

Ultimate Cinco Experience Sweepstakes 2022 Official Rules (the “Official Rules”)

THE SWEEPSTAKES IS RESTRICTED TO ENTRANTS WHO ARE 21 YEARS OF AGE OR OLDER AT THE TIME OF ENTERING THE SWEEPSTAKES AND WHO ARE DOCUMENTED RESIDENTS OF THE UNITED STATES. VOID OUTSIDE THE UNITED STATES AND WHERE PROHIBITED OR RESTRICTED BY LAW. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY. NO PURCHASE OR PAYMENT NECESSARY. PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. CONSUMER INFORMATION COLLECTED DURING THE SWEEPSTAKES SHALL BE USED BY SPONSOR IN ACCORDANCE WITH ITS PRIVACY POLICY AVAILABLE AT [HTTPS://WWW.PROXIMOSPIRITS.COM/PRIVACY/](https://www.proximospirits.com/privacy/).

1. Eligibility

The Sweepstakes is open only to legal U.S. documented residents who are at least twenty-one (21) years old at the time of entry. Void where prohibited or restricted by law. The following individuals are not eligible to win the Sweepstakes: (a) employees of (i) Sponsor (as defined in Section 2 below) or its related companies, (ii) vendors of Sponsor, (iii) licensed alcoholic beverage distributors and retailers, (iv) Administrator (as defined in Section 2 below) and, in each case, any of its or their respective affiliates, subsidiaries, advertising agencies or any other company or individual involved with the design, production, execution or distribution of the Sweepstakes and (b) the immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such individual. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s and Administrator’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. No purchase or payment is necessary to enter or win the Sweepstakes.

2. Sponsor and Administrator

Sponsor: Proximo Spirits, Inc., 3 Second Street, Jersey City, NJ 07302.

Administrator: Avid Marketing Group, P.O. Box 1008, Rocky Hill, CT 06067-1008.

3. Timing

The Sweepstakes begins on April 1, 2022 at 12:00 a.m. Eastern Time (“ET”) and ends on June 30, 2022 at 11:59 p.m. ET (the “Sweepstakes Period”). Sponsor is the official timekeeper for this Sweepstakes.

4. How to Enter There is one (1) way to enter the Sweepstakes (“Entry Method”).

Entry Method No. 1 – You can go to <https://www.barcart.com/occasions/cinco-de-mayo-2022/> and provide your name, date of birth, state, phone number and email address and follow the on-screen instructions for entry.

Entering is free. Limit: one (1) entry per person, per email address during the Sweepstakes Period, regardless of method of entry. Multiple entries will automatically result in disqualification. All entries must be received no later than 11:59:59 p.m. EST on June 30, 2022. All entries become the property of the Sponsor and will not be returned.

Proof of submission of an entry does not constitute proof of receipt of entry by Sponsor or its agents. Sponsor reserves the right to void all entries made through any third-party website or service, or through any robotic, automatic, mechanical, programmed or similar entry duplication method, and to disqualify any individual using such a website/service or Entry Method. Sponsor is not responsible for technical difficulties or Internet service disruptions or other equipment or service issues which might affect an online user's ability to enter and qualify or the ability of Sponsor to notify the winners. Facsimiles or mechanical reproductions will not be accepted and entrants may not use any other device or artifice to enter in excess of the number of entries allowed. All entries become the property of Sponsor and will not be returned.

5. Winner Selection

Prize Winners

ONE (1) Grand Prize winner will be awarded. The winner will be randomly selected from all eligible entries starting on April 1, 2022 with final selection occurring on or about June 30, 2022. The drawing will be conducted by Administrator, an independent third-party organization, whose decisions, along with the decisions of Sponsor, will be final and binding in all matters relating to this Sweepstakes. Odds of winning a prize will be determined by the total number of eligible entries received through all Entry Methods combined. The awarding of the prize is subject to verification of each potential winner's eligibility. The winner will be notified by email on or around July 6, 2022, and will be required to furnish valid proof of age in a form prescribed by Sponsor (for example, a copy of a valid driver's license, birth certificate or passport) within three (3) days of notification. If any prize notification is returned as undeliverable, or if a potential winner fails to return the prize claim documents within the stated time period, or if a potential prize winner cannot accept the prize as stated, or if Sponsor, in its sole discretion, deems a potential winner ineligible to receive the prize for any reason, the corresponding prize will be forfeited in its entirety and awarded (time permitting) to an alternate winner in a random drawing from among the remaining entries received.

6. SPONSOR'S AND/OR ADMINISTRATOR'S DECISIONS AS TO THE ADMINISTRATION AND OPERATION OF THE SWEEPSTAKES AND THE SELECTION OF POTENTIAL WINNERS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING ENTRY HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY ENTRY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED DEFECTIVE AND IS VOID AND WILL NOT BE HONORED.

7. Verification of Potential Winners

Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Each winner must be 21 years of age or older. The potential winner may be required to provide Sponsor or Administrator with documentation that shows he or she was an eligible participant. In order to be eligible for prize, the potential winner must have driveway access suitable for a large box-truck for food delivery, and live in a private area suitable for delivery and event to occur. Potential winners must also comply with COVID-19 event guidelines such as but not limited to a temperature check at event, maintaining safe social distance from event attendees, wearing a mask as required, and being mindful of sanitization protocol. In the event that a potential winner of a Sweepstakes prize is disqualified for any reason, Administrator may award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries.

Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute any listed prize for one of equal or greater value for any reason. Any and all guarantees and warranties are subject to the manufacturer's terms and conditions, and winner agrees to look solely to such entity for any such warranty or guarantee claim. Winners are solely responsible for all federal, state and local income taxes.

Sponsor reserves the right to conduct a background check of any criminal records of any prize winner.

To the extent necessary and permitted by law, prize winners authorize this background check. Sponsor reserves the right, at its sole discretion, to disqualify any prize winner from any prize element, based on the background check. Winner also accepts sole responsibility for any miscellaneous costs relating to acceptance of prize.

8. Prizes

ONE (1) grand prize will be awarded during the Sweepstakes Period. The grand prize winner will receive a food truck at their residential location with a celebrity mixologist. Alcoholic beverages are not part of the prize. The prize offered and awarded are not redeemable for cash. Prize details not specified herein shall be determined solely by Sponsor. Approximate retail value ("ARV") of the prize package is \$2,500.00. Actual value may vary. Any difference between the stated ARV and actual value will not be awarded. Total approximate retail value of all prizes is \$2,500.00.

Event of food truck and celebrity mixologist shall be determined by Sponsor. Winner's guests and event attendees must also be 21 years of age or older. No substitutions for prize will be provided if event dates change or cancel. Gratuity and tolls to be covered under prize. Sponsor and Administrator defer to the rules and regulations of the food truck operator and company.

9. Entry Conditions and Release

By entering, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of Sponsor and Administrator, which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless Sponsor, Administrator, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, and all of their respective affiliates and related entities and each of their respective officers, directors, agents, vendors, employees and other representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to an entrant's participation in the Sweepstakes and/or entrant's acceptance, use or misuse of prize.

Any personally identifiable information collected during an entrant's participation in the Sweepstakes will be collected by Sponsor, Administrator or other Sponsor designee and used by Sponsor, its affiliates, designees, agents and marketers for purposes of the administration and fulfillment of the Sweepstakes as described in these Official Rules.

10. Publicity

Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

11. General Conditions

Administrator reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Administrator's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Administrator in its sole discretion. Administrator 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 Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Administrator reserves the right to seek damages from any such person to the fullest extent permitted by law. Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Entry in the Sweepstakes constitutes an entrant's full and unconditional agreement to abide by and accept the terms and conditions of these Official Rules. No substitution of prize or cash equivalent except at Sponsor's sole discretion and as required by law. Prize is non-transferable except at the sole discretion of the Sponsor. All federal, state and local taxes on the prize are winner's sole responsibility. By accepting the prize, winner waives the right to assert as a cost of winning said prize, any and all costs of redemption or travel to redeem said prize and any and all liability that might arise from redeeming or seeking said prize.

The value of the prize won by a participant in the Sweepstakes may be taxable as income to its winner. Winner is solely responsible for any and all taxes and/or fees associated with the prize. Winner will be issued an IRS Form W-9 with the Affidavit of Eligibility and Release and a subsequent IRS Form 1099 if necessary. Upon receipt of a prize, the winner shall be required to comply with any and all applicable federal, state and local laws, rules and regulations.

The stated ARV of the prize is based on available information provided to Sponsor. Any difference in ARV at the time of awarding will not be awarded, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Neither Sponsor nor Administrator have made any warranty, representation or guarantee, expressed or implied, in fact or in law, with respect to any prize awarded, and specifically disclaim all such warranties, representations or guarantees, including, without limitation, any warranty of merchantability or fitness for a particular purpose.

Electronic Entries: In the event of a dispute, online entries will be deemed made by the authorized account holder of the email address submitted at time of entry. The authorized account holder is the natural person who is assigned to the email address by an Internet access provider, online service, or other organization that is responsible for assigning email addresses. Potential Winner may be required to show proof of being the authorized account holder. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

12. Limitations of Liability

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Sweepstakes; (d) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (e) 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 Sweepstakes 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 Sweepstakes, provided that if it is not possible to award another entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. **One prize per person only.** In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

13. Choice of Law and Disputes

By entering the Sweepstakes, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant's rights and obligations, or the rights and obligations of Sponsor in connection with the Sweepstakes shall be governed by laws of the State of New York, without giving effect to any choice of law or conflict of laws principles. By participating in the Sweepstakes, entrants consent to the jurisdiction and venue of the federal, state and local courts located in New York, New York.

Entrants agree that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual 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.**

14. Entrant's Personal Information

Information collected from entrants is subject to Sponsor's Privacy Policy, which is available at <http://proximospirits.com/privacy/>. Each entrant acknowledges that, by entering the Sweepstakes, entrant has opted into Sponsor's Privacy Policy and, by opting into Sponsor's Privacy Policy, has read and accepted Sponsor's Privacy Policy. Any complaints or concerns regarding this policy should be directed to sweepsteam@avidinc.com

15. Sweepstakes Results

For Sweepstakes results and/or a copy of these Official Rules, send a hand-printed, self-addressed, stamped envelope to "Proximo Cinco Sweepstakes" on a 3" x 5" card and mail to: c/o Avid Marketing

Group, P.O. Box 1008, Rocky Hill, CT 06067-1008. Requests for the winner list must be received by July 31, 2022.

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