

**THE 2023 “BLUE CHAIR BAY BRAND AMBASSADOR CONTEST” OFFICIAL
RULES**

**MUST BE 21 TO ENTER. NO PURCHASE OR PAYMENT OF ANY KIND
NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR
CHANCES OF WINNING. AFFIDAVIT OF ELIGIBILITY/ RELEASE OF
LIABILITY AGREEMENT REQUIRED. VOID WHERE PROHIBITED.**

This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram, Facebook, Twitter, or any other social media platform. You understand that you are providing your information to Fishbowl Spirits, LLC and not to Instagram, Facebook, Twitter, or any other social media platform. The information you provide will only be used in the event you are selected as a Contest winner.

- **DESCRIPTION; SPONSOR; CONTEST PERIOD:** The “BLUE CHAIR BAY BRAND AMBASSADOR CONTEST” is an opportunity for you to enter your original photo or video, as further described in these Official Rules, in a contest sponsored by Fishbowl Spirits, LLC, Nashville, TN (the “Sponsor”), and administered by Savvy Drinks, LLC (“Administrator”) (collectively, “Contest Entities”), to win a prize (the “Contest”). The Contest begins at 12:01 a.m. Pacific Time (“PT”) on June 21, 2023 and ends at 11:59 p.m. PT on August 31, 2023 (the “Contest Period”).
- **ELIGIBILITY:** The Contest is open to legal residents of the fifty (50) United States and Washington D.C., who are at least 21 years of age or older as of the start of the Contest Period. No purchase is required to enter or win the Contest. No more than one (1) entry per natural person/email address/phone number. Limit one (1) prize per natural person/household. The Contest is void in Puerto Rico, the U.S. Virgin Islands, U.S. Military installations in foreign countries, all other U.S. territories and possessions, and wherever else restricted or prohibited by law. Employees and officers of the Contest Entities, their parents and subsidiaries, advertising and promotion agencies and all other persons or entities participating in the design, promotion, marketing, advertising, administration, or fulfillment of the Contest, and their immediate families (i.e., spouse, parent, child, sibling and their respective spouse) and persons living in the same household of each are ineligible to participate in or win the Contest. Alcoholic beverage industry members and employees are ineligible to participate. The Contest is subject to all applicable federal, state, and local laws and regulations.
- **HOW TO ENTER:** During the Contest Period, you may enter) by posting a photo or a video to your social media page(s) (Instagram, Facebook, Twitter, etc.) sharing your favorite summertime cocktails and how you enjoy the Blue Chair Bay Island Lifestyle. Posts must include the hashtags #BlueChairBayContest and the tag @bluechairbayrum (the “Submission”). After you post your Submission on your social media page(s), visit the contest website at <https://sweeps.bluechairbayrum.com/summertimecocktail> (“Website”) and follow the instructions to provide your first and last name, date of birth, address with zip code, and the name of the social media platform(s) you posted your photo or video to, along with your social handle for each platform. You will also be asked to provide a link to the photo or video you posted. Once you have posted your

Submission and provided the necessary information to the Website, you will receive one (1) entry (“Entry”) into the Contest.

You must have an account on the social media platform(s) on which you wish to post your Submission. If you do not have an account, and you would like to create one for free, download the platform(s)’ free application to your mobile device at either the Apple® App Store or the Google® Play store. Potential winners may be required to show proof of being the authorized account holder of the social media account associated with the Entry. No more than one (1) entry per natural person/email address/phone number. Posting the same photo or video Submission on more than one social media channel constitutes one total Entry; you may not post more than one photo or video to gain additional Entries to the Contest. All Entries must be completed and submitted by 11:59 p.m. PT on August 31, 2023 to be eligible to win a prize in the Contest. The person uploading the Entry will be deemed the entrant (the “Entrant”). In the event of a dispute as to the identity of an Entrant, the Entrant will be deemed the authorized account holder of the social media account submitted at the time of Entry. “Authorized account holder” of a social media account is defined as the person who is responsible for joining the platform and who manages the e-mail address associated with the account. “Authorized account holder” of an email address is defined as the natural person who is assigned to an email address by an Internet Access provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. The Entry must: 1) be complete to be eligible; 2) be the property of the Entrant. Sponsor has the sole discretion to determine whether a Submission qualifies as an Entry. Any Entry not in compliance with the above and which does not meet the requirements of these Official Rules will be disqualified. Participation is subject to disqualification of all Entries, if multiple accounts are used by the same person. As applicable, normal Internet/phone access and usage/data charges imposed by Entrants’ online/mobile service will apply.

- **ENTRY REQUIREMENTS:** By entering, you agree to waive any rights you may have to the Entry submitted. The Entry, or portion thereof, must not contain obscene, profane, lewd, defamatory or inappropriate content, or be disparaging to Sponsor, as determined in Sponsor’s sole discretion. Entries must not promote irresponsible drinking, underage drinking, any political agenda or message, the use of illegal drugs, tobacco, firearms/weapons, or alcohol abuse. Entries must be in keeping with Sponsor’s image and may not be offensive, as determined by Sponsor in its sole discretion, nor can it defame or invade publicity rights or privacy rights of any person, living or deceased, or otherwise infringe upon any person’s personal or proprietary rights or violate any laws. Entrants may not copy or otherwise plagiarize the Entry from any source. All Entries must be the sole, original work of the Entrants. Any Entry or portion thereof that is, in the Sponsor’s sole discretion, obscene, profane, lewd, defamatory, inappropriate, disparaging, offensive or contains proprietary rights of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity, or is otherwise objectionable, may not be considered and may disqualify the Entrant. Entries should not contain any third-party materials, or otherwise violate or infringe (or possibly infringe) any copyright, trademark, logo, or mark that identifies a brand (other than Blue Chair Bay Rum). Entries may not contain

any personal identification, such as personal names or email addresses. Sponsor may blur or black out the infringing or prohibited material, in its sole discretion. Entries become the property of the Sponsor and will not be acknowledged or returned. Entrants and Winner acknowledge and agree that their Entries become the property of the Sponsor, which thereby has the right to edit, adapt, modify, reproduce, promote and otherwise use Entries in any way it sees fit. No social media platform, including Instagram, Facebook, Twitter, etc., is affiliated in any way and is not responsible for the administration of the Contest or the awarding of the prizes. No endorsement or approval of the Contest by any social media platform is expressed or implied. Automated, script, macro or robotic Entries submitted by individuals will be disqualified. Entries may be posted on the Sponsor's website, social media accounts, and may be posted on other non-affiliated websites, in Sponsor's sole discretion. Any Entry not in compliance with the above and which does not meet the requirements of these Official Rules will be disqualified. Entrant must have permission from anyone depicted in the Submission to use that person's likeness. Anyone depicted in the Submission must be 21 years of age or older.

- **JUDGING OF CONTEST SUBMISSIONS:** On or about September 8, 2023 a single judges chosen by Sponsor whose qualifications may include experience in photography, design, advertising, marketing, cocktail creation, or other creative or artistic fields ("Judge") will judge all eligible Submissions based on the following criteria ("Judging Criteria"):

- Overall Creativity + Visual Appeal – (100) points possible;
- Quality of photograph or video, i.e., clarity, resolution, and composition – (100) points possible;
- Quantity of impressions, likes, and comments – (100) points possible

Points will be awarded by the Judge in his or her sole discretion based on an application of the criteria to the Submissions. An investment of time or money by an Entrant does not necessarily equate to a high score from the Judge. The total points awarded to each Entrant by the Judge will be the Entrant's "Contest Score." The Entrant with the highest Contest Score will be deemed the potential winner, subject to verification ("Potential Winner"). The Potential Winner who completes all of the Sponsor's requirements and complies with all of the requirements of these Official Rules will be designated the Winner. In the event of a tie in judging, the tie-breaker will be based upon the highest score in the first judging criterion set forth above, continuing thereafter to each judging criterion in the order set forth above, as needed, to break the tie. In the event that a tie in judging still remains, a new judge, selected by the Sponsor in its sole and absolute discretion, will judge the tied entries based on the Judging Criteria set forth above. The Judge's decisions are final on all matters relating to the Contest.

- **PRIZE:**

Grand Prize (15 total): A commemorative plaque or trophy identifying Winner as an official Blue Chair Bay Brand Ambassador and a one (1) year unpaid position as a Brand Ambassador with Sponsor's company, during which time Winner may be invited (but not

required) to submit additional photographs and videos featuring the Sponsor and its products. Winners will receive a retro cooler, a t-shirt, a hat, and new Sponsor-selected items in the future, totaling \$500. Prizes do not include cash or other monetary compensation.

Limit one (1) prize per person/household. Prizes are nontransferable and no substitutions are allowed except by the Sponsor. All federal, state and local taxes are the sole responsibility of winner. The Contest Prize does not contain alcoholic beverages. TOTAL ARV OF GRAND PRIZES: \$7,500

- **GENERAL:** The Website's computer timestamp is the official timekeeper for purposes of this Contest. Potential winners will be initially notified by direct message on social media and must follow the instructions outlined in the direct message within twenty-four (24) hours of notification attempt or prize will be forfeited and an alternate winner will be selected. Potential winners will then be required to sign and return a Declaration of Eligibility and Liability Release, tax documents, and except where prohibited, publicity release and assignment of rights ("Declaration") within forty-eight (48) hours of notification. If Entrant fails to return the completed Declaration within forty-eight (48) hours, Declaration is returned as undeliverable, Entrant shall be deemed to be ineligible, the applicable prize will be forfeited and an alternate potential winner will be selected. Declaration will be sent to the Entrant via email. Return of prize notification as undeliverable may result in disqualification and alternate selection. Winner and all Entrants, as a condition of entry into the Contest, agree to release and hold harmless Sponsor and its Administrators, each of their respective agencies, parents, subsidiaries, affiliates and each of their respective officers, directors, shareholders, members, employees, agents, assigns, and all others associated with the development and execution of the Contest (collectively the "Released Parties") from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with submitting an Entry or otherwise participating in any aspect of the Contest, the receipt, ownership or use of prize awarded or any typographical or other error in these Official Rules or the announcement or offering of the prizes. Winner and all Entrants assume all liability for any injury or damage caused, or claimed to be caused by participation in the Contest or use or redemption of the prize. Acceptance of prize constitutes permission to use Winner's name, likeness, and Submissions for promotional purposes (including any possible public relations opportunities) without further compensation except where prohibited by law. By entering, Entrant accepts and agrees to be bound by these Official Rules. Entries will be declared to be made by the authorized account holder of the social media account or email address associated with the Entry. Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Contest; violates the Official Rules; acts in an unsportsmanlike or disruptive manner; or acts with intent to annoy, abuse, threaten or harass any other person. The Released Parties are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications, whether caused by the sender, by any of the equipment or programming associated with or utilized in the Contest which may limit the ability to participate, or by any human error which may occur in the processing of the Entries in the Contest. Entries generated by script or bot are not eligible. Sponsor reserves the right

to cancel, terminate or modify the Contest if it cannot be completed as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, technical failures or corruption of any sort. In such event, Sponsor will select the Winner from eligible Entries received during the Entry Period, prior to cancellation as outlined above. As a condition of entering the Contest, Entrant agrees that: 1) under no circumstance will entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for out-of-pocket expenses; 2) all causes of action arising out of or connected with the Contest, or prizes awarded, shall be resolved individually, without resort to any form of class action; and 3) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, but in no event will Entrant be entitled to receive attorneys' fees or other legal costs. By submitting an Entry, Entrant warrants and represents that he or she consents to the submission, use and exhibition of the Contest Submission in the manner set forth in these Official Rules and the Terms and Conditions of Use of the website located at <https://bluechairbayrum.com/legal>. Entrant further warrants and represents that he or she holds no interest in any alcoholic beverage license of any kind issued by any state or governmental agency and is not employed in any capacity by a business holding such a license. Selection as a Winner and acceptance of a Prize does not create an employer/employee relationship between Sponsor and Winner. Sponsor is not obligated to make any use of any photographs, video, or other materials that Winner(s) may submit during the one-year Brand Ambassador period and may elect to use or not use such materials in its sole discretion, without further permission from or compensation to Winner(s).

- **LICENSE:** BY SUBMITTING A CONTEST SUBMISSION, ENTRANT ACKNOWLEDGES THAT HIS OR HER PERSONAL INFORMATION AND SUBMISSION MAY BE POSTED ON THE SPONSOR'S WEBSITES AND SPONSOR'S PAGES / APPLICATIONS ON SOCIAL MEDIA CHANNELS, AT ANY TIME AND IN ANY MANNER, IN WHOLE OR IN PART, IN SPONSOR'S DISCRETION. By submitting a Submission, Entrant hereby grants Sponsor and its successors, assigns, and licensees, a worldwide, perpetual, exclusive, irrevocable, royalty-free, sublicenseable (through multiple tiers) and transferable license (with a right to create derivative works) to use, copy, adapt, modify, transmit, distribute, create derivative works from and display Entrant's Contest Submission, in any and all media, in whatever form or manner (including without limitation the exclusive, irrevocable, unlimited, sub-licensable right and license to photograph, film, publish, or broadcast, the Contest Submission), in whole or in part, and for any legal purpose whatsoever, now known or that may become known in the future, without consideration to the Entrant in the Contest Submission in any way, during or after the conclusion of the Contest. Entrant represents and warrants that he or she has not entered into any prior agreements that would limit his or her ability to grant the rights described herein, nor has Entrant granted to any third party any of the rights described herein. Entrant further represents that he or she has the unfettered right and authority to grant these rights and make these representations. Sponsor is not responsible for any unauthorized third party use of any Contest Submission, nor shall Sponsor (and/or any Contest Entity), or any party acting on any of their behalf, be responsible for any claims, losses, damages, costs, penalties, fees or other liabilities which may be incurred by any party in connection with Sponsor's (and/or Administrator's, as applicable) use of the Contest

Submission as permitted hereunder. Each Entrant irrevocably waives any and all so-called moral rights he or she may have in the Contest Submission submitted by him or her.

- **NATURE OF RELATIONSHIP / WAIVER OF EQUITABLE RELIEF:** Each Entrant hereby acknowledges and agrees that submission of an Entry is gratuitous and made without restriction and the relationship between the Entrant and the Sponsor and Administrator is not a confidential, fiduciary, employment, or other special relationship, and that the Entrant's decision to provide an Entry to Sponsor for purposes of the Contest does not place the Sponsor or Administrator in a position that is any different from the position held by members of the general public with regard to elements of an Entry, except as provided herein. Each Entrant further acknowledges that Sponsor is free to disclose the ideas contained in the Entry/Contest Submission on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to the Entrant as provided for by these Official Rules and that by acceptance of your Entry, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than Entrant. Each Entrant acknowledges and agrees that the Sponsor and Administrator do not now have, and shall not have in the future, any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the Entrant's copyright in and to his or her Contest Submission. Finally, each Entrant acknowledges that, with respect to any claim by Entrant relating to or arising out of the Contest, including without limitation, each of the Sponsor's and/or Administrator's use of any Contest Submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable Entrant will not be irreparable or otherwise sufficient to entitle such Entrant to seek injunctive or other equitable relief.
- **PRIVACY POLICY:** BY ENTERING THIS CONTEST, EACH ENTRANT ACKNOWLEDGES AND AGREES THAT: (i) THE ENTRANT HAS OPTED-IN TO SPONSOR'S PRIVACY POLICY LOCATED AT <https://bluechairbayrum.com/privacy> AND (ii) BY OPTING-IN, THE ENTRANT HAS READ AND CONSENTS TO SAME. EACH ENTRANT FURTHER ACKNOWLEDGES THAT IF S/HE IS CHOSEN AS A CONTEST WINNER, CERTAIN OF HIS OR HER IDENTIFYING INFORMATION MAY BE DISCLOSED TO THIRD PARTIES (AT LEAST AS REQUIRED BY LAW), INCLUDING, WITHOUT LIMITATION, ON AN ONLINE PAGE LISTING PRIZE WINNER.
- **FORCE MAJEURE:** In the event Sponsor is prevented from continuing with the Contest as contemplated herein by any event beyond its control, including, but not limited to, fire, tsunami, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, or any federal, state or local government law, order, or regulation, or any tampering or interference by an individual or entity causing disruption to the operation of the Contest or Site, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval that may be required, Sponsor shall have the right to modify, suspend, or terminate the Contest. If the Contest is terminated before the end of the Contest Period due to a Force Majeure event, Sponsor will (if possible) select the

Contest Winner(s) from all eligible, non-suspect Contest Submissions received as of the date of the Force Majeure event giving rise to the termination, but Sponsor reserves the right to terminate the Contest without awarding prizes.

- **SEVERABILITY:** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.
- **INDEMNIFICATION:** Entrant agrees to indemnify and hold harmless the Contest Entities against any and all claims, actions or proceedings of any kind brought by any person or entity, from any and all damages, liabilities, costs, and expenses, including attorney's fees, relating to or arising out of any breach or alleged breach of any of Entrant's obligations, warranties or representations hereunder or any violation by Entrant of the Official Rules and Content Restrictions agreed to herein, as well as for any negligence or willful misconduct on the part of Entrant. Sponsor reserves the right to disqualify any Entry for any reason, in its sole and absolute discretion. Sponsor expressly reserves the right to disqualify any Entrant who holds any interest in an alcoholic beverage license of any kind issued by any state or federal governmental agency, or who is employed in any capacity by a business holding such a license, where such interest or employment renders the Entrant ineligible to participate under applicable law. If any portion of an Entry is deemed disqualified, the entire Entry will be disqualified. Sponsor may in its sole discretion disqualify Entries for which intellectual property claims, including those under the Digital Millennium Copyright Act ("DMCA") are received and request that they be removed from the Site.
- **GOVERNING LAW, JURISDICTION AND VENUE:** SPONSOR IS REGISTERED UNDER THE LAWS OF THE UNITED STATES WITH HEADQUARTERS IN TENNESSEE. THE TENNESSEE COURTS (STATE & FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE PROMOTION AND THE LAWS OF THE STATE OF TENNESSEE SHALL GOVERN THE SAME. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND HEREBY IRREVOCABLY SUBMITS TO THE VENUE OF THOSE COURTS WITHIN TENNESSEE.
- **WINNERS LIST:** These Official Rules and the Prize Winner(s) from the Contest will be posted on the Website. Questions, comments or complaints regarding the Contest should be directed to Sponsor.

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