

Pacifico Clara® Gear Up with Pacifico Sweepstakes 2021
Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: The Pacifico Clara® Gear Up With Pacifico Sweepstakes (the “Sweepstakes”) is open only to legal U.S. residents residing in the state(s) of Connecticut, Delaware, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island or Vermont (“Eligibility Area”) who are at least twenty-one (21) years old at the time of entry. Persons in any of the following categories are not eligible to participate or win a prize: (a) persons who are employees or agents of Crown Imports LLC, Administrator (as defined below), their respective parent companies, affiliates, divisions, subsidiaries, suppliers, distributors and the service agencies or independent contractors of any of the above organizations; (b) suppliers, distributors or retailers of alcohol beverage products; (c) individuals engaged in the development of, the production or distribution of materials for, or the implementation of this Sweepstakes; or (d) employees of, persons in the immediate family of, or persons living in the same household as any person in any of the preceding categories. Subject to all applicable federal, state, and local laws and regulations. Void outside Eligibility Area and where prohibited. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s and Administrator’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Crown Imports LLC, 131 South Dearborn Street, Chicago, IL 60603. **Administrator:** AYC Media, PO Box 986, 425 Fayette Street, Conshohocken, PA 19428.

3. Timing: The Sweepstakes begins on January 15, 2021 AM Eastern Time (“ET”) and ends on February 28, 2021 at 11:59 PM ET (the “Promotion Period”). Administrator’s computer is the official time-keeping device for the Sweepstakes.

4. How to Enter: There are two (2) ways to enter: (a) go to www.gearuppacifico.com and follow the instructions to be entered into the Sweepstakes; (b) During the Promotion Period, locate and scan the Quick Response (“QR”) code on sponsor branded advertising materials using your web-enabled wireless device equipped with a QR code reader application (downloadable for free via the internet) to be taken to a website where you may follow the instructions to be entered into the Sweepstakes. Limit: One (1) entry per person per calendar day (for purposes of this Sweepstakes, a “calendar day” is defined as beginning at 12:00 AM ET and ending at 11:59 PM ET on any one (1) calendar date). Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different addresses, identities or registrations, or any other methods will void that entrant’s entries and that entrant may be disqualified. Use of any automated, robotic, repetitive, programmed or similar entry methods or agents to participate is prohibited and will result in disqualification. Facsimile and mechanically reproduced entries will not be accepted. Sponsor is not responsible for lost, late, incomplete, illegible, invalid, unintelligible or misdirected Entries, which will be disqualified. In the event of a dispute as to any participation by (a) online entry, the authorized account holder of the email address used to enter, if any, will be deemed to be the entrant. The “authorized account holder” of the email address” is the natural person assigned an email address by an Internet access provider, online service provider or other organization (e.g. business, educational institution, etc.) responsible for assigning email addresses for the domain associated with the submitted address. The potential winner may be required to show proof that he/she is the authorized account holder. All entries submitted become the sole property of Sponsor and will not be returned. Entries will not be judged but must adhere to the entry guidelines indicated herein, as determined by Sponsor/Administrator in their sole discretion.

5. Timing, Available Prizes & Approximate Retail Values (“ARVs”):

Entry Period	Entry Period Start (all 12:00 AM ET)	Entry Period Deadlines (all 11:59 PM ET)	Approximate Draw Date / Winner Notification Date	Available Prizes & ARVs (See additional prize information below.)
1.	1/15/2021	1/19//2021	1/20/2021	<ul style="list-style-type: none"> Two (2) First Prizes, consisting of one (1) Pacifico branded beanie; one (1) pair Pacifico branded ski gloves and one (1) Pacifico branded backpack (ARV \$214.00)
2.	1/20/2021	1/24/2021	1/25/2021	<ul style="list-style-type: none"> Two (2) First Prizes, consisting of one (1) Pacifico branded beanie; one (1) pair Pacifico branded ski gloves and one (1) Pacifico branded backpack (ARV \$214.00)
3.	1/25/2021	1/29/2021	1/30/2021	<ul style="list-style-type: none"> Two (2) First Prizes, consisting of one (1) Pacifico branded beanie; one (1) pair Pacifico branded ski gloves and one (1) Pacifico branded backpack (ARV \$214.00)
4.	1/30/2021	2/3/2021	2/4/2021	<ul style="list-style-type: none"> Two (2) First Prizes, consisting of one (1) Pacifico branded beanie; one (1) pair Pacifico branded ski gloves and one (1) Pacifico branded backpack (ARV \$214.00)
5.	2/4/2021	2/8/2021	2/9/2021	<ul style="list-style-type: none"> Two (2) First Prizes, consisting of one (1) Pacifico branded beanie; one (1) pair Pacifico branded ski gloves and one (1) Pacifico branded backpack (ARV \$214.00)
6.	2/9/2021	2/13/2021	2/15/2021	<ul style="list-style-type: none"> Two (2) First Prizes, consisting of one (1) Pacifico branded beanie; one (1) pair Pacifico branded ski gloves and one (1) Pacifico branded backpack (ARV \$214.00)
7.	2/15/2021	2/19/2021	2/22/2021	<ul style="list-style-type: none"> Two (2) First Prizes, consisting of one (1) Pacifico branded beanie; one (1) pair Pacifico branded ski gloves and one (1) Pacifico branded backpack (ARV \$214.00)
8.	2/22/2021	2/28/2021	3/1/2021	<ul style="list-style-type: none"> Two (2) First Prizes, consisting of one (1) Pacifico branded beanie; one (1) pair Pacifico branded ski gloves and one (1) Pacifico branded backpack (ARV \$214.00)
9.	1/15/2021	2/28/2021	3/1/2021	<ul style="list-style-type: none"> One (1) Grand Prize, consisting of one (1) Pacifico branded snowboard; one (1) Pacifico branded beanie; one (1) pair of Pacifico branded ski gloves; one Pacifico branded wireless speaker; one (1) Pacifico branded water bottle and one (1) \$200.00 gift card. Terms and conditions on gift card apply. (ARV \$742.00)

Prizes: Prizes subject to availability. Each Grand Prize winner is solely responsible for all other expenses not specifically set forth herein, including but not limited to surcharges, service charges, shipping and handling, taxes, and other incidentals and items of a personal nature. Prizes consist of only the items specifically listed as part of the prize. Prizes details not specified herein shall be determined solely by Sponsor. Prizes are awarded “as is” with no warranty or guarantee, either express or implied. **No alcohol is awarded in any prize.** Resale of prize(s) is prohibited. Sponsor is not responsible for lost, stolen or mutilated prizes, in which event the prize is forfeited in its entirety, Sponsor will have no obligation to award compensation in lieu thereof and no substitution will be provided except as in Sponsor’s sole discretion. Approximate Retail Value (“ARV”) of each Grand Prize: \$742.00 total; First Prize: \$214.00 total. Actual value may vary. Sponsor is not responsible for and winner will not receive any difference between the actual value and ARV of a prize. In the event that an insufficient number of eligible entries are received to award all available prizes, Sponsor is not obligated to award remaining prizes and no additional random drawings will take place. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor’s sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. In the event of prize unavailability, if the

Sweepstakes becomes impossible or commercially unreasonable to administrate, or any other reason in Sponsor's sole discretion, Sponsor reserves the right to cancel, postpone, or modify (in whole or in part) the Sweepstakes. Winner(s) are responsible for all taxes and fees associated with prize award, receipt and/or use. Failure to pick-up or use prize does not relieve winner of his/her tax obligations associated with acceptance of a prize. Sweepstakes winnings will be reported to the Internal Revenue Service and winner can expect to receive a 1099 tax form for prizes which total more than \$600.00 for the year. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period. Total ARV of all prizes: \$4,166.00 (\$390.00 snowboard; \$25.00 per beanie; \$89.00 per gloves; \$20.00 per speaker; \$18.00 per water bottle; \$200.00 gift card and \$100.00 per backpack). Limit one (1) prize per entrant.

6. Random Drawing(s): Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winner(s) are final and binding in all matters related to the Sweepstakes. Administrator will select the potential Sweepstakes winner(s) in a random drawing from all eligible entries received during the applicable Entry Period, on or about the dates listed above in Section 5, from among all eligible entries received by the end of each Entry Period Deadline. Non-winning entries will carry-over into subsequent Entry Period drawings. The potential winner(s) will be notified by mail, email or phone on or about the first business day following the random drawing in which they were selected. Each potential winner of prizes valued at or greater than \$25.00, will be required to sign and return to Sponsor/Sponsor's representative, within three (3) calendar days of the date notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release (a written "Affidavit") in order to claim his/her prize and each potential winner of prizes valued at less than \$25.00, will be required immediately upon notice or attempted notice is sent to attest by telephone (which Entrant agrees may be recorded by Sponsor, Administrator or their designees) to his/her eligibility to participate in the Sweepstakes, consent to and compliance with these Official Rules (including but not limited to the Releases set forth in Sections 7 and 8 below) and all applicable regulations (an oral "Affidavit"). In the event that (i) a potential winner cannot be contacted, (ii) potential winner fails to sign (when required) and return the Affidavit within the required time period, (iii) either the prize notification or prize are returned as undeliverable, or (iv) the prize is declined for any reason, will result in disqualification without further notice and potential winner forfeits prize. Potential winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor, in its sole discretion, may select an alternate prize winner by random drawing from among all remaining eligible entries.

7. Release: In exchange for the right to participate in the Sweepstakes, the winner(s) agree to release and hold harmless Sponsor, Administrator, and their respective parent companies, subsidiaries, affiliates, divisions, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in or in connection with the Sweepstakes or receipt or use or misuse of any prize. Released Parties are not responsible for technical, hardware, network connections or incomplete or delayed computer transmissions, regardless of cause. The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

8. Publicity: Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its 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.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules, any other promotion or applicable

law, or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. Limitations of Liability: The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software whether originating with entrant, Sponsor, or any third party; (c) unauthorized human intervention in any part of the entry process or the Sweepstakes; (d) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (e) late, lost, undeliverable, misdirected, illegible, damaged, incomplete, incorrect, stolen, or postage due entries/mail; or (f) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, unless it is not possible to award another entry due to the date of discontinuance for any or all of the prizes offered herein. In the event of a discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance, and in no event will more than the stated number of prizes be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

11. Disputes: THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF ILLINOIS, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes and/or accepting an awarded prize, each entrant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Sweepstakes shall be resolved individually, without resort to any form of class action, exclusively before a court located in Cook County, Illinois, having jurisdiction. Further, in any such dispute, under no circumstances will entrant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., evidenced costs associated with entering this Sweepstakes), and entrant further waives all rights to have damages multiplied or increased.

12. Entrant's Personal Information: Information collected from entrants is subject to Sponsor's privacy policy, available at <https://www.cbrands.com/privacy-policy> ("Privacy Policy"). By entering this Sweepstakes, each entrant confirms that he/she has read, agrees to and accepts Sponsor's Privacy Policy.

13. Winner List: For the names of the prize winners of prizes with values greater than \$25.00, send a self-addressed, stamped envelope by April 2, 2021 to: [AYC Media, PO Bo 986, 425 Fayette Street, Conshohocken, PA 19428](#).

Discover responsibly™. Pacifico Clara® Beer. Imported by Crown Imports, Chicago, IL

**WINNER'S AFFIDAVIT OF ELIGIBILITY
AND
RELEASE OF LIABILITY/PUBLICITY**

I, _____, have submitted valid materials for participation in the Pacifico Clara® Gear Up with Pacifico Sweepstakes 2021 (the "Sweepstakes").

I hereby represent that neither I nor any members of my family are or ever were employees (or IRS listed dependents) of Crown Imports LLC ("Crown"), AYC Media, their respective parent companies, affiliates, divisions, subsidiaries, suppliers, distributors, or the service agencies or independent contractors of any of the above organizations, or any suppliers, distributors or retailers of alcoholic beverages, or any company engaged in the development, production or distribution of any of the Sweepstakes participative materials.

I further represent that any and all materials submitted by me were obtained through authorized and legitimate channels and that I have complied with the Official Rules of the Sweepstakes and all applicable regulations and that I have perpetrated no fraud or deception in entering the promotion or claiming my prize.

In the event that the material submitted by me is verified and I am thereby a winner, Crown has my permission to publicize this fact with State and Federal agencies requiring the same without further compensation therefor. I also understand and agree that I will be solely responsible for all local, State and/or Federal taxes, fees and license charges levied upon any prize which may be awarded to me under this Sweepstakes.

I represent and warrant that I am twenty-one (21) years of age or older at the time I submitted my entry in the sweepstakes and shall provide Crown with government issued identification upon request.

In exchange for the right to participate in the Sweepstakes, I agree to release and hold harmless Sponsor, Administrator, and their respective parent companies, subsidiaries, affiliates, divisions, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each such company's officers, directors, employees and agents from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in or in connection with the Sweepstakes or receipt or use or misuse of any prize.

I hereby grant Crown, and those authorized by Crown, absolute permission to my name, likeness, photograph, voice, quotes, statements, opinions, biographical information and/or hometown or state in the advertising and/or promotion of its products in any media now known or hereinafter invented, in perpetuity worldwide, without further payment or compensation or approval by me.

_____ SIGNATURE	_____ DATE
_____ STREET ADDRESS	_____ CITY & STATE ZIP CODE
_____ SOCIAL SECURITY NUMBER	(____) _____ HOME PHONE
STATE OF _____	COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____

_____, 2021.

(SEAL)

NOTARY