

FIREBALL WHISKY MAMMOTH MELTDOWN SKI SWEEPSTAKES

Sponsor: Sazerac Co., Inc., Metairie, LA 70002 USA

Administrator: Zehnder, 650 Poydras Street, New Orleans, LA 70130 USA

NO PURCHASE NECESSARY.

The Fireball Whisky Mountain Meltdown Ski Sweepstakes (hereafter, "Sweepstakes") is open only to legal residents of the (50) United States, the District of Columbia and Canada (excluding Québec Province), 21 years of age or older. Void in Québec Province as well as outside the United States and where prohibited by law. IF YOU ARE NOT LOCATED IN THE UNITED STATES OR CANADA (EXCLUDING QUÉBEC PROVINCE), DO NOT ATTEMPT TO ENTER THE SWEEPSTAKES, AS IT IS NOT INTENDED FOR YOU.

By participating in the Sweepstakes, you agree to these Official Rules and the decisions of Sponsor and Administrator, which are final and binding in all respects.

1. SWEEPSTAKES PERIOD: Sweepstakes begins November 1, 2013 at or after 12:00 p.m. (noon) ET and ends January 1, 2014 at 11:59 p.m. ET. Sponsor's computer is the official clock for purposes of the Sweepstakes.

2. HOW TO ENTER:

Go to the official Fireball Whisky page on Facebook at www.facebook.com/FireballWhisky. If you have not already done so, you must "like" the Fireball Whisky page. To enter, complete the entry form with your name and e-mail address.

*{You must be a registered member of Facebook to enter the Sweepstakes. No purchase or payment is required to join Facebook; for further information, see www.facebook.com}.

Limit of one (1) entry per person. (A given e-mail address may only be used by one [1] person to participate in the Sweepstakes.) Receipt of entries may be acknowledged, but this does not constitute any representation as to eligibility for the Sweepstakes. Any dispute as to the identity of entrant will be resolved by Sponsor/Administrator based on their determination in their sole discretion as to the owner of the e-mail account used to enter the Sweepstakes.

3. RANDOM DRAWING: Winners will be selected in a random drawing, to be conducted by Administrator at its office in New Orleans, Louisiana USA. The drawing will consist of all eligible entries received during the Sweepstakes Period and will take place on or about January 6, 2014.

4. PRIZES/APPROXIMATE RETAIL VALUE(ARV)/ODDS OF WINNING:

A. Grand Prize (1) - trip for winner and one (1) guest to Mammoth Mountain, California (USA). Trip consists of roundtrip coach air travel from major commercial airport (if Grand Prize winner is a Canadian resident, international airport) near winner's residence to Los Angeles or San Francisco or San Diego with connecting service to Mammoth Yosemite Airport; lodging (double occupancy) for 4 days/3 nights in the Mammoth Mountain region; (2) Fireball Whisky ski jackets; (2) ski passes for (2) days; (1) \$350 gift card which may be used for meals or otherwise; and meet up with Allison and Bob from Fireball Whisky. Total ARV of Grand Prize: \$5450.(USD)

B. Second Prize (1) - Fireball Whisky ski jacket. ARV of Second Prize: \$300.

C. Third Prize (1) - Fireball Whisky leather jacket. ARV of Third Prize: \$200.

D. Fourth Prize (1) - Fireball Whisky windbreaker. ARV of Fourth Prize: \$50.

TOTAL APPROXIMATE RETAIL VALUE OF ALL PRIZES: \$6000.

Odds of winning depend on number of eligible entries received.

5. PRIZE RESTRICTIONS:

A. GRAND PRIZE. Trip must be taken Friday, February 14, 2014 – Monday, February 17, 2014; if winner is unavailable on such dates for any reason, Grand Prize will be forfeited and an alternate winner selected from among all remaining eligible entries received for the drawing (time permitting). Grand Prize winner and guest must travel together on same itinerary as set by Sponsor in its sole discretion (this includes choice of airline(s) and air travel route as well as lodging). Guest of winner must be 21 years of age or older and sign and return a liability release and a publicity release (where legal), prior to issuance of travel documents. Valid photo identification is required for prize travel; if winner/guest is a Canadian resident, valid passport is required for international travel. Trip is subject to availability and other restrictions. If winner's residence is within reasonable driving distance of Mammoth Mountain, California (as determined by Sponsor in its sole discretion), he/she will receive ground transportation instead of air travel; and, winner will not receive any substitute prize or compensation in conjunction therewith. If winner travels without a guest, Grand Prize will be awarded in increments appropriate for one (1) traveler; and, winner will not receive any substitute prize or compensation in conjunction therewith. Winner and guest will not receive any frequent flyer miles, award points or other "perks" in conjunction with prize travel. Should actual value of Grand Prize be less than stated ARV, winner will not receive the difference in cash.

Participation of Allison and Bob from Fireball Whisky is subject to their availability and professional commitments. If Allison and/or Bob are not available for any reason, the remaining elements of the prize shall represent Sponsor's entire liability to winner and guest. Meet up with Allison and Bob will be supervised by Sponsor representatives.

Skiing is an inherently dangerous activity with a risk of permanent injury, dismemberment or even death and, in conjunction with acceptance and use of ski passes, WINNER AND GUEST EXPRESSLY ASSUME ALL SUCH RISKS, WITH THE RELEASED PARTIES (AS DEFINED IN RULE 7B BELOW) HAVING NO LIABILITY FOR SAME. Winner and guest understand that they may be required to complete waivers/releases in conjunction with acceptance of ski passes and as a pre-condition to use of same. Further, winner and guest should consult with a physician or other medical professional to determine whether they are in appropriate, physical condition prior to skiing. If for any reason, Grand Prize winner and/or guest elect not to accept ski passes, the remaining elements of the Grand Prize shall represent Sponsor's entire liability to winner and guest. Ski passes and gift card are subject to terms/conditions of use as indicated thereon; Sponsor shall determine gift card issuer in its sole discretion.

Should winner or guest engage in anti-social, inappropriate or offensive conduct during the trip, Sponsor reserves the right to terminate the trip immediately and/or take other actions that Sponsor deems necessary and appropriate so as to protect its rights; and, Sponsor will have no liability to winner and/or guest (as appropriate) in conjunction therewith.

B. IN GENERAL. Limit of one (1) prize per address/family/household. No prize substitution except by Sponsor if advertised prize/prize component is unavailable for any reason, and only then for prize of comparable value. The color, style and size of ski jacket, leather jacket and windbreaker prizes are subject to availability. Prizes are not transferable except with Sponsor's express written permission which may be withheld or granted in its sole discretion. Any expenses related to acceptance and use of prize which are not specified in these Official Rules (for Grand Prize, this includes costs of travel to/from departure airport and other incidental expenses in conjunction with prize travel) are winner's sole responsibility. Winner is also solely responsible for all applicable taxes on prize. If Grand Prize winner is a U.S. resident, this includes issuance of an

Internal Revenue Service 1099 Tax Form; if a Canadian resident, Grand Prize winner may be responsible for payment of U.S. foreign withholding tax on prize value. In all cases, Grand Prize winner agrees to fully cooperate with Sponsor in its performance of its tax reporting obligations.

6. WINNER NOTIFICATION: Winners will be notified by email. Grand Prize winner will be required to complete, sign and return an Affidavit of Eligibility, a Liability Release and a Publicity Release (where lawful) within (2) days of date of prize notification. A fax copy of the Grand Prize winner documents shall have the same force and effect as the original, executed versions of same; alternatively, electronic versions of the Grand Prize winner documents with execution via electronic signature shall have the same force and effect as if winner had executed a paper version of documents by hand. (For the avoidance of doubt, the preceding also applies to the execution of documents by the Grand Prize winner's guest, as per Rule 5A above). If Grand Prize winner fails to comply with the Affidavit/Release requirement for any reason, or, if winner (of any prize) cannot be contacted by Sponsor, is deemed to be ineligible or in violation of these Official Rules, such winner will be disqualified, the prize forfeited without compensation of any kind and an alternate winner selected (in the case of the Grand Prize, time permitting). If a Canadian entrant is selected in the drawing, in order to be deemed a potential prize winner, he/she must first correctly answer a time-based mathematical skill-testing question, without assistance of any kind.

7. ADDITIONAL CONDITIONS OF PARTICIPATION:

A. Ineligible Parties. Employees, officers and directors and their immediate family members (parents, children, siblings, spouse) wherever they may live and others living in their same household (whether related or not) of Sponsor, Administrator, their respective parent companies, subsidiaries, affiliates, suppliers, agencies, as well as alcohol beverage licensees (including retail licensees) are not eligible to participate in the Sweepstakes or win a prize.

B. Releases. By accepting prize, except where prohibited by law, winner agrees to the use of his/her name, address (city, state/province), likeness, photograph, other indicia of persona and/or statements made by winner regarding the prize, the Sweepstakes or the Sponsor for advertising/publicity/trade purposes by Sponsor and its designees without further compensation or notice. By participating, entrant indemnifies, releases and agrees to hold harmless Sponsor, Administrator, their respective parent companies, affiliates and subsidiaries, agencies, and the directors, officers, agents, representatives, shareholders, employees, successors and assigns of any of the above organizations, as well as Facebook ("Released Parties"), from any and all liability arising from participating in the Sweepstakes, any Sweepstakes-related activity and/or acceptance, receipt, possession or use/misuse of prize.

C. Use of Mobile Device. Message and data rates apply should you elect to use your mobile device to participate in the Sweepstakes. You may be charged by your wireless carrier for participating via mobile device. Be sure to check your wireless carrier's pricing plan before doing so. Not all mobile devices offer wireless Internet access; and, wireless Internet access may not be available in all areas.

D. Tampering. ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES 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 PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. (The preceding is in addition to disqualification from the Sweepstakes and prize forfeiture, if applicable.) Without in any way limiting the foregoing, tampering includes the use of any device or artifice to attempt to violate the entry limit (as per Rule 2 above) and use of automated or programmed methods of entry.

7. LIMITATIONS OF LIABILITY:

A. Sponsor and its agencies assume no responsibility for:

- (1) any incomplete, incorrect or inaccurate information, whether caused by web site users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error;
- (2) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of any web site or entries;
- (3) any problems or technical malfunctions of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, programming or failure of e-mail on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof, or for injury or damage to entrant's or to any person's computer or mobile device (or any information/materials stored therein) related to or resulting from downloading materials from any web site or participating in the Sweepstakes;
- (4) late, lost, illegible/garbled, incomplete, damaged, inaccessible, corrupted or jumbled e-mail transmissions or entries, regardless of cause (all of which are void.)

B. Force Majeure. If, for any reason, the Sweepstakes (or any part thereof) is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, fire, flood, storm or other natural cataclysm, riot, strike, civil commotion, governmental regulation or any other causes beyond the control of Sponsor which, in its sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes (or any part thereof), Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and conduct the Sweepstakes and select prize winners from among all eligible entries received prior to and/or after the action taken by Sponsor or otherwise in a manner which is fair, equitable and in accordance with these Official Rules, as determined by Sponsor in its sole discretion. Notice of such action by Sponsor will be posted on the official Fireball Whisky page on Facebook.

C. Other. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. By participating in the Sweepstakes, you are providing your information to Sponsor, not to Facebook. Collection of information in conjunction with the Sweepstakes is subject to Sponsor's privacy policy available at www.fireballwhisky.com/privacy-policy-terms-of-use.

8. DISPUTE RESOLUTION/GOVERNING LAW:

By participating in the Sweepstakes, you agree that: (a) any action at law or in equity arising out of or relating to these Official Rules or the rights and obligations of any entrant and/or Sponsor shall be filed in state court in Jefferson Parish, Louisiana (USA) or in the U.S. District Court for the Eastern District of Louisiana, and you hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action (and waive any right to change of venue, *forum non conveniens*, or any like right); (b) any and all disputes, claims, and causes of action arising out of or connected with these Official Rules, and/or the rights and obligations of any entrant and/or Sponsor, shall be resolved individually, without resort to any form of class action, and (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred (if any), including costs associated with participating in this Sweepstakes but in no event attorneys' fees; and (d) under no circumstances will any entrant be permitted to obtain awards for and hereby waives all rights to claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual 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, or the rights and obligations of any entrant and/or Sponsor, shall be governed by and construed in accordance with the laws of the State of Louisiana (USA), without giving effect or regard to any principles or doctrines of conflicts of law/choice of law of the State of Louisiana (USA) or of any other jurisdiction.

9. WINNERS' LIST. For the names of prize winners, send a self-addressed, stamped envelope to: Katherine Simon, 650 Poydras St, Suite 2450, New Orleans, LA 70130. Requests must be received by January 9, 2014 and winners' list will be available after February 1, 2014. Canadian residents only may omit return postage.