

## **Caddy Cocktails Cobra Sweepstakes** **Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING SWEEPSTAKES IS VALID ONLY IN THE FIFTY (50) UNITED STATES AND DISTRICT OF COLUMBIA (“D.C.”), AND IS OPEN ONLY TO QUALIFIED PERSONS (AS DEFINED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED. BY PARTICIPATING IN THIS SWEEPSTAKES, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF SPONSOR AND ADMINISTRATOR. DO NOT PARTICIPATE IN THE SWEEPSTAKES IF YOU DO NOT AGREE TO THESE OFFICIAL RULES AND FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.**

**Sweepstakes Name:** Caddy Cocktails Cobra Sweepstakes (the “Sweepstakes”).

**Sweepstakes Dates:** Registration begins at 12:00:01am Eastern Time (“ET”) on **4/25/2022**, and ends at 11:59:59pm ET on **5/1/2022** (the “Registration Period”). The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void outside the (50) United States and D.C., and wherever restricted or prohibited by law.

**Eligibility – Who May Enter:** Each individual entering the Sweepstakes (each, an “Entrant”), at the time of entry: (a) must be a legal resident of the United States or D.C; (b) must be 21 years or older; (c) must have a valid U.S. driver’s license or government issued photo identification; (d) must have access to the internet in order to enter; (e) may not be, or at any time since January 1, 2022, have been, an employee, officer, director, member, shareholder, or agent of Next Century Spirits (the “Sweepstakes Sponsor”), or any of their respective franchisees, parents, subsidiaries, affiliated companies, suppliers, distributors, wholesalers, printers, advertising and promotion agencies, or any and all other companies associated with the design or execution of this Sweepstakes; or an employee, officer, director, member, shareholder, or agent of any licensed alcohol wholesaler, manufacturer, distributor or retailer of alcohol-beverage products (collectively, “Released Parties”); (f) may not be an immediate family member or household member of any individual identified in item (e) above. “Immediate family members” includes, for purposes of this Sweepstakes, parents (including in-laws), step-parents, grandparents, siblings (including step-siblings), half-siblings, children (including step-children), grandchildren (including step grandchildren) and each of their respective spouses and/or domestic partners, regardless of where they reside. “Household members” means people who share the same residence at least three (3) months per year.

**How to Enter – Instagram:** To enter, 1. follow @CaddyCocktails on Instagram, 2. Like @CaddyCocktails in feed post with the sweeps details, 3. Tag 3 friends in the comments.

**All entries must fully complete the above steps and must be received by 11:59pm ET on 5/1/2022 to be eligible. Maximum of one entry per person and per valid Instagram account during the entire Registration Period.**

Any incomplete or ineligible entries will be disqualified. Released Parties are not responsible for lost, late, misdirected, illegible, incomplete, invalid, unintelligible, damaged, or for entries submitted in a manner that is not expressly allowed under these rules, or for any entry not submitted or received due to any technical error or failure, unauthorized human intervention, inaccurate capture or mis-entry of any required information, or the failure to capture any such information for any reason including programming or technical errors, or effects of hackers or failure of any electronic equipment, computer or cellular transmissions and/or network connections; all of which will be disqualified.

**By participating and submitting an entry, contestant agrees that sponsor and participating parties are authorized to contact entrant via Instagram or any other form of media to make contestant aware of information pertinent to the Promotion.**

Each participant must submit an entry on his/her own behalf. Any entry submitted on behalf of another individual or using another person's account or false information, will be disqualified and ineligible to claim any prize. Any attempt by any participant to obtain more than the stated number of entries allowed by using same, multiple/different emails, identities, or any other methods void that participant's entries and that participant may be disqualified. No mechanically reproduced or automated entries permitted. Use of any automated system to participate is prohibited and will result in disqualification and all such entries will be deemed void.

By registering to enter Sweepstakes, you affirm that you have read and accepted these Official Sweepstakes Rules. All entrants agree to be bound by and abide by the official rules of the Sweepstakes.

**Winner Selection and Notification:** On or about **5/2/2022**, a random drawing will be held to select a total of one (1) potential grand prize winner (see grand prize description below).

Each potential winner will be notified initially by Instagram direct message beginning on or about **5/2/2022**. If the Administrator is unsuccessful in its attempt to reach a selected potential grand prize winner within 24-hours of the initial notification attempt to the profile associated with that contestant's entry, then that contestant may be disqualified and an alternate potential winner may be randomly selected from among the remaining eligible entries received and notified as per the procedures outlined above (*time permitting*).

During winner notification, the selected potential winner must confirm their eligibility. If the selected winner does not meet the eligibility requirements, or is unable or unwilling to accept the prize or elects to decline the prize, s/he will be disqualified and, at Sponsor's discretion and time permitting, an alternate winner will be randomly selected from among all remaining eligible entries and notified as per the procedures outlined above (*time permitting*). Any disqualified contestant will not receive any alternate prize substitution or compensation. **Decisions of the Administrator in the selection and determination of the winners and all matters relating to this Sweepstakes are final and binding.**

#### **Grand Prize Awards (Maximum 1 winner):**

**Grand Prize:** The grand prize winner shall receive a Cobra Golf LTDX Driver, 3 wood, Iron set, and wedges with a maximum retail value not to exceed \$2,500.

**General Prize Conditions:** **No alcoholic beverage is part of any prize award.** All other costs and expenses related to prize acceptance, delivery, redemption or use not specified herein as being provided are the sole responsibility of winner. All income, federal, state and local taxes are the winner's sole responsibility. All prize awards are non-transferable and no cash redemption or prize substitution allowed, except at Sponsor's sole discretion or as provided herein. Sponsor reserves the right to substitute a prize with one of comparable or greater value, at its sole discretion. All prizes are awarded as is, without any warranty, express or implied, by Sponsor. Failure to collect or properly claim prize in accordance with these rules will result in forfeiture of the prize. If forfeited for any reason, participant will not receive any other prize substitution or compensation, and the prize will remain the property of Sponsor and will not be awarded, except as provided herein. All properly claimed prizes will be awarded. Any unclaimed prizes will not be awarded.

**Additional Rules & Restrictions:** By participating, entrants agree to abide by and be bound by the Official Rules and the decisions of the Sponsor and Administrator, which shall be final in all matters relating to this Sweepstakes. In the event an entrant wins a prize, and is later found to be in violation of these rules he/she will be required to forfeit the prize or to reimburse Sponsor for the stated value of the prize if such violation is discovered after winner has used the prize. Participation in Sweepstakes constitutes permission for the Sponsor and its designees to use entrants' names, cities and states of residence and/or likenesses for purposes of advertising and trade in any and all media now or hereafter known worldwide on perpetuity without limitation or further compensation, notification or permission,

unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for any prize.

By participating, entrants agree to hold all Released Parties harmless from any claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to entrant's participation in this Sweepstakes, or the acceptance, possession or use/misuse of any prize, or participation in prize-related activities (including but not limited to travel or activity related thereto), and to assume all liability therefor.

Released Parties shall not be liable to winner or any other person for failure to supply the prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Released Parties' sole control.

Participants are restricted to use of ordinary and typical computer equipment, mobile phone equipment, Internet access and cellular networks. Sponsor disclaims all liability for the inability of a participant to complete or continue an entry due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Sponsor's control, or otherwise. The Sponsor disclaims any liability for entries not received due to technical difficulties or transmission errors. The Sponsor disclaims all liability for any delays, mis-delivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. Released Parties are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Sweepstakes, and any injury or damage to entrant's or any other person's computer or mobile phone related to or resulting from participating in or downloading any information necessary to participate in the Sweepstakes. Released Parties are not responsible for any other errors of any kind, whether computer, technical, typographical, printing, human or otherwise, relating to or in connection with the Sweepstakes, including, without limitations, errors which may occur in connection with the printing or advertising of this Sweepstakes, administration or execution of the Sweepstakes, the cancellation of the game, the processing of entries or in the announcement of the prizes or prize winner. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the Sweepstakes website.

Sponsor reserves the right to cancel, modify, reschedule or terminate the Sweepstakes for any reason including, but not limited to acts of God, pandemics, force majeure, government regulatory action or ruling, fraud, misconduct, or if any technical failures destroy or threaten the integrity of the Sweepstakes, in the opinion of the Sponsor/Administrator, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Sweepstakes as determined by Sponsor/Administrator, in their sole discretion. In the event of early termination of the Sweepstakes, Sponsor reserves the right to determine prize winners in a random drawing from among all eligible, non-suspect entries received as of the time/date of such termination.

**IN CASE OF DISPUTES:** By participating, each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, 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 within the State of North Carolina; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, and in no event will entrant be entitled to received attorneys' fees or other legal costs; and (3) 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 Sponsor in connection with this Promotion, shall be governed by, and construed in accordance with the laws of the State of North Carolina, without giving effect to any choice

of law or conflict of law rules or provisions (whether of the State of North Carolina or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of North Carolina.

**Odds:** Odds of being selected as a grand prize winner are dependent upon the total number of eligible entries received for each prize pool as outlined above.

**Sponsor:** This Sweepstakes is sponsored by Next Century Spirits. 601 Six Forks Road Ste. 260. Forum 1. Raleigh, NC 27615

**Caddy Clubhouse Cocktails®. PLEASE CADDY RESPONSIBLY.**  
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