

## Moet Hennessy “Maluma 2020” Sweepstake

### SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALCOHOL IS NOT A PART OF THE PRIZE. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW.

BY ENTERING THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, READ CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE RELEASED PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

The Moet Hennessy “Maluma 2020” Sweepstakes (the “**Sweepstakes**”) Begins at 12:01 A.M. ET Tuesday September 1<sup>st</sup>, 2020 and ends at 11:59 P.M. ET on Thursday October 15<sup>th</sup>, 2020 (“**Entry Period**”).

1. **ELIGIBILITY:** Sweepstakes is open only to legal residents who are physically located in one (1) of the fifty (50) United States or the District of Columbia or Puerto Rico (NOT including residents of Utah, all U.S. Territories and Possessions and overseas Military Installations), age twenty-one (**21**) or older at the time of entry. Employees and their immediate family members (defined as spouses, parents, siblings or children) of Moet Hennessy USA, Inc. (“**Sponsor**”), WYNG, (“**Administrator**”) and each of their respective parent companies, affiliates, subsidiaries, retailers, distributors, wholesalers, and advertising and promotion agencies are not eligible. All federal, state, and local laws and regulations apply. Void elsewhere and where prohibited by law. All Entrants (as defined below) agree to be bound by these Official Rules and the decisions of the Sponsor shall be final and legally binding in all respects. All Entrants must release Sponsor, Administrator, and each of their respective parent and affiliated companies and all other businesses involved in this Sweepstakes (“**Released Parties**”), as well as the employees, officers, directors, shareholders, representatives, agents, successors and assigns of each, from all claims, liability, lawsuits, costs, expenses, fees, injuries (including death), losses, and damages relating to their participation, acceptance and use of any Prize (as defined below). Winners assume all liability for any injury or damage, including death caused or claimed to be caused by participation in this Sweepstakes or use or redemption of prize. Winning a prize is contingent on fulfilling all requirements in these Official Rules.

2. **HOW TO ENTER THE SWEEPSTAKES:** The Sweepstakes can only be entered online. The Sweepstakes can be accessed by directly selecting the link or by texting **VIRTUALMALUMA** to 84444. To enter the Sweepstakes each Sweepstakes entrant (“**Entrant**”) must provide a valid email address in the <http://www.hennessy-maluma.com>(the “**Entry Site**”).

During the Entry Period, visit the Entry Site and complete all the required information including age verification (21+), entering a valid email address and agreeing to the Official Rules. All entries submitted through the Entry Site will not be returned or acknowledged. Sponsor is not responsible for

any typographical or other error in the administration of the Sweepstakes or in the announcement of any prize. Should a dispute arise regarding the identity of the Entrant, the authorized account subscriber of said email account at the time of entry will be considered the Entrant. "Authorized account subscriber" as it relates to email is defined as the natural person who is assigned the account by the email provider. Potential winners may be required to show proof of being the authorized email account holder. Sponsor is not responsible for lost, late, damaged or misdirected entries.

**Limit:** One (1) entry per person during the Entry Period. Entrants found using multiple accounts to enter this Sweepstakes will be disqualified. Multiple Entrants are not permitted to share the same online account. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different accounts, identities, registrations and logins, or any other methods will void that Entrant's entries and that Entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification.

By entering Entry via Entrant's mobile device, standard data fees may apply. Entrant should consult Entrant's wireless service provider's pricing plan for details. Entrant agrees to incur any and all charges demanded by Entrant's wireless carrier. Entrant should also check Entrant's device's features for capabilities and check the device manual for specific use instructions.

3. **WINNER SELECTION:** There will be one (1) random drawing in this sweepstakes to be conducted by the Administrator on or about **Friday, October 16<sup>th</sup> 2020** to award one (1) grand prize with one virtual meet and greet with Maluma, fifty (50) second prize winners will be awarded one pair of Maluma headphones, and one hundred (100) third prize winners will be awarded one Spotify code (the "Prize collectively the "Prizes"). Potential winners will be notified at within two (2) calendar days of the drawing. Upon successful completion of all required forms set forth herein, the potential winners will each be a winner ("**Winner**" collectively the "Winners").

Odds of winning depend on the number of eligible entries received during the Entry Period. If the selected Winner is unable to accept a Prize in its entirety for any reason, the selected Winner will forfeit the Prize and the Prize will be awarded to an alternate Winner. All Prizes are guaranteed to be awarded (time permitting), assuming a sufficient number of entries are received.

By accepting a Prize, the Winner irrevocably grant(s) Sponsor the right and permission (except where prohibited by law) to use Winner's name, Prize won, likeness, photograph, voice, address (state) and biographical information in any media throughout the world in perpetuity for purposes of advertising, online posting, promotion and publicity in connection with the Sweepstakes without additional compensation.

#### 4. **PRIZES & APPROXIMATE RETAIL VALUES ("ARV"):**

- **One (1) Grand Prize:** The Grand Prize Winner will receive:
  - Virtual meet and greet with Maluma

The ARV of the meet and greet with Maluma is \$1,500. This is an estimate of the experience's value as it is virtual and cannot be purchased.

- **Fifty (50) Second Prizes:** The Second Prize Winners will receive:
  - One (1) pair of 50 Maluma headphones

The ARV of the Maluma headphones is \$172 each.

- **One hundred (100) Third Prizes:** The third Prize Winners will receive:
  - 100 Spotify codes

The ARV of the Spotify codes is \$9.99 each.

Winner will not receive difference between actual and approximate retail value. Prizes are non-transferable, non-refundable, and no substitutions will be made except as provided herein, in the Sponsor's sole discretion. Prize is not redeemable for cash. Sponsor reserves the right to substitute a particular prize for one of comparable or greater value. Winner is responsible for any and all applicable local, state, and/or federal taxes and fees.

Each Winner is responsible for all applicable federal, state, local sales and income taxes and any costs, expense(s) or fees whatsoever in connection with the Prize not specifically provided herein. If the actual value of a Prize is lower than ARV stated in these Official Rules, the difference will not be awarded in cash. In the event that, for reasons beyond their control and not related to the Winner, the Sponsor or independent third-party company is unable to award any Prize as described in these Official Rules, they will substitute the Prize with another prize of similar nature and equal or greater value at their sole discretion.

ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

5. **WINNERS NOTIFICATION:** Potential Winner will be notified after each random drawing via email, phone or text message. If the potential Winner does not respond to the Winner notification within four (4) calendar days of sent date, it will result in disqualification, and the Prize will be awarded to an alternate potential Winner in a separate random drawing. In the event of any disqualification an alternate potential Winner will be selected.

The Winners will be required to complete, sign, and return an electronic Affidavit of Eligibility and Liability and a Publicity Release and W-9 tax payer request for identification, emailed back within forty-eight (48) hours of receipt or potential Winner will be disqualified. Entrants are responsible for notifying Sponsor of changes in email and/or home addresses. Failure to fully complete, execute and return all required forms specified within this time period may result in the Winner being disqualified. In the event of any such disqualification an alternate Winner will be selected.

Upon timely receipt of the completed Affidavit and Publicity Release Sponsor will confirm selection of the Winner by email.

6. **PRIVACY:** By entering this Sweepstakes, Entrants agree that (notwithstanding anything to the contrary contained in any privacy policy of Sponsor <https://www.hennessy.com/en-us/personal-data-cookies-policy>) any information that Entrants share with Sponsor (including, without limitation, all information included on any entry form) may be used (and disclosed to third parties) by Sponsor for purposes of administration of the Sweepstakes and to communicate with the Entrant in relation to the Sweepstakes. Entrants are providing information to Sponsor.

7. **GENERAL:** Sponsor reserves the right, in its sole and absolute discretion, to disqualify (or terminate the Prize of) any individual who is found to be, or suspected of, acting in violation of these

Official Rules. If for any reason this Sweepstakes is not capable of running as planned, or if this Sweepstakes, the Entry Site, WYNG, or any Website associated herewith (or any portion thereof) becomes corrupted or does not allow the proper playing of the Sweepstakes and processing of entries in accordance with these Official Rules, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by Entrants, fraud, technical failure, or any other causes, in the Sponsors' sole opinion, corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserve the right, at its sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, modify or suspend this Sweepstakes or any portion thereof. In the event Sponsor is prevented from continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, earthquake, explosion, labor dispute or strike, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state, or local government law, order, or regulation, or order of any court or other cause not within Sponsor's control, Sponsor shall have the right to modify, suspend, extend or terminate the Sweepstakes. If a cancellation, termination, modification, or suspension occurs, notification will be posted at the Entry Site. If cancelled, Sponsor reserves the right to conduct a random drawing to award Prizes from among all eligible, non-suspect entries received prior to such cancellation. Sponsor reserves the right to disqualify Entrants who violate these Official Rules or interfere with this Sweepstakes in any manner and terminate such Entrant's eligibility to participate in the Sweepstakes. Any attempt by an Entrant or any other individual to deliberately damage the Entry Site or undermine the legitimate operation of the Sweepstakes is a violation of criminal and/or civil laws and should such an attempt be made, the Sponsors reserve the right to seek damages and other remedies 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.

8. **RELEASE AND LIMITATIONS OF LIABILITY:** By entering, Entrants agree to (i) comply with these Official Rules including all eligibility requirements; and (ii) release, defend, indemnify, and hold harmless Released Parties from any and all liability, claims, actions, injury, death, loss or damage of any kind resulting from participating in this Sweepstakes, from participating in any Sweepstakes-related activity or from the acceptance, use or misuse of any Prize awarded. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrant, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged, misdirected or stolen mail; or (6) 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. The Released Parties are not responsible for misdirected or undeliverable entries or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any typographical/other error in entries, selection announcement or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with this Sweepstakes.

9. SUSPENSION / MODIFICATION / TERMINATION: In the event Sponsor is prevented from continuing with the Sweepstakes by any event beyond its control, including, but not limited to: fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweepstakes by any party, or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control, Sponsor shall have the right to modify, suspend or terminate the Sweepstakes. Sponsor additionally reserves the right, in its sole and absolute discretion: to modify, suspend or terminate the Sweepstakes should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Sweepstakes.

10. DISPUTES: Except where prohibited, Entrants agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any Prize awarded shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; (3) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, 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; and (4) Entrant waives all right to trial by jury. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, U.S.A. without giving effect to any choice of law or conflict of law rules.

11. WINNERS LIST: For the name of the Winners, send a self-addressed stamped envelope to: Maluma 2020 Sweepstakes Winner, PO Box 2242, Framingham, MA 01803-2242. All requests must be received by 1/15/2021.

12: SPONSOR: Moet Hennessy USA, Inc., 85 10<sup>th</sup> Avenue, 2<sup>nd</sup> Floor, New York, NY 10011.

**The use of any prize manufacturer, name or trademark in connection with any of the prizes is solely for the purpose of describing such prize and is not intended to suggest any affiliation or sponsorship.**

**Moet Hennessy USA, Inc.** and its parents, affiliates and subsidiaries are not responsible for the promotion, administration or execution of this Sweepstakes.

// End of Official Rules //

Abbreviated Rules:

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED. MUST BE 21 YEARS OR OLDER. ALCOHOL IS NOT A PART OF THE PRIZE.

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For Official Rules, go to <https://www.hennessy-maluma.com>.

The ARV of the meet and greet with Maluma is \$1,500. This is an estimate of the experience's value as it is virtual and cannot be purchased.

ARV of the Maluma headphones is \$172 each, ARV of the Spotify code is \$9.99 each.

Sponsor: Moët Hennessy USA, Inc., 85 Tenth Ave., 2<sup>nd</sup> Fl., New York, New York 10011.