

## **KINKY® Summer Sweepstakes Official Rules**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING THE SWEEPSTAKES.**

### **1. ELIGIBILITY:**

The Sweepstakes is open to all legal residents of the fifty (50) United States who are 21 years of age or older. Void where prohibited. Employees and their immediate families (parent, child, sibling or spouse and/or household members) of **CROSBY LAKE SPIRITS (the “Sponsor”)**, its respective parents, subsidiaries, affiliates, distributors, sales representatives, advertising and Sweepstakes agencies and any other persons or entities associated with this Sweepstakes are ineligible to enter or win. By participating, you agree to abide by and be bound by these Official Rules.

### **2. SWEEPSTAKES SCHEDULE:**

The Submission Period of the **KINKY SUMMER SWEEPSTAKES** begins at 8:00 a.m. Central Time on **AUGUST 5<sup>TH</sup>, 2013** and ends at 11:59 p.m. Central Time on **AUGUST 25<sup>TH</sup>, 2013**

Entry is limited to one (1) entry per person.

### **3. ENTRY DIRECTIONS:**

To enter the Sweepstakes, an Entrant must visit the Sweepstakes at the Sponsor’s Facebook Page [[www.facebook.com/kinkyliqueur](http://www.facebook.com/kinkyliqueur)] (the “Website”). If you are not already a member of Facebook, visit [www.facebook.com](http://www.facebook.com) and follow the links and instructions to become a member. Facebook membership is free.

On the Website, participants must follow the links and instructions to complete Sweepstakes registration.

Once submitted, entries cannot be deleted, canceled, or modified. All Sweepstakes entrants are only eligible to win one (1) prize during the Sweepstakes period.

All entries must be received by 11:59 p.m. CST on **AUGUST 25<sup>TH</sup>, 2013**. Incomplete entries, or those containing incorrect information, will be voided. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. By participating in this Sweepstakes, Entrants agree to be bound by these Official Rules and the decisions of the Sponsor (or an Administrator designated by the Sponsor), whose decisions are final and binding in all matters relating to the Sweepstakes.

### **4. OWNERSHIP AND RIGHTS:**

Participation in this Sweepstakes constitutes Entrant's permission for the Sponsor to use Entrant's name, photograph, likeness, statements, biographical information, and location (city and state), in all forms of media, in perpetuity, without notice or further compensation.

By entering this Sweepstakes, Entrants agree that each entry becomes the property of Sponsor and Entrant acknowledges that his/her participation may be posted on Sponsor's website, Facebook, or other social networking sites at the Sponsor's discretion. Entrant's information will not be sold.

#### **5. PRIZE DETAILS:**

Following the conclusion of the Contest, upon confirmation of eligibility, 3,000 winners will receive bracelets and 2,000 winners will receive sunglasses.

**THE POTENTIAL SWEEPSTAKES WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES.** Winners will be notified via email and must respond to the email within 15 days or the prize will be given to another random participant.

#### **7. PROVISIONS RELATED TO FACEBOOK:**

This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Inc. ("Facebook"). You understand that you are providing your information to Sponsor and not to Facebook. The information you provide will only be used for the promotion disclosed in the Official Rules.

Facebook shall be included as one of the Released Parties (as defined below), and each Entrant shall release and indemnify Facebook upon the same terms and conditions herein that are applicable to the other Released Parties. Any questions, comments or complaints should be directed to Sponsor, not Facebook

#### **8. LIMITATIONS OF LIABILITY AND RELEASE:**

IN NO EVENT WILL SPONSOR, ITS RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, ADVERTISING AND SWEEPSTAKES AGENCIES, DEALERS, DISTRIBUTORS, SUPPLIERS, PRIZE PROVIDERS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZES.

By participating, Entrants release and agree to hold harmless the Sponsor, its respective parents, affiliates, subsidiaries, advertising and Sweepstakes agencies, dealers, distributors, suppliers, prize providers and their respective directors, officers, employees, representatives and agents (herein collectively referred to as the "Released Parties") from any and all liability for any acts, omissions, injuries, death or losses or damages to person or property, of any kind and nature, INCLUDING BUT NOT LIMITED TO CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the prize(s).

Sponsor is not responsible for incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in the Sweepstakes, or by any technical or human error, which may occur in the processing of the Sweepstakes entries. Sponsor is not responsible for interrupted or unavailable network server or other connections, miscommunications, failed telephone or computer transmissions or jumbled, scrambled or misdirected entries or transmissions, or for phone, electrical, network, computer hardware or software or program malfunctions, failures or difficulties or for other errors, omissions, interruptions, or deletions of any kind whether human, mechanical or electronic or for any damage to any person's computer related to participating in the Sweepstakes.

Any personally identifiable information collected during an Entrant's participation in this Sweepstakes will be collected by Sponsor and used by, its respective parents, its affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Sweepstakes and for marketing purposes as described in these Official Rules.

**CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVE THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

Sponsor reserves the right, in its sole discretion, to modify, cancel or suspend this Sweepstakes, and randomly award the Prize(s) from among all eligible entries received as of such date should fraud, virus, bugs or other causes beyond the Sponsor's control corrupt the administration, fairness, proper play or security of the Sweepstakes. Sponsor reserves the right, at its sole discretion, to disqualify any individual (and all of his/her Sweepstakes entries) who tampers with the entry process. This Sweepstakes is subject to all applicable federal, state and local laws and regulations. The interpretation of these Official Rules shall be governed by the laws of the Minnesota. Any and all disputes will be individually resolved, without resort to class action, in the appropriate courts in the Minnesota exclusively, and subject to the laws of the Minnesota. Should there be a conflict between the laws of the Minnesota and any other laws, the conflict will be resolved in favor of the laws of the Minnesota. All federal, state and local laws and regulations apply. Void where prohibited. Winner acknowledges that Sponsor has neither 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 the Prize(s).

**9. SPONSOR:**

**CROSBY LAKE SPIRITS COMPANY, 1999 Shepard Road, Saint Paul, MN 55116**