

Don Q Piña Colada Sweepstakes

NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. MUST BE LEGAL U.S. RESIDENT AND 21 YEARS OF AGE OR OLDER. SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS. VOID WHERE PROHIBITED BY LAW.

ELIGIBILITY: This sweepstakes is open only to legal U.S. residents of all states including Washington, D.C. who are 21 years of age or older at the time of entry. Employees, officers, and directors (and their respective immediate family members (spouse, parents, siblings, children) or household members (whether or not related) of Serrallés USA, LLC (“Sponsor”) and its parent company, subsidiaries, affiliated companies, advertising and promotion agencies (including Promotion Management Center, Inc.), as well as other alcohol beverage license holders (including retailers, importers and distributors) are ineligible to win any sweepstakes prize. By participating you agree to these Official Rules and the decisions of Sponsor (including its authorized representative).

HOW TO ENTER: To enter sweepstakes, during the Sweepstakes period go to DonQ.com/pinacoladasweepstakes (“Website”) or scan QR code and complete the online entry form in its entirety; including name, phone number, email, address and birth date.

Entry is limited to one (1) entry per person. Any person who attempts to participate with multiple e-mail and/or street addresses, multiple devices/IP addresses, under multiple identities or uses any device or artifice to enter multiple times in violation of the entry limit will be disqualified. Entries generated by script, macro, robotic, programmed or like means are prohibited and will be disqualified. Proof of transmission does not constitute proof of receipt or proof of entry. Should Sponsor acknowledge receipt of entry, such acknowledgment is not otherwise binding upon Sponsor under any legal theory. In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the Authorized Account Holder of the e-mail account used to enter the Sweepstakes; in all cases as determined by Sponsor in its sole discretion. Should an entrant use a mobile device to enter the Sweepstakes, he/she will be solely responsible for any wireless Internet access fees and other charges of his/her wireless carrier in conjunction therewith. Wireless Internet access is not available on all mobile devices and in all areas.

SWEEPSTAKES PERIOD: Entries will be accepted from April 1, 2024 at or after 12:00 a.m. Eastern Time (ET) through July 31, 2024 at 11:59 p.m. ET (the “Sweepstakes Period”).

PRIZE DETAILS: Three-night trip to San Juan, Puerto Rico, including round trip economy air travel for two, one standard hotel room for three nights (double occupancy) at the Caribe Hilton hotel or comparable, and a \$500 cash card. Approximate Retail Value of prize is \$3,000 (Actual Value of prize depends on winner’s residence, time of travel and other factors; and, if Actual Value is less than \$3,000, winner will not receive such difference in value.)

Trip must be taken by January 31, 2025

The actual prize may differ from image on Website and/or other Sweepstakes advertising, with Sponsor and its agencies disclaiming any and all liability in conjunction therewith. If winner cannot accept the prize as stated, the prize will be forfeited, and an alternate winner selected from among all remaining eligible entries received.

SELECTION OF WINNERS; WINNER NOTIFICATION: One (1) Grand prize winner of the Don Q Piña Colada Sweepstakes will be selected on or about August 9, 2024 in a random drawing from among all eligible entries received. Odds of winning a prize depend on the total number of eligible entries received.

The drawing will be conducted by Sponsor (or its authorized representative) whose decisions are final and binding in all respects.

The Sponsor (or its authorized representative) will attempt to notify the persons initially selected as the potential Winners within forty-eight (48 hours of the drawing via email provided during submission).

In order to claim the Prize, the potential Winner must respond to the Sponsor's notification within seventy-two (72) hours of notice or attempted notice. Potential Winner will also be required to complete/sign an Affidavit of Eligibility, Liability Release and a Publicity Release (where lawful) within the indicated seventy-two (72) hour period. If potential Winner is contacted and notified within such seventy-two (72) hour period, complies with these Official Rules (including verification of eligibility, compliance and timely return of completed Affidavit of Eligibility), the potential Winner will be declared the official winner ("Winner"). If a potential Winner cannot be reached and notified despite reasonable efforts by Sponsor (or its authorized representative), fails to timely return the completed and signed Affidavit of Eligibility, is ineligible or does not comply with these Official Rules, he/she will be disqualified without compensation of any kind and Sponsor will select a substitute potential Winner at random from among all remaining eligible entries received.

RELEASE: By participating, entrants release, indemnify and agree to hold harmless Serrallés USA, LLC , its parent company, affiliates, divisions, subsidiaries, agencies (including Promotion Management Center, Inc.), and their respective employees, officers, directors, shareholders, representatives, agents, successors and assigns (collectively, "Releases") from any and all threatened or actual claims, actions, damages and liabilities in conjunction with participation in the **Don Q Piña Colada Sweepstakes**, participation in any prize related activities, or the acceptance, receipt, possession, use/misuse of any prize (as applicable). By accepting prize, winner agrees to the use of his/her name, photo, likeness, image and biographical information, by Sponsor and its designees for commercial/advertising/publicity purposes in any and all media whether now known or hereinafter developed without further compensation or notice, except where prohibited by law. To the fullest extent permitted by law, entrants and winners covenant not to sue any Releasee or cause them to be sued regarding any matter concerning the Don Q Piña Colada Sweepstakes or these Official Rules; and further covenant not to disaffirm, limit or rescind the above release. A waiver by one or more of the Releasees of any term in these Official Rules does not constitute a waiver of any other provision.

WITHOUT LIMITING THE FOREGOING, SPONSOR MAKES NO REPRESENTATION, GUARANTEE OR WARRANTY OF ANY KIND REGARDING ANY PRIZE, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR THE INTENDED PURPOSE.

The information you provide will be used as stated herein for purposes of this sweepstakes, and as stated in Sponsor's privacy policy available at <https://donq.com/privacy/>. By entering this Promotion, each entrant expressly consents to receive advertising and promotional communications from Sponsor via email; you may opt out at any time without affecting your entry or odds of winning a prize.

GENERAL TERMS AND CONDITIONS: By entering, participants agree to be bound by these Official Rules and the decisions of the Sponsor (including its authorized representatives) and waive any right to claim ambiguity in the Sweepstakes or these Official Rules.

Sponsor reserves the absolute right to disqualify and/or immediately remove any entries and/or entrants in whole or in part for any reason within its sole and absolute discretion. Without limiting the foregoing, Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, at its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by deception, unfair playing practices, or practices intended to annoy, abuse, threaten or harass any other entrants, Sponsor, or Releasees. If for any reason this Sweepstakes is not able to be conducted as planned (for example, riot, strike, natural disaster, materials shortage, pandemic or act of fraud), then Sponsor reserves the right at its sole discretion

to cancel, terminate, modify, or suspend the Sweepstakes and select the winners from among all eligible entries received prior to the action taken by Sponsor or otherwise in a manner determined by Sponsor in its sole discretion to be fair, appropriate, and consistent with these Official Rules. Notice of such action will be posted on ***DonQ.com/pinacoladasweepstakes***.

The ***DonQ.com/pinacoladasweepstakes*** site is the primary vehicle for all up-to-date information regarding this Sweepstakes no matter what print and other collateral may exist related to the Don Q Piña Colada Sweepstakes. Should there be any inconsistency between these Official Rules and the print/collateral material, these Official Rules will prevail, govern and control in all respects.

By entering, participants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, will be governed by, and construed in accordance with, the laws of the state of Connecticut without giving effect to any choice of law or conflict of law rules. To the fullest extent permitted by law, Participants agree that: (1) any and all disputes, claims, and causes of action arising out of or in connection with this Sweepstakes, or the awarding of prizes, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court in the state of Connecticut; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes (if any), but in no event attorneys' fees; and (3) under no circumstances will participants be permitted to obtain awards for, and participants hereby waive all rights to claim, punitive, incidental, and consequential damage, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased as well as any rights to equitable or injunctive relief. **Some Jurisdictions Do Not Allow The Limitations Or Exclusion Of Liability For Incidental Or Consequential Damages, So The Above May Not Apply To You.**

LIMITATIONS OF LIABILITY: Failure of Sponsor to enforce any provision of these Official Rules in a given circumstance shall not represent the waiver of such or any other provision. Releasees are not responsible for lost, late, stolen, illegible, destroyed, incomplete inaccurate, garbled, corrupted, inaccessible, jumbled, misdirected, or non-delivered entries; any force majeure event; or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Web site or other connections availability, accessibility, incompatibility, or traffic congestion, or miscommunications, or failed computer, network, telephone, satellite, or cable hardware, software or lines, or technical failure, or jumbled, scrambled, delayed, or misdirected transmissions, inaccessible/corrupted links to Sweepstakes website, or computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network, or computer virus or other damage caused to entrant's or third party's computer or mobile device by accessing Sweepstakes Web site or participation in the Sweepstakes, or the incorrect or inaccurate capture of entry or other information or the failure to capture, or loss of, any such information. Releasees are not responsible for any incorrect or inaccurate information, whether caused by Web site users, or by any equipment or programming associated with or utilized in this Sweepstakes and assume no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of Web site. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the entry process or operation of the Sweepstakes or Web site, to be acting in violation of the terms of the Web site or to be acting in a non-sportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person. In the event of suspected acts of tampering, disqualification shall not represent the sole remedy available to Sponsor and Sponsor expressly reserves the right to pursue additional legal sanctions in order to protect its rights.

WINNERS' LIST: For the names of winners, visit DonQ.com/pinacoladasweepstakes on or after August 30, 2024. Winners' list will be posted after the Winners have been verified and the Prizes have been awarded.

SPONSOR: Serrallés USA, LLC, 1266 E Main St Ste 700R, Stamford, CT 06902