

# JAMESON'S T-SHIRT PROMOTION

## OFFICIAL RULES

**NO PURCHASE NECESSARY TO PARTICIPATE IN THE PROMOTION. A PURCHASE DOES NOT INCREASE YOUR CHANCES. VOID WHERE PROHIBITED BY LAW.**

**TO BE ELIGIBLE TO PARTICIPATE AND WIN A PRIZE ("PRIZE"), YOU MUST LIVE IN AN AREA SERVICED BY FEDEX OR THE USPS ("FULFILLMENT PARTNER") IN THE UNITED STATES AND MUST SATISFY THE OTHER ELIGIBILITY REQUIREMENTS SET FORTH BELOW.**

**BY PARTICIPATING IN THIS PROMOTION, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR FROM YOU, A CLASS-ACTION WAIVER, A REQUIREMENT THAT MOST DISPUTES BE SETTLED BY MANDATORY BINDING ARBITRATION, AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.**

**1) Promotion Timing:** Jameson's t-shirt Promotion begins at approximately 12:00PM EST on April 10th, 2017 for residents of the United States, when Sponsor sends a direct message from the @Jameson\_US Twitter handle with instructions on how to participate ("CTA Tweet"). Promotion ends at 3:00PM EST April 11th, 2017 OR when all prize Prize(s) are redeemed, whichever occurs first (the "Promotion Period").

**2) Eligibility:** The Promotion is open only to those who (i) are legal residents of the United States of America serviced by Fulfillment Partner's service ("Territory"); (ii) are 21 years of age or older as of the date of participation; and (iii) are registered users of Twitter (each, a "Participant(s)"). Employees of Pernod Ricard, and each of their respective parent companies, subsidiaries, affiliates, officers, directors, governors, owners, partners, distributors, retailers, advertising/promotion/service agencies, dealers, licensors, agents, suppliers, independent contractors, and those of Fooji, Inc. ("Fooji") and Fulfillment Partner, and their respective subsidiaries, affiliated companies, and divisions (collectively, the "Promotion Entities") and each of their immediate family members (defined as any spouse, partner, parent, legal guardian, sibling, adult child, legal ward, grandparent, or grandchild, regardless of where they reside) and/or those living in the same household of any such person (whether or not related) are not eligible for the Promotion. Void outside the Territory and where prohibited or restricted by law.

**3) How To Participate in the Promotion:** During the Promotion Period, you may learn about the Promotion via direct message from the Jameson Twitter feed, @Jameson\_US. To participate, click the link provided by the @Jameson\_US Twitter handle. You must complete that registration form to provide Fooji the information necessary to determine if your order can be fulfilled and, if applicable, to fulfill it).. Limit of one (1) Prize per person, per Twitter account and per delivery address. Sponsor may, in its sole discretion, accept or reject any purported Participation Tweet that does not include both the required emoji as set forth in the CTA Tweet and the Required Hashtag. Purported Participation Tweets that are incorrect or incomplete, received outside the Promotion Period (including after all prize Prize(s) have been redeemed), or that contain obscene, offensive, or any other language communicating messages inconsistent with the positive images with which Sponsor wishes to associate itself (all as determined by Sponsor in its sole discretion) will be void. Sponsor is not responsible for misspellings, typographical errors, or other issues that may affect the ability to locate or record a purported Participation Tweet. Due to the way Twitter operates its service, Sponsor or Fooji may not be able to view or record purported

Participation Tweets, receive or send communications, or otherwise detect participation from or interact with potential Participants who have Twitter account settings that make their updates, comments, posts or communications private, protected, or otherwise limited, in which case any such purported Participant will be disqualified and ineligible to receive a prize Prizes. Normal Internet access and phone/usage charges imposed by your online/phone service may apply.

THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY OR ASSOCIATED WITH TWITTER, INC.

NOTE ABOUT MOBILE: When you participate in the Promotion via a mobile device and/or download or transmit data via your mobile device, data and messaging rates may apply according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on rate plans and charges relating to your participation in this Promotion. Check your mobile device's capabilities for specific instructions.

**4) Odds; Winner Selection and Prizes; Approximate Retail Value ("ARV"):** Odds of winning a Prize in this Promotion depend on your timing of participation in relation to other participant's timing of participation. A total of one hundred forty (140) prizes will be available to be won to the first one hundred forty (140) Participants who visit the microsite link (and, if necessary, complete the submission process) during the Promotion Period. Participants are limited to one (1) Prize per person, per Twitter account, and per delivery address. Winning Participants will receive a Prize delivered based on their order submission to Fooji contained in the Participation Tweet (ARV: \$18). **ALCOHOL IS NEVER PART OF THE PRIZE. Total ARV of all prize Prizes available in this Promotion: \$2,520.** Precise Prize type and components will be selected by Sponsor or its representatives in their sole discretion. Actual retail value of the Prize may vary, including variations based on the participants' location. Prize ordering will be facilitated through Fooji's emoji-based ordering system on Twitter. Participating local merchants that are on the Fulfillment Partner network may provide fulfillment and delivery of the Prizes(s). Prize availability may vary and is not guaranteed in all areas. AS SET FORTH ABOVE, YOU MUST RESIDE IN A LOCATION SERVICED BY FULFILLMENT PARTNER IN ORDER TO BE ELIGIBLE TO PARTICIPATE IN THIS PROMOTION AND WIN A PRIZE. Sponsor is not responsible for any delay or cancellation of the Prize due to unforeseen circumstances, or those outside of Sponsor's control. If the fulfilling merchant cancels the order for reasons out of Sponsor's control, the Prize will not be delivered and no additional compensation will be provided.

**5) General Rules / Limitations of Liability:** By participating in the Promotion, Participants agree to be bound by these Official Rules and the decisions of the Sponsor. Participation in the Promotion constitutes permission for the Sponsor to use the Participant's name, likeness, voice, biographical information, prize information, quotes attributable to Participant, and any other elements of Participant's persona for purposes of advertising and trade in any and all media now known or otherwise developed without further compensation or review, including a Participant list, unless prohibited by law. In the event there is a discrepancy or inconsistency between disclosures or other statements (in any and all media/medium) contained in any Promotion materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. The Sponsor and its agencies are not responsible for technical, hardware, software or telephone incompatibility or malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the software, products, equipment or programming associated with or utilized in the Promotion or by any human error which may occur in the processing of (or failure to process) the actual or purported Participation Tweets or resulting Prize orders in the Promotion or for any

liability for damage to any computer system resulting from participation in connection with the Promotion. The Sponsor is not responsible for the failure of any order to be received by Fooji for any reason. The Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the order process or the operation of the Promotion; violates the Official Rules; is suspected of cheating, fraud, or acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any Participant who uses or is suspected of using cheating, fraudulent means, unauthorized ordering methods, or otherwise attempts to participate multiple times, or with multiple identities, Twitter accounts, and/or addresses will be disqualified. Any attempt by any person to undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If, for any reason, the Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, changes to the Twitter platform that are not acceptable to Sponsor, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, then the Sponsor reserves the right in its sole discretion to cancel or terminate the Promotion. By entering the Promotion, you hereby represent and warrant that you have read these Official Rules and are fully familiar with its contents and agree to be bound thereto.

**EACH PARTICIPANT AGREES TO RELEASE, DISCHARGE, HOLD HARMLESS, AND INDEMNIFY EACH OF THE PROMOTION ENTITIES FROM AND AGAINST ANY CLAIMS, DAMAGES, DISABILITIES, ATTORNEYS' FEES, AND COSTS OF LITIGATION AND SETTLEMENT, AS WELL AS ANY LIABILITY WHATSOEVER, FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH: (i) THE PROMOTION; (ii) ANY ORDER SUBMITTED THROUGH FOOJI'S ORDERING SERVICE OR THE USE, ACCEPTANCE, POSSESSION, MISUSE OR AWARDED OF ANY PRIZE; OR (iii) WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELING PROMOTION-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO/OFF PERSON OR PROPERTY.**

BY ENTERING THE PROMOTION, PARTICIPANT AGREES THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZES AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES (OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00)) AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) PARTICIPANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND PARTICIPANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

Without limiting any other provision in these Official Rules, the Promotion Entities are not responsible or liable to any Participant or winner (or any person claiming through such Participant or winner) for failure

to supply the prize or any part thereof in the event that any of the Promotion activities or Promotion Entities' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Promotion Entity (as determined by Sponsors in their sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

EACH PARTICIPANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER AGAINST THE PROMOTION ENTITIES. SECTION 1542 READS AS FOLLOWS:

*“CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”*

**7) Privacy Policy:** Any personal information supplied by any Participant will be subject to Fooji's privacy policy posted at <https://www.fooji.com/privacy/>.

**8) Governing Law / Disputes/ Arbitration:** VOID WHERE PROHIBITED BY LAW. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Participants or the Promotion Entities in connection with the Promotion will be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

The parties each agree to finally settle all disputes only through arbitration; provided, however, the Promotion Entities shall be entitled to seek injunctive or equitable relief in the state and federal courts in Los Angeles County, California, and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Promotion or any prize awarded shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. (“**JAMS**”) or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a “Demand for Arbitration”, then either party can elect to have the arbitration administered by the American Arbitration Association (“**AAA**”) or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Chicago, IL, New York City, NY, Los Angeles, CA, Atlanta, GA or Dallas, TX (whichever is closest to Participant's residence); provided, however, if none of these locations are convenient for the hearing, the parties may mutually agree on an alternative location. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or

unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Los Angeles County, California. Sponsors agree to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of Participant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court. In no event shall any Participant seek or be entitled to rescission, injunctive or other equitable relief or to enjoin or restrain the operation or exploitation of this Promotion, any motion picture, any advertising or other materials issued in connection with the Promotion or any motion picture, or any other Promotion Entity property.

**9) Sponsor:** The Sponsor of the Promotion is Pernod Ricard USA, 250 Park Ave, New York, NY 10177.

**10) Administrator:** The Administrator of the Promotion is Fooji, Inc. located at 400 Old Vine Street, Suite 206, Lexington, KY 40507.

Taste Responsibly.

JAMESON ® Irish Whiskey. 40% Alc./Vol. (80 Proof). Product of Ireland. © 2017 Imported by John Jameson Import Company, Purchase, NY.