

## **SPICED JACK NO. 94 "WIN \$9400 CASH" SWEEPSTAKES OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN THE SWEEPSTAKES. VOID WHERE PROHIBITED. THIS SWEEPSTAKES IS SPONSORED BY WHITE ROCK DISTILLERIES, INC. (the "Sponsor").

### **ELIGIBILITY:**

Except as provided by these Sweepstakes Official Rules. The Spiced Jack No. 94 "Win \$9400 Cash" Sweepstakes is open to legal residents of the United States and the District of Columbia, except California. Residents must be at least 21 years of age as of the first day of the Sweepstakes Entry Period (as defined below). One entry per household. Employees, officers, directors and agents of Sponsor, its respective parents, affiliates, subsidiaries, distributors, retailers, suppliers, advertising and promotion agencies, any other prize sponsor, and any entity involved in the development, production, implementation, administration or fulfillment of the Sweepstakes (all of the foregoing, together with Sponsor, collectively referred to as "Promotion Entities"), and their immediate family members and/or those living in the same household of such persons, are not eligible to enter the Sweepstakes.

### **HOW TO ENTER THE SWEEPSTAKES:**

To enter Sweepstakes Entrant must log onto the [www.SpicedJackNo.94.com](http://www.SpicedJackNo.94.com) website and fill out the official sweepstakes entry form. Sweepstakes Entrant must complete the form in full. Only valid and complete entries will be accepted.

### **PRIZE AND PRIZE NOTIFICATION SELECTION OF PRIZE WINNER:**

Selection of Grand Prize WINNER: A selection committee will randomly choose one (1) grand-prize winner. All eligible submissions that meet the requirements in these Sweepstakes Rules may be submitted for public posting on the Sweepstakes Site, starting on June 15, 2009; ending on December 31, 2009. By entering the Sweepstakes, each Entrant acknowledges and agrees that, as between Sponsor and any other party, including Sweepstakes Entrant, that any submission however related to the Sweepstakes become the property of Sponsor.

### **PRIZE:**

Grand Prize: \$9400 Cash

### **PRIZE NOTIFICATION:**

The prize winner will be notified on or about February 15, 2010 by phone and via priority mail after the judging is completed. Except, as specifically provided herein, Prizes pictured in point-of-sale, online, print advertising and other Sweepstakes materials are for illustrative purposes only. Actual prizes may vary from prizes pictured. All details and other restrictions of prizes not specified in these Sweepstakes Rules will be determined by Sponsor in its sole discretion. Does not include taxes, insurance, internet fees or any other item not specifically described in these Sweepstakes Rules, and all expenses for any of the foregoing and for use of the prize are the sole responsibility of the Prize winner. Prize cannot be used in conjunction with any other promotion or offer and may not be substituted. Prize may not be transferred or assigned except by Sponsors. Reporting and payment of all applicable taxes, fees, and/or surcharges, if any, arising out of, or resulting from, acceptance or use of a prize, are the sole responsibility of the winner of that prize. Prize winners may have to report their Prize and the value thereof to appropriate government taxing authorities and Sponsor will take such steps as it deems appropriate in its sole discretion to comply with any such laws or regulations. Sponsors expressly disclaim any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use of the Prize. Restrictions, conditions, and limitations apply. The Promotion Entities will not be liable for nor replace any lost or stolen prize items. The Promotion entities make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize furnished by third parties in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

### **ODDS:**

Odds of winning the Sweepstakes depend on the number of Sweepstakes Entrants.

**GENERAL RULES:**

The Sweepstakes is governed by and subject to the laws of the United States. All federal, state and local laws and regulations apply. Void where prohibited by law.

By participating in the Sweepstakes and/or accepting any prize, Sweepstakes Entrants grant permission to the Promotion Entities and their advertising and promotion agencies to use their name, likenesses, and any other material submitted in connection with the Sweepstakes for purposes of advertising, publicity and promotion purposes, without further compensation to Sweepstakes Entrant, unless prohibited by law. Sweepstakes Entrants agree to be bound by the Sweepstakes Rules and the decisions of the Sponsor, which are final and binding on all matters relating to the Sweepstakes. Sponsors are not responsible for any typographical or other errors in the printing of the offer, administration of the Sweepstakes or the announcement of the prize, or for lost, late, misdirected, damaged, incomplete or illegal entries. Sponsors reserve the right at their sole discretion to disqualify any Sweepstakes Entries.

CAUTION: ANY ATTEMPT BY A SWEEPSTAKES ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. DISPUTES/GOVERNING LAW: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE SWEEPSTAKES RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF MAINE WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. Except where prohibited, as a condition of participating in this Sweepstakes, Sweepstakes Entrant agrees that any and all disputes which cannot be resolved between the parties, claims and causes of action arising out of or connected with this Sweepstakes, or any prize awarded, or the determination of winners shall be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will Sweepstakes Entrant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-pocket expenses (e.g., costs associated with entering this Sweepstakes), and Sweepstakes Entrant further waives all rights to have damages multiplied or increased.

**PRIVACY:**

By entering the Sweepstakes, Sweepstakes Entrants agree to Sponsor's use of their personal information. If an entry is selected as a potential, confirmed Finalist, the personal information collected from that Sweepstakes Entrant will be shared with prize providers.

**WINNERS' LIST/RULES REQUESTS:**

For a copy of the Sweepstakes Rules or the winner's name, send a separate, stamped, self-addressed envelope to:

ATTN: Spiced Jack No. 94 "Win \$9400 Cash" Sweepstakes  
c/o White Rock Distilleries  
PO Box 1829  
Lewiston, Maine 04241

Requests received after February 15, 2010 will not be honored.

**SPONSOR:**

White Rock Distilleries, PO Box 1829, Lewiston, Maine 04241