

## UV Vodka Salute to Heroes

### TERMS & CONDITIONS

**NO FUNDS ARE GENERATED BY PARTICIPATING OR WILL BE COLLECTED FROM ANY INDIVIDUAL PARTICIPANT. FULL AMOUNT OF DONATION WILL MADE BY SPONSOR.**

The UV Vodka Salute to Heroes program ("Program") is a charitable donation sponsored by Phillips Distilling Company, 500 Washington Ave South, Minneapolis, MN 55415 ("Sponsor"). These terms and conditions relate solely to consumer participation in Program support and awareness-building via social media.

- 1. PROGRAM PERIOD:** The Program begins on **May 1, 2017 at 12:00 AM Eastern Time ("ET"), and ends on July 31, 2017 at 11:59:59 PM ET ("Program Period").**
- 2. ELIGIBILITY:** Participants must be at least twenty-one (21) years of age or older and have a non-private Facebook, Twitter or Instagram account to participate. Void where prohibited or restricted by law.
- 3. HOW TO PARTICIPATE:** Show your support by helping us spread the word about this important initiative! Sponsor will donate \$90,000.00 to the U.S. Chamber of Commerce Foundation, Hiring Our Heroes initiative ("Hiring Our Heroes") and each original post on Facebook, Instagram and Twitter including the hashtag #SalutetoHeroes ("Post") shows your support for and builds awareness of Hiring our Heroes. Each Post must comply with these Terms & Conditions, including but not limited to, the Post requirements set forth below
- 4.**

Regardless of the number of Posts received from all sources during the Program Period, Sponsor will make a Donation of \$90,000 to Hiring Our Heroes. **Note:** Sponsor makes all donations to Hiring Our Heroes, and participants show their support for Hiring our Heroes, help us fund it by participating, and help build awareness about the important mission of Hiring our Heroes. Plus, if your Post is really something special, we might send you a small token of our appreciation! Participants will receive no receipts and will not be eligible to claim any charitable or other tax deductions on their tax returns as a result of this Program. The Sponsor is not a tax professional and does not provide tax advice. For more information, or to contribute individually to the U.S. Chamber of Commerce Foundation, Hiring Our Heroes initiative, visit <http://www.uschamberfoundation.org/hiring-our-heroes>.

To submit a Post, you must and hereby agree to be bound by these terms and conditions. You must have a non-private Facebook, Twitter or Instagram account to submit a valid Post. Posts from private Facebook, Twitter or Instagram accounts will not be used. If you do not have a non-private Facebook account, you can create one at no cost at [www.facebook.com](http://www.facebook.com). You must agree to comply with the Facebook Terms and Policies (<https://www.facebook.com/policies>) and Data Policy (<https://www.facebook.com/privacy/explanation>) in order to participate. If you do not have a non-private Twitter account, you can create one at no cost at [www.twitter.com](http://www.twitter.com). You must agree to comply with the Twitter Terms of Service (<https://twitter.com/tos/>) and Privacy Policy (<https://twitter.com/privacy>) in order to participate. If you do not have a non-private Instagram account, visit [www.instagram.com](http://www.instagram.com) for instructions on how to create an account.

You must agree to comply with the Instagram Terms of Use (<https://help.instagram.com/478745558852511>) and Privacy Policy (<https://help.instagram.com/155833707900388>) in order to participate. If you submit a Post from your wireless phone, you may incur charges from your wireless service provider. You should consult their wireless-service providers regarding their pricing plans. Message and data rates may apply. This Program is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter or Instagram.

**Post Requirements:** All Posts must comply with the following restrictions:

- Must be suitable for publication (i.e., may not be obscene, indecent, or in poor taste);
- Cannot feature trademarks, logos or trade dress owned by any third party, or advertise or promote any brand or product of any kind, other than Sponsor's;
- Cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images);
- Cannot include the name, likeness, photograph, or other indicia identifying any person, living or dead, without permission from that person;
- Cannot be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group;
- Cannot promote or display illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- All individuals in the Post must be twenty-one (21) years of age or older and must have written permission from all individuals who appear in the photograph to use their likeness in the Post;
- Any consumption of beverage alcohol must be depicted responsibly. Implied or actual excessive consumption, drinking and driving, drinking before/while engaging in any activity requiring a high degree of alertness or skill, or drinking by any individual who is or appears to be below the legal drinking age, is unacceptable.
- Post cannot contain the name/logo of any alcohol beverage retailer, including in the background;
- Cannot describe or depict any illegal activity or violation of any state or federal law;
- Must not include any personally identifiable information (full name, e-mail address, telephone number, etc.);
- Must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
  - gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
  - the use of prostitution, pornography, nudity, profanity or other adult content, or violence;
  - the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way.

**IMPORTANT NOTE:** Any person who incorporates any intellectual property owned by a third party into his or her Post does so at his or her own risk. Without in any way limiting, expanding or amending the terms and conditions residing on <http://www.uvvodka.com/salute.html> ("Website"), which terms and conditions shall remain in

full force and effect, if Sponsor is duly notified that any element of a Post infringes upon the rights of another person and/or receives a legally valid request to remove the affected Post from the Website because of such infringement. Each person who participates in the Program or submits a Posts hereby represents and warrants that it complies in full with the above Post Requirements, and further represents and warrants as follows: (i) the Post is his/her own original, previously unpublished, and previously unproduced work; (ii) the Post does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with him/her, and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iii) the Post does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; and (iv) the Post does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. You hereby agree to defend, indemnify and hold the Released Parties (defined below) harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements hereunder.

By submitting a Post, you hereby grant permission for the Post, including your Facebook/Twitter handle/Instagram account name and public profile information, to be publicly posted, at Sponsor's sole discretion. The Released Parties (defined below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Posts

- 5. LIMITATION OF LIABILITY:** By participating in this Program, each participant agrees: (i) to be bound by these Terms & Conditions; (ii) to waive any rights to claim ambiguity with respect to these Terms & Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against Sponsor, Marketing Lab, and each of their respective parent companies, divisions, affiliates, subsidiaries, distributors, advertising and promotional agencies and suppliers involved in the Program and each of their respective employees, officers, directors, stockholders, representatives, designees and agents (the "Released Parties") in connection with the Program; and (iv) to forever and irrevocably agree to defend, indemnify, release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Program, including, but not limited to, any Program-related activity or element thereof, and a participant's participation or inability to participate in the Program; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) human error; (d) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; or (e) the negligence or willful misconduct by participant.

If, for any reason, the Program is not capable of running as planned, or the integrity and or feasibility of the Program is undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Program and/or proceed with the Program in a manner it deems fair and reasonable. If Sponsor, in its discretion, elects to alter this Program as a result of a Force Majeure event, a notice will be posted on the Website.

Without limiting the foregoing, everything regarding this Program is provided “as is” without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

6. **DISPUTES:** This Program is governed by, and will be construed in accordance with, the laws of the state of Minnesota, and the forum and venue for any dispute shall be in Hennepin County, Minnesota. If the controversy or claim is not otherwise resolved through direct discussions or mediation, it shall then be resolved by final and binding arbitration administered by the American Arbitration Association in accordance with its arbitration rules and procedures or subsequent versions thereof (“AAA Rules”). The AAA Rules for selection of an arbitrator shall be followed, except that the arbitrator shall be experienced and licensed to practice law in Minnesota. All proceedings brought pursuant to this paragraph will be conducted in Hennepin County, Minnesota. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING BUT NOT LIMITED TO ATTORNEYS’ FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. You agree that the rights and obligations of any participant and/or Program entities and/or any other party shall be resolved individually, without resorting to any form of class action. Any demand for arbitration must be filed within one (1) year from the end of the Program, or the cause of action shall be forever barred.
  
7. **GENERAL:** This Program is subject to all federal, state and local laws and regulations. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Terms & Conditions or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Terms & Conditions valid and enforceable. The invalidity or unenforceability of any provision of these Terms & Conditions will not affect the validity or enforceability of any other provision. Sponsor’s failure to enforce any term of these Terms & Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. In the event of any conflict with any Program details contained in these Terms & Conditions and the Program details contained in any promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Program as set forth in these Terms & Conditions shall prevail.

**Sponsor:** Phillips Distilling Company, 500 Washington Ave South, Minneapolis, MN 55415.

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