## Hennessy X Maluma Sweeps

### **OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. BY ENTERING THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. ALCOHOL IS NOT A PART OF THE PRIZE.

This Sweepstakes will consist of one (1) National Drawing and twenty-four (24) local market ticket drawings. All entries are carried forward to the National Drawing.

## 1. SWEEPSTAKES TIMING:

The Hennessy X Maluma Sweeps (the "Sweepstakes") entry period begins Thursday, July 1, 2021 at 12:00:01 a.m. pm. Eastern Time ("ET") and ends Thursday, October 7, 2021 at 11:59:59 p.m. ET (the "Entry Period").

Local Entry & Drawing Dates by Tour Date:

Venue	Performance Date	Entry Begins 12:00:01 a.m. ET	Entry Ends 11:59:59 p.m. ET	Prize Anticipated Drawing Date
Golden 1 Center  – Sacramento, CA	9/2/21	7/1/21	8/25/91	8/26/91
The Forum – Los Angeles, CA	9/3/21	7/1/21	8/26/21	8/27/21
Las Vegas Michelob Ultra Arena, NV	9/4/21	7/1/21	8/26/21	8/27/21
SAP Center – San Jose, CA	9/9/21	7/1/21	9/1/21	9/2/21
Perchanda Arena, CA	9/12/21	7/1/21	9/2/21	9/3/21
Toyota Arena – Ontario, CA	9/11/21	7/1/21	9/2/21	9/3/21
WAMU Theater – Seattle, WA	9/18/21	7/1/21	9/9/21	9/10/21
Moda Center – Portland, OR	9/19/21	7/1/21	9/11//21	9/13/21
Phoenix Suns Arena – Phoenix, AZ	9/23/21	7/1/21	9/15/21	9/16/21
Dan Haskins Center – El Paso, TX	9/24/21	7/1/21	9/16/21	9/17/21
La Hacienda Events Center, TX	9/25/21	7/1/25	9/16/21	9/17/21
AT&T Center – San Antonio, TX	9/26/21	7/1/21	9/19/21	9/20/21
Webster Bank Arena – Bridgeport, CT	9/30/21	7/1/21	9/22/21	9/23/21

Madison Square Garden – New York, NY	10/1/21	7/1/21	9/23/21	9/24/21
Capital One Arena – Washington DC	10/2/21	7/1/21	9/23/21	9/24/21
Greensboro Coliseum Complex – Greensboro, NC	10/3/21	7/1/21	9/26/21	9/27/21
State Farm Arena – Atlanta, GA	10/7/21	7/1/21	9/29/21	9/30/21
Amway Center – Orlando, FL	10/8/21	7/1/21	9/30/21	10/1/21
American Airlines Arena – Miami, FL	10/9/21	7/1/21	9/30/21	10/1/21
Hertz Arena – Estero, FL	10/10/21	7/1/21	10/3/21	10/4/21
American Airlines Center – Dallas, TX	10/14/21	7/1/21	10/6/21	10/7/21
Sames Auto Arena – Laredo, TX	10/15/21	7/1/21	10/7/21	10/8/21
Payne Arena – Hidalgo, TX	10/16/21	7/1/21	10/7/21	10/8/21
Smart Financial Centre at Sugar Land – Sugar Land, TX	10/17/21	7/1/21	10/7/21	10/8/21
Allstate Arena, IL	10/24/21	7/1/21	10/7/21	10/8/21
GRAND PRIZE VENUI	E DESTINATION			
Allstate	10/24/21	7/1/21	10/7/21	10/8/21
Arena –				
Rosemont,				

Random drawings will take place on or about the dates listed in the above schedule. See Rule #5 for Prize listings. In case of a tour show cancellation (excluding Grand Prize), for any reason, the local ticket prize award will become void and not awarded. Terms and conditions of the local Maluma prize ticket apply.

The Administrator's database clock will be the timekeeper for the Sweepstakes. Entry in the Sweepstakes does not constitute entry into any other sweepstakes or contest. By participating in the Sweepstakes, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Moet Hennessy USA, Inc., 7 World Trade Center, 250 Greenwich Street, 36th Floor, New York, New York 10007 (the "Sponsor"), and/or WYNG, 360 Park Avenue S., 20th Floor, NY, NY 10010 (the "Administrator") whose decisions shall be final and legally binding in all respects and not subject to further review in any forum.

IL

<u>ELIGIBILITY</u>: Sweepstakes is open only to legal residents who are physically located in one (1) of the Contiguous (48) United States or the District of Columbia (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 ("Entrant"). Sponsor, Administrator, Maluma, and each of their respective companies, subsidiaries, advertising and sweepstakes agencies, and any and all other companies associated with the Sweepstakes (collectively, the "Sweepstakes Entities"), and each of their immediate family members and/or people living in the same household are not eligible to participate. All eligibility is subject to all federal, state and local laws and regulations. All entries submitted are the property of the Sponsor. The Sweepstakes shall be void where prohibited or restricted by law.

### 3. HOW TO ENTER:

- 1. Visit <a href="https://www.HennessyXPapiJuancho.com">www.HennessyXPapiJuancho.com</a> ("Entry Site") and complete the online registration with all required information including selecting the Maluma tour venue you wish to win tickets to. Maluma tour venues will be eliminate form the selection pool after each drawing is conducted.
- 2. To complete your registration, agree to the Official Rules and submit.

No matter which Maluma tour venue you select, all entries will be carried forward to the Grand Prize drawing. Maluma tour venues will be eliminated from the selection pool after each drawing is conducted.

All entries submitted through the Entry Site will not be returned or acknowledged. Sponsor is not responsible for any typographical or other errors 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 winner 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.

4. WINNER SELECTION: Random drawings to award prizes (each a "Prize") will be conducted based on the schedule listed in Rule #1 above from all eligible Entries submitted during the relevant drawing period (see Rule #1 above). Potential winner will be notified within twenty four (24) hours of the relevant drawing. Upon successful completion of all required forms and or requested information set forth herein, the potential winner will be a winner ("Winner").

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.

# <u>5.</u> PRIZES/APPROXIMATE RETAIL VALUE ("ARV"):

<u>Maluma Local Market Ticket Prize:</u> Each drawing will award two (2) Maluma Concert Tickets. ARV of each pair of tickets is \$450. Tickets will be distributed to each winner as determined solely by the Sponsor and at its sole discretion (e.g., tickets may be awarded by pickup at will call box or sent digitally or shipped overnight express delivery).

<u>One (1) Grand Prize</u>: Trip for Winner and up to three (3) guests will travel to the final U.S. Maluma Concert to be conducted at the Allstate Arena, Rosemont, IL on October 24, 2021. Winner will receive the following prize package:

- Roundtrip (first class) air transportation for four (4)
- Two (2) nights' (double occupancy) hotel accommodations
- Winner to receive \$400 in expense money (awarded by check in the name of the Winner).

Total ARV of this prize package is \$11,200. If the prize Winner's home address is located within 200 miles of Rosemont, IL, and at the Sponsor's sole discretion, ground transportation will replace air transportation.

#### ALCOHOL IS NOT PART OF ANY PRIZE.

If the actual value of the Prize is lower than ARV stated in these Official Rules, the difference will not be awarded in cash.

Winner and his/her guest must be able to travel between October 23<sup>rd</sup>-25<sup>th</sup>, 2021 in order to claim the Grand Prize.

- Winner will coordinate with the designated travel agent or Sponsor representative to organize the travel package. Winner's travel companions must be twenty one (21) years of age or older at the time of departure. Prize is provided on an "as is" basis, without any warranty of any kind. Prize is nontransferable. Prize may not be redeemed for cash except at Sponsor's option. Sponsor reserves the right to substitute a Grand Prize (or portion thereof) of equal or greater value if the advertised Prize (or portion thereof) becomes unavailable.
- Accommodation and air transportation are all subject to availability. Winner and his/her guests must travel on the same itinerary and on the same dates. Travel must be round trip.
- Air transportation shall be by first class (based on availability) roundtrip from a major gateway to the location of the Prize, and all such travel arrangements will be made by a designated representative of Sponsor whose decisions regarding the itinerary are final and binding. Selection of airline and airport shall be at the discretion of Sponsor or any other provider of any portion of the Prize. Prize winner and his/her travel companions must have valid travel documents to fly and to check in to a hotel (e.g., government issued I.D., passport, major credit card, etc.) along with any other travel requirements in order to travel prior to departure, and failure to do so may result in forfeiture of Prize. Winner and his/her travel companions are solely responsible for satisfying all legally required conditions of travel. Sponsor is not liable for any expenses incurred as a consequence of flight cancellation or delay or any weather or airline issues that prevent the Prize winner and his/her travel companions, if applicable, from traveling, in which event any missed portion of the Prize is forfeited in its entirety and no substitution will be provided.
- All expenses and incidental travel costs not expressly stated in the Prize package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facilities charges, personal charges at lodging, security fees, taxes or other expenses are the sole responsibility of the Winner.
- Sponsor will not replace any lost, mutilated, undeliverable, returned, refused or stolen Prizes. Winner is responsible for any and all applicable local, state, and/or federal taxes. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference

between actual and approximate retail value. Sponsor will not replace any lost, mutilated, or stolen Prize.

The 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. The winner will receive an IRS form 1099 issued in the winner's name as required by law. 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).

- 6. WINNER NOTIFICATION: Local market ticket Sweepstakes drawing winners will be notified via text, email or by calling the mobile phone number used when registering in the Sweepstakes, by the Sponsor or Administrator. The winner will be advised how their tickets will be issued at the time of prize award. The winner is subject to verification. The Grand Prize Winner will be notified by the Administrator within (24) hours of the random drawing.
  Local market ticket winners must reply with all required information within 24 hours of initial prize notification or the potential winner will be disqualified and an Alternate Winner may be selected (time permitting).
- 7. Potential Grand Prize winner and his/her travel companions will, be required to complete, sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release and W-9 tax payer request for identification (Winner only), within three (3) business days of the first attempted notification. If a potential winner fails to respond to any notification attempt within three (3) business days, or if any attempted notification or Prize delivery is returned as undeliverable, or if a potential winner fails to complete and return any required affidavit or release within the specified time period, the potential winner may be disqualified and an alternate winner will be selected. The Sweepstakes alternate winner will be randomly selected from all remaining eligible entries ("Alternate Winner"). Once eligibility has been verified and the Administrator receives the prize winner's requested information, the Sponsor will arrange to award the Prize. Prize winner must reply with all required information in order to receive their Prize.

<u>PUBLICITY RELEASE/ASSIGNMENT OF RIGHTS</u>: Entry constitutes permission for the Sweepstakes Entities to use Entrant's entry materials, name, photograph, likeness, voice, biographical information, statements and complete address (collectively, the "**Attributes**"), for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation or authorization, (except where prohibited by law), and releases the Sweepstakes Entities from all claims arising out of the use of such Attributes. All information regarding Entrants collected by Sponsor and Administrator and/or their agents and contractors will

be treated in accordance with their privacy policies. Please review Sponsor's privacy policy at <a href="https://www.hennessy.com/en-us/privacy-cookies-notice">https://www.hennessy.com/en-us/privacy-cookies-notice</a>, and Administrator's privacy policy at <a href="https://www.wyng.com/privacy-policy/">https://www.wyng.com/privacy-policy/</a>. 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.

8. DISQUALIFICATION: CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to have tampered with the entry process or the operation of the Sweepstakes, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to disparage, annoy, abuse, threaten or harass any other person. No incomplete, forged, softwaregenerated or other automated multiple entries will be accepted. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

### 9. LIMITATION OF LIABILITY:

- (a) By entering this Sweepstakes, all Entrants release the Sweepstakes Entities and their respective parent, subsidiary and affiliated entities including, all of their respective shareholders, officers, directors, employees, agents, contractors, attorneys, successors and assigns (the "Released Parties") from and against all claims and damages arising out of or in connection with each Entrant's participation and/or entry in the Sweepstakes and/or his/her receipt or use or misuse of the Prize awarded in the Sweepstakes.
- (b) Sponsor is not responsible for problems downloading or uploading any Sweepstakes-related information to or from the web site or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of any electronic mail entry to be received by Sponsor on account of technical problems, traffic, congestion on the internet or the web site, or any other technical problems related to web site entries including

- telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an Entrant's ability to participate in the Sweepstakes.
- (c) None of the Released Parties shall be held responsible for, and Entrant hereby releases the Released Parties from any claims arising from or in any way relating to: (i) late, lost, delayed, illegible, damaged, corrupted or incomplete entries, incorrect or inaccurate capture of, damage to, or loss of entries or entry information or technical failures of any kind, including but not limited to (i) unauthorized human intervention in any part of the entry process or the Sweepstakes; (ii) use of any Prize and (iii) the random drawing selection process including the outcome of the Sweepstakes.
- 10. MODIFICATION /FORCE MAJEURE: In the event (a) an insufficient number of eligible entries are received, (b) a virus, bugs, or entrant fraud or misconduct affect or corrupt the administration, integrity, security or proper operation of the Sweepstakes, (c) Sponsor deems necessary in order to comply with the terms of use or terms of service of any applicable social media platform or in connection with changes to such terms, or (d) Sponsor is prevented from awarding the Prize or continuing with the Sweepstakes as contemplated herein by any event beyond his control, including but not limited to, fire, flood, natural or man-made epidemic of health of other means, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, 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, public health crisis (e.g. SARS), pandemic, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control, then Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes.

In the event that, for reasons beyond their control and not related to the Grand Prize Winner, the Sponsor, is unable to award the Prize as described in these Official Rules, they will substitute the Prize with another prize of similar nature and equal or greater value (including but not limited to cash equivalent) at its sole discretion.

11. 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.

<u>MINNER'S LIST</u>: To obtain the name of the winners, send a self-addressed stamped envelope to: Hennessy X Maluma Sweeps Winner, PO Box 2312, Framingham, MA 01703-2312. All such requests must be received by 10/25/21.

The use of any Prize manufacturer, name, celebrity name, venue 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.