

Official Rules for the 2021 Summer with Patrón Contest

No Purchase Necessary. A Purchase Will Not Increase Your Chances Of Winning.

1. **Eligibility:** The Contest is divided into three (3) Entries Periods, as set forth below. Entry Period 1 is open only to legal residents of the United States and the District of Columbia (**excluding Maryland**) who are at least twenty-five (25) years old. Entry Periods 2 and 3 are open only to legal residents of the United States and the District of Columbia (**including Maryland**) who are at least twenty-five (25) years old. Employees of PrizeLogic, LLC (“Administrator”), Bacardi U.S.A., Inc. (“Sponsor”), or any of other alcohol beverage company, their distributors, wholesalers, retailers (including bartenders/staff), or licensees, as well as the immediate family (spouse, parents, siblings, and children) and household members of those employees, are not eligible to enter.
2. **Entry Periods:** The Contest will include three (3) Entry Periods:
 - a. Entry Period 1 starts at 12:00 AM CT on June 21, 2021 and ends at 11:59 PM CT on July 7, 2021.
 - b. Entry Period 2 starts at 12:00 AM CT on July 8, 2021 and ends at 11:59 PM CT on August 4, 2021.
 - c. Entry Period 3 starts at 12:00 AM CT on August 5, 2021 and ends at 11:59 PM CT on September 7, 2021.
3. **How to Enter:**
 - a. **Create Your Entry:** Take a photo of how you will be enjoying your summer in style with a cocktail in hand (your “Entry”). To the extent that other people are depicted in your Entry, they must all be at least twenty-five (25) years old and have given you permission to appear in the Entry. You may — *but are not required to* — include Patrón Tequila in your Entry. You may not, however, feature any competing brands of alcoholic beverages. Please see the “Content Requirements” Section below for additional requirements.
 - b. **Content Requirements:** Your entry may not: (a) be targeted to people under twenty-one (21) years old; (b) encourage, condone, promote, or glamorize under-age, excessive, or irresponsible consumption of alcohol products, drunk driving, or any behavior considered to be anti-social, illegal, or immoral or suggest that the consumption of beverage alcohol will lead to social or sexual success; (c) feature any trademarks (other than trademarks owned by Sponsor); (d) violate anyone else’s rights, including their copyrights, trademark rights, publicity rights; or (e) contain any content that is otherwise inappropriate, as determined by Sponsor, in its sole discretion. In addition, your Entry must comply with the [Code of Responsible Practices for Beverage Alcohol Advertising and Marketing of the Distilled Spirits Council of the United States, Inc.](#) Sponsor reserves the right to reject any Entry that doesn’t comply with these Official Rules.
 - c. **Submit Your Entry:** Visit www.patrontequila.com/summerwithpatron and follow the instructions to submit your Entry. There is a limit of one (1) entry per person. By entering, you indicate your full agreement to these Official Rules and Sponsor’s decisions regarding

the Contest, which are final and binding. Winning a prize is contingent upon fulfilling all requirements in these Official Rules.

4. **Representations and Warranties:** By entering, you represent and warrant that: (a) the Entry is an original work; (b) you own all rights to the Entry; (c) your Entry does not violate any third party's rights; and (d) to the extent the Entry features any individual other than yourself, each individual is at least twenty-five (25) years old, you have obtained written permission from each individual to grant the rights to Sponsor described in the "Sponsor's Rights to Entries" section below, and you can make written copies of such permissions available to Sponsor upon request.
5. **Sponsor's Rights to Entries:** You do not transfer ownership of your entry by entering the Contest. However, by entering, you grant Sponsor, its agents, licensees, and assigns an irrevocable, perpetual (non-exclusive) right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use your entry as-is or as-edited (with or without using your name) in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from you. Without limiting the generality of the foregoing, Entries may be featured on Patrón's social media channels.
6. **Judging:** Entries will be judged as follows:
 - a. On or about July 12, 2021, a panel of judges selected by Sponsor will select up to ten (10) potential winners from all Entries received during Entry Period 1 based on the Judging Criteria set forth below.
 - b. On or about August 9, 2021, a panel of judges selected by Sponsor will select up to five (5) potential winners from all Entries received during Entry Period 2 based on the Judging Criteria set forth below.
 - c. On or about September 10, 2021, a panel of judges selected by Sponsor will select up to five (5) potential winners from all Entries received during Entry Period 3 based on the Judging Criteria set forth below.
 - d. Judging Criteria: (a) 55% - embodiment of Patrón summer style; and (b) 45% - creativity. The odds of winning depend on the relative performance of each entrant.
 - e. Potential winners who entered on the website will be notified via the e-mail submitted on the entry form. The potential winners will be required to respond to the notifications within 24 hours in order to win. If a potential winner doesn't respond within this time, Sponsor may select an alternate potential winner in his/her place according to the Judging Criteria.
7. **Potential Winner Requirements:** Except where prohibited, a potential winner may be required to complete and return an affidavit of eligibility and a liability/publicity release. If a potential winner fails to sign and return these documents within 48 hours Sponsor may select an alternate potential winner in his/her place according to the Judging Criteria, if time permits.

8. **Prizes:** Twenty (20) winners will each receive a prize package including a Patrón Pool Float, a Patrón Mini Shaker, a Patrón Acrylic Pitcher, two Patrón Acrylic Glasses, a Patrón x DSM Water Bottle, a Patrón x DSM XL Beach Towel, and a Patrón x DSM Tote bag. The approximate retail value of each prize is \$148. Alcohol will not be awarded as part of the prize. A winner is responsible for paying taxes any costs and expenses not specified above. Any prize details not specified above will be determined by Sponsor, in its sole discretion. A prize may not be transferred and must be accepted as awarded. A winner may not request cash or a substitute prize; however, Sponsor reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason, as determined by Sponsor, in its sole discretion. The value of the prize will be treated as income to a winner, and the winner will be responsible for payment and reporting of all applicable taxes.
9. **General Conditions:** In the event that the operation, security, or administration of the Contest is impaired in any way, Sponsor may, in its sole discretion, either: (a) suspend the Contest to address the impairment and then resume the Contest; or (b) award the prizes according to the criteria set forth above from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify and seek damages from any individual who tampers with the operation of the Contest, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication by Sponsor. The Contest is subject to federal, state, and local laws and regulations and is void where prohibited.
10. **Release and Limitations of Liability:** By entering, you agree to release and hold harmless Sponsor, Administrator, their respective parents, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Contest or the processing of entries; or (g) illness, injury, or damage to persons or property. You further agree that in any cause of action, in no event shall the Released Parties be liable for attorney's fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
11. **Privacy and Publicity:** Any information you submit as part of the Contest will be treated in accordance with Sponsor's Privacy Policy. Except where prohibited participation in the Contest constitutes your consent to Sponsor's use of your name, social media handle, Entry, and state of residence for promotional purposes in any media without further payment or consideration.
12. **Disputes:** You agree that any and all disputes, claims, and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Miami-Dade County, Florida. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Florida, without giving effect to any choice of law or conflict of law rules (whether

of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Florida.

13. **Winner Information:** For a list of winners, send a self-addressed stamped envelope to 2021 Summer with Patrón Contest, P.O. Box 251328, West Bloomfield, MI 48325. Requests must be received by September 30, 2021.
14. **Sponsor and Administrator:** The Contest is sponsored by Bacardi U.S.A., Inc., 2701 Le Jeune Road, Coral Gables, FL 33134 and is administered by PrizeLogic, LLC, 25200 Telegraph Rd, Suite 405, Southfield, MI 48033.