

OFFICIAL RULES

AMENDED OFFICIAL RULES AS OF August 23, 2018

NO PURCHASE NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALCOHOL IS NOT A PART OF THE PRIZE.

ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW.

BY ENTERING THE CONTEST YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, READ CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE RELEASED PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

THE A Beautiful Future (THE "CONTEST") **BEGINS AT 12:00 A.M. ET ON July 9, 2018 AND ENDS AT 11:59 P.M. ET ON September 23, 2018** ("ENTRY PERIOD").

1. ELIGIBILITY: Contest is open only to legal residents who are physically located in one (1) of the fifty (50) United States or the District of Columbia (NOT including residents of Utah, Puerto Rico, all U.S. Territories and Possessions and overseas Military Installations), age twenty-one (21) or older at time of entry. Employees and their immediate family members (defined as spouses, parents, siblings or children) of **Moet Hennessy USA, Inc.** ("Sponsor"), Instagram, Twitter and each of their respective parent companies, affiliates, subsidiaries, retailers, distributors, wholesalers, advertising and promotion agencies are not eligible. All federal, state, and local laws and regulations apply. All Sweepstake Entrants ("Entrant") agree to be bound by these Official Rules and the decisions of the Sponsor shall be final and binding. All Entrants must release Sponsor, Twitter, Instagram and each of their respective parent and affiliated companies and all other businesses involved in this Contest ("Released Parties"), as well as the employees, officers, directors, shareholders, representatives, agents, successors and assigns of each, from all claims, liability, lawsuits, costs, expenses, fees, injuries (including death), losses, and damages relating to their participation, acceptance and use of any Prize (as defined below). Winners assume all liability for any injury or damage, including death caused or claimed to be caused by participation in this Contest or use or redemption of Prize. Void where prohibited or restricted. Winning a Prize is contingent on fulfilling all requirements in these Official Rules.

2. HOW TO ENTER THE CONTEST: INTERNET ACCESS NECESSARY TO ENTER FOR A CHANCE TO WIN. The Contest can only be entered online. To enter the Contest, each Entrant must have an active Twitter or Instagram account. (the "Entry Site") To enter the Contest, each Entrant must post text, photo or video on Twitter or Instagram what #ABeautifulFuture looks like to them. The content of Entrant's post shall in no event i) infringe on the rights of any third party and/or ii) contain any inappropriate, offensive, obscene, defamatory, insulting, violent or disrespectful content and/or iii) promote irresponsible alcohol consumption and/or iv) include anything that primarily appeals to those under the legal drinking age. Any such entry will immediately be excluded from the Contest.

Entrants must share their submission on Twitter or Instagram utilizing the hashtag #ABeautifulFuture #Contest and tag @belvederevodka. Sponsor is not responsible for any typographical or other error in the administration of the Contest or in the announcement of any Prize. Limit one entry per person. Should a dispute arise regarding the identity of the Entrant, the Twitter or Instagram handle on which the submission was made at the time of entry will be considered the Entrant. Potential winners may be required to show proof of being the Twitter or Instagram account holder. Sponsor is not responsible for lost, late, damaged or misdirected entries.

3. **WINNER SELECTION:** The Potential Grand Prize Winner will be selected from all eligible entries received during the Entry Period. The Potential Grand Prize Winner will be chosen by a panel of four (4) judges chosen by Sponsor, including two (2) judges from Belvedere, Janelle Monae and Janelle Monae's Creative Director, whose decisions are final and binding in all matters related to the Contest. Submissions will be judged according to the following rubric: 25% optimism, 25% inclusivity, 25% creativity, 25% originality. Odds of winning depend on the number of eligible entries received during the Entry Period. The Potential Grand Prize Winner (as defined below) will be notified by direct message by at 11:59 ET on September 28, 2018. Upon successful completion of all required forms set forth herein, the Potential Grand Prize Winner will become the "Grand Prize Winner." **The Grand Prize Winner will be awarded (1) a trip to Miami for two to attend Belvedere x Art Basel event feature Janelle Monae, (2) Winner's submission and/or submission topic will be used by Janelle Monae to create a short digital film. In addition, twenty-five (25) secondary Potential Winners will be selected by a random drawing conducted by an independent third-party company, whose decisions are final and binding in all matters.** Odds of winning these secondary prizes depend on the number of eligible entries received during the Entry Period. Upon successful completion of all required forms set forth herein, each Potential Winner will become a "Winner," and collectively the "Winners".

In addition, each Entrant's submission may be featured on brand social channels and in brand created assets that can be distributed in paid and non-paid platforms.

Entrants expressly grant Belvedere the right to use the submission accordingly on all mediums indefinitely without the payment of any royalties.

Winners are responsible for all applicable federal, state, local sales and income taxes and any costs, expense(s) or fees whatsoever in connection with the Prize not specifically provided herein. If the actual value of a Prize is lower than ARV (as defined below) stated in these Official Rules, the difference will not be awarded in cash. In the event that, for reasons beyond their control and not related to the Winner, the Sponsor or independent third-party company is unable to award any Prize as described in these Official Rules, they will substitute the Prize with another prize of similar nature and equal or greater value at their sole discretion. The Prize is non-assignable and non-transferable and is not redeemable for cash. If the selected Winners are unable to accept a prize in its entirety for any reason, the selected Winners will forfeit the Prizes and the Prizes will be awarded to an alternate Winner. All Prizes are guaranteed to be awarded, assuming a sufficient number of entries are received. All entries and potential Winners are subject to verification by Sponsor and administrator,

whose decisions are final and binding. No compensation will be paid in lieu of prize. Sponsor reserves the right to substitute a prizes of equal or greater value if advertised Prizes are unavailable.

By accepting the Prizes, the Winners irrevocably grant(s) Sponsor the right and permission (except where prohibited by law) to use Winners' name, Prizes 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 Contest without additional compensation.

4. PRIZES & APPROXIMATE RETAIL VALUES ("ARV"): By not later than 11:59 PMET on **September 28, 2018** there will be 26 total potential Winners. The Grand Prize Winner will receive one (1) trip for two (2) to the Belvedere x Art Basel event. In addition, the Winner's submission (and or submission topic) will be used by Janelle Monae to create a short digital film. The secondary Winners will be awarded Spotify Premium gift codes that can be redeemed for 6 months of free service. The ARV of the Grand Prize is \$4,750.00. The ARV of the secondary Prizes is \$2,250.00. The total ARV for all Prizes is \$7,000.00.

All expenses not specifically mentioned herein are not included as part of any Prizes and are solely the Winners' responsibility, including, but not limited to: ground transportation, parking fees, food and beverages.

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).

5. WINNERS NOTIFICATION: Potential Winners will be notified via direct message. If any of the potential Winners do not respond to the direct message within five (5) days of sent date, it will result in disqualification, and the Prizes will be awarded to an alternate potential Winner. In the event of any disqualification an alternate potential Winner will be selected. All potential Winners will be required to complete and return an electronic Affidavit of Eligibility and Liability and a Publicity Release with digital signature, which must be emailed back within forty-eight (48) hours of receipt or potential Winners will be disqualified. Entrants are responsible for notifying Sponsor of changes in email and/or home addresses. If an Affidavit and/or Release are returned as undeliverable, it will result in disqualification and the Prize will be awarded to an alternate Winner in a separate random drawing. Failure to fully complete, execute and return all required forms specified within this time period may result in the Winner being disqualified. In the event of any such disqualification an alternate Winner will be selected.

Upon timely receipt of the completed Affidavit and Publicity Release, Sponsor will confirm selection of the Winner by email.

6. PRIVACY AND SUBMISSIONS: By entering this Contest, Entrants agree that (notwithstanding anything to the contrary contained in any privacy policy of Sponsor) 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 Contest and

to communicate with the Entrants in relation to the Contest. Entrants are providing information to Sponsor.

By entering the Contest, Entrants agree to have their name, and any post, text, or video submitted featured in publicity materials relating to the Contest and participate in promotional activity, including but not limited to featuring in a photograph relating to the Contest, without further reference, payment or other compensation.

7. **GENERAL:** Sponsor reserves the right, in its sole and absolute discretion, to disqualify (or terminate the Prize of) any individual who is found to be, or suspected of, acting in violation of these Official Rules. If for any reason this Contest is not capable of running as planned, or if this Contest, the Entry Site, Twitter, Instagram] or any Website associated herewith (or any portion thereof) becomes corrupted or does not allow the proper playing of the Contest and processing of entries in accordance with these Official Rules, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by Entrants, fraud, technical failure, or any other causes, in the Sponsors' sole opinion, corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Contest, the Sponsor reserve the right, at its sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, modify or suspend this Contest or any portion thereof. In the event Sponsor is prevented from continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, earthquake, explosion, labor dispute or strike, 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, or order of any court or other cause not within Sponsor's control, Sponsor shall have the right to modify, suspend, extend or terminate the Contest. If a cancellation, termination, modification, or suspension occurs, notification will be posted at the Entry Site and on the @BelvedereVodka Twitter and Instagram page. If cancelled, Sponsor reserves the right to conduct a random drawing to award Prizes from among all eligible, non-suspect entries received prior to such cancellation. Sponsor reserves the right to disqualify Entrants who violate these Official Rules or interfere with this Contest in any manner and terminate such Entrant's eligibility to participate in the Contest. Any attempt by an Entrant or any other individual to deliberately damage the Entry Site or undermine the legitimate operation of the Contest is a violation of criminal and/or civil laws and should such an attempt be made, the Sponsor reserve the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

8. **RELEASE AND LIMITATIONS OF LIABILITY:** By entering, Entrants agree to (i) comply with these Official Rules including all eligibility requirements; and (ii) release, defend, indemnify, and hold harmless Released Parties from any and all liability, claims, actions, injury, death, loss or damage of any kind resulting from participating in this Contest, from participating in any Contest-related activity or from the acceptance, use or misuse of any Prizes awarded. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human

intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; (5) late, lost, undeliverable, damaged, misdirected or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrants' participation in the Contest or receipt or use or misuse of any Prizes. The Released Parties are not responsible for misdirected or undeliverable entries or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any typographical/other error in entries, selection announcement or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with this Contest.

9. **SUSPENSION / MODIFICATION / TERMINATION:** In the event Sponsor is prevented from continuing with the Contest by any event beyond its control, including, but not limited to: fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Contest by any party, or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control, Sponsor shall have the right to modify, suspend or terminate the Contest. Sponsor additionally reserves the right, in its sole and absolute discretion: to modify, suspend or terminate the Contest should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Contest.

10. **DISPUTES:** Except where prohibited, Entrants agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest 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 Contest, but in no event attorneys' fees; (3) under no circumstances will Entrants be permitted to obtain awards for, and Entrants 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) Entrants 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 Entrants and Sponsor in connection with the Contest, 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.

11. **SPONSOR: Moet Hennessy USA, Inc., 85 Tenth Avenue, 2nd Floor, NY, NY 10011.**

This Contest is in no way sponsored, endorsed or administered by, or associated with Twitter or Instagram. Entrants are providing information to Sponsor and Sponsor's affiliates and not to any other party.

// End of Official Rules //

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Abbreviated Rules:

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED. MUST BE 21 YEARS OR OLDER. ALCOHOL IS NOT A PART OF THE PRIZE.

Contest open only to legal residents of the U.S. (excluding Utah). Contest begins at 12:00 A.M. ET on July 9, 2018 AND ENDS AT 12:00 A.M. ET ON September 23, 2018. The Winners will be notified by no later than 11:59 PM ET, September 28, 2018.

For Official Rules, go to www.BelvedereVodka.com/ABeautifulFuture. ARV of the Grand Prize: \$4,750.00. ARV for secondary Prizes \$2,250.00 Total ARV of all Prizes \$7,000.00. Sponsor: Moët Hennessy USA, Inc., 85 Tenth Avenue, 2nd Floor, New York, New York 10011