

THE FOLLOWING CONTEST IS VOID OUTSIDE THE REMAINING 50 UNITED STATES/DISTRICT OF COLUMBIA (“D.C.”), AND WHEREVER PROHIBITED. DO NOT ENTER THIS CONTEST IF YOU ARE NOT 21 OR OLDER AND A LEGAL RESIDENT OF AND CURRENTLY RESIDING IN ONE OF THE 50 ELIGIBLE STATES OR IN D.C.) SEE FURTHER ELIGIBILITY RESTRICTIONS BELOW. THIS CONTEST WILL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE FEDERAL AND STATE LAW.

HORNITOS® TEQUILA ELEVATOR PITCH CONTEST

OFFICIAL RULES

- 1. NO PURCHASE NECESSARY TO ENTER OR WIN. Making a purchase will not improve your chances of winning.** The Hornitos® Tequila Elevator Pitch Contest (“Contest”) sponsored by Jim Beam Brands Co. (“Sponsor”) begins 9:00 a.m. Central Standard Time (“CST”) on September 18, 2019 and ends at 6:00 p.m. CST on October 16, 2019 (“Contest Period”). The computer clock of Sponsor’s webmaster is the official timekeeping device of the Contest. You may enter the Contest by online entry as described in Rule 3, below. Individuals who participate in the Contest or submit an entry are sometimes referred to herein as an “Entrant.”
- 2. ELIGIBILITY:** This Contest is open to legal residents of the 50 United States and the District of Columbia (“D.C.”) who are 21 years of age or older at the time of entry, except employees, directors, officers and agents of Beam Suntory Inc., its parent, affiliate, and subsidiary companies, distilled spirit wholesalers, distributors, licensed retailers, its advertising and promotion agencies and members of the immediate families or households of any of the above. This Contest shall only be construed and evaluated according to United States law, and submission of an entry constitutes acceptance of the laws of the United States. This Contest is void outside the United States and where prohibited by law.

ENTRANTS MUST BE PRESENT AND AGREE TO TAKE PART IN THE SEMI-FINALIST AND FINALIST ROUNDS TO PARTICIPATE IN THE CONTEST.

3. HOW TO ENTER:

To Enter via Email: Beginning 9:00 a.m. CST on September 18, 2019 and ending 11:59 p.m. CST on October 4, 2019, submit a brief description (300 words maximum) to elevatorpitch@coynepr.com (“Entry”) detailing your entrepreneurial shot-taking idea, how the idea reflects you taking a chance that pushes you out of your comfort zone and why you should be selected to present your proposal at the ‘A Shot Worth Taking’ Elevator Pitch event during Chicago Ideas Week along with your full name, address, city, state, zip code, and day and evening phone numbers (including area code(s)) and date of birth. Entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The “authorized account holder” is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. All email entries must be received by 11:59 p.m. CST on October 4, 2019. No mechanically reproduced or computer-generated entries allowed.

- 4. ENTRY ERRORS/TAMPERING:** Sponsor reserves the right to void all entries made through any third-party web site or service, or through any robotic, automatic, mechanical, programmed or similar entry duplication method, and to disqualify any individual using such a web site/ service or entry method, as applicable. Sponsor is not responsible for: (i) electronic, wireless or digital transmissions or any Entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, or not received by Sponsor or its agents for any reason; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of Entries; (iii) destruction of or unauthorized access to, or alteration of, Entries; (iv) failed or unavailable hardware, network, and/or software; (v) damage to entrant's or any person's computer or wireless device or its contents; (vi) causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Contest; (vii) any Entries submitted in a manner that is not expressly allowed under these Official Rules; (viii) incorrect or inaccurate Entry information whether caused by Entrants or by any of the equipment or programming associated with or utilized in the Contest; (ix) any typographical or other error in the printing or advertising of the offer, administration or execution of the Contest, or in the announcement of prizes or prize winners; (x) malfunctions or interference resulting from illicit, malicious or injurious code (including but not limited to viruses, worms and denial of service attacks); or (xi) cheating or fraud by any Entrant.

All incomplete or non-conforming Entries will be disqualified. All Entries become Sponsor's property and will not be returned.

If for any reason the Contest cannot be executed as planned, including but not limited to any printing, administrative, or other error of any kind, transmission failure, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Contest, or if the Contest is compromised or becomes technically corrupted in any way, electronically or otherwise, Sponsor reserves the right, in its sole discretion, to cancel, modify or terminate the Contest and, if terminated before the original end date, to select a potential winner from among all eligible non-suspect Entries received as of the date/time of termination. Sponsor reserves the right, at its sole discretion, to disqualify and prosecute any individual who tampers with or attempts to tamper with the entry process or who enters using any automatic or programmed entry duplication method.

CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR OTHERWISE CORRUPT THE CONTEST OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

- 5. FURTHER ENTRY CONDITIONS:** Limit one (1) Entry per person during the Contest Period. Valid entries received by the dates and times set forth in Rule 1 will be eligible for the First Round of judging on or about October 7, 2019 (see Rule 6, below, for judging details). If more than one (1) Entry is received per person or phone number, by any means including, but not limited to, establishing multiple cell phone numbers, establishing multiple e-mail addresses, or entering via both e-mail and text all such Entries, and the person/phone number that submitted them, will be disqualified. Proof of submission of an Entry does not constitute proof of receipt of Entry by Sponsor. By entering, Entrants acknowledge their compliance with and agreement to be bound by these Official Rules and the

Sponsor's decisions. Contest Entries must be the original work of the entrant, must not infringe third-party rights, including but not limited to copyrights, trade secret rights, rights of publicity, trademark rights, and must be suitable for publication (i.e., not obscene or indecent in the opinion of the Sponsor, further conditions below). Entrant shall have no right to inspect or approve any subsequent use of the Entry by Sponsor in connection with the Contest. Submission of a Contest Entry constitutes the Entrant's irrevocable waiver of any and all claims Entrant may now or hereafter have in any jurisdiction with respect to the Contest or Sponsor's use of the Entry. Submission of a Contest Entry further constitutes Entrant's representation and warranty that Entrant has the full right and authority to submit a Contest Entry and is not prohibited from submitting an Entry by court order, employment agreement/policy, or any other third-party agreement.

All Entry submissions must comply with the following requirements:

Content Requirements: All Entrants must use caution and common sense in creating their Entry.

THE ENTRY WILL BE RETAINED BY SPONSOR AND WILL NOT BE RETURNED. ENTRANTS WILL RECEIVE NO PAYMENT, ROYALTY OR OTHER COMPENSATION FOR THE USE OF THE ENTRY, EXCEPT FOR THE TWO GRAND PRIZE WINNERS

The Entry must be suitable for publication and compliant with the following content requirements in the sole opinion of the Sponsor:

1. Entry cannot be obscene, defamatory, dangerous, discriminatory, endorse any form of hate or hate group (as determined in the sole discretion of the Sponsor), infringing or otherwise inappropriate or unsuitable for publication to general audiences over the age of twenty-one (21) (as determined in Sponsor's sole discretion);
2. Entry cannot encourage excessive or irresponsible alcohol consumption, link alcohol to any activities that would be dangerous while consuming alcohol, including operating machinery, sailing, skiing, etc.;
3. Entry cannot defame, misrepresent or contain disparaging remarks about any person or entity, including but not limited to the Sponsor or its affiliates, as determined in the sole discretion of the Sponsor;
4. Entry cannot contain any material that may, in the sole discretion of Sponsor, infringe on the intellectual property rights of any third-party, including but not limited to, copyrights, patents, trade secret rights, or trademarks owned by others. Entrants must use their own original material in the creation of the Entry. If an Entry contains any intellectual property, Sponsor may, in its sole discretion, disqualify the Entry from the Contest. In the alternative, Sponsor may ask the Entrant to provide the appropriate legal documentation, as required by Sponsor, that demonstrates the Entrant has received proper permission to use such third-party material in the Entry for all purposes related to this Contest and Sponsor's use of the Entry. Failure to provide appropriate legal documentation, as determined in Sponsor's sole discretion, will result in disqualification of the Entry without notice;
5. Entry cannot advertise or promote any third-party brand or product of any kind or contain any personal identification, including, but not limited to: license plate numbers, personal names, e-mail addresses, phone numbers, or street addresses;
6. Entry cannot contain materials embodying the names, voices, likeness, or other indicia of, or identifying any person, living or dead, unless appropriate permission and releases have been

obtained for the use of such material in your Entry. Failure to provide this documentation upon Sponsor's request will result in disqualification of the Entry without notice

7. Entries cannot be in violation of any applicable federal, state, and/or local laws, rules, and regulations;
8. In addition to the requirements and guidelines above, Entry may not contain obscene or pornographic material, contain defamatory or libelous statements, invade privacy rights, exploit individuals or in any other way violate applicable laws and regulations (as determined in Sponsor's sole discretion).

6. Winner Selection Process and Judging:

- a. **First Round:** On or about October 7, 2019, eligible Contest Entries will be judged by a panel of qualified judges selected by Sponsor who will apply the following criteria in selecting the fifteen (15) Semi-Finalists: entrepreneurial spirit (50%); originality (30%); idea viability (20%). Selected Semi-Finalists will be notified by email on or around October 11, 2019. Semi-Finalists will be invited to elevator pitch their idea to a panel of Chicago Ideas and Hornitos Tequila judges in-person in an elevator of The Stacks at 190 South LaSalle.
- b. **Semi-Final Round:** On October 16, 2019, Semi-Finalists will pitch their idea to the panel of judges in the elevator and will be given the time it takes to get to The Stacks at 190 South LaSalle event space on the 40th floor, approximately forty (40) seconds, to deliver their idea description and convince judges why their idea should be supported by a winning prize grant. The judges will apply the following criteria in selecting five (5) Finalists: entrepreneurial spirit (50%); originality (20%); idea viability (20%); and presentation (10%). The selected Finalists will be notified in-person within The Stacks event space on October 16, 2019. Finalists will be invited to present their idea a second time during the 'A Shot Worth Taking' Elevator Pitch event, this time to both the judges and an audience of Chicago Ideas Week event attendees on October 16, 2019. Elevator pitches to begin at the dedicated elevator leading up to The Stacks at 190 South LaSalle event space at 4:00 p.m. CST and concluding at 4:30 p.m. CST.
- c. **Final Round:** On October 16, 2019, Finalists will be invited to present their idea on stage for the panel of judges and audience at the 'A Shot Worth Taking' Elevator Pitch event ("the Event"). Finalists will be given two (2) minutes maximum to pitch their idea to the panel of judges and audience members. Judging will be conducted by two (2) representatives from the Chicago Ideas network (50%), one (1) representative from Beam Suntory (25%) and the audience as a whole (25%). Finalist pitches to commence in The Stacks at 190 South LaSalle event space at 5:00 p.m. CST, with the winner being announced at 5:45 p.m. CST prior to the event concluding at 6:00 p.m. CST.

i. Final Round Judging

During the Event, the Finalists will be called upon to present their idea on stage for the panel of judges and audience at the 'A Shot Worth Taking' Elevator Pitch event, the judges will apply the following criteria in selecting two (2) Grand Prize Winners: entrepreneurial spirit (50%); originality (20%); idea viability (20%); and presentation (10%) Each Finalist will then be included in a Public Voting round, as described below.

ii. Final Round Public Vote

During the Event, eligible members of the public may vote for their favorite Finalist. Limit one (1) vote per person during the Event ("Public Voting Period"), subject to the voting instructions that will be provided to attendees on a sheet of paper that will detail each of the criteria for which the finalists are being judged on, including but not limited to, the following: voters must be legal residents of one of the 50 United States or D.C. and at least 21 years of age as of the time of voting. Votes that do not comply with the Official Rules or these requirements, or that result from fraud or collusion, may be disqualified in Sponsor's sole discretion. If an entrant is found to have engaged in such fraud or collusion, in Sponsor's opinion, s/he will be disqualified and will not be eligible to win a prize in this Contest.

iii. Final Determination of Grand Prize Winner

In order to determine the Grand Prize Winner, the judges will take into consideration the score each Finalist received in the Final Round Judging round and the number of valid votes each Finalist received during the Public Voting Period. The following weights will be assigned to the judging score and the vote totals: Judging Score - 75 percent (75%); Public Vote totals - 25 percent (25%). On the basis thereof, the judges will determine two (2) Grand Prize Winners, who will be notified at the Event. In the event of a tie, the tied entrant with the highest score in the idea viability criterion in the Final Round Judging round will be deemed the Grand Prize Winner. In case of a tie involving a Wisconsin resident, duplicate prizes will be awarded.

Decisions of the judges are final and binding in all matters relating to this Contest. Grand Prize winner may be announced by news release. Winning is contingent upon fulfilling all requirements of these Official Rules.

7. PRIZES:

Grand Prize: Two (2) Grand prize winners will be selected among all eligible Entrants, in accordance with these Official Rules. The Grand Prize will consist of: Ten thousand dollars (\$10,000.00) USD. Approximate Retail Value "A.R.V." ten thousand dollars (\$10,000.00) USD.

The total value of all awarded Prizes is twenty thousand dollars (\$20,000.00) USD. Any difference between the stated ARV and actual value of prize will not be awarded in any form. Prizes are non-transferable, and no prize substitutions or cash redemptions are allowed except by Sponsor in its sole discretion, or as otherwise provided herein. Sponsor may substitute a prize (or portion thereof) of equal or greater value if an advertised prize (or portion thereof) becomes unavailable for any reason. **All income taxes on prize is the winner's sole responsibility. WINNER WILL BE ISSUED AN IRS FORM 1099 FOR THE VALUE OF THE PRIZE.** Prize will be awarded provided it is claimed properly in accordance with these Official Rules.

8. VERIFICATION/PRIZE CLAIM: Winner must provide positive identification specified by Sponsor to claim a prize. Winner will be required to sign and return an Affidavit of Eligibility, Liability Release,

Limited Trademark License as applicable, and, where permitted by law, Publicity Release without additional compensation within ten (10) business days of notification or the Grand Prize will be forfeited and awarded to an alternate potential winner, time permitting, based on the judging criteria in Rule 6, among all remaining Entries. If prize notification is returned as undeliverable, or if Sponsor, in its sole discretion, deems a potential winner ineligible to receive a prize for any reason, the corresponding prize will be forfeited and awarded to an alternate winner, if applicable and time permitting, from among all remaining entries. Sponsor's decisions will be final, binding and non-appealable in all matters relating to this Contest.

- 9. WAIVER OF LIABILITY:** By participating in the Contest and submitting an Entry, each Entrant agrees to (a) be bound by these Official Rules and by the decisions of the Sponsor, and (b) indemnify, release, defend and hold harmless the Sponsor, its parent company, subsidiaries, affiliates and agencies, and all of their respective members, managers, owners, equity holders, officers, directors, parents, subsidiaries, partners, agents, employees, successors and assigns each of them (collectively, the "Released Parties"), from and against any and all liability for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury (including without limitation emotional distress) and/or death, publicity rights, defamation or invasion of privacy or merchandise delivery arising from or in connection with participation in the Contest or the acceptance, possession and/or use/misuse of a prize (if awarded to him/her) or his/her participation in prize-related activities.

BY ACCEPTING A PRIZE, WINNER ACKNOWLEDGES THAT NONE OF THE RELEASED PARTIES HAS EITHER MADE NOR IS IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO SUCH PRIZE, INCLUDING, BUT NOT LIMITED TO, DAMAGES RESULTING FROM SHIPPING AND HANDLING, LOSS, USE OR MISUSE, THE QUALITY, MECHANICAL CONDITION OR FITNESS FOR A PARTICULAR PURPOSE.

- 10. CONSENT TO PUBLICITY:** Except where prohibited by law, submission of a Contest Entry constitutes the Semi-Finalists', Finalists', and Winners' irrevocable, sub-licensable, absolute right and permission for the Sponsor to use, publish, post or display their name, likeness, statements, biographical information, voice, city and state address, prize information, any quotes attributable to them and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Sponsor's sole discretion) for promotional purposes on Sponsor's website and social media channels, on a worldwide basis, in perpetuity, without further authorization, opportunity to review, approval, notification, or compensation of any kind and each Semi-Finalist, Finalist, and Winner releases Sponsor from any and all liability related thereto. Nothing contained in these Official Rules obligates the Sponsor to make use of any of the rights granted herein and Semi-Finalists, Finalists, and Winners waive any right to inspect or approve any such use.

- 11. DISPUTES/VENUE/GOVERNING LAW:** By participating, Entrants agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with, this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal, state or local court located in the State of Illinois; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Contest, but in no event attorneys' fees; and (c) to the extent allowed by applicable law, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to

claim, punitive, incidental and/or consequential damages and/or any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants' 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 the State of Illinois, without giving effect to any choice of law or conflict of law rules (whether of Illinois or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than Illinois.

12. PERSONAL INFORMATION: Except as otherwise stated in these Official Rules, all personal information collected from Entrants in connection with participation in this Contest will be used only as provided in Sponsor's Privacy Policy, available at www.beamsuntory.com.

13. WINNERS' LIST: A list of the winners will be circulated after the event on October 16, 2019.

14. SPONSOR: Jim Beam Brands Co., 222 W. Merchandise Mart Plaza, Suite 1600, Chicago, IL 60654

Drink Responsibly

Hornitos® Tequila, 40% alc./vol. ©2019 Sauza Tequila Import Company, Chicago, IL

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