

**VOID OUTSIDE THE UNITED STATES AND WHEREVER PROHIBITED. DO NOT ENTER THIS CONTEST IF YOU ARE NOT 25 YEARS OR OLDER. DO NOT ENTER THIS CONTEST IF YOU ARE NOT A LEGAL RESIDENT OF AND CURRENTLY RESIDING IN THE 50 UNITED STATES OR IN THE DISTRICT OF COLUMBIA. THIS CONTEST WILL BE CONSTRUED AND EVALUATED IN ACCORDANCE WITH UNITED STATES LAW.**

**OFFICIAL RULES FOR  
RÉMY® STREETWEAR STYLE CONTEST SPONSORED BY RÉMY  
COINTREAU USA, INC.**

**OFFICIAL RULES:**

**PURCHASING A PRODUCT WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**ALL ENTRANTS INTO THE CONTEST MUST BE TWENTY-FIVE (25) YEARS OF AGE OR OLDER AS OF DATE OF ENTRY. VOID OUTSIDE THE UNITED STATES AND WHERE PROHIBITED. CONTEST IS GOVERNED EXCLUSIVELY BY THE LAWS OF THE UNITED STATES.**

**BY SUBMITTING AN ENTRY YOU AGREE TO ALLOW SPONSOR OR ITS APPOINTED AGENT TO CONTACT YOU AT THE CONCLUSION OF THE CONTEST FOR YOUR PERCEPTION OF THE BRAND.**

**1. SPONSOR:**

The Contest is sponsored by Rémy Cointreau USA, Inc., with an address of 1290 Avenue of the Americas, New York, NY 10104, (the “Sponsor”).

**2. START/END DATES OF CONTEST:**

The Contest begins at 12:01 a.m. Eastern Time (ET) on November 1<sup>st</sup>, 2018 and ends at 11:59 p.m. ET on February 1, 2019. This Contest is in no way sponsored, endorsed, or administered by, or associated with, Facebook, Instagram, Twitter, or other media properties. You are providing your information to Rémy Cointreau USA, Inc. (“Sponsor”).

**3. ELIGIBILITY:**

The Contest is open only to legal residents of the 50 United States who are 25 years of age or older at the time of participation.

Employees, officers, and directors of the Sponsor, its 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 Contest, and the immediate family members or households (whether related or not) of any of the above are not eligible to participate or win.

#### **4. HOW TO ENTER:**

One (1) way to enter: via online entry:

##### **Entry:**

- ❖ Sign up to join Rémy Martin Club Centaur (<https://www.remymartin.com/us/club-centaur/>)
- ❖ Email will be sent to members on how to enter;
  - Enter by posting a picture on Instagram or Twitter of your streetwear style with the hashtag #JustRemy (profile must be public)

All entries must be submitted by 11:59 p.m. ET on February 1<sup>st</sup>, 2019.

By submitting an entry, entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of Sponsor and the judges, which will be final and binding in all matters relating to the Contest. Multiple entries allowed per household.

#### **5. PRIZE:**

There will be one (1) grand prize winner:

- Winner will win a jersey, a toiletry kit, a travel bag and a hat

ARV of all prizes: \$2,500.00

Some expenses incurred as a result of seeking or winning a Contest prize are the sole responsibility of the winner. Any expense or cost not expressly stated in the description of the prizes set forth above is the sole responsibility of winner.

No part of any prize includes any alcoholic beverages. Prizes are awarded “as is,” with no warranty or guarantee, either expressed or implied, by Sponsor. Prizes are not transferable or redeemable for cash. No substitutions of prizes by winners are allowed, but Sponsor reserves the right to substitute a prize of equal or greater value. All taxes, fees, and surcharges on prizes are the sole responsibility of winner.

**All federal, state, and local taxes, fees, and surcharges on any prize are the sole responsibility of winner of the prize. Winners of prizes with a value of \$600 or more will be issued an IRS Form 1099-MISC early in the year following the year in which prize was awarded for filing with his/her federal and state tax returns. Sponsor complies with all tax**

**reporting requirements. The amount of any tax liability will vary depending on winner's tax bracket.**

**6. ODDS OF WINNING:**

Odds of winning are dependent on the number of eligible entries received.

**7. WINNER SELECTION, NOTIFICATION, AND VERIFICATION:**

The potential winners in the Contest will be selected of all eligible entries received, to be held on or before February 15<sup>th</sup>, 2019. Selection will be conducted by Sponsor or its appointed agent, and all decisions are final. Potential winners will be contacted by email or Direct Message via Instagram or Twitter. If any potential winner cannot be reached within five (5) days of first notification attempt, if any prize or prize notification is returned as undeliverable, if any potential winner rejects his/her prize, or in the event of noncompliance with these Official Rules, such prize will be forfeited and an alternate winner may be selected from all remaining eligible entries. Upon forfeiture of any prize, no compensation will be given. Limit one (1) prize per person or household. The winner must be a subscribed member of Club Centaur at the time of prize selection

All potential winners of prizes with a value of \$600 or more will be required to sign and return, where legal, an Affidavit of Eligibility and Liability/Publicity Release. All potential winners of prizes with a value of less than \$600 will be required to sign and return, where legal, a Declaration of Eligibility and Liability/Publicity Release. All documents must be returned by potential winners within one (1) day of notification that he/she is a potential winner. No potential winner will be an official winner until his/her Affidavit or Declaration of Eligibility and Liability/Publicity Release] has been returned and eligibility has been formally verified by Sponsor. If any potential winner fails to comply with these Official Rules and/or to submit the required documentation within the designated time period, he/she will be automatically disqualified and the prize may be awarded to an alternate winner.

**8. LICENSE AND RELEASE:**

Participation in the Contest and acceptance of prize constitute each winner's and guest's permission for Sponsor or its agents to photograph, film, and record each winner and guest and to use his/her name, address (city and state), likeness, photograph, voice, biographical information, and/or any statements made by winner and guest regarding the Contest or Sponsor for purposes of trade, publicity, or promotion without notice or additional compensation, except where prohibited by law, including, but not limited to, social media, advertising, POS, public relations, for all perpetuity worldwide. By participating and/or accepting a prize, entrants, winners, and guests acknowledge and agree that this Contest is in no way sponsored, endorsed, or administered by, or associated with, Facebook, or Twitter and agree to release and hold harmless Facebook, and Twitter, Sponsor, Sponsor's advertising and promotional agencies, and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers, and directors ("Released Parties") from any and all liability for loss, harm, damage, injury, cost, or expense whatsoever, including, without

limitation, property damage, personal injury, and/or death that may occur in connection with, preparation for, travel to, or participation in the Contest, or possession, acceptance, and/or use or misuse of prize or participation in any Contest-related activity, including, but not limited to, any claims based on publicity rights, defamation or invasion of privacy, and merchandise delivery. Sponsor shall not be responsible for any cancellations, delays, diversions, substitutions, or omissions whatsoever by any transportation companies or any other persons providing any services to winner, including any results thereof, such as changes in services or location necessitated by same. Sponsor is not responsible if any part of a Contest prize cannot be awarded due to acts of God, acts of war, natural disasters, weather, or acts of terrorism. Sponsor shall not be liable for any loss or damage to personal belongings. Entrants who do not comply with these Official Rules or who attempt to interfere with this Contest in any way shall be disqualified. There is no purchase or sales presentation required to participate. A purchase does not increase odds of winning.

## **9. CONDITIONS**

By participating, entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which shall be final, and waive any right to claim ambiguity in the Contest or these Official Rules. All federal, state, and local laws apply. All federal, state, or other tax liabilities arising from this Contest will be the sole responsibility of the prize winner. The Sponsor, its 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 Contest; or (iii) any printing, typographical, administrative, or technological errors in any material associated with the Contest. Sponsor reserves the right, in its sole discretion, to modify, cancel, or suspend this Contest should a virus, bug, computer problem or other causes beyond the Sponsor's control corrupt the administration, security, or proper play of the Contest. The Sponsor may prohibit you from participating in the Contest or winning a prize if, in its sole discretion, the Sponsor determines that you are attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other players or Sponsor's representatives. CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST 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 SPONSOR RESERVES 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 Sponsor shall be final and binding.
- All entries and the information contained in such entries will become the Sponsor's property and will not be acknowledged or returned.

- Acceptance of a prize will constitute permission for the Sponsor to use the names, cities, states, likenesses, and voices of the winner for advertising and promotional purposes, without any further compensation, unless prohibited by law.

## **10. LIMIT OF LIABILITY AND DISCLAIMERS**

A) ALL ENTRANTS AGREE THAT THE SPONSOR, ITS PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, AND AGENCIES AND/OR ANY OTHER PERSON OR ENTITY ASSOCIATED WITH THE CONTEST SHALL NOT BE LIABLE FOR CLAIMS, LOSSES, LIABILITIES, EXPENSES OR INJURIES OF ANY KIND RESULTING IN ANY WAY FROM ENTRANT PARTICIPATION IN THE CONTEST, 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 SPONSOR, ITS PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, AND AGENCIES AND/OR ANY OTHER PERSON OR ENTITY ASSOCIATED WITH THE CONTEST MAKE NO WARRANTY OF ANY NATURE, EXPRESS OR IMPLIED WITH RESPECT TO THE PRIZE, WHETHER REGARDING FITNESS FOR PURPOSE, SATISFACTORY QUALITY, DESCRIPTION OR NATURE OF THE PRIZE OR OTHERWISE. ALL ENTRANTS, BY ENTERING THE CONTEST, AGREE TO BE BOUND BY THE ABOVE RULES.

## **11. ADDITIONAL TERMS:**

Sponsor reserves the right to alter, suspend, or terminate the Contest without notice if, in Sponsor's sole discretion, the integrity of the Contest becomes compromised in any way. In the event the Contest is terminated prematurely, all eligible entries received prior to the Contest being compromised will be included in the prize drawing. No automated devices, bots, and/or other programs and/or software are permitted. All entries become the sole and exclusive property of Sponsor and will not be acknowledged or returned. Delivery of a Regional Contest prize will require a street address located within one of the states or metropolitan areas listed. Sponsor is not responsible for late, incomplete, invalid, unintelligible, misdirected, technically corrupted, or garbled entries, which will be disqualified, or for problems of any kind, whether mechanical, human, or electronic. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

If for any reason the Contest is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, automated entries, fraud, technical failure, human error, or any other cause beyond the control of Sponsor that corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Contest, Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process and to cancel, terminate, modify, or suspend the Contest. Sponsor assumes no responsibility for any error, omission, interruption, telephone or other communications malfunctions, deletion,

defect, delay in operation or transmission, communications line failure, or theft or destruction of, unauthorized access to, or alteration of entries. Sponsor is not responsible for any problems or technical malfunctions of any telephone networks or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems or traffic congestion on the Internet or at any website, any combination thereof, or otherwise, including any injury or damage to entrant's or any other person's computer related to, or resulting from, participation or downloading of any materials in the Contest.

Sponsor and its agents are not responsible for printing, distribution, or production errors and may, in their sole discretion, rescind, cancel, suspend, modify, or revoke this Contest based upon any such error without liability. If by reason of a printing, computer, or other error more prizes are awarded in a prize category than the number set forth in these Official Rules, all persons purportedly making valid claims will be included in a random drawing to award the advertised number of prizes available. In no case will more than the advertised number of prizes be awarded. Antifraud detection devices may be used for verification purposes.

**Caution: Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.**

IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF ENTRANT'S ACCESS TO, AND USE OF, THE WEBSITES AND/OR THIS CONTEST, OR ENTRANT'S DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE CONTEST.

## **12. DISPUTES AND GOVERNING LAW:**

The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Contest. Any controversy or claim arising out of, or relating to, these Official Rules and/or the Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in New York City, New York.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS AND RULES. For any matters that are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Contest, the parties irrevocably submit and consent to the

exclusive jurisdiction and venue of the state and federal courts located in or closest to New York City, New York. The parties agree not to raise the defense of forum non conveniens.

**13. USE OF DATA:**

Sponsor will be collecting personal data about entrants online, in accordance with its Privacy & Cookie Policy. Please review Sponsor's Privacy & Cookie Policy at <http://usremymartin.com/privacy-policy/>. By participating in the Contest, entrant hereby agrees to Sponsor's collection and usage of his/her personal information and acknowledges that he/she has read and accepted Sponsor's Privacy & Cookie Policy. You are providing you information to Remy Cointreau USA Inc. and not to Facebook, Instagram, or Twitter.

**14. LIST OF WINNERS:**

To obtain a list of winners, send a self-addressed stamped envelope to: Rémy Streetwear Style Contest, c/o Rémy Cointreau USA, Inc., 1290 Avenue of the Americas, New York, NY 10104. Please specify Rules, Winners List or other reason for inquiry. Vermont and Washington residents may make this request without a self-addressed stamped envelope.

**15. SPONSOR:** Rémy Cointreau USA, Inc., New York, NY.

Please drink responsibly.