

**New Calle City Sweepstakes  
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.**

**1. DESCRIPTION:** The New Calle City Sweepstakes (the "**Sweepstakes**") begins on Tuesday, February 16, 2021 at 12:00:01 am Pacific Time ("**PT**") and ends on Wednesday, February 24, 2021 at 11:59:59 m PT (the "**Sweepstakes Period**"). The Sweepstakes consists of five (5) separate entry pools (each, an "**Entry Pool**" and collectively, "**Entry Pools**") to award one (1) prize as described in Section 6 from among all eligible entries received from the Entry Pool with the most nominations. The Sponsor of this Sweepstakes is Remezcla LLC, 101 North 3<sup>rd</sup> Street, Suite 1E, Brooklyn, NY 11211 ("**Sponsor**"). The administrator of this Sweepstakes is Creative Zing Promotion Group, LLC ("**Administrator**"), 2265 Lee Road, Suite 229, Winter Park, FL 32789. The Sponsor and Administrator will collectively be referred to as the "**Sweepstakes Entities**".

**2. ELIGIBILITY:** Sweepstakes is open only to legal United States residents residing in the forty-eight (48) contiguous United States and Washington, D.C., who are physically located and residing therein who are at least twenty-one (21) years of age at the time of entry (the "**Entrant**"). **ADDITIONALLY, IF AN ENTRANT IS SELECTED AS A WINNER, THEY MUST BE AVAILABLE TO ATTEND A SONG COLLABORATION WHICH IS CURRENTLY CONTEMPLATED TO BE ON MARCH 9, 2021.** Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within six months prior to the start of the Sweepstakes Period, held employment with or performed services for Sponsor, Administrator, Brown Forman Corporation or any organizations affiliated with the sponsorship, fulfillment, administration, prize support, advertisement or promotion of the Sweepstakes, and wholesalers, suppliers, distributors and retailers of alcoholic beverage licensees (collectively, "**Licensees**") are not eligible to enter or win. Immediate family and household members of such individuals are also not eligible to enter or win. For purposes of the Sweepstakes, "**Household Members**" shall mean those people who share the same residence at least three (3) months a year and "**Immediate Family Members**" shall mean parents, stepparents, legal guardians, children, stepchildren, siblings, stepsiblings, or spouses. In the event of a dispute over the identity of an Entrant or potential winner in the Sweepstakes, the Entrant or potential winner will be deemed the authorized account holder of the email address associated with the entry. "**Authorized Account Holder**" is defined as the natural person in whose name the e-mail account was opened. In the event a dispute regarding the identity of an Entrant or potential winner cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Entries will not be acknowledged except as provided herein. Sweepstakes prize is non-transferable and cannot be substituted, sold, or bartered. Void where prohibited or restricted by law and in all states not specifically included in the eligibility criteria.

**3. HOW TO ENTER:** During the Sweepstakes Period, eligible Entrants must go to [remezcla.com/jdnewcalle](https://remezcla.com/jdnewcalle) (the "**Website**") and follow the on-screen instructions to complete the online entry form. The Entrant will be required to provide his or her name, phone number, email address, and date of birth. In addition, the Entrant will be required to select one (1) of the available Entry Pools corresponding to the city (the "**City**") that they would like their entry entered into. The Entrant must affirmatively accept the Official Rules and click the "submit" button to receive one (1) entry for their selected Entry Pool. All entries must be received by 11:59:59 pm PT on Wednesday, February 24, 2021.

<b>Entry Pool</b>	<b>City</b>
1	Los Angeles, California
2	Houston, Texas
3	Miami, Florida
4	Chicago, Illinois
5	New York, New York

Entrants may only enter one (1) time in one (1) Entry Pool for the duration of the Sweepstakes Period. If entries exceed the entry limitations, the Entrant may be disqualified, at the Sponsor's sole discretion. Entries generated by a script, macro or other automated means will be disqualified. Entrants must accurately provide all of the requested information to be eligible to win. Incomplete, unreadable, or unintelligible entries will be disqualified. ELIGIBLE ENTRANTS MUST SUBMIT THE REQUESTED ENTRY INFORMATION IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF SUBMISSION WILL BE ACCEPTED. Participation in the Sweepstakes constitutes Entrant's understanding of, full and unconditional agreement to, and acceptance of these Official Rules. Sponsor reserves the right to disqualify any Entrant that Sponsor determines to be in violation of any term contained in these Official Rules. Sponsor's decision not to enforce a specific provision of these Official Rules does not constitute a waiver of that provision or of the Official Rules generally. **Sponsor has the right to change the Sweepstakes Period, and all other dates or deadlines set in connection with this Sweepstakes, at any time and in its sole discretion and notice will be posted on the Website.**

**4. WINNER SELECTION AND NOTIFICATION:** At the conclusion of the Sweepstakes Period, the Administrator will conduct one (1) random drawing from the Entry Pool with the most entries to select one (1) potential prize Winner from among all eligible entries for that Entry Pool. The Administrator will notify the potential Winner on or about Friday, March 6, 2021 at the email address associated and/or phone number with the entry. Potential Winner will be required to respond (as directed) to the notification within forty-eight (48) hours of attempted notification. The failure to respond within the stated time period may result in forfeiture of the prize. Potential Winner will be required to verify address, sign, and return within forty-eight (48) hours of initial notification one or more forms covering eligibility, liability, advertising and (unless prohibited by law) publicity rights and such other documents as Sponsor or Administrator may require (collectively, "**Prize Acceptance Forms**"). Failure to return the Prize Acceptance Forms within the specified time period may result in forfeiture of the prize and selection of an alternate potential Winner from the remaining eligible entries from the Entry Pool with the most Nominations. Potential Winner must consent to a background check as a condition of accepting the Prize. Such background check may include (but is not limited to) a social media profile review, investigation of criminal or other arrest or conviction record, and any other factor deemed relevant by Sweepstakes Entities to help ensure that the potential Winner's participation in the Sweepstakes will not, in Sweepstakes Entities' sole discretion, bring Sweepstakes Entities into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Sweepstakes Entities. If requested, the potential Winner must agree to sign waiver forms authorizing the release of personal and background information. Sweepstakes Entities reserve the right to contact any person or entity, including any third party, referenced in the background check. Prize will not be awarded until all such properly executed Prize Acceptance Forms are returned. Sweepstakes Entities, in their sole discretion and time permitting, will attempt to contact up to three (3) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. Sweepstakes Entities reserve the right to disqualify anyone not fully complying with the Official Rules. ALL FEDERAL, STATE AND LOCAL TAXES AND ANY OTHER COSTS AND EXPENSES ASSOCIATED WITH THE RECEIPT OR USE OF THE PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER.

**5. ODDS:** Odds of winning depend on the number of eligible entries received for the Entry Pool with the entries.

**6. PRIZE:** One (1) Prize is available consisting of an opportunity to collaborate on the production of a New Calle song (the "**Song**") with various music artists (the "**Collaboration**") in the selected City and receive production credits for the Song. Collaboration date to be determined at the sole discretion of Sponsor, which is currently contemplated to be March 20, 2021. The Prize has no associated value. Beverage alcohol is not part of any prize.

**Prize Provisions:** No compensation will be awarded as a result of the Collaboration or having such Collaboration included in the Song. Winner may be afforded credit within the Song consistent with Sponsor's crediting policies and procedures, and subject to the approval of Sponsor's Standards and Practices Department. The granting of, order, form, size and all other matters relating to any credits in connection with the Song shall be subject to Sponsor's prior approval. The length, manner, prominence, and other specifics of the Winners Collaboration will be determined at the sole discretion of Sponsor; Winner may be asked to sign additional confidentiality releases, on-camera releases and/or production releases as requested on-site by Sponsor or recording studio. The Collaboration has no associated cash value and if the Collaboration becomes unavailable, or if the Winner is barred from attendance for any reason, applicable portions of the prize will be cancelled without substitution or compensation. If Winner cannot accept a prize, or any portion thereof, as stated, the prize may be forfeited at

the sole discretion of Sponsor. Winner is solely responsible for transportation to/from the location for the Collaboration. If Winner lives outside of a 200-mile radius to the production studio in the nominated City, the Sponsor at its sole discretion will provide the necessary transportation and accommodations. Winner shall be solely responsible for any applicable federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the prize.

Prize cannot be sold, transferred, auctioned or traded for any reason. Collaboration date, time, and location, is subject to change at the sole discretion of the Sponsor. In the event that the Collaboration does not or cannot take place as scheduled or at all, for reasons included but not limited to scheduling conflicts, cancellations, postponement, or for any other reason, the Winner will receive no other, or additional compensation. If the Prize cannot be awarded due to circumstances beyond the control of the Sponsor, the Sponsor reserves the right to substitute the prize, or any portion thereof, with a prize of comparable or greater value, however, if the Prize is awarded but goes unclaimed or is forfeited by the recipient, such prize may not be re-awarded, in the sole discretion of the Sponsor.

**Conduct:** Winner shall conduct himself/herself with due regard to the public conventions and morals. The Winner shall not, while representing the Sweepstakes Entities during the Collaboration, commit an offense involving moral turpitude under local laws or ordinances. The Winner shall not commit any act that will tend to degrade the Sweepstakes Entities in society or bring the Sweepstakes Entities into public hatred, public disrepute, contempt, scorn, or ridicule or that will tend to shock, insult or offend the community or public morals or decency or prejudice the Sweepstakes Entities. In the event the Winner engages in the above or behavior that (as determined by Sweepstakes Entities in their sole discretion) is obnoxious or threatening, illegal, or that is intended to annoy, abuse, threaten, or harass any other person, the Sweepstakes reserve the right to terminate the Prize early and send the Winner home with no further compensation. Winner must comply with all COVID-19 mitigation measures requested by Sponsor and/or its representatives, as well as all Federal, State and local requirements in place at the time of the Collaboration.

**7. CONDITIONS OF PARTICIPATION/RELEASES:** Sponsor, in its sole discretion, may designate the Administrator to handle Winner selection, notification and fulfillment tasks on Sponsor's behalf. All federal, state and local laws and regulations apply. By participating, each Entrant agrees to be bound by these Official Sweepstakes Rules and the decisions of the Sweepstakes Entities, which shall be final in all respects. Each Entrant (including each potential Winner and the Winner) hereby releases the Sweepstakes Entities, Brown Forman Corporation, and each of their respective parent, subsidiary and affiliated companies, units and divisions and advertising and promotional agencies and prize suppliers; each of their respective officers, directors, agents, representatives and employees; and each of these companies and individuals' respective successors, representatives and assigns (collectively, the "**Released Parties**") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Sweepstakes and/or acceptance, use, or misuse of any prize. Each Entrant, as a condition of receiving a prize, authorizes the Sponsor and its designees to use his/her name, voice, likeness, biographical data, city and state of residence in programming or promotional material, throughout the universe in perpetuity, or on a winner's list, if applicable, without further compensation unless prohibited by law. By entering the Sweepstakes, Entrants agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes 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 the Sweepstakes, but in no event will Entrant's attorneys' fees be awarded or recoverable; and (3) under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby knowingly and expressly waives all rights to seek, punitive, incidental or consequential damages and/or any other damages, other than actual out-of-pocket expenses, and/or any and all rights to have damages multiplied or otherwise increased. The Released Parties shall not be liable for: (i) late, lost, delayed, stolen, misdirected, postage-due, incomplete, unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind caused by the prize or resulting from acceptance, possession, use or misuse of a prize, or from participation in the Sweepstakes; (v) the Entrant's claim that he or she has somehow been defamed or portrayed in a false light or (vi) any printing, typographical, human administrative or technological errors in any materials associated with the Sweepstakes. Sweepstakes Entities assume no responsibility for any damage to an

Entrant's computer system, which is occasioned by accessing the Website, or participating in the Sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature, or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sweepstakes Entities reserve the right, in their sole discretion, to cancel, modify or suspend the Sweepstakes (or any portion of the Sweepstakes) should a virus, bug, computer problem, unauthorized intervention or other cause or problem corrupt or inhibit the administration, security or proper play of the Sweepstakes and, in such situation, to select the winner from eligible non-suspect entries received prior to and/or after such action or in such manner as deemed fair and appropriate by the Sweepstakes Entities. Sweepstakes Entities may prohibit you from participating in the Sweepstakes or winning a prize if, in their sole discretion, they determine you are attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other Entrants or Sweepstakes Entities representatives. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE SWEEPSTAKES. SHOULD SUCH AN ATTEMPT BE MADE, SWEEPSTAKES ENTITIES RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**8. INDEMNITY:** Each Entrant (including each potential Winner and the Winners) shall indemnify, defend and hold harmless the Released Parties from and against any and all claims, damages, actions, liability, loss, injury or expense, including reasonable attorneys' fees and costs, arising out of or in connection with: (a) participation in the Sweepstakes; (b) a breach or allegation which if true would constitute a breach of any of the representations, warranties or obligations herein; and (c) acceptance, possession, grant, or use of any prize, including without limitation, personal injury, death and property damage arising therefrom.

**9. GOVERNING LAW:** Any and all disputes, claims and causes of action arising out of, or connected with, this Sweepstakes, including without limitation, any alleged violation of these Official Rules, any controversy relating to the arbitrability of any dispute, or any claim that the Sweepstakes, or any part thereof, is invalid, illegal or otherwise voidable (or void), shall be resolved exclusively by arbitration to be held solely in Plano, Texas under the auspices of the American Arbitration Association and pursuant to its Commercial Dispute Resolution Rules and Procedures. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. This arbitration provision shall be deemed to be self-executing, and in the event that either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear. In no event shall an Entrant seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of this Sweepstakes.

All issues and questions concerning the construction, validity, interpretation and enforceability of this Sweepstakes, or the rights and obligations of Entrants and Sweepstakes Entities, 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 (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

**10. PRIVACY POLICY:** The personal information provided by Entrants may be used as provided in Sponsor's privacy policy or these Official Rules. See Sponsor's privacy policy at <https://remezcla.com/privacy-policy/> for details regarding use of the personal information collected in connection with this Sweepstakes. In the event of any conflict between these Official Rules and such privacy policy, these Official Rules shall control. By entering the Sweepstakes, you grant Sponsor permission to correspond with you via email and phone regarding the Sweepstakes, to share your email address and any other personally identifiable information with the corresponding Sweepstakes Entities or third parties solely for the purpose of Sweepstakes administration, communication and fulfillment or for any other purposes permitted by these Official Rules or the Privacy Policy. Sponsor will not sell, rent, transfer or otherwise disclose your personally identifiable information to any third party other than as permitted by these Official Rules or the Privacy Policy.

**11. WINNER'S LIST/OFFICIAL RULES:** To obtain the winners' names or a copy of these Official Rules, send a request along with a stamped, self-addressed envelope to: "New Calle City Sweepstakes" Winners /Rules, 2265 Lee Road, Suite 229, Winter Park, FL 32789. Requests must be received no later April 1, 2021.

Please drink responsibly.

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