

Malibu Summer Experience Sweepstakes Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. SWEEPSTAKES IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

SWEEPSTAKES IS ONLY OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES, EXCLUDING THE STATES OF; HI, IN, NC, TX AND UT, AND THE DISTRICT OF COLUMBIA. DO NOT ENTER THIS SWEEPSTAKES IF YOU ARE NOT PHYSICALLY LOCATED IN AND A LEGAL RESIDENT OF ONE OF THE FIFTY (50) UNITED STATES, EXCLUDING THE STATES OF; HI, IN, NC, TX AND UT OR THE DISTRICT OF COLUMBIA. AN ENTRANT MUST BE TWENTY ONE (21) YEARS OF AGE OR OLDER, AS OF THE DATE OF HIS OR HER PARTICIPATION AND ENTRY. EACH ENTRANT HEREBY REPRESENTS AND WARRANTS THAT SUCH ENTRANT HAS READ THESE OFFICIAL RULES AND AGREES TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT (SO READ THEM CAREFULLY BEFORE ENTERING). THIS CONTRACT INCLUDES, WITHOUT LIMITATION, GRANTS OF RIGHTS AND INDEMNITIES TO THE SPONSOR FROM ENTRANT AND A LIMITATION OF ENTRANT'S RIGHTS AND REMEDIES. IF ENTRANT IS NOT AT LEAST TWENTY ONE (21) YEARS OF AGE OR OLDER, AND/OR IF ENTRANT DOES NOT AGREE TO THESE OFFICIAL RULES DO NOT ENTER THIS SWEEPSTAKES.

- 1. Eligibility and Participation:** Malibu Summer Experience Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and District of Columbia, excluding the states of: HI, IN, NC, TX and UT (the "eligible geographic area") who are physically located therein and who are at least twenty one (21) years of age or older, as of the date of their participation and entry. This Sweepstakes and any web sites, web pages, and advertisements relating thereto are intended for viewing only within the eligible geographic area. Entries received from individuals residing outside the eligible geographic area, or where restricted or prohibited by law or individuals who are not legal residents of the eligible geographic area will be disqualified. Employees, directors, officers and agents of Pernod Ricard, USA, LLC (the "Sponsor"), and its respective parents, affiliates, subsidiaries, advertising and promotion agencies, Administrator (defined below), Ibotta Inc. ("Ibotta"), 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, adult children, siblings, grandparents, adult 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 or win a prize. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. By participating in this Sweepstakes and entering or attempting to enter into the Sweepstakes, Entrant agrees and acknowledges that: a) he or she has read and understands these Official Rules; b) he or she has met these Sweepstakes eligibility requirements; c) he or she unconditionally accepts and agrees to be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Sweepstakes; d) he or she waives any right to claim ambiguity in this Sweepstakes or these Official Rules; and e) winning and receiving a prize is contingent upon compliance of these Official Rules and fulfilling all requirements.
- 2. Sponsor and Administrator:** The Sponsor is Pernod Ricard USA, LLC, 250 Park Avenue, New York, NY 10177. The Administrator is Universal Promotions, Inc., 3561 Valley Drive, Pittsburgh, PA 15234. The Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes are final and binding in all matters related to the Sweepstakes.
- 3. Timing:** The Sweepstakes begins on 5/1/17 at 12:00 AM Eastern Time ("ET"), and ends on 9/4/17 at 11:59:59 p.m. ET (the "Sweepstakes Period"). The Sweepstakes Period is the overall timeframe of the Sweepstakes; within the Sweepstakes Period will be eighteen (18) Promotion Periods (see chart below in Section #8). Ibotta's computer clock is the official time-keeping device in this Sweepstakes for the Ibotta App Entry Method and Administrator's clock is the official time-keeping device in this Sweepstakes for the Website Entry Method (defined below).
- 4. How to Enter Sweepstakes:** There are two (2) Methods of Entry. **There is a limit of one (1) entry via the Ibotta App Entry Method and a limit of one (1) entry via the Website Entry Method, for a maximum of up to two (2) entries into the Sweepstakes.** If an Entrant is choosing to enter the Sweepstakes via the Ibotta Application ("Ibotta App") Entry Method, Entrant must have the Ibotta App downloaded to his or her wireless mobile device or tablet and be a registered Ibotta account holder. The Ibotta App is available for iOS and Android mobile devices. If an Entrant does not have the Ibotta App downloaded to his or her wireless mobile smart phone device ("mobile phone") or tablet, an Entrant can download and register for free by visiting the Apple App Store or Google play. Entrant must follow the instructions to complete the Ibotta App process to become a registered user. Registration for and use of the Ibotta App is subject to Ibotta's terms and conditions. Please note that you must accept and agree to comply with the terms and conditions of the Ibotta App to create

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an account. Becoming a registered Ibotta App user and having a valid email address will not improve an Entrant's chance of winning a prize. For the purpose of this Sweepstakes an email address provided by a temporary or disposable email address service provider will not be considered to be a valid email address.

- a. **Ibotta App Entry Method:** To enter the Sweepstakes during the Sweepstakes Period an Entrant must: tap on Beer, Wine & Spirits category within the Ibotta App, then tap on "Any Grocery Store", "Any Liquor Store", "Any Convenience Store" or "Any Gas Station" to search a retailer's gallery that has the Malibu® engagement. Entrant will then have to follow the Ibotta App instructions for the "Malibu" engagement to submit a Sweepstakes entry **Ibotta App Entry Method may terminate early during Sweepstakes Period without notice.**
- b. **Website Entry Method:** To enter the Sweepstakes without having to use the Ibotta App, Entrant can visit www.malibubecausesummer.com/sweeps, follow the online instructions to complete and submit an online Sweepstakes entry. Entrant will need to verify he or she is twenty one (21) years of age or older prior to gaining access to the online entry form (the "form"). Entrant will be required to complete the form with Entrant's full name, physical address, valid email address, and check the box, "I agree to the terms and conditions".

BY PARTICIPATING IN AND ENTERING SWEEPSTAKES, ENTRANTS ACKNOWLEDGE AND GRANT SPONSOR THE RIGHT TO POST PRIZE WINNER'S NAME AND GEOGRAPHICAL INFORMATION ACROSS ANY OR ALL OF SPONSOR'S DIGITAL AND SOCIAL ASSETS, AT SPONSOR'S SOLE DISCRETION.

5. **Entry Screening, Entrant Verification and Restrictions:** Sponsor and Administrator reserve the right to screen and verify Ibotta App Entry Method entries and Website Entry Method entries, hereinafter referred to as entry or entries, and in their sole discretion Sponsor and Administrator reserve the right, to disqualify and remove any entry it deems as inappropriate, unacceptable and/or fails to adhere to these Official Rules. Sponsor nor Administrator are obligated to notify Entrant of their actions to remove or disqualify any entry. Entrant agrees if his or her entry is contested in any manner for any reason whatsoever, Sponsor or Administrator may disqualify that entry and discontinue use without notification and Entrant agrees if Entrant's entry is contested in any manner for any reason whatsoever not to contest the decision of Sponsor or Administrator and that such decision shall be final.

All entries and Entrants are subject to verification at any time and for any reason. The Sponsor and Administrator reserve the right, in their sole and absolute discretion, to require proof of compliance with these Official Rules, including without limitation, proof of identity and/or eligibility, in a form acceptable to Sponsor and Administrator (including without limitation, government issued photo identification) to participate in this Sweepstakes.

Entrants are not permitted to use another person's identity, email address or another person's Ibotta Account, nor can an Entrant share the same Ibotta Account or email address to enter the Sweepstakes. If a person is found using another person's identity, email address or Ibotta Account he or she will be disqualified and ineligible to claim any prize. In case of a dispute as to the identity of an Entrant using the Ibotta App Entry Method, entry will be considered to have been made by the authorized account holder of the Ibotta Account, identified with the entry submission, regardless of the person that submitted the entry. In the event of a dispute regarding entries received from multiple Entrants using or having the same Ibotta Account the authorized account holder of the email address associated with the Ibotta Account at the time of entry submission will be deemed to be the Entrant. Sponsor reserves the right to deem that the entry was submitted by the authorized account holder of the email address associated with the Ibotta Account. "Authorized Account Holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or any organization that is responsible for assigning email addresses or the domain associated with the submitted email address. In the event an Entrant wins a prize, and is later found to be in violation of these Official Rules, Entrant will be required to forfeit the prize or, if the violation is discovered after the prize winner has used or redeemed his or her prize, to reimburse Sponsor for the stated approximate retail value of the prize listed in these Official Rules.

6. **Non Capture of Entry:** In the event that for any reason whatsoever an Entrant's entry, or any portion thereof, is not captured in accordance with these Official Rules, whether through no fault of Entrant or otherwise, including but not limited to as a result of the effects of hackers or the failure of any electronic equipment, or human intervention, computer or cellular transmission, or network connections, any such attempted entry submissions will become null and void and Sponsor shall have no duty to advise Entrant, to allow Entrant to resubmit, or any liability for such failure in any respect; all of which Entrant

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hereby waives to the fullest extent permitted by applicable law. Specifically without limiting the generality of the foregoing, in addition Sponsor is not responsible for any lost, late, illegal, intercepted, incomplete, misdirected, damaged, destroyed, mutilated, unintelligible or not received entries, or for errors, omissions, interruptions, deletions, defects, delays in operations, in transmissions of entries. If an Entrant does not follow one of the entry method instructions as stated above his or her entry will be viewed as not captured. All entries that are not captured for any reason whatsoever will be disqualified from the Sweepstakes. Proof of sending an entry will not be deemed to be proof of an entry, nor will it be deemed proof of receipt by Ibotta or Administrator. If Entrant is entering via a mobile phone or other web-enabled device and is using his or her wireless carrier's network, Entrant may incur standard data charges from his or her wireless carrier and/or other charges may apply (such as normal airtime and carrier charges) and may appear on an Entrant's mobile phone bill or be deducted from an Entrant's prepaid account balance. An Entrant should contact his or her wireless carrier for more information on rate plans and charges relating to his or her participation in this Sweepstakes.

7. **Limitations and Non-Authorized Means of Entry:** There is a limit of one prize per person, per household for the entire Sweepstakes. Under no circumstances will Sponsor be responsible for awarding more than the stated number prizes herein. An entry obtained outside of an authorized, legitimate channel of method of entry as described in these Official Rules will be disqualified from Sweepstakes. Entrants are not permitted to use any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Sweepstakes. If it is discovered by the Sponsor or Administrator (using any evidence or other information made available to or otherwise discovered by Sponsor or Administrator) that any person has attempted, or has used any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Sweepstakes; then he or she may be disqualified from the Sweepstakes in the sole and absolute discretion of the Sponsor or Administrator. The use of automated software or unauthorized computer programs to register for Sponsor's Sweepstakes is prohibited. Sponsor reserves the right to disqualify any person found or suspected of, tampering with the entry process, or the operation of this Sweepstakes, or interferes with the proper entry of this Sweepstakes, or is acting in violation of these Official Rules, or is acting in a non-sportsmanlike or disruptive manner, or is acting with intent to annoy, abuse, threaten, or harass any other persons will be disqualified. **WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE THIS SWEEPSTAKES OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.** Failure by the Sponsor or Administrator to enforce any provision of these Official Rules shall not constitute a waiver of that provision.
8. **Drawing Dates:** During the Sweepstakes Period, Administrator will conduct one (1) random drawing per Promotion Period to select the number of First Prize Winners as defined below, by combining eligible entries received from the Ibotta Entry Method and Website Entry Method. On or about 9/7/17, Administrator will conduct one random drawing to select one Grand Prize Winner by combining eligible entries received from the Ibotta Entry Method and Website Entry Method. Entries will be carried over to subsequent Promotion Period drawings and the Grand Prize Drawing based on the date and time of entry submission.

Promotion Period	Start Date	End Date	On or about Drawing Date	Number of Prize Winners
1	5/1/17 at 12:00 AM ET	5/7/17 at 11:59:59 PM ET	5/10/17	2 Prize Winners
2	5/8/17 at 12:00 AM ET	5/14/17 at 11:59:59 PM ET	5/17/17	1 Prize Winner
3	5/15/17 at 12:00 AM ET	5/21/17 at 11:59:59 PM ET	5/24/17	2 Prize Winners
4	5/22/17 at 12:00 AM ET	5/28/17 at 11:59:59 PM ET	5/31/17	1 Prize Winner
5	5/29/17 at 12:00 AM ET	6/4/17 at 11:59:59 PM ET	6/7/17	2 Prize Winners
6	6/5/17 at 12:00 AM ET	6/11/17 at 11:59:59 PM ET	6/14/17	1 Prize Winner
7	6/12/17 at 12:00 AM ET	6/18/17 at 11:59:59 PM ET	6/21/17	2 Prize Winners
8	6/19/17 at 12:00 AM ET	6/25/17 at 11:59:59 PM ET	6/28/17	1 Prize Winner
9	6/26/17 at 12:00 AM ET	7/2/17 at 11:59:59 PM ET	7/5/17	2 Prize Winners
10	7/3/17 at 12:00 AM ET	7/9/17 at 11:59:59 PM ET	7/12/17	1 Prize Winner
11	7/10/17 at 12:00 AM ET	7/16/17 at 11:59:59 PM ET	7/19/17	2 Prize Winners
12	7/17/17 at 12:00 AM ET	7/23/17 at 11:59:59 PM ET	7/26/17	1 Prize Winner

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13	7/24/17 at 12:00 AM ET	7/30/17 at 11:59:59 PM ET	8/2/17	2 Prize Winners
14	7/31/17 at 12:00 AM ET	8/6/17 at 11:59:59 PM ET	8/9/17	1 Prize Winner
15	8/7/17 at 12:00 AM ET	8/13/17 at 11:59:59 PM ET	8/16/17	1 Prize Winner
16	8/14/17 at 12:00 AM ET	8/20/17 at 11:59:59 PM ET	8/23/17	1 Prize Winner
17	8/21/17 at 12:00 AM ET	8/27/17 at 11:59:59 PM ET	8/30/17	1 Prize Winner
18	8/28/17 at 12:00 AM ET	9/4/17 at 11:59:59 PM ET	9/6/17	1 Prize Winner

9. **Odds of Winning:** Odds of Winning will depend upon the number of eligible entries received during the respective Promotion Period.
10. **General Sweepstakes Information:** Once an entry is submitted, it cannot be deleted, canceled or modified by an Entrant. Entrant grants to Sponsor, or any representative acting on behalf of Sponsor the right to use all information related to the Sweepstakes, for marketing purposes, administration of Sweepstakes, or any other purpose Sponsor believes may be of interest to Entrant about products and services offered by Sponsor, unless prohibited by law. Sponsor assumes no liability for any entries submitted into the Sweepstakes that violate these Official Rules. Sponsor is not responsible for any change in an Entrant's name, address, email address, or the inability of a potential prize winner to receive notification by Administrator or Ibotta. If for any reason whatsoever data is not available to contact a potential prize winner, his or her entry will become null and void and the potential prize winner will be disqualified from the Sweepstakes. In the event of a conflict between these Official Rules and the Sponsor's Privacy Policy, to the extent it applies, the Official Rules will control and if any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Sweepstakes-related materials, the terms and conditions of these Official Rules shall prevail, govern and control to the fullest extent permitted by law.
11. **License to Use Submitted Materials and Sponsor's Rights to Entries:** By participating and submitting an entry, Entrant agrees that Entrant's entry submission is gratuitous and is made without restriction, and will not place Sponsor under any obligation that Sponsor is free to disclose the entry on a non-confidential basis to anyone, without any compensation to Entrant. Entrant further grants to Sponsor and its affiliated companies the unconditional and perpetual right and permission to copyright, reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use the entry (with or without Entrant's name) in any media now known or later developed throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from Entrant or any other party on Entrant's behalf. In addition by submitting an entry, Entrant, forever waives any rights of copyrights, trademark rights, patent rights, privacy rights, and any other legal or moral rights in the entry that may preclude Sponsor or its affiliated companies use of the entry, or require Entrant's permission for the Sponsor or its affiliated companies to use the entry. Entrant acknowledges that Sponsor is in no way obligated to broadcast, post, publish, or use Entrant's entry in any way. Entries become the sole property of the Sponsor and may not be acknowledged or returned. Entrants and prize winners acknowledge and agree their entries become the property of the Sponsor, which thereby has the right to promote and otherwise use the entries in any way Sponsor sees fit as permitted by law.
12. **Prizes:** There will be one (1) Grand Prize Winner and twenty five (25) First Prize Winners. One (1) Grand Prize will be awarded. Grand Prize Winner will receive a prize package consisting solely of the following: a) two (2) 3-day passes to Route 91 Harvest®, country music festival located in Las Vegas, Nevada on 9/29/17-10/1/17 ("Route 91 Harvest") (visit <http://rt19harvest.com/> for festival details), with an approximate retail value ("ARV") of four hundred twenty dollars (\$420); and b) two thousand dollars (\$2,000) stipend for travel expenses. If Grand Prize Winner is not able to travel to Route 91 Harvest on stated dates no alternative prizing will be provided. Route 91 Harvest date and location is subject to change. If the date or location of Route 91 Harvest changes or it is cancelled there is no liability for the Sponsor. If it costs more than \$2,000 for the winner to get to Route 91 Harvest no other consideration will be provided.

Twenty Five (25) First Prizes will be awarded. First Prize Winners will receive a prize consisting solely of a Malibu branded grill with an approximate weight of five (5) pounds and an ARV of one hundred fifty dollars (\$150).

For all prizes: Grand Prize Winner and First Prize Winners (the "prize winner") agree and acknowledge they will assume sole responsibility for all costs associated with the prize not explicitly outlined in these Official Rules. Any difference between the stated ARV and the actual value of a prize will not be awarded to a prize winner. Prize winner must accept the prize being

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awarded or prize may be forfeited and may be awarded to alternate prize winner. Terms and conditions apply to claiming a prize. Prizes are non-transferable in whole or in part except at the discretion of the Sponsor. Prize may not be sold or bartered. No substitution or cash redemption will be awarded. Sponsor reserves the right, to substitute a prize (or component thereof) of equal or greater value due to prize unavailability for any reason. Prize winner shall bear all risk of loss or damage to prize upon being awarded and Sponsor does not have any obligation or responsibility to replace prize if lost, damaged or stolen. Sponsor is not responsible for any fees, costs, or additional charges that may result from an Entrant and/or prize winner participating in the Sweepstakes or being awarded and receiving and using a prize. The use of a third party trademark is for the purpose of prize description only and such use is not intended to suggest or imply sponsorship, endorsement, or the approval of this Sweepstakes. Prizes will be awarded "as is" with no warranty or guarantee, Sponsor has not made nor in any manner is responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize thereof, including but not limited to its quality, condition, appearance, safety or performance. **In accordance with Federal and state rules, alcohol will not be given as a prize/prize component.** The total ARV of all prizes being awarded in this Sweepstakes are six thousand one hundred seventy dollars (\$6,170).

Conditions of Grand Prize and Restrictions: Prize winner must attend Route 91 Harvest in Las Vegas, Nevada on the dates specified, 9/29/17-10/1/17. If prize winner is unable to travel or attend Route 91 Harvest for any reason whatsoever, his or her prize will be forfeited without any type of compensation. If prize winner is only able to attend a portion of Route 91 Harvest for any reason whatsoever, no compensation will be offered. Prize winner is responsible for all costs associated with Route 91 Harvest not specifically outlined in these Official Rules. No responsibility is assumed by Sponsor or Administrator for cancelled, delayed, suspended or rescheduled event, if Route 91 Harvest is unable to take place as scheduled, for reasons such as cancellation, preemption, postponement, or unavailability, or for any reason beyond the control of the Sponsor, the Sponsor shall have no further obligation to the prize winner and no substitution or compensation will be provided for the unawarded portion of the prize. It will be the sole responsibility of the prize winner and his or her travel companion to secure identifications, needed for admittance to Route 91 Harvest. If it costs prize winner and his or her travel companion more than two thousand dollars (\$2,000) that is provided as a stipend for travel expenses, those additional expenses shall be the sole responsibility of the prize winner and/or travel companion. Prize winner's travel companion must be twenty one (21) years of age or older at the time of travel, and he or she will be required to complete and submit to Administrator a Travel Companion Waiver. Sponsor nor Administrator will replace any Route 91 Harvest tickets that are lost, mutilated, or stolen. Route 91 Harvest administrators reserve the right to remove or deny entry to prize winner and/or prize winner's guest if either engages in a disruptive manner or with the intent to annoy, abuse, threaten, harass, any other person at Route 91 Harvest. Prize winner and his or her guest must comply with all Route 91 Harvest rules and regulations. Failure to do so may result in removal from Route 91 Harvest, in which case prize winner will forfeit a portion of his or her prize, without any type of compensation from Sponsor. Re-sale of tickets is prohibited.

- Potential Prize Winner Notification and Requirements to Become a Prize Winner:** Prize winner will be considered to be potential prize winner until Administrator confirms his or her prize winner status. Ibotta or Administrator will initially notify the potential prize winner by sending an email to the email address associated with his or her Ibotta Account or submitted on his or her form. A potential prize winner who used the Ibotta App Entry Method will be contacted by Ibotta to gain permission to release potential prize winner's contact information to the Administrator. In the event it is determined that there are multiple prize winners from the same household, regardless if a potential prize winner has given permission to be contacted by the Administrator, the first potential prize winner's entry randomly drawn will be declared the prize winner from that household, provided he or she has met the eligibility requirements and agrees to be bound to these Official Rules.

The potential prize winner whose entry was drawn to receive the Grand Prize will be required to complete a Declaration of Compliance/Liability Release Form, and have his or her Travel Companion complete a Waiver/Guest Liability Release Form (the "Documents"), potential prize winner must successfully submit the Documents to Administrator prior to being declared a prize winner. In addition, potential prize winner will be required to complete an IRS W-9 Form for Federal Tax Purposes, which will require either a Social Security number or Federal Identification number. In the event the prize winner is a lawful permanent immigrant resident, he or she will need a USCIS number or an Immigrant Registration Number.

Sponsor reserves the right to request each prize winner submit to a confidential background check to confirm eligibility and to ensure that the use of any such person in advertising or publicity for Sweepstakes will not bring Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Sweepstakes or Sponsor as determined by Sponsor in its sole discretion. By entering the Sweepstakes, Entrant hereby acknowledges and authorizes Sponsor to conduct a

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confidential background-check in the event his or her entry is selected as a potential prize winner. Sponsor in their sole discretion, reserves the right to disqualify a potential prize winner on the basis of the findings resulting from such a confidential background check.

In the event a potential prize winner fails to adhere to instructions given by Administrator, the potential prize winner may be disqualified from the Sweepstakes and ineligible to claim a prize or receive any type of compensation. In Sponsor's or Administrator's sole discretion, a selected entry of the potential prize winner will be disqualified from the Sweepstakes if a potential prize winner: a) is unreachable or unresponsive to notification or attempted notification; or b) declines or cannot accept, receive or use the prize or any component of the prize for any reason; or c) does not meet eligibility requirements; or d) has failed to comply with these Official Rules; or e) submits a response after the allocated response by date. If the potential prize winner is disqualified from the Sweepstakes for any reason whatsoever, he or she will be required to forfeit the prize without compensation of any kind. Sponsor and Administrator reserve the right to modify the notification process. Prize winner must continue to comply with the Official Rules and receiving a prize is contingent upon abiding and accepting the Official Rules and fulfilling all of Sponsor's or Administrator's instructions.

14. **Prize Winner Release of Publicity Rights:** By accepting a prize, prize winner agrees to allow Sponsor and/or a representative acting on Sponsor's behalf the perpetual right to use prize winner's biographical and or geographical information, email address, photos, videos and/or likeness, and statement for Sweepstakes, trade, commercial, advertising and publicity purposes, at any time or times, by any and all means, devices, processes and technology, and in all language and in all media, now known or hereafter invented, contemplated or devised, including, without limitation, the internet, television, film, video cassettes, video discs and other audio-video devices, and radio broadcast and print publications for advertising, promotional, regulatory compliance and/or other purposes related to Sweepstakes without notice to prize winner, without credit and without compensation or obligation except where prohibited by law.
15. **Compliance to Official Rules:** BY SUBMITTING AN ENTRY, ENTRANT AGREES THAT SUCH ENTRY COMPLIES WITH ALL THE TERMS AND CONDITIONS STATED IN THESE OFFICIAL RULES AND IBOTTA'S TERMS OF USE (AS APPLICABLE). THE RELEASED PARTIES (DEFINED BELOW) WILL BEAR NO LEGAL LIABILITY REGARDING THE USE OF ANY ENTRY ENTRANT SUBMITS. THE RELEASED PARTIES SHALL BE HELD HARMLESS BY ENTRANT IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED ENTRANT HAS DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THESE OFFICIAL RULES. By submission of an entry, Entrant warrants and represents: (i) the entry is Entrant's sole property; (ii) Entrant has full authority to submit the entry; (iii) he or she has met these Sweepstakes eligibility requirements and unconditionally accepts and agrees to be bound by these Official Rules and the decisions of the Sponsor and Administrator.
16. **Release and Limitations of Liability:** BY PARTICIPATING AND ENTERING THIS SWEEPSTAKES ENTRANTS, PRIZE WINNERS, AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SPONSOR, ADMINISTRATOR, COUNTRY NATION, LLC, IBOTTA AND THEIR PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND DIRECTORS (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITY FOR ANY INJURIES (INCLUDING EMOTIONAL DISTRESS), FROM ANY AND ALL CAUSE OF ACTION, LIABILITIES, SUITS, CLAIMS INCLUDING BUT NOT LIMITED TO, THIRD PARTY CLAIMS THAT MAY BE MADE AGAINST ENTRANTS, AND CLAIMS ARISING OUT OF OR RELATING TO ACCEPTANCE, RECEIPT, POSSESSION OR USE/MISUSE OF ANY PRIZE, OR ANY PUBLICITY OR OTHER PUBLIC EXPOSURE OF ENTRANT, INCLUDING WITHOUT LIMITATION, CLAIMS CONCERNING INFRINGEMENT OR INVASION OF ENTRANT'S PRIVACY OR PUBLICITY RIGHTS, OR DEFAMATION, OR ACTS UNDERTAKEN IN PREPARATION FOR, OR PARTICIPATION IN, THE SWEEPSTAKES, AND LOSSES AND/OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING DEATH, OR PROPERTY ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ANY PRIZE OR RESULTING FROM AWARDED, ACCEPTANCE, NOTIFICATION, POSSESSION, USE, MISUSE, LOSS OR MISDIRECTION OF ANY PRIZE OR RESULTING FROM PARTICIPATING OR INABILITY TO PARTICIPATE IN THIS SWEEPSTAKES PROMOTION OR ANY SWEEPSTAKES PROMOTION OR PRIZE RELATED ACTIVITIES. ENTRANT ASSUMES LIABILITY FOR INJURIES CAUSED OR CLAIMED TO BE CAUSED BY PARTICIPATING IN THE SWEEPSTAKES, OR BY THE ACCEPTANCE, POSSESSION, USE OF, OR FAILURE TO RECEIVE ANY PRIZE. The Released Parties shall not have any obligation, responsibility or liability, including but not limited to any responsibility to provide compensation or award any prize to any individual, whether or not an Entrant, with regard to: (1) Entries that are forged, falsified or altered or contain inaccurate information or do not comply with or violate these Official Rules; (2) Entries and/or notifications that

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are lost, late, incomplete, illegible, unintelligible, unrecorded, damaged, garbled, or misdirected, for errors, omissions, interruptions, deletions, defects or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communication devices or transmission lines or data corruption, theft, destruction, unauthorized access to, or alteration of, entry materials, loss or otherwise; (3) Electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in an Entrant's e-mail account to receive e-mail messages; failures or malfunctions of phones, phone lines or telephone or data transmission systems; interrupted or unavailable network, server or other connections; any error omission, interruption, defect or delay in any transmission or communication; traffic congestion on the Internet or any technical problem; (4) Any technical or human errors resulting in errors of printing of Sweepstakes offer, administration of Sweepstakes, potential prize winner Sweepstakes notification, announcement of Sweepstakes prize winner and/or prizes, or any errors of any kind that may result in the selection and notification of a prize winner; (5) Entrants who have committed fraud or deception in entering or participating in the Sweepstakes or claiming a prize; (6) Any inability of a prize winner to accept the prize in whole or in part for any reason whatsoever; (7) If a prize cannot be awarded to a prize winner due to delays or interruptions due to Acts of God, natural disasters, threats of or actual terrorism, weather, war, fire, labor dispute or strike, civil disturbance, riot, transportation interruption or any similar event or cause beyond the Released Parties reasonable control; (8) Human error, unauthorized human intervention, inaccurate or non-capture or mis-entry of any information and/or of an entry; (9) Any Entrant, prize winner or any other person for damage to such person's computer or its contents or mobile device; and (10) malfunctions or interference resulting from illicit, malicious or injurious code (including but not limited to viruses, worms, and denial of service attacks). Entrants, attempted entrants and prize winners acknowledge that he or she will release and hold harmless Released Parties from any liabilities, and for but not limited to any claims or causes of action based on publicity rights, defamation or invasion of privacy and if applicable the condition and features of a prize. Sponsor reserves the right to correct any errors pertaining to this Sweepstakes for any reason whatsoever. If for any reason whatsoever the Sweepstakes (in whole or in part) is not capable of running as planned due to but not limited to, computer virus, worm, bug, tampering, hacking, unauthorized intervention, fraud, technical difficulties or failures or any other causes which in the sole opinion of Sponsor, could corrupt or affect the administration, security, integrity, fairness, or proper conduct of this Sweepstakes, the discretion of only the Sponsor, reserves the right to cancel, modify, suspend or terminate the Sweepstakes and determine prize winners from entries already received or as otherwise deemed fair and equitable by Sponsor.

17. **Disputes:** Except where prohibited, by participating, Entrant, prize winner agrees that all issues and questions concerning the construction, validity, interpretation, administration, and enforceability of the Official Rules, or the rights and obligations of an Entrant, prize winner and Sponsor shall be governed by and construed exclusively in accordance with the laws of the state of New York without giving effect to any principles of conflicts of law of any jurisdiction and that: (1) any and all disputes, claims, and causes of actions arising out of, or connected with the Sweepstakes, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating, but in no event attorney's fees; and (3) under no circumstances will any Entrant, prize winner be permitted to obtain awards for and 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. By entering the Sweepstakes, all participants agree to be subject to jurisdiction in the Federal and State court of New York and agree that all disputes relating in any way to this Sweepstakes must be resolved in the courts of New York. Entrants and prize winners agrees not to raise the defense of forum non conveniens.
18. **Tax Information:** The value of a prize may be taxable as income to a prize winner. Prize winners are solely responsible, at their own costs, for all matters relating to the prize, including but not limited to, all federal, state and local taxes. It is the sole responsibility of the prize winner to seek independent counsel regarding tax implications.
19. **Privacy Statement:** Sponsor's privacy policy can be accessed by visiting www.maliburumdrinks.com/us/Footer/Privacy-policy/.
20. **Winners List:** To obtain the prize winner list, send a self-addressed, stamped envelope to: Universal Promotions, Inc., 3561 Valley Drive, Pittsburgh, PA 15234; Attn: Malibu Summer Experience Sweepstakes Winners List. Requests must be received by December 15, 2017.

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21. **Official Rules:** For a copy of Official Rules visit www.malibubecausesummer.com/sweeps. All interpretations of these Official Rules and decisions by Sponsor and Administrator are final.

SIP EASY. ENJOY MALIBU RESPONSIBLY.

Malibu® Carribean Rum with Coconut Liqueur. 21%-24% Alc./Vol. ©2017 Pernod Ricard USA, Purchase, NY

Route 91 Harvest and Country Nation, LLC are not sponsor of the Sweepstakes, and are in no way responsible for the administration of the Sweepstakes, the verification of winners or the fulfillment of prizing. All inquiries regarding the Sweepstakes should be directed to Sponsor and not to Route 91 Harvest or Country Nation, LLC.

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