

VOID OUTSIDE THE UNITED STATES AND WHEREVER PROHIBITED. DO NOT ENTER THIS SWEEPSTAKES IF YOU ARE NOT 21 OR OLDER. THIS SWEEPSTAKES WILL BE CONSTRUED AND EVALUATED IN ACCORDANCE WITH UNITED STATES LAW.

**OFFICIAL RULES FOR
WIN A BIRD DOG SKI SWEEPSTAKES
SPONSORED BY MARTIGNETTI COMPANIES OF NEW HAMPSHIRE
AND WESTERN SPIRITS.**

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING.

The sweepstakes (the "Sweepstakes") entry period opens on January 02, 2019, at 12:00:01 am/EST and will close on March 03, 2019, at 11:59:59 pm/EST (the "Sweepstakes Entry Period").

1. CO-SPONSORS

The Sweepstakes is sponsored by Martignetti Companies of New Hampshire, Inc. with an address of 540 North Commercial Street, Manchester, NH 03101 and Western Spirits Beverage Company, with an address of 2200 Lapsley Lane, Bowling Green, KY 42103 (hereinafter collectively referred to as the "Co-Sponsors").

2. ELIGIBILITY

The Sweepstakes is open to legal residents of ME, NH, VT, MA, RI, CT and NY, who are twenty-one (21) years of age or older as of January 02, 2019. The Sweepstakes is subject to all applicable federal, state and local laws and regulations, and is void outside the 50 United States and D.C. and where prohibited by law.

Employees, officers and directors of the Co-Sponsors, their parent companies, divisions, subsidiaries, and affiliates, and the agents and advertising and promotion agencies of each of the foregoing, and any other entity that develops, produces, or distributes materials for or related to this Sweepstakes, and the immediate family members or households (whether related or not) of any of the above are not eligible to participate or win.

3. PRIZES

Prize: (12) pairs of \$100 Lift Ticket Gift Cards, for Loon Mountain
Value: \$2400.00

The approximate cumulative retail value of prize is Two Thousand four Hundred Dollars (\$2400.00). No transfer or substitution of the prize by the winner shall be allowed. The prize may not be redeemed for cash, and there is no cash value. The prize is non-changeable once redeemed. The prize cannot be used in conjunction or combined with any other competition or offer. The Co-Sponsors reserve the right to substitute the prize and/or any portion thereof for one of equal or greater value for any reason at its sole discretion.

Co-Sponsors reserve the right to cancel this Sweepstakes or modify the prizes or Official Rules with immediate effect at any time prior to the closing date of the Sweepstakes, by advertising that fact on <http://www.nhspirits.com>, or by disseminating such information via email.

4. HOW TO ENTER

Scan QR code with your smartphone from the Bird Dog Whisky display at participating New Hampshire Liquor and Wine Outlet locations to directly access the contest site or enter online at www.nhspirits.com/BirdDogSkiSweeps.aspx. By entering, you represent that you have read these Official Rules located on the Contest Site, and that you agree to be bound by all of them, as applicable. Due to the seasonality of the prize, first and last name, mailing address, phone number, e-mail address, and a confirmation that you are of legal age MUST BE PROVIDED.

5. SELECTION AND NOTIFICATION OF WINNERS

The presumptive winners will be selected by a random drawing from all eligible entrants. One drawing will be held approximately on 2/1/19 and the 2nd drawing will be held approximately on 3/3/19. Odds of winning are dependent on the total number of eligible entries received.

The presumptive winners will be notified by e-mail and phone within 2 days of the drawing. The presumptive winners will be required to respond to the winner notification by e-mail, or phone within five (5) calendar days and, in such response, must provide his/her full name, residential mailing address, daytime telephone number, date of birth, and social security number to receive the prize. The presumptive winner will also be required to sign and return within three (3) days of receipt of winner notification, an affidavit of eligibility and winner liability/ publicity release before receiving the prize. The failure to respond timely and completely to the winner notification will result in forfeiture of the prize and the Co-Sponsors, in their sole discretion, will select an alternative winner. If an e-mail notification is returned as undeliverable, the Co-Sponsors will attempt to re-send that e-mail one (1) time and reach out by phone. If a potential winner does not respond within one (1) calendar day of the transmission of the final e-mail notification, or should the e-mail, after one (1) attempt, be returned as undeliverable, an alternative winner will be selected.

6. CONDITIONS

By participating, entrants agree to be bound by these Official Rules and the decisions of the judges, which shall be final, and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. All federal, state and local laws apply. All federal, state or other tax liabilities arising from this Sweepstakes will be the sole responsibility of the prize winners. The Co-Sponsors, their parent companies, affiliates, subsidiaries and advertising and promotion agencies are not responsible for and shall not be liable for: (i) late, lost, delayed, misdirected, incomplete or unintelligible entries, telephone system or computer malfunctions, lost connections or transmission errors; (ii) any injuries, losses or damages of any kind caused by the acceptance, possession or use of any prize or from participating in the Sweepstakes; or (iii) any printing, typographical, administrative or technological errors in any material associated with the Sweepstakes. Co-Sponsors reserves the right, in its sole discretion, to modify, cancel or suspend this Sweepstakes should a virus, bug, computer problem or other causes beyond the Co-Sponsors' control corrupt the administration, security or proper play of the Sweepstakes. The Co-Sponsors may prohibit you from participating in the Sweepstakes or winning a prize if, in their sole discretion, the Co-Sponsors determine that you are attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices

or intending to annoy, abuse, threaten or harass any other players or Co-Sponsors' representatives. CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION OF SUCH PARTICIPANT AND SHOULD SUCH AN ATTEMPT BE MADE, THE CO-SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

- In the event of a dispute, the decision of the Co-Sponsors shall be final and binding.
- All entries and the information contained in such entries will become the Co-Sponsors' property and will not be acknowledged or returned.
- Acceptance of a prize will constitute permission for the Co-Sponsors to use the names, cities, states, likenesses, and voices of the winners for advertising and promotional purposes, without any further compensation, unless prohibited by law.

7. LIMIT OF LIABILITY AND DISCLAIMERS

A) ALL ENTRANTS AGREE THAT THE CO-SPONSORS, THEIR PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, AND AGENCIES AND/OR ANY OTHER PERSON OR ENTITY ASSOCIATED WITH THE SWEEPSTAKES SHALL NOT BE LIABLE FOR CLAIMS, LOSSES, LIABILITIES, EXPENSES OR INJURIES OF ANY KIND RESULTING IN ANY WAY FROM ENTRANTS PARTICIPATION IN THE SWEEPSTAKES, INCLUDING BUT NOT LIMITED TO, THE DRAWING, THE USE OF THE PRIZE, ANY DELAYED, LOST, MISDIRECTED, OR DAMAGED ENTRIES, OR ANY COMPUTER, ONLINE SERVICE, COMMUNICATIONS OR OTHER TECHNICAL MALFUNCTIONS THAT MAY OCCUR.

B) ALL ENTRANTS ACKNOWLEDGE THAT THE CO-SPONSORS, THEIR PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, AND AGENCIES AND/OR ANY OTHER PERSON OR ENTITY ASSOCIATED WITH THE SWEEPSTAKES MAKE NO WARRANTY OF ANY NATURE, EXPRESS OR IMPLIED REGARDING THE PRIZES, WHETHER WITH RESPECT TO FITNESS FOR PURPOSE, SATISFACTORY QUALITY, DESCRIPTION OR NATURE OF THE PRIZE OR OTHERWISE. ALL ENTRANTS, BY ENTERING THE SWEEPSTAKES, AGREE TO BE BOUND BY THE ABOVE RULES.

8. DISPUTES/CHOICE OF LAW

Except where prohibited, each entrant agrees that this Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Kentucky, without giving effect to any choice of law or conflict of law rules. Co-Sponsors reserve the right to take such action as it deems necessary to enforce these Official Rules and ensure the fair operation of this Sweepstakes, including without limitation barring entrants who do not comply with these Official Rules. By entering, entrants consent to the jurisdiction and venue of the appropriate federal, state and local courts located in Kentucky for any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded.

9. RULES/WINNERS LIST:

For additional information regarding the Official Rules or to obtain a winners list, available after March 15, 2019, send a self-addressed stamped envelope to: Bird Dog WhiSKI Sweeps c/o Martignetti Companies of New Hampshire, P.O. Box 1113, Manchester, NH 03105. Please specify Rules, Winners List or other reason for inquiry. Vermont residents may make this request without a self-addressed stamped envelope.