

OFFICIAL RULES

El Jimador Day of the Dead Online Contest

2015 OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT IMPROVE CHANCES OF WINNING. YOU MUST BE 21 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY AND A LEGAL RESIDENT OF THE UNITED STATES. VOID WHERE PROHIBITED BY LAW.

Eligibility.

The El Jimador Day of the Dead Online Contest (the "Contest") is open and offered only to legal residents of the United States), twenty-one (21) years of age or older at the time of entry. Void where prohibited. Employees, officers, brokers, agents and directors of the Brown-Forman Corporation ("Sponsor"), and each of Sponsor's subsidiaries and affiliated companies, advertising and promotion agencies, beverage alcohol retailers and wholesalers and their immediate family members or individuals residing in their same household, are not eligible to participate or enter. By participating in the Contest, each Entrant (defined below) unconditionally accepts and agrees to comply with and abide by these terms and conditions (the "Official Rules") and the decisions of the Sponsor, which shall be final and binding in all respects.

Timing.

The Contest entry period begins at 12:00:00 A.M. ET on October 5, 2015 and ends at 11:59:59 P.M. ET on November 3, 2015 (the "Contest Period"). Potential winners will be announced on or around November 16, 2015. Untimely received entries will not be accepted or be eligible to win, except as otherwise set forth in these Official Rules. Sponsor's clock is the official clock of the Contest.

How to Enter.

There are two ways to enter the Contest.

ENTRY METHOD ONE: visit the Contest website located at www.DOTD.elJimador.com (the "Site"). Then, register on the Site by completing and submitting the official entry form, accepting the terms and conditions of the Official Rules and uploading an original photo that celebrates the Day of the Dead holiday (Theme). All Photos must be in accordance with the Photo Requirements/Restrictions set forth below in Section 4, "Photo Requirements/Restrictions." Entering one (1) Photo along with the required entry information in compliance with these Official Rules will generate one (1) entry into the Contest, and you will be deemed an "Entrant." Posting a Photo on a social media network alone is not a condition for entry. Once a Photo has been submitted, it cannot be modified by Entrant. **LIMIT ONE (1) ENTRY PER ENTRANT FOR TWENTY-FOUR (24) HOUR PERIOD.** Each and every entry must be unique. By participating in the Contest, you agree to comply with the terms and conditions of the Site and any

social media networks (if applicable).

ENTRY METHOD TWO: As an alternate means for entry, you may share your original contest entry Photo on Instagram. This original picture should depict how you celebrate the Day of the Dead holiday (responsibly). When you share your photo on Instagram, tag el Jimador Tequila (the Brand) using the brand's official Instagram handle, @elJimadorTequila, and use the hashtag #DOTDcontest. By doing this you will be contacted and asked to fill out a registration form, thereby accepting all contest terms and conditions.

Photo Requirements/Restrictions.

All entries must comply with the following minimum guidelines to be eligible:

Photo must be original.

Photo must be applicable and relevant to the Theme (as determined in Sponsor's sole discretion).

Entrant must have secured in writing (and be able to produce the writing) any and all rights necessary and appropriate to submit the Photo in the Contest and grant the rights herein, including all necessary model or property releases.

If you upload a Photo that includes any other person, then each person appearing in the Photo: (i) must be twenty-one (21) years of age or older and (ii) must have given his or her express written consent to appear in Photo. We reserve the right to remove or reject any Photo and/or Caption that includes or references any person (including yourself) who we believe or suspect in our sole discretion is not at least twenty-one (21) years of age.

Photo cannot (a) depict or reference persons consuming or pretending to consume alcoholic beverages; (b) depict or reference persons conducting themselves in an inappropriate manner (in the sole discretion of Sponsor); or (c) contain material that would imply that the consumption of alcoholic beverages is acceptable before or while operating machinery, driving a vehicle or undertaking any other activity that requires a high degree of alertness or physical coordination.

No duplicate Photos may be submitted (for the purposes of this Contest, duplicate Photos refer to the same Photo which has been modified, cropped, formatted, or otherwise edited).

Photo must not infringe upon the copyrights, trademarks, property, privacy, publicity, intellectual property or other legal or moral rights of any person or entity.

Photo cannot contain materials embodying copyrighted images, names, likenesses, photographs or other indicia identifying any person, living or dead, without permission.

Photo cannot defame, misrepresent or contain disparaging remarks about people or businesses.

Photo cannot be profane, pornographic, sexually explicit or suggestive or contain full or partial nudity.

Photo cannot be obscene or offensive, endorse any form of hate or hate group or be derogatory or discriminatory to any ethnic, racial, gender, religious, professional or age group (as determined in Sponsor's sole discretion).

Photo and the accompanying Caption cannot depict or encourage illegal activity and cannot itself be in violation of any law.

DATA RATES MAY APPLY IF YOU USE A MOBILE PHONE/DEVICE IN CONJUNCTION WITH PARTICIPATION IN CONTEST (AS APPLICABLE). WIRELESS INTERNET SERVICE MAY NOT BE AVAILABLE IN ALL AREAS.

Photo Contest.

Eligible Photos may be placed on the El Jimador Day of the Dead contest online Photo Gallery, available on the Site ("Photo Gallery"). An entry that is deemed not eligible for any reason at the sole opinion of the Sponsor will not be part of this Contest. By submitting a Photo, you acknowledge and agree that your Photo entries may be placed on the Photo Gallery, but that Sponsor has no obligation to post your Photo to the Photo Gallery.

Winner Selection.

Potential Winners will be chosen by the Brand's internal panel of judges. Judging will be based on the selection criteria below, as determined by Sponsor in Sponsor's sole discretion. Sponsor and judges reserve the right to review all entries either before or after they have been posted and reserve the right in their sole and absolute discretion to reject, remove and/or delete any photo from the Photo Gallery (along with disqualifying the Entrant). Sponsor and judges have no obligation to post any photos to the Photo Gallery. The decisions made by the judges and/or Sponsor are final. Each finalist entry will be reviewed by the judges, who will score all entries based on the following criteria:

- Relevance to the Theme, "Celebrating the Day of the Dead" or "Dia de los Muertos" (1/3)
- Creativity (1/3)
- Responsibility (1/3)

Sponsor reserves the right to not select a winner if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Photos. An entry that is late, misdirected, not received due to technical malfunction or error or illegible is not eligible.

Winner Notification.

There will be (8) eight Potential Winners who will be notified on or around November 16, 2015. Each potential winner will be notified via the email address or phone number provided upon entry into the Contest. In the event that the potential winner does not respond to any such notification within forty-eight (48) hours from the date of notification, a disqualification may result, and the prize may be

forfeited. In such event, the Entrant with the next highest score, as determined by the judging panel, may be named as the alternate potential winner. Potential winners are subject to verification and compliance with the Official Rules.

Prize.

There are eight (8) Prizes total. Each winner prize consists of decorative art in the form of one (1) coa, painted with original Day of the Dead artwork by David Lozeau ("Coa ") (ARV: \$400). Receipt of the coa is conditional upon the winner's compliance with these Official Rules and the timely submission of the notarized Affidavit and Release as set forth in Section 10 herein, "Entrant Representations." Beverage alcohol is not a part of the Contest prize. All Federal state and local taxes on the Prize (if applicable) are the sole responsibility of Prize winner. All other expenses not specifically included are the responsibility of the winner. No substitution or transfer of prizes permitted. Coa cannot be redeemed for cash value. Sponsor is not responsible for any care or upkeep associated with the Coa or replacement of the Coa should damage occur.

Prize Conditions.

BY PARTICIPATING IN THIS CONTEST AND ACCEPTING THE Prize , YOU ACKNOWLEDGE AND AGREE THAT THE COA IS INTENDED TO BE USED SOLELY AS A COLLECTOR'S ITEM AND FOR DECORATIVE PURPOSES. THE COA IS NOT INTENDED FOR ANY FUNTIONAL, RECREATIONAL OR FOR ANY OTHER PHYSICAL ACTIVITY. As a condition of accepting the Coa , the winners must release Sponsor from any all liability claims, action or proceedings arising out of or for injuries, death, or damages sustained while involved in connection with the receipt or use of the Coa . Winners also consent to the use by Sponsor for promotional purposes in connection with this promotion, of his or her name and/or likeness and/or voice without further compensation. Potential winners will be required to complete and return to Sponsor an Affidavit of Eligibility and Release of Liability and Publicity Agreement (collectively, "Release") within forty-eight (48) hours from the time the notice or attempted notice is sent. If any attempted notification or prize winning is returned as undeliverable, or if the potential winner fails to complete and return any required Release within the specified time period, the potential winner may be disqualified and an alternate winner may be selected. Winner may be required to produce government-issued identification. If the Release is not returned or is not properly completed within forty-eight (48) hours from when the notification is sent, the potential winner may have waived any claim to the prize and an alternate winner may be selected.

Entrant Representations.

By entering the Contest, Entrant warrants and represents that: (a) the photo is a photo of subject matter that signifies and/or represents the Day of the Dead theme. "How do you celebrate Day of the Dead?" and/or "What does Day of the Dead mean to you?" (b) the Photo does not infringe upon the copyrights, trademarks, property, privacy, publicity, intellectual property or other legal or moral rights of any person

or entity; (c) Entrants, properties, business establishments, and any third parties appearing or who are otherwise identifiable in the Photo consent to the submission and the use of the Photo; (d) Entrant has obtained written permission from any third party or property or business establishment appearing in the Photo; (e) Entrant owns all rights to the Photo, including without limitation, copyrights, or has received prior written permission from a third party if any Photo was photographed by someone other than Entrant; and (f) Entrant will indemnify and hold harmless the Sponsor and its designees and related entities, agents and assigns from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of your representations and warranties herein, the use or misuse of the Coa, the Photo, or Entrants' conduct in creating the Photo or otherwise in connection with this Contest.

Ownership and Publicity.

As between Entrant and Sponsor, Entrant owns the Photo provided in connection with the Contest. By participating in this Contest and providing a Photo, Entrant grants Sponsor and its parent companies, affiliates, subsidiaries, agents, and licensees a royalty-free, unconditional, irrevocable, and perpetual right, license and consent, without any compensation, consideration or further notification, to use, edit, reproduce, print, publish, display, transmit, distribute, sell, perform, adapt, enhance, or create derivative works from the Photo, and to use and refer to Entrant, his or her name, likeness, image, distinctive characteristics, city, state, any statements made and prize information, for any purpose, including but not limited to editorial, advertising, trade, commercial, and publicity purposes in any media throughout the world without additional compensation, unless prohibited by law. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. For the avoidance of doubt, by participating in this Content, Entrant understands and grants to the Sponsor and its designees permission for his/her Photo and other Entrant information to be posted in the Photo Gallery for viewing by visitors to the Site and used in accordance with the Official Rules, if selected as a winner as discussed below. Each winner agrees that the Photo need not be submitted to the winner for any further approval and Sponsor shall be without liability to winner for any distortion or illusionary effect resulting from the publication of the Photo.

Release.

By participating in this Contest, Entrants agree to be bound by the Official Rules and the decisions of the judges. Entrants, by participating in this Contest, hereby waive and release, and agree to hold harmless the Sponsor and Sponsor's parents, subsidiaries, affiliates, distributors, licensors, advertising and promotion agencies and all of their respective officers, directors, employees and representatives and agents (the "Released Parties") from and against, any and all rights, claims and causes of action whatsoever that they may have, or which may arise, against any of them for any liability for any matter, cause or thing whatsoever, including but not limited to any injury, loss, damage, whether direct, compensatory, incidental or consequential, to person, including death, and/or property, arising in whole or in part, directly or indirectly, from their acceptance, possession, use or misuse of the Coa or their

participation in this Contest. Winner assumes all liability for any injury or damage caused, or claimed to be caused, by participation in this Contest or use of the Prize. Entry in the Contest constitutes permission for the Sponsor and Sponsor's parent companies, affiliates, subsidiaries, agents and licensees to use winner's or Entrant's name, likeness, city, state, Photo, statements and/or prize information in connection with the Contest for promotional, advertising, trade and/or other purposes, in perpetuity, worldwide, in any and all media, without further compensation or notification, unless prohibited by law. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder.

Limitation of Liability.

Sponsor and the Released Parties are not responsible for lost, late, damaged, delayed, incomplete, illegible, mutilated or misdirected entries, entries not received by the entry deadline, or for electronic, network or computer failures or malfunctions, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in this Contest, or other hardware, software or technical errors of any kind including any injury or damage to any person's computer or cell phone related to or resulting from participating in the Contest. Sponsor reserves the right to cancel or modify the Contest (or any portion thereof) if fraud, misconduct or technical failures destroy the integrity of the Contest or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the Contest, as determined by Sponsor, in Sponsor's sole discretion. If the Contest is so cancelled, judging will be conducted from among all eligible entries received prior to the time of termination. In the event a dispute arises regarding a specific individual entitled to receive a prize, entry will be declared made by the "authorized e-mail account holder" and any damage made to the Site will also be the responsibility of the authorized e-mail account holder of the e-mail address submitted at the time of entry. "Authorized e-mail account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Entrant may be requested to provide Sponsor with proof that Entrant is the authorized e-mail account holder of the e-mail address associated with the submission. Proof of submitting an entry will not be deemed to be proof of receipt by Sponsor. Any use of robotic, automatic, programmed or the like methods of participation will void all entries by such methods. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules.

Disputes.

Each Entrant agrees that (a) any and all disputes, claims, and causes of action arising out of or in connection with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court in Kentucky; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred,

including costs associated with entering this Contest, but in no event attorneys' fees and (c) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrant and the Sponsor in connection with this Contest shall be governed by, and construed in accordance with the laws of Kentucky, without giving effect to any choice of law or conflict of law rules or provisions, that would cause the application of the laws of any jurisdiction other than those of Kentucky.

General Terms.

INTERNET CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE THE SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW. The Contest is subject to all applicable federal, state and local laws and regulations.

Privacy.

By entering this Contest, Entrants give their express permission to be contacted by Sponsor by telephone, email and/or postal mail. By participating in this Contest, Entrants acknowledge and agree that Sponsor may collect the personal information submitted by Entrant, and use information pursuant to Sponsor's Privacy Policy which may be viewed at www.eljimador.com/privacy-policy.

Winners' List.

For names of winners of prize, please send a self-addressed stamped envelope to:

Winner List
Dept : el Jimador – Day of the Dead Contest
Red Moon Marketing
4100 Coca-Cola Plaza
Charlotte, NC 28211

Sponsor.

Brown-Forman Corporation – 850 Dixie Hwy, Louisville, KY 40210.

El Jimador Tequila reminds you to Be Real, Drink 100% Responsibly.
Tequila El Jimador, 40% Alc. by Vol., Imported by Brown-Forman, Louisville, KY ©2015

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