

# **Quick Summary of the Ron del Barrilito Social Media Giveaway**

(For informational purposes only. Refer to the full Official Rules below for complete terms.)

- Sponsor: Edmundo B. Fernández, Inc. d/b/a Ron del Barrilito
- Eligibility: PR residents 18+ | U.S. residents 21+
- **Promotion Period:** April 30, 2025 December 30, 2025
- **Prizes:** Mixology Kit + 2 Mixology Class Passes (\$206 value)
- How to Enter:
  - Post an IG Story tagging @rondelbarrilito + #rondelbarrilito
  - o OR participate via monthly trivia (No Purchase Necessary/AMOE)
- **Winner Selection:** 2 winners/month by random draws (General Entry + Visitor Center Entry)
- End Date: December 30, 2025
- Full Terms: Participation subject to Official Rules below
- Void where prohibited

# RON DEL BARRILITO SOCIAL MEDIA GIVEAWAY

## OFFICIAL RULES AND REGULATIONS

"The World's Finest Sipping Rum"

Effective Date: April 30, 2025 – December 30, 2025

For over 140 years, **Ron del Barrilito** has embodied craftsmanship, heritage, and excellence. As *The World's Finest Sipping Rum*, we proudly invite you to be part of this tradition through our exclusive Social Media Giveaway ("Promotion").

By participating, each Participant acknowledges and accepts that these Official Rules constitute a binding agreement between the Participant and the Sponsor, and agrees to be bound by both these Rules and the decisions of EDMUNDO B. FERNANDEZ, INC., operating under the Ron del Barrilito brand ("Sponsor"), which shall be final and binding in all respects.

This Promotion encourages responsible enjoyment of our products and is intended to comply with all applicable sweepstakes, contest, and consumer promotion laws in eligible jurisdictions.

This Promotion is void outside of Puerto Rico, the fifty (50) United States, and the District of Columbia, and wherever else restricted or prohibited by law.

Please sip wisely and participate respectfully.

## 1. SPONSOR AND ADMINISTRATOR

This Promotion is sponsored and administered solely by EDMUNDO B. FERNANDEZ, INC., d/b/a Ron del Barrilito, with its principal place of business at IND LUCHETTI, 490 CARR 5, Bayamón, Puerto Rico, 00961-7418.

All communications related to this Promotion, including requests for information, Official Rules, or winners' lists, must be directed to:

info@rondelbarrilito.com | 787.415.8601 (during regular Business Days and hours).

For purposes of this Promotion, the Sponsor, along with its parent companies, affiliates, subsidiaries, advertising agencies, and legal advisors, shall collectively be referred to as the "Promotion Entities."

## 2. DEFINITIONS

For clarity and consistent interpretation throughout these Rules, the following terms shall have the meanings assigned below. Additional terms may be defined within specific sections of these Rules.

- "Entrant" or "Participant": Any individual who satisfies the eligibility requirements set forth herein and submits a valid entry in accordance with these Rules.
- "Instagram Platform": The social media service known as Instagram, owned by Meta Platforms, Inc., which serves as a medium for participation in this Promotion. References herein to Instagram include any related applications, features, or services used to facilitate entry.
- "User-Generated Content" ("UGC"): Any photographs, videos, written text, images, audio, or other creative materials submitted by a Participant as part of their entry, including any associated captions, hashtags, tags, or other metadata.
- "Disqualification": The invalidation or removal of a Participant's entry or prize eligibility due to non-compliance with these Rules, applicable laws, platform policies, or actions deemed contrary to the spirit or integrity of the Promotion.

- "Transferable Prize": Any portion of the prize package expressly designated as transferable to a third party, subject to prior written notice and compliance with these Rules.
- "Force Majeure Event": Any event beyond the reasonable control of the Sponsor or Promotion Entities, including but not limited to natural disasters, pandemics, acts of God, war, terrorism, labor strikes, supply chain disruptions, governmental regulations, or technical failures, as further detailed in Section 19.
- "Business Days": Monday through Friday, excluding official public holidays recognized in the Commonwealth of Puerto Rico.
- "Promotion Entities": The Sponsor, its parent companies, subsidiaries, affiliates, advertising and promotion agencies, legal and financial advisors, and any other entities involved in the administration of this Promotion.
- "Applicable Laws": All federal, state, municipal, and territorial laws, regulations, ordinances, and guidelines governing this Promotion, including those of Puerto Rico and the United States.
- "Reputational Risk": Any conduct, content, or association by a Participant that, in Sponsor's sole discretion, could negatively impact the goodwill, reputation, or brand integrity of Ron del Barrilito or its affiliates.
- "Arbitration": The binding dispute resolution process described in Section 22.
- "Confidential Information": All non-public information disclosed during the administration of this Promotion, including but not limited to arbitration proceedings, internal processes, and participant verification details.

Unless otherwise defined herein, terms shall be interpreted according to their ordinary meaning within the context of these Rules.

## 3. NO PURCHASE NECESSARY

Participation in this Promotion is entirely free. No purchase, payment, or obligation is required to enter or win. A purchase will not improve the chances of winning.

This Promotion is intended to comply with all Applicable Laws governing sweepstakes and promotions. An Alternative Method of Entry ("AMOE") is available to ensure accessibility, as detailed in Section 6(B).

Entries that do not fully comply with these Rules, or that circumvent the AMOE, will be deemed void.

## 4. ELIGIBILITY

This Promotion is open only to individuals who, at the time of entry, meet all of the following criteria:

- Are legal residents of:
  - o The Commonwealth of Puerto Rico, aged 18 years or older.

- Any of the fifty (50) United States or the District of Columbia, aged 21 years or older.
- Possess a valid, government-issued photo identification as proof of age and residency.
- Have a personal, non-commercial, publicly accessible Instagram account in good standing.

#### **Additional Eligibility Conditions:**

- Entries originating from jurisdictions where this Promotion is restricted or prohibited are void.
- Sponsor reserves the right to request additional documentation to verify eligibility, including proof of residency.
- Employees, officers, directors, agents, contractors, and representatives of the Promotion Entities, as well as immediate family members (spouse, parent, child, sibling) and household members (whether related or not), are not eligible.
- Participants must ensure compliance with all Applicable Laws in their jurisdiction.
- Territorial Scope and International Access: This Promotion is intended solely for residents of the eligible jurisdictions specified herein. Sponsor makes no representation that participation is appropriate, permitted, or available outside of Puerto Rico and the fifty (50) United States or the District of Columbia. Any entries originating from outside these jurisdictions will be deemed void. Individuals who access information about this Promotion from locations outside the eligible territories do so at their own initiative and risk, and are responsible for compliance with any local laws to the extent applicable.

Participation constitutes a representation and warranty by the Participant that they meet all eligibility requirements.

## 5. PROMOTION PERIOD

The Promotion begins at 12:00 AM Atlantic Standard Time (AST) on April 30, 2025, and ends at 11:59 PM AST on December 30, 2025 ("Promotion Period").

## Monthly Entry Periods:

- Each monthly drawing covers entries submitted between 12:00 AM AST on the 1st day and 11:59 PM AST on the last day of each calendar month (May–December 2025).
- Entries received outside the applicable Monthly Entry Period will not roll over to subsequent months.

Sponsor's clock is the official timekeeping device for this Promotion.

Participants may submit up to five (5) entries per month, provided that each entry independently complies with these Rules. However, no more than one (1) entry may be submitted within any 24-hour period. Any attempt to submit multiple entries within a 24-hour window will render those entries invalid. Any participant who exceeds the maximum number of allowed entries in a

given month or violates the time-spacing requirement will be disqualified from winning the prize for that month.

## 6. HOW TO ENTER

Participants may enter the Promotion through one of the following methods:

#### A) Standard Entry Method

Participants may enter by purchasing or receiving:

- 1. Purchase or receive a **Ron del Barrilito cocktail** at any bar or participating establishment during the Promotion Period.
- 2. Capture a clear photograph of the beverage.
- 3. Upload the photograph to your **Instagram Story**, tagging **@rondelbarrilito** and including the hashtag **#rondelbarrilito**.

#### **Requirements:**

- Instagram Story must remain publicly visible for at least **24 consecutive hours**.
- Each Story constitutes one (1) entry.
- Entries must comply with all content guidelines in Section 7.

#### B) Ron del Barrilito Visitor Center Entry Method

Participants visiting the Ron del Barrilito Visitor Center may enter a dedicated drawing by:

- 1. Purchasing or receiving a Ron del Barrilito cocktail as part of their visit.
- 2. Capturing a photograph of the cocktail at the **designated location** within the Visitor Center premises.
- 3. Uploading the photograph to their Instagram Story, tagging **@rondelbarrilito** and including **#rondelbarrilito**.

Only entries geo-located or visibly identifiable as being within the Ron del Barrilito Visitor Center, based on Sponsor's sole discretion, will qualify for this specific drawing.

Participants visiting Ron del Barrilito Visitor Center may also participate in the **General Entry** or **AMOE**, provided separate, qualifying entries are submitted.

## C) Alternative Method of Entry (AMOE)

To enter without a purchase:

1. Each month, Sponsor will publish a **Ron del Barrilito trivia question** via its official Instagram account.

2. Participant must respond to the trivia question via **DM** @rondelbarrilito. No correct answer required for valid entry.

#### Notes:

- AMOE details, including timing and format, are subject to modification at Sponsor's discretion for operational or legal reasons.
- Participants using AMOE must comply with all other applicable content, timing, and platform requirements.

#### **D)** General Entry Conditions

- Entries that are incomplete, improperly tagged, inaccessible due to privacy settings, or submitted via automated means will be void.
- Participants may not submit identical entries repeatedly (e.g., reposting the same image or response).
- Sponsor reserves the right to limit entries in cases of suspected abuse or to preserve the integrity of the Promotion.

# 7. ENTRY REQUIREMENTS AND CONTENT GUIDELINES

All entries, including both Standard and AMOE submissions, must adhere to the following standards to be considered valid:

#### **A) Content Restrictions**

#### Entries must not:

- Contain images, references, or mentions of:
  - Third-party brands, logos, products, or services not affiliated with Ron del Barrilito.
  - o Minors (individuals under 18), regardless of context.
  - o Individuals who appear intoxicated, engaging in irresponsible alcohol consumption, or participating in unsafe behavior.
  - Offensive, obscene, defamatory, sexually explicit, violent, discriminatory, unlawful, or otherwise inappropriate material, as determined in Sponsor's sole discretion.
  - Any conduct that violates community standards or promotes excessive alcohol consumption.
- Include copyrighted music, imagery, or intellectual property belonging to third parties without proper authorization.
- Depict illegal activities or breach any Applicable Laws or platform policies.

## **B)** Technical Requirements

- Entries must be submitted via an Instagram account.
- Instagram Stories must remain visible for a minimum of 24 hours.
- Entries must tag @rondelbarrilito and include #rondelbarrilito exactly as specified.
- Participants are responsible for ensuring proper functionality of their Instagram account throughout the Promotion Period.
- Entries intended for the Ron del Barrilito Visitor Center drawing must clearly depict the designated Visitor Center setting, as determined by Sponsor's discretion.

#### C) Originality and Rights

By submitting an entry, Participant represents and warrants that:

- The entry is original and created by the Participant.
- No other person or entity has rights, title, or interest in the submitted content.
- The entry does not infringe upon or violate the rights of any third party, including intellectual property, privacy, or publicity rights.

## 8. DISQUALIFICATION

The Sponsor reserves the absolute and unrestricted right, at its sole discretion, to disqualify any Participant or entry at any stage of the Promotion, including after selection but prior to prize fulfillment, for reasons including but not limited to:

- Failure to comply with these Rules, Applicable Laws, or platform policies.
- Submission of content that violates Section 7.
- Use of automated systems, bots, scripts, or multiple accounts to generate entries.
- Misrepresentation of eligibility information, including age or residency.
- Conduct that, in Sponsor's judgment, poses a Reputational Risk to Ron del Barrilito, its affiliates, or the Promotion Entities.
- Attempts to interfere with or undermine the legitimate operation of the Promotion.
- Failure to respond to winner notification within the designated timeframe.
- Refusal or inability to provide requested verification documentation (e.g., proof of age, residency).
- Deletion or suspension of Instagram account prior to prize fulfillment.
- Any suspected fraudulent, abusive, or unfair activity.

All disqualification decisions by Sponsor shall be final, binding, and not subject to appeal.

Sponsor reserves the right to withhold or reclaim a prize if disqualification is determined after notification but before delivery.

## 9. WINNER SELECTION AND NOTIFICATION

## A) Selection Process

• For each Monthly Entry Period, exactly **two (2) winners** will be selected via randomized drawings conducted using a reputable, third-party online platform designed for sweepstakes administration, as follows:

#### 1. Ron del Barrilito Visitor Center Winner:

One (1) winner will be selected exclusively from eligible entries submitted by Participants who, while physically present at the **Ron del Barrilito Visitor Center**, upload a qualifying Instagram Story featuring their Ron del Barrilito cocktail taken at the designated location within the premises.

#### 2. General Entry Winner:

One (1) winner will be selected from all other eligible entries submitted by Participants who enter from locations **outside** of Ron del Barrilito Visitor Center, including all qualifying entries from residents of Puerto Rico and the fifty (50) United States or the District of Columbia.

- Each drawing will include only those entries that correspond to its respective category during the applicable Monthly Entry Period.
- Odds of winning depend on the total number of eligible entries received in each category during that month.
- Sponsor reserves the right to engage independent auditors or legal representatives to oversee the drawing process but is under no obligation to do so.

#### **B) Notification Procedure**

- Selected winners will be notified via **Direct Message (DM)** sent to the Instagram account used for entry within **ten (10) days** following the drawing.
- Participants are solely responsible for monitoring their Instagram inbox, including message requests or filtered folders.
- Sponsor is not liable for:
  - o Missed notifications due to privacy settings.
  - o Changes to Instagram usernames.
  - o Deleted, inactive, or suspended accounts at the time of notification.

#### C) Winner Verification

- Potential winners must:
  - o Respond affirmatively within **five (5) calendar days** of notification.
  - o Provide valid proof of age, residency, and identity as requested.
  - o Complete and return any required affidavits, releases, or tax forms, if applicable.

Failure to comply will result in disqualification, and an alternate winner will be selected through a subsequent random drawing. This process will repeat until a valid winner is confirmed or Sponsor elects to terminate the selection process for that month.

#### D) Public Announcement

- Upon confirmation, Sponsor will announce winners by tagging their Instagram handles in a Story or post published on Ron del Barrilito's official Instagram account within **ten** (10) Business Days of confirmation.
- By accepting the prize, winners consent to this public disclosure in accordance with Section 14 (Publicity Release).

#### 10. PRIZES

Each month, two (2) identical prize packages will be awarded:

- One (1) to a Ron del Barrilito Visitor Center Winner.
- One (1) to a **General Entry Winner**.

#### A) Prize Description

Each confirmed winner will receive:

- 1. **One (1) Mixology Kit**, including: Mixing Glass, Bar Spoon, and Jigger. Approximate Retail Value ("ARV"): \$46.00 USD. Sponsor reserves the right to substitute items of equal or similar value in case of unavailability.
- 2. **Two (2) Passes for a Mixology Class** at the Ron del Barrilito Visitor Center, Bayamón, Puerto Rico.

Valid for the winner and one companion, both subject to age verification. ARV: \$160.00 USD.

Total ARV per Prize Package: \$206.00 USD.

## **B) Prize Conditions**

- Puerto Rico Residents:
  - o Must collect the Mixology Kit in person during the scheduled class.
  - o Prize is **non-transferable** and may not be assigned, sold, or exchanged.
- U.S. Mainland Residents:
  - o Mixology Kit will be shipped to the verified address provided.
  - Mixology Class passes are **transferable** to individuals aged 21+, provided written notice is given prior to transfer.
  - o Sponsor reserves the right to approve or deny any transfer at its discretion.

#### C) Redemption Terms

- All prizes must be redeemed within one (1) year from the date of acceptance.
- Travel, accommodation, transportation, and any incidental costs associated with attending the Mixology Class are the sole responsibility of the winner.

- No cash alternative or substitution is permitted, except at Sponsor's sole discretion.
- Sponsor is not responsible for:
  - o Delays due to shipping carriers or customs.
  - o Lost, stolen, or damaged prizes once dispatched or collected.
  - o Winners' inability to attend scheduled classes due to personal circumstances.

#### D) Additional Prize Disclaimers

- Prizes are awarded "as is", without warranties of any kind.
- Limit one (1) prize per person throughout the entire Promotion Period.
- Any difference between the stated ARV and actual value of the prize will not be awarded.
- Unclaimed prizes will not be re-awarded beyond two alternate selections.

### 11. GENERAL CONDITIONS

The Sponsor reserves the unconditional right, in its sole discretion, to:

- Modify, suspend, or terminate the Promotion at any time due to fraud, technical failures, legal or regulatory changes, or any other factor affecting the integrity or feasibility of the Promotion.
- Disqualify any individual found to be:
  - o Tampering with the entry process, platform APIs, or the administration of the Promotion.
  - Acting in violation of these Rules, Applicable Laws, or in a disruptive, unsportsmanlike, or harmful manner.
  - Engaging in behavior that may bring the Sponsor or its affiliates into disrepute (Reputational Risk).

#### A) Technical Failures Clause

The Promotion Entities are not responsible for:

- Any technical malfunctions, including but not limited to:
  - o Failures of hardware, software, internet, platform algorithms, or third-party APIs.
  - o Inaccessibility or downtime of Instagram or related services.
  - o Data corruption, unauthorized access, or human error.

#### B) Fraud Prevention & Right to Audit

Sponsor reserves the right to:

- Investigate any suspicious activity.
- Require additional verification or documentation from Participants.
- Conduct audits of entries to ensure compliance.

• Disqualify Participants or void entries where fraud, abuse, or gaming of the system is suspected.

Any attempt to deliberately undermine the legitimate operation of this Promotion may constitute a violation of criminal and civil law. Sponsor reserves the right to seek damages and other remedies to the fullest extent permitted by law.

#### 12. TAXES

All federal, state, territorial, and local taxes, fees, and surcharges associated with the receipt or use of any prize are the sole responsibility of each winner.

- If required by law, Sponsor may issue an IRS Form 1099-MISC or equivalent for the total value of the prize awarded.
- Winners agree to provide any necessary tax identification information to facilitate compliance.
- Sponsor does not provide tax advice and recommends consulting a qualified tax professional.

Failure to provide required tax documentation within the timeframe specified by Sponsor will result in prize forfeiture.

# 13. INTELLECTUAL PROPERTY AND USER-GENERATED CONTENT RIGHTS

By participating, each Participant grants the Sponsor and Promotion Entities a perpetual, irrevocable, worldwide, royalty-free, sublicensable, and transferable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform, and display any UGC submitted in connection with the Promotion, in any media now known or hereafter developed.

This license includes, but is not limited to:

- Use for marketing, promotional, advertising, and commercial purposes.
- Publication across Sponsor's social media, websites, print materials, and partner channels.

## A) Participant Warranties

Participants represent and warrant that:

- They own all rights in the submitted UGC.
- The UGC does not infringe upon any third-party intellectual property, privacy, publicity, or other proprietary rights.
- The UGC is free of any malicious code or harmful content.

#### B) Waiver of Moral Rights

To the fullest extent permitted by law, Participants waive any moral rights, rights of attribution, or similar rights in connection with the UGC.

Sponsor is under no obligation to use any submitted UGC and may remove or decline to publish content at its discretion.

## 14. PUBLICITY RELEASE

Except where prohibited by law, participation in this Promotion constitutes each Participant's express consent for the Sponsor and Promotion Entities to use their:

- Name
- Instagram handle
- Likeness
- Photograph(s)
- Voice
- Submitted UGC
- Statements about the Promotion or Sponsor

...for advertising, publicity, trade, and promotional purposes, in any media (now known or hereafter developed), worldwide and in perpetuity, without further notice, approval, or additional compensation.

Participants further agree that:

- Sponsor may create derivative works based on submitted content.
- There is no right of review or approval over how content or likeness is used.
- This consent survives the conclusion of the Promotion.

## 15. PRIVACY

All personal information collected or received by Sponsor in connection with this Promotion will be used solely for:

- Administering the Promotion.
- Verifying eligibility and compliance.
- Communicating with Participants and winners.
- Fulfilling legal obligations, including tax reporting.

Sponsor will handle all personal data in accordance with:

- Its internal privacy policies.
- Any other Applicable Laws governing data protection and privacy.

Sponsor will not sell, rent, or share Participant data with third parties for marketing purposes unrelated to this Promotion.

If required, Participants may exercise their rights under applicable privacy laws by contacting Sponsor at <u>info@rondelbarrilito.com</u>.

#### 16. PLATFORM COMPLIANCE AND DISCLAIMER

Participants acknowledge and agree that:

- This Promotion is in no way sponsored, endorsed, administered by, or associated with Instagram, Facebook, Meta Platforms, Inc., or any other social media platform where promotional content may appear.
- Participants release Instagram, Meta, and other platforms from any and all liability arising from or related to this Promotion.
- All participation is subject to compliance with:
  - o Instagram's Terms of Use, Community Guidelines, and API policies.
  - o The terms of service and community standards of any other relevant platforms.

Sponsor is not responsible for platform changes, outages, or policy updates that may impact the Promotion.

## 17. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the Sponsor and Promotion Entities shall not be liable for any:

- Indirect, incidental, consequential, special, or punitive damages.
- Loss of data, loss of opportunity, or loss of goodwill.
- Personal injury, death, or property damage arising from:
  - o Participation in the Promotion.
  - o Use or misuse of any prize.
  - o Travel or attendance related to prize redemption.
  - o Technical malfunctions, human error, or unauthorized access to systems.

Participants agree that their sole remedy for any claim related to this Promotion is to discontinue participation.

If, notwithstanding the foregoing, Sponsor is found liable for any reason, total liability shall not exceed the actual value of the prize awarded to the claimant.

## 18. FORCE MAJEURE AND BUSINESS DISCRETION

The Sponsor shall not be liable for any failure to conduct or fulfill this Promotion as planned due to any Force Majeure Event, including but not limited to:

- Natural disasters (e.g., hurricanes, earthquakes, floods).
- Public health emergencies (e.g., pandemics, outbreaks).
- Governmental actions or restrictions.
- War, terrorism, labor strikes, civil unrest, embargoes.
- Power failures, cyberattacks, supply chain disruptions.
- Changes in law, regulation, or platform policies.
- Instagram or Meta outages, API deprecation, or access limitation.

In any such event, Sponsor reserves the right, in its sole discretion and without liability, to:

- Cancel, terminate, suspend, or modify the Promotion.
- Delay or reschedule prize fulfillment.
- Substitute prize components with comparable alternatives.
- Decline to award prizes if fulfillment becomes commercially impracticable.

Sponsor also reserves the right to take such actions based solely on business discretion or reputational considerations, whether or not a Force Majeure Event occurs.

## 19. RIGHT TO MODIFY, SUSPEND, OR CANCEL

Sponsor may, at any time and for any reason, modify, suspend, or cancel the Promotion in whole or in part. Reasons may include, but are not limited to:

- Fraud, tampering, or unauthorized intervention.
- Technical errors, internet or system outages.
- Insufficient participation or engagement.
- Reputational harm or risk to the Ron del Barrilito brand.
- Regulatory updates or legal developments.

In such cases, Sponsor assumes no obligation to award prizes or provide compensation beyond what is required by law.

Sponsor may update these Rules at any time by posting a revised version at the same link as the Official Rules. Continued participation after any update constitutes acceptance of the revised Rules.

## 20. GOVERNING LAW AND COMPLIANCE

This Promotion and these Rules shall be governed by and construed in accordance with:

- The laws of the **Commonwealth of Puerto Rico**, without regard to conflict of law provisions.
- Applicable federal laws of the **United States of America**.

Participants are solely responsible for compliance with local laws in their jurisdiction. Entries that violate local law will be deemed void.

#### 21. ARBITRATION CLAUSE

All disputes arising out of or related to this Promotion shall be resolved exclusively and finally by **binding arbitration** as follows:

- Conducted under the rules of the American Arbitration Association (AAA) or another mutually agreed-upon neutral arbitration forum.
- Held in San Juan, Puerto Rico.
- Proceedings shall be conducted in **English or Spanish**, at Sponsor's discretion.
- Class, collective, and representative actions are expressly prohibited.
- Confidentiality: All filings, evidence, and decisions shall be kept strictly confidential by all parties.
- Each party shall bear its own attorneys' fees, arbitration costs, and related expenses.
- Any claim must be filed within **one** (1) **year** of the cause of action, or it is permanently barred.
- The arbitrator's decision shall be final and binding with limited rights of appeal.

By participating, Participants waive any right to a jury trial and agree that this arbitration provision survives the expiration or termination of the Promotion.

## 22. SEVERABILITY AND SURVIVAL

If any provision of these Rules is found to be unlawful, void, or for any reason unenforceable, that provision shall be severed, and the remaining provisions shall remain in full force and effect.

The following sections shall survive termination of the Promotion or any disqualification of a Participant:

- Intellectual Property and UGC Rights (Section 13)
- Publicity Release (Section 14)
- Limitation of Liability (Section 17)
- Force Majeure and Business Discretion (Section 18)
- Arbitration (Section 21)
- Privacy (Section 15)

## 23. WINNERS LIST

A list of confirmed winners for each Monthly Entry Period will be available upon request.

Participants may request the winners list by sending an email to <u>info@rondelbarrilito.com</u> (mailto:) within thirty (30) days following the conclusion of the applicable monthly drawing.

The request must include:

- The subject line: "Ron del Barrilito Giveaway Winners List Request"
- The specific month for which the winners list is requested.

Sponsor reserves the right to verify the identity of any individual requesting such information and to limit disclosures as required by Applicable Laws.

#### 24. ENTIRE AGREEMENT

These Official Rules constitute the complete and exclusive agreement between Participants and the Sponsor regarding the Promotion.

They supersede any prior communications, representations, or agreements, whether oral or written, relating to the Promotion.

No waiver of any provision shall be deemed a further or continuing waiver of such provision or any other provision.

Sponsor's failure to enforce any term shall not constitute a waiver of that provision.

## 25. RESPONSIBLE DRINKING STATEMENT

At Ron del Barrilito, we take pride in crafting exceptional rum meant to be savored—not rushed. We are committed to promoting the responsible enjoyment of our products.

Participation in this Promotion should reflect that commitment:

- Do not engage in excessive or irresponsible drinking.
- Never drink and drive.
- Legal drinking age must always be respected.
- Compliance with Alcohol Marketing Regulations: The Sponsor affirms that this Promotion has been designed and is intended to comply with all applicable laws, regulations, and industry standards governing the marketing, advertising, and promotion of alcoholic beverages. This includes adherence to age restrictions, responsible consumption messaging, and jurisdiction-specific requirements related to alcohol-related sweepstakes and contests.

For more information on responsible alcohol consumption, please visit resources such as <u>Responsibility.org</u> or consult local guidelines. This Promotion does not encourage or condone any behavior inconsistent with these principles.

Participants acknowledge that the Promotion is restricted to individuals of legal drinking age in their respective jurisdictions and that Sponsor does not encourage excessive or unlawful consumption.

#### 26. MISCELLANEOUS PROVISIONS

- This Promotion is subject to all Applicable Laws and is void where prohibited.
- Headings used in these Rules are for convenience only and shall not affect interpretation.
- In case of discrepancies between different versions or translations of these Rules, the English version shall prevail.
- Sponsor's Interpretation Controls: The Sponsor reserves the exclusive right to interpret these Official Rules, resolve any ambiguities, inconsistencies, or disputes, and make determinations regarding the administration of the Promotion. All such interpretations, decisions, and determinations shall be final, binding, and conclusive in all respects.
- No Guarantee of Future Promotions: Participation in this Promotion does not grant any right, expectancy, or entitlement to participate in future promotions, giveaways, or contests offered by the Sponsor. Each promotion is independent and subject to its own terms and conditions.
- No Relationship Created: Participation in this Promotion does not create any agency, partnership, joint venture, employment, or fiduciary relationship between the Participant and the Sponsor or any Promotion Entity. Acceptance of a prize does not constitute an endorsement, approval, or formal association beyond the rights and obligations expressly stated in these Official Rules.
- Future Marketing Communications: Participants may be offered the opportunity to opt-in to receive future promotional communications from Sponsor. Consent to receive such communications is entirely optional and is not a condition of participation or winning. Any marketing communications will comply with applicable data protection and antispam laws.

For questions or to obtain a copy of these Official Rules, contact: <a href="mailto:info@rondelbarrilito.com">info@rondelbarrilito.com</a> | 787.415.8601

## END OF OFFICIAL RULES

Thank you for being part of a legacy that began in **1880 at Hacienda Santa Ana**. Every sip of **Ron del Barrilito** reflects over a century of craftsmanship and heritage.

We invite you to celebrate responsibly, and we look forward to sharing this journey with you.

Excellence is always in the barrel.