

**VOID OUTSIDE THE UNITED STATES AND WHEREVER PROHIBITED. DO NOT ENTER THIS SWEEPSTAKES IF YOU ARE NOT 21 OR OLDER AND A LEGAL RESIDENT OF ME, NH, VT, MA, RI, AND CT. THIS SWEEPSTAKES WILL BE CONSTRUED AND EVALUATED IN ACCORDANCE WITH UNITED STATES LAW.**

**OFFICIAL RULES FOR  
MOUNT GAY SUNSAIL CHARTER SWEEPSTAKES  
SPONSORED BY MARTIGNETTI COMPANIES OF NEW HAMPSHIRE  
AND RÉMY COINTREAU USA, INC.**

**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 May 30, 2017, at 12:00:01 am/EST and will close on September 4, 2017, 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 Rémy Cointreau USA, Inc., with an address of 1290 Avenue of the Americas, New York, NY 10104 (hereinafter collectively referred to as the "Co-Sponsors").

**2. ELIGIBILITY**

The Sweepstakes is open to legal residents of ME, NH, VT, MA, RI, and CT, who are twenty-one (21) years of age or older as of May 30, 2017. 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. HOW TO ENTER**

Enter online at <http://www.nhspirits.com/MountGaySunsail.aspx> and complete the online form by providing your first and last name, zip code, e-mail address, and your birthdate to confirm that you are of legal age. By entering, you represent that you have read the Official Rules, are of legal age, and that you agree to be bound by all of them, as applicable. Only one entry per person/email address allowed. Online entries will be deemed to have been submitted by the Authorized Account Holder of the e-mail address submitted at the time of entry. The "Authorized Account Holder" shall mean the natural person who is assigned the e-mail address by an Internet access provider, online service provider, or other organization (such as a business or educational institution) that is responsible for assigning the e-mail address for the domain associated with the submitted e-mail address. In the event of a dispute over the ownership of an e-mail address, the Authorized Account Holder of the designated e-mail address will be considered the potential winner of any prize.

Enter by mail: Complete the official entry form by providing your first and last name, mailing address, and e-mail address, confirmation that you are of legal age, and by mailing the entry form to: MOUNT GAY SUNSAIL CHARTER, Martignetti Companies of New Hampshire, Inc., P.O. Box 1113, Manchester, NH 03105. Only one entry per household allowed. By entering, you represent that you have read the Official Rules, are of legal age, and that you agree to be bound by all rules, as applicable.

#### **4. SELECTION AND NOTIFICATION OF WINNERS**

The presumptive winners will be selected by random drawing to be held on or about 09/5/17 from all eligible entrants. Odds of winning the Grand Prize are dependent on the total number of eligible entries received.

The presumptive winners will be notified by e-mail or phone on or about 09/16/17. The presumptive winners will be required to respond to the winner notification by e-mail, mail, or phone within seven (7) 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 seven (7) days of receipt an affidavit of eligibility and winner liability/ publicity release before receiving the prize. The failure to respond timely and completely to the winner notification may result in forfeiture of the prize and the Co-Sponsors, at their sole discretion, may select an alternative winner. If an e-mail notification is returned as undeliverable, the Co-Sponsors will attempt to re-send that e-mail three (3) times. If a potential winner does not respond within seven (7) calendar days of the transmission of the final e-mail notification, or should the e-mail, after three attempts, be returned as undeliverable, an alternative winner will be selected.

#### **5. PRIZE DETAILS**

The Winner shall receive a 7 night, Private Sunsail Charter (4 cabins) in the British Virgin Islands, accompanied with a skipper to handle the boat for the 1 Winner + 3 Guests and R/T air transfer from the closest US International airport to the BVI destination - \$16,279 Retail Value. The winner must take the charter between October 1, 2017 and March 31, 2018. Exclusion dates include December 16, 2017 - January 2, 2018; February 10, 2018 - February 17, 2018; March 24, 2018 - March 31, 2018. Additional booking terms and conditions apply.

Winner is responsible for arranging pick up of prize at Martignetti Companies of NH, Inc. within 30 days of notification. No transfer or substitution of the prize by the winner shall be allowed. Winner is responsible for all taxes & gratuities. The prize may not be redeemed for cash, and there is no cash value. The prize is nonchangeable 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 at <http://www.nhsprits.com/mountgaysunsail.aspx> or by disseminating such information via email.

#### **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 reserve the right, in their 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 COMPANY, 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 ENTRANT'S 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 COMPANY, AFFILIATES, SUBSIDIARIES, AND AGENCIES AND/OR ANY OTHER PERSON OR ENTITY ASSOCIATED WITH THE SWEEPSTAKES MAKE NO WARRANTY OF ANY NATURE, EXPRESS OR IMPLIED IN RESPECT OF THE PRIZES, WHETHER IN RESPECT OF 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 New York, without giving effect to any choice of law or conflict of law rules. Co-Sponsors reserve the right to take such action as they 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 New York 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 10/01/17, send a self-addressed stamped envelope to: MOUNT GAY SUNSAIL CHARTER, Martignetti Companies of New Hampshire, Inc., 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.