

# **Tincup Mountain Whiskey Spirit of Adventure Contest**

## **OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING CONTEST IS VALID ONLY IN THE FIFTY (50) UNITED STATES OF AMERICA (“U.S.”) AND THE DISTRICT OF COLUMBIA (“D.C.”), AND IS OPEN ONLY TO QUALIFIED PERSONS (AS DEFINED IN THE OFFICIAL RULES BELOW) WHO ARE 21 YEARS OF AGE OR OLDER AS OF THE DATE OF ENTRY. THIS CONTEST IS NOT AFFILIATED WITH OR SPONSORED, SANCTIONED OR ENDORSED BY OR IN ANY WAY IN ASSOCIATION WITH INSTAGRAM. VOID ELSEWHERE AND WHEREVER PROHIBITED. BY PARTICIPATING IN THIS CONTEST, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF SPONSOR AND ADMINISTRATOR. DO NOT PARTICIPATE IN THE CONTEST IF YOU DO NOT AGREE TO THESE OFFICIAL RULES AND FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.**

**NOTE: All expenses and travel costs incurred as a result of participating, seeking, winning, and/or making use of a prize are the sole responsibility of winner. Participation in this Contest is at each participant’s sole risk.**

**Contest Name:** TINCUP Mountain Whiskey Spirit of Adventure Contest (the “Contest”).

**Sponsor:** Proximo Spirits, Inc., 3 Second Street, Suite 1101, Jersey City, NJ 07302 (“Sponsor”).

**Administrator:** Million Dollar Media, P.O. Box 278, Woodbridge, NJ 07095 (“Administrator”).

**Contest Dates:** Contest begins at 12:00:01 am Eastern Time (“ET”) on **April 15, 2022** and ends at 11:59:59 pm ET on **July 4, 2022** (the “Contest Period”), or when all Tincup Whiskey Spirit of Adventure Gold Cups have been found and associated prizes have been claimed by an eligible participant, whichever occurs first. The Contest is subject to all applicable federal, state and local laws and regulations. Void outside the fifty (50) U.S. and D.C., and wherever prohibited or restricted by law.

The Contest shall occur in three (3) separate periods as further outlined below:

- Period #1 shall begin April 15, 2022 and end whenever the first prize box (*see below*) has been claimed or July 4, 2022, whichever occurs first. The first opportunity to claim the first TINCUP Whiskey Spirit of Adventure Gold Cup shall begin April 29, 2022.
- Period #2 shall begin May 6, 2022 and end whenever the second prize box has been claimed or July 4, 2022, whichever occurs first. The first opportunity to claim the second TINCUP Whiskey Spirit of Adventure Gold Cup shall begin May 20, 2022.
- Period #3 shall begin May 27, 2022 and end whenever the third prize box has been claimed or July 4, 2022, whichever occurs first. The first opportunity to claim the third TINCUP Whiskey Spirit of Adventure Gold Cup shall begin May 30, 2022.

**Who may Enter:** The Contest is open only to documented U.S. residents, who are age twenty-one (21) or older as of the date of entry and have a valid U.S. driver’s license or government issued photo I.D., except the following persons who are not eligible to enter, participate or win: employees, officers, and directors of Sponsor, Administrator, and each of their respective franchisees, parents, affiliated companies, subsidiaries, wholesalers, distributors, alcoholic beverage retailers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this Contest, and the immediate family members or households, whether or not related, of any of the above. “Immediate family members” includes, for purposes of this Contest, parents (including in-laws and step-parents), grandparents, siblings (including step-siblings and half-siblings), children (including step-children), grandchildren (including step grandchildren) and each of their respective spouses, regardless of where they reside.

**How to Participate – Follow and solve the TINCUP Whiskey Spirit of Adventure Clues:** During each Contest Period as outlined below, follow TINCUP Mountain Whiskey on Instagram (@TINCUPWhiskey) and/or find a post on Instagram by Tincup Mountain Whiskey with clues to the location where a TINCUP Mountain Whiskey Spirit of Adventure Gold Cup (“Gold Cup”) has been hidden.

- **Instagram Post:** Sponsor may require participants, at its sole discretion for any Period, to post a photo (and any optional comments) showing their participation in the Contest, following the posting of the initial clue for each Period, in order to receive any additional clues related to that Period or to receive any hint(s) in association with decoding any of the provided clues. Participants must post their photo to Instagram through their public Instagram account tag @TINCUPWhiskey and include the hashtags #3goldcups #contest. Participants who post an eligible photo will receive a reply from TINCUPWhiskey via its Instagram social media account with any additional clue(s) and/or hint(s) related to the hidden location for that associated Period. **NOTE:** you must be an active holder of a non-private Instagram account (*holders of private accounts may not enter using this method*). If you do not have the Instagram application, you may download it through the application store on your mobile device. The Instagram application is free, and Instagram's Terms of Use apply. For details, visit <http://instagram.com/legal/terms/>. Submitted photo submissions/posts will appear on Instagram under the associated hashtag. If you participate using a mobile device on a wireless service provider's network (as opposed to a Wi-Fi network), your carrier's text and data rates will apply. You should consult your wireless service provider's pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier.

A total of three (3) Gold Cups will be hidden in containers by Sponsor at designated destinations located within the contiguous United States (*i.e., excluding Alaska or Hawaii*). The date, time and location that each container with a Gold Cup will be hidden shall be as solely determined and designated by Sponsor. Each container and Gold Cup shall be hidden in a location accessible to the public, and shall be hidden on Public Private land (*i.e. land that is accessible to the public by owned by private entities, who Sponsor has received permission from private land owner for use in this Contest*). Please see criteria and requirements below regarding participation in the hunt to find a hidden Gold Cup, including Leave No Trace principles. Hidden locations shall be in plain view, meaning there shall be no digging, climbing or disturbance required to any land or property in order to locate a container or Gold Cup.

For each hidden Gold Cup, a total of six (6) clues (each a "Clue") will be provided by Sponsor to provide participants the opportunity to determine the location where a Gold Cup has been hidden and can be found. Clues to the location where each Gold Cup has been hidden and can be found shall occur as follows:

- Period #1 (Gold Cup #1): Clues to the location where Gold Cup #1 will be hidden shall occur as follows:
  - Clues shall be released on Sponsor designated dates scheduled to occur between April 15, 2022 – April 30, 2022. Actual clue release dates subject to change at Sponsor's sole discretion.
  - NOTE: April 29, 2022 shall be the first opportunity for an eligible participant to find and claim the first Gold Cup and associated prize award.
  - Last date to submit a valid prize claim for Gold Cup #1 shall be July 4, 2022.
- Period #2 (Gold Cup #2): Clues to the location where Gold Cup #2 will be hidden shall occur as follows:
  - Clues shall be released on Sponsor designated dates scheduled to occur between May 13, 2022 – May 21, 2022. Actual clue release dates subject to change at Sponsor's sole discretion.
  - NOTE: May 20, 2022 shall be the first opportunity for an eligible participant to find and claim the second Gold Cup and associated prize award.
  - Last date to submit a valid prize claim for Gold Cup #2 shall be July 4, 2022.
- Period #3 (Gold Cup #3): Clues to the location where Gold Cup #3 will be hidden shall occur as follows:
  - Clues shall be released on Sponsor designated dates scheduled to occur between May 27, 2022 – June 11, 2022. Actual clue release dates subject to change at Sponsor's sole discretion.
  - NOTE: May 30, 2022 shall be the first opportunity for an eligible participant to find and claim the third Gold Cup and associated prize award.
  - Last date to submit a valid prize claim for Gold Cup #3 shall be July 4, 2022.

**Additional Participation Requirements:** Participants in the Contest are required to follow all local regulations and laws while participating in the Contest. Any participant who is determined to have violated any local regulation or law shall be disqualified and ineligible to claim any prize. If a participant has been determined as a potential winner, then determined to have violated any requirement in these Official Rules, or violated any local regulation or law, they shall be required to forfeit the prize award, and no alternate prize award or compensation shall be provided.

Sponsor reserves the right to, in its sole and absolute discretion, disqualify any participant for any reason that it considers to not be appropriate for, or in violation of, the Contest. Participation restrictions include, but are not limited to, the following requirements:

- No one under the age of twenty-one (21) may participate or assist any participant in the Contest;
- Participants are solely responsible for any and all costs associated with participation including but not limited to transportation, fuel, accommodations, parking fees, meals or any incidental costs;
- Participants shall not consume any alcoholic beverages during their participation in searching for a hidden container and Gold Cup;
- Participants agree to adhere to the 'Leave No Trace' principles as made available on the TINCUP Instagram page or at <https://lnt.org/>.
- Any participant who damages any property, or is destructive to any land or property during their participation shall be disqualified;
- Any participant partaking in any activity deemed to be considered unlawful, harmful, threatening, violent, abusive, harassing, tortuous, defamatory, vulgar, libelous, invasive of another's privacy or property, hateful, or racially, religiously, ethnically or otherwise objectionable in any manner as solely determined by Sponsor shall be disqualified;
- Only the first eligible participant to find and be in sole possession of the container with a Gold Cup shall have the rights to submit the prize claim. Any other individual who attempts to take or claim, or takes the container and Gold Cup from the first participant who found and possessed the container, shall be disqualified and ineligible to claim the prize. In the event of a tie or dispute of any kind, any Sponsor representative that is present when the container and Gold Cup is found, shall be the sole determinant of which participant first found and solely possessed the container and Gold Cup. In the event the representative is not able to determine which participant was the first individual to find and solely possess the container and Gold Cup, Sponsor reserves the right to determine the potential winning participant via a random selection.
- Participants agree to be video recorded, and Sponsor reserves the right to video record the winning location, all related activities by any participant and the participant who finds a container and Gold Cup, and to utilize such video to verify compliance with each of the participation requirements outlined in these Official Rules and for publicity purposes as outlined below. Video may be recorded at the hidden location and within the container to record the participant who opens the container to reveal the enclosed Gold Cup.

**By participating, you affirm that you have read and accepted these Official Rules.** The laws of the U.S. apply to and govern this Contest and any claims must be raised and resolved in the U.S. Any information collected by registering and entering the Contest shall be used only in a manner consistent with these Official Rules and with Sponsor's Privacy Policy. By participating in the Contest, each entrant agrees that s/he may be contacted, recorded, interviewed and/or broadcasted by Sponsor, and that his/her comment, interview, video, post(s) and/or prize claim submission may be used, promoted, released, broadcasted or published by Sponsor in any manner related to the promotion or advertising of the Contest.

#### **How to Win – Finding a TINCUP Whiskey Spirit of Adventure Gold Cup & Submitting a Prize Claim:**

- **There is a maximum of one (1) prize award per person or household during the entire Contest Period. Once an individual or household has claimed a prize, they are not eligible to participate or submit any additional prize claim.**
- **In the event any container or Gold Cup goes unclaimed, following the contest end date on July 4, 2022 all remaining unclaimed prizes shall be forfeit and shall not be awarded.**

In order to be determined as a potential winner and submit an associated prize claim, an eligible participant must be the first individual to locate and be in possession of a valid Gold Cup, then follow the provided instructions to verify eligibility and claim the prize.

Upon finding a Gold Cup, each entrant must follow the provided instructions within the container:

- Participants must unlock the container by entering the correct code revealed by following the clues for that Gold Cup to unlock the container in which the Gold Cup is hidden;
- Immediately upon discovery, the participant must unlock the box in the approximate location where it was found, scan the QR code on the instructions provided within the container using your mobile device, then enter the unique PIN code printed on the cup, and complete the required online registration fields including the participants name, valid email address, phone number (*including area code*), address (*including city, state and zip*), date of birth and any other information requested on the Contest website.

- Each potential winning participant shall also be required to submit an image of the Gold Cup found within the container.

Any participant who fails to immediately claim the prize upon discovery per the requirements outlined above, or removes the container and associated Gold Cup from the approximate vicinity in which it is found, prior to completing the prize claim requirements as outlined above, shall be disqualified.

The eligible participant who submits a prize claim shall be designated as a **potential prize winner**, subject to verification of eligibility, and compliance with these Official Rules. Only the entrant who finds the container with a Gold Cup and is the first entrant to submit the online claim shall be eligible to claim the prize award. All other participants are disqualified.

Following submission of an eligible prize claim, each potential prize winner will be contacted via phone and/or email by Administrator. If the Administrator is unsuccessful in its attempt to reach the potential prize winner or winner fails to respond as instructed within forty-eight (48) hours of the initial notification attempt to the phone number and/or email address associated with that entrant's prize claim, then that entrant may be disqualified, and Sponsor reserves the right to hide a replacement container and Gold Cup for that associated prize, in its sole discretion (time permitting).

During prize winner verification process, the potential prize winner must confirm their eligibility, and indicate their willingness to accept the prize award (see below). If a potential winner does not meet the eligibility requirements, is unable or unwilling to accept the prize or elects to decline the prize, s/he will be disqualified and, at Sponsor's discretion and time permitting, Sponsor reserves the right to hide a replacement container and Gold Cup for that associated prize. Any disqualified entrant will not receive any alternate prize substitution or compensation.

**Decisions of the Sponsor and Administrator in the selection and determination of all prize winners and all matters relating to this Contest are final and binding.**

Each prize winner shall be required to: (1) complete and submit, within three (3) days of notification, a prize acceptance form, including affidavit of eligibility and liability/publicity release (where permitted) and a W-9 form; (2) may be required to present a copy of a valid driver's license or government issued photo ID and valid social security card as a condition of participating or receiving any prize; and (3) pay all applicable taxes (including, but not limited to, all local, state and federal taxes) on their respective prize award, and will be issued a 1099 form reflecting the value of the prize award.

Each entrant must submit a prize claim on his/her own behalf. Any prize claim submitted on behalf of another individual or using another person's name, Instagram account, or providing any false information, fake accounts or duplicate accounts will be disqualified and ineligible to claim any prize. All prize claims must include all required information. Any prize claim with incorrect, incomplete or illegible information or other inaccurate information will be disqualified. Sponsor, Administrator and their respective equity holders, owners, partners, members, directors, managers, officers, employees, consultants, contractors, lenders, advisors, sponsors, volunteers, insurers, agents, attorneys, representatives, successors and assigns ("Released Parties") are not responsible for lost, late, misdirected, incorrect, illegible, incomplete, invalid, unintelligible or damaged prize claim submissions, or for any prize claim submitted in a manner that is not expressly allowed under these Official Rules, or for any prize claim not submitted or received due to any technical error or failure, human error, unauthorized human intervention, inaccurate capture or mis-entry of any required information, failures, omissions, interruptions, deletions, or defects of any phone or cellular phone provider, network computer online systems, computer equipment, servers or software, including any injury or damage to entrant's or any other person's computer relating to or resulting from participation in this Contest; or the failure to capture any such information or effects of hackers or failure of any electronic equipment, computer, phone line or cellular transmissions and/or network connections; all of such prize claims will be disqualified.

In the event of a dispute as to any prize claim, the name and authorized account holder of the email address used to submit the prize claim, and associated with the prize claim will be deemed to be the participant and s/he must be eligible according to these Official Rules. The "authorized email account holder" is the natural person assigned an email address by an internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Proof of being the authorized account holder may be required.

**By participating and submitting a prize claim, entrants agree that Sponsor and participating parties are authorized to contact them via email, mail, phone, Instagram message or any other form of media to make entrants aware of information pertinent to the Contest, and to distribute information regarding the Sponsor(s) featured products, special events or promotional offers. Entrants may opt-out of any further email communication at any time by simply replying REMOVE to any email message, or following the provided opt-out instructions. Any available opt-in opportunities are not required to enter the Contest, and checking the opt-in boxes will not improve your chances of winning.**

**Representation and Release of Publicity Rights:** By participating, each participant agrees that any video, photographs and/or interviews related to their participation shall become the sole and exclusive property of Sponsor, and Sponsor may publish, display, promote or utilize the content, comments, interview and/or photo or video in any manner of its choosing in relation to the promotion or advertising of the Contest or Sponsor. Participation in the Contest, and any associated comments, posts, interviews and/or photo or video constitutes permission for the Sponsor and its designees to use that entrant's comment, post(s), interview, photo, video, name, city and state of residence and/or likeness for purposes of advertising and trade in any and all media now or hereafter known worldwide in perpetuity without limitation or further compensation, notification or permission, unless prohibited by law.

Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with or abuse the participation process and/or the Contest claim website in any way or who is otherwise in violation of these Official Rules, as determined by Sponsor or the Contest judges appointed by Sponsor in their sole and absolute discretion. Any questions regarding the eligible participant and any associated prize claim shall be determined by Sponsor in its sole discretion. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY PROPERTY, NATURAL ENVIRONMENT, CONTEST WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**Grand Prize Award (maximum three (3) grand prize winners):** Each eligible participant designated as a grand prize winner shall be awarded:

- A Gold Cup found by the participant with an approximate retail value ("ARV") of \$100;
- TINCUP Whiskey branded merchandise, consisting of the merchandise items as solely determined and designed by Sponsor, with an ARV of \$100;
- \$10,000 cash prize, awarded in the form of a check made payable ONLY to the eligible winner who submitted the claim and was verified by Sponsor as a winner.

ARV of each grand prize: \$10,200. Total ARV of all available grand prize awards: \$30,600.

NOTE: for purpose of clarity, the cash prize shall be awarded only to the actual eligible participant who completed and submitted the prize claim, and was verified by Sponsor as a winner. No portion of the cash prize award shall be awarded directly by Sponsor to the other person who participated or assisted the winning participant in the Contest.

**General Prize Conditions:** **No alcoholic beverage is part of any prize award.** Prize award shall be shipped to winner via the Sponsor designated shipping carrier. Allow eight (8) to twelve (12) weeks for prize delivery. Once shipped, the prize shall be considered delivered and Sponsor shall have no responsibility for any shipment that is delayed, damaged, lost, misdelivered or stolen, or for any incorrect shipping address provided by winner. In the event of any delivery issues, prize award shall not be replaced or substituted with any alternate prize award or compensation. Winner shall look solely to shipping carrier for any lost, damaged, misdelivered, stolen or delayed shipment.

All other costs and expenses related to prize acceptance, delivery, redemption or use not specified herein as being provided are the sole responsibility of winner. All income, federal, state and local taxes are the winner's sole responsibility. All prizes are awarded as is, without any warranty, express or implied, by Sponsor. All prize awards are non-transferable and no cash redemption or prize substitution allowed, except at Sponsor's sole discretion or as provided herein. Sponsor reserves the right to substitute a prize with one (1) of comparable or greater value, at its sole discretion. Failure to collect or properly claim prize in accordance with these Official Rules will result in forfeiture of the prize. If forfeited for any reason, entrant will not receive any other prize

substitution or compensation, and the prize will remain the property of Sponsor and will not be awarded, except as provided herein. All properly claimed prizes will be awarded. Any unclaimed prizes will not be awarded.

**Additional Rules & Restrictions:** By participating, entrants agree to abide by and be bound by the Official Rules and the decisions of the Sponsor and Administrator, which shall be final in all matters relating to this Contest. In the event an entrant wins a prize, and is later found to be in violation of these Official Rules, he/she will be required to forfeit the prize or to reimburse Sponsor for the stated ARV of the prize if such violation is discovered after winner has used the prize. Participation in the Contest constitutes permission for the Sponsor and its designees to use entrants' names, cities and states of residence and/or likenesses for purposes of advertising and trade in any and all media now or hereafter known worldwide in perpetuity without limitation or further compensation, notification or permission, unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for any prize.

By participating, entrants agree to hold all Released Parties harmless from any claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including, but not limited to, personal injury or death), damages, losses, loss of personal property, or expenses arising out of or relating to entrant's participation in this Contest, or the acceptance, possession or use/misuse of any prize, or participation in prize-related activities (including, but not limited to, travel or activity related thereto), and to assume all liability therefor.

Released Parties shall not be liable to winner or any other person for failure to supply the prize or any part thereof by reason of any Force Majeure Event (as defined hereafter). The term "Force Majeure Event" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other labor or industrial disturbances; acts of public enemies; war; cyber-attack; orders or restraints of any kind from any governmental, civil or military authority or from any of its departments, agencies or officials (except when such governmental action results from a party's failure or refusal to comply with any applicable law, rule, or regulation); insurrections; riots; power failure or surges; landslides; earthquakes; fires; storms; lightning; droughts; floods; explosions; pest damage; viruses; plagues; diseases; epidemics; pandemics; acts or omissions of communications or other carriers; and any other cause or event not reasonably within the control of the Released Parties.

Entrants are restricted to use of ordinary and typical computer equipment, mobile phone equipment, internet access and cellular networks. Sponsor disclaims all liability for the inability of an entrant to complete or continue an entry due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Sponsor's control (including, without limitation, a Force Majeure Event), or otherwise. Sponsor disclaims any liability for entries not received due to technical difficulties or transmission errors. Sponsor disclaims all liability for any delays, mis-delivery, loss or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. Released Parties are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Contest, and any injury or damage to entrant's or any other person's computer or mobile phone related to or resulting from participating in or downloading any information necessary to participate in the Contest. Released Parties are not responsible for any other errors of any kind, whether computer, technical, typographical, printing, human or otherwise, relating to or in connection with the Contest, including, without limitation, errors which may occur in connection with the printing or advertising of this Contest, administration or execution of the Contest, the cancellation of the Contest, the processing of entries or in the announcement of the prizes or prize winners. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the Contest website.

Sponsor reserves the right to cancel, modify, or terminate the Contest for any reason, including, but not limited to, fraud, misconduct, regulatory requirement, Force Majeure Event or as required by applicable law, or if any technical failures, internet difficulty or programming error destroy or threaten the integrity of the Contest, in the opinion of the Sponsor/Administrator, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Contest as determined by Sponsor/Administrator, in their sole discretion. In the event of early termination of the Contest, Sponsor reserves the right to determine any prize winners from among all eligible, non-suspect entries received as of the time/date of such termination.

Except where prohibited, participation in the Contest constitutes each winner's consent to Sponsor's, Administrator's, and their agents' use of each winner's name, likeness, photograph, voice, quotes, statements, opinions, biographical information and/or hometown and state for promotional purposes in any media now known or hereinafter invented, worldwide, without further payment or consideration.

**IN CASE OF DISPUTES:** By participating in this Contest, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or in connection with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of New York in the County of New York; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, and in no event shall entrant be entitled to receive attorneys' fees or other legal costs; and, (3) under no circumstances, shall 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with this Contest, shall be governed by, and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New York.

**DISCLAIMER OF WARRANTIES:** SPONSOR IS PROVIDING THE CONTEST ON AN "AS IS" AND "AS AVAILABLE" BASIS. SPONSOR DOES NOT REPRESENT OR WARRANT THAT THE CONTEST OR THE TECHNOLOGY USED TO PROVIDE IT: (1) WILL BE UNINTERRUPTED OR SECURE; (2) WILL BE FREE OF DEFECTS, INACCURACIES OR ERRORS; OR (3) WILL MEET YOUR REQUIREMENTS OR ENABLE YOU TO PARTICIPATE IN IT. THE RELEASED PARTIES MAKE NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THESE OFFICIAL RULES, AND HEREBY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT.

**Odds:** Odds of winning are dependent upon the total number of participants in each Contest Period, and the skill of participant in solving the clues.

**Official Rules & Winners List:** For a copy of these Official Rules, send a self-addressed stamped envelope to be received by August 31, 2022 to: Tincup Mountain Whiskey Spirit of Adventure Contest, c/o Million Dollar Media, P.O. Box 278, Woodbridge, NJ 07095.

*This Contest is not affiliated with or sponsored, sanctioned or endorsed by or in any way in association with Instagram. Instagram has no liability or responsibility for any claim arising in connection with this Contest or any prize(s) awarded in connection therewith.*

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Please drink TINCUP® Whiskey responsibly.**