacres Golf Club.

**8. VERIFICATION/PRIZE CLAIM:** Potential Winner must provide positive identification specified by Sponsor to claim a prize. Potential Winner will be required to sign and return an Affidavit of Eligibility, Liability Release and, where permitted by law, Publicity Release, and may be required to pass, at the sole discretion of Sponsor, a federal background check, without additional compensation within five (5) business days of notification or the Grand Prize will be forfeited and awarded to an alternate potential winner, time permitting, among all remaining Entries. If prize notification is returned as undeliverable, or if Sponsor, in its sole discretion, deems a potential winner ineligible to receive a prize for any reason, the corresponding prize will be forfeited and awarded to an alternate winner, if applicable and time permitting, from among all

remaining entries. Potential Winner's guest will be required to sign and return a Liability/Publicity Release within a specified time period as a condition of participating in the specified prize package and may be required to pass, at the sole discretion of Sponsor, a federal background check. Sponsor's decisions will be final, binding and non-appealable in all matters relating to this Sweepstakes. All Shoreacres Golf Club terms and conditions for attending lunch and playing a round of golf shall apply – Potential Winner and/or guest may be denied access to any or all portions of Shoreacres Golf Club any time at the sole discretion of Sponsor.

**9. WAIVER OF LIABILITY:** By participating in the Sweepstakes and submitting an Entry, each Entrant agrees to (a) be bound by these Official Rules and by the decisions of the Sponsor, and (b) indemnify, release, defend and hold harmless Ryne Sandberg and the Sponsor Entities and all of their respective members, managers, owners, equity holders, officers, directors, parents, subsidiaries, partners, agents, employees, successors and assigns each of them (collectively, the "Released Parties"), from and against any and all liability for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury (including without limitation emotional distress) and/or death, publicity rights, defamation or invasion of privacy or merchandise delivery arising from or in connection with participation in the Sweepstakes or the acceptance, possession and/or use/misuse of a prize (if awarded to him/her) or his/her participation in prize-related activities, including but not limited to the Golf Experience and travel related thereto.

**BY ACCEPTING A PRIZE, POTENTIAL WINNER ACKNOWLEDGES THAT NONE OF THE RELEASED PARTIES HAS EITHER MADE NOR IS IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO SUCH PRIZE, INCLUDING, BUT NOT LIMITED TO, DAMAGES RESULTING FROM SHIPPING AND HANDLING, LOSS, USE OR MISUSE, THE QUALITY, MECHANICAL CONDITION OR FITNESS FOR A PARTICULAR PURPOSE.**

**10. CONSENT TO PUBLICITY:** Except where prohibited by law, the Potential Winner's participation in the Sweepstakes and/or acceptance of a prize, constitutes the Potential Winner's irrevocable, sub-licensable, absolute right and permission for the Sweepstakes Entities to use, publish, post or display said Potential Winner's name, photograph, likeness, statements, biographical information, voice, city and state address, prize information, any quotes attributable to him or her and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Sweepstakes Entities' sole discretion) for any purpose, including but not limited to advertising, trade, promotional and publicity purposes on a worldwide basis, and in all forms of media now known or hereafter devised, in perpetuity, without further authorization, opportunity to review, approval, notification, or compensation of any kind and each Entrant releases all Sweepstakes Entities from any and all liability related thereto. Nothing contained in these Official Rules obligates the Sweepstakes Entities to make use of any of the rights granted herein and Potential Winner's waives any right to inspect or approve any such use.

**11 DISPUTES/VENUE/GOVERNING LAW:** By participating, Entrants agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with, this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal, state or local court located in the State of New York; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (c) to the extent allowed by applicable law, under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental and/or consequential damages and/or any other damages,

other than out-of-pocket expenses, and 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.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, 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 (whether of Illinois or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than New York.

**12. PERSONAL INFORMATION:** Except as otherwise stated in these Official Rules, all personal information collected from Entrants in connection with participation in this Sweepstakes will be used only as provided in Sponsor's Privacy Policy, available at [www.beamsuntory.com](http://www.beamsuntory.com).

**13. WINNERS' LIST:** For identification of the winner, send a self-addressed stamped business-size envelope after August 31, 2018 and no later than October 1, 2018 to: Jim Beam Black® Win and Round with Ryne Sweepstakes, Winners List Request, P.O. Box 251328, West Bloomfield, MI 48325.

**14. SPONSOR:** Jim Beam Brands Co., 222 W. Merchandise Mart Plaza, Suite 1600, Chicago, IL 60654

#### **Drink Responsibly**

Jim Beam Black® Kentucky Straight Bourbon Whiskey, 43% Alc./Vol. ©2018 James B. Beam Distilling Co., Clermont, KY

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