

**Malibu Sweepstakes
Official Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. Malibu Sweepstakes ("Promotion") begins at 12:00:01AM Pacific Time ("PT") on May 1, 2016 and ends at 11:59:59PM PT on September 5, 2016 ("Promotion Period"). This Promotion contains a game of chance ("Sweepstakes"). *The computer clock of Sponsor is the official time-keeping device in the Promotion.*

1. **ELIGIBILITY:** The Promotion is open only to legal residents of 50 United States and the District of Columbia, who are at least 21 years of age or older at the time of Promotion registration. Employees, officers and directors of Pernod-Ricard USA, LLC (the "Sponsor"), 360i, Snipp Interactive, Realtime Media LLC, their respective parent companies, affiliates, subsidiaries, advertising, and fulfillment and marketing agencies, (collectively, "Promotion Parties") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) and suppliers, distributors and retailers of alcohol-beverage products are not eligible to participate in the Promotion. By participating in the Promotion, you release, discharge and hold harmless Promotion Parties, their respective parents, affiliates, subsidiaries, retailers, advertising and promotion agencies and the respective officers, directors, employees and agents of each of the foregoing, from any and all damages whether direct or indirect, which may be due to or arise out of participation in the Promotion or any portion thereof, or the acceptance, use/misuse or possession of any prize. By participating, you agree to these Official Rules and to the decisions of the judges and Sponsor, which are final and binding in all respects. Void outside the U.S. 50/D.C., elsewhere and where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.
2. **HOW TO PARTICIPATE:** To participate, purchase one (1) Malibu 750 mL or larger product within any transaction, from any retailer submit a picture of the valid receipt of the qualified purchase and register for the Promotion during the Promotion Period. All submissions of receipts must be received by Monday, September 5, 2016 at 11:59:59PM PT to be eligible. Photo of receipt must clearly show the receipt in its entirety. Participants should keep their receipt. Pernod-Ricard USA, LLC reserves the right to require a participant to provide original receipt for verification purposes upon request. Participants can submit their receipt using one of the two (2) methods detailed below:
 - a. **TEXT MESSAGE:** Text "**BECAUSESUMMER**" to 811811 and submit a photo of your receipt during the Promotion Period. An eligible text and receipt received will earn one (1) Entry into the Sweepstakes ("Entry"). Standard carrier charges apply. Contact your carrier for plan details and pricing. Entry via text-messaging may not be available via all wireless carriers. TEXT "Stop" to 811811 to opt-out. Valid on entries from May 1, 2016 to September 5, 2016; Terms apply. Full Terms and Conditions can be found at www.malibubecausesummer.com. By texting "**BECAUSESUMMER**" to 811811 you consent to receive up to 6 automated text messages to the number you provided from Snipp Interactive to Customer. Your consent to the above is not required to make a purchase. ***Carrier specific charges for text messages may apply, depending on your individual cellular pricing plan, in accordance with your cellular customer agreement.*** SMS may not be available for all service providers or for all handsets. Cellular phone carrier's instructions for text messaging may be different. Check your phone capabilities for specific instructions. The text message entry portion of this game works with most U.S cellular carriers and requires a two-way text messaging enabled cellular phone. Sponsor makes no guarantee that any particular wireless service provider will participate. Check with your service provider for details. By selecting to play via text messaging, you grant permission to the Sponsor to notify them via return text message and must agree to accept all applicable charges associated therewith. Wireless service providers may charge you for each text message, including any error message that is sent and received in connection with the Game, based on the applicable wireless service plan. You are responsible for all applicable fees and taxes associated with placing an SMS entry. Sponsor in its sole discretion may add or delete a cellular carrier at any time, without notice.

- b. **ONLINE:** Upload a photo of your receipt at www.malibubecausesummer.com and complete the registration form by entering your true and correct information in the required fields (required fields include: Full Name, Full Mailing Address, E-mail Address, Phone Number, Birth Date).

ALTERNATE MEANS OF ENTRY: To enter without purchase, hand-print your full name, full mailing address, email address, phone number, and birth date on a plain 3x5 inch paper. Mail your completed entry to Realtime Media, Attn: Malibu Sweepstakes Entry, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428. Each entry must be mailed separately in a hand-addressed, stamped envelope. No photocopied or mechanically reproduced entries will be accepted. No responsibility is assumed for lost, late, incomplete, illegible, misdirected or postage-due entries. No responsibility is assumed for (i) technical, electronic, telephone, hardware, software or network, computer or data transmission errors, malfunctions or difficulties of any kind or (ii) any incorrect data contained in any sweepstakes entry. Mail-in entries must be postmarked no later than September 5, 2016 and received by September 10, 2016 to be eligible. All entries become the property of Sponsor and will not be returned or acknowledged.

Limit of one (1) Entry per person, per email address, per mailing address, per day, throughout the Promotion Period regardless of method of entry.

3. **SWEEPSTAKES DRAWING/ODDS:** The Sweepstakes will consist of eighteen (18) individual electronic, randomized Weekly Drawings (each a "Weekly Drawing"). Each Weekly Entry Period will begin at a specified time (each a "Weekly Entry Period Start Time") and will end at a specified time (each a "Weekly Entry Period End Time") as detailed in the chart below. The Weekly Drawing will be conducted on or around the weekly drawing date ("Weekly Drawing Date") specified in the chart below from among all eligible entries received during such Weekly Entry Period. Entries must be received before the end of the Weekly Entry Period to be eligible for the corresponding Weekly Drawing. All eligible non-winning entries from each Weekly Drawing will be rolled into the next Weekly Drawing. Odds of winning a Weekly Prize depend on the total number of eligible entries received as of the applicable Weekly Drawing Date.

On or about September 10, 2016, there will be nine (9) Grand Prize drawings ("Grand Prize Drawing") conducted from among all eligible entries received for all Weekly Drawings during the entire Sweepstakes Period. There will be a total of nine (9) Grand Prize winners (defined below) selected at the end of the Sweepstakes Period. One (1) Grand Prize winner will be selected from among eligible entries received from each of the following states: Nevada, Arizona, Hawaii, Texas, Missouri, Louisiana, Georgia and Florida. In addition, one (1) Grand Prize will be selected from among all eligible entries received from 50 United States and D.C. Odds of winning a Grand Prize Drawing depend on the total number of eligible entries received during the Sweepstakes Period.

Weekly Entry Period	Weekly Entry Period Start Time	Weekly Entry Period End Time	Weekly Drawing Date
1	5/1/16 at 12:00:01AM PT	5/7/16 at 11:59:59PM PT	5/9/16
2	5/8/16 at 12:00:00AM PT	5/14/16 at 11:59:59PM PT	5/16/16
3	5/15/16 at 12:00:00AM PT	5/21/16 at 11:59:59PM PT	5/23/16
4	5/22/16 at 12:00:00AM PT	5/28/16 at 11:59:59PM PT	5/30/16
5	5/29/16 at 12:00:00AM PT	6/4/16 at 11:59:59PM PT	6/6/16
6	6/5/16 at 12:00:00AM PT	6/11/16 at 11:59:59PM PT	6/13/16
7	6/12/16 at 12:00:00AM PT	6/18/16 at 11:59:59PM PT	6/20/16

8	6/19/16 at 12:00:00AM PT	6/25/16 at 11:59:59PM PT	6/27/16
9	6/26/16 at 12:00:00AM PT	7/2/16 at 11:59:59PM PT	7/4/16
10	7/3/16 at 12:00:00AM PT	7/9/16 at 11:59:59PM PT	7/11/16
11	7/10/16 at 12:00:00AM PT	7/16/16 at 11:59:59PM PT	7/18/16
12	7/17/16 at 12:00:00AM PT	7/23/16 at 11:59:59PM PT	7/25/16
13	7/24/16 at 12:00:00AM PT	7/30/16 at 11:59:59PM PT	8/1/16
14	7/31/16 at 12:00:00AM PT	8/6/16 at 11:59:59PM PT	8/8/16
15	8/7/16 at 12:00:00AM PT	8/13/16 at 11:59:59PM PT	8/15/16
16	8/14/16 at 12:00:00AM PT	8/20/16 at 11:59:59PM PT	8/22/16
17	8/21/16 at 12:00:00AM PT	8/27/16 at 11:59:59PM PT	8/29/16
18	8/28/16 at 12:00:00AM PT	9/5/16 at 11:59:59PM PT	9/10/16

4. **WINNER NOTIFICATION:** Potential Grand Prize winners will receive prize notification via email and/or phone call, within three (3) days of the drawing date or as soon thereafter as reasonably practicable. Any winner of a prize valued over \$600 will be sent, via email, an Affidavit of Eligibility/Liability Release and an IRS W9 Form. All forms must be completed, signed, notarized and returned to Realtime Media within ten (10) days of date of issuance. The potential winner then and only then becomes the "winner." If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and an alternate winner will be selected from among all remaining eligible Entries for that drawing.
5. **PRIZES/RESTRICTIONS:** There will be Nine (9) Grand Prizes and Two Thousand Nine Hundred and Thirty Two (2,932) Secondary Prizes awarded during the Promotion Period as detailed below.

GRAND PRIZES (9): Nine (9) Grand Prizes will be awarded, consisting of:

- One (1) Malibu Beach House experience for two (2) (winner and one (1) guest) at a Live Nation Route 91 Festival
- \$1,000 Spending Money awarded in the form of a Visa Gift Card

The Approximate Retail Value ("ARV") of each Grand Prize is \$6,579.29

SECONDARY PRIZES (2,932): Two Thousand Nine Hundred and Thirty Two (2,932) Secondary Prizes will be awarded, as detailed below. Approximately One Hundred and Seventy Six (162) Secondary Prizes will be awarded each week.

- Twenty Five (25) \$100 Live Nation* eGift Cards
 - ARV \$100. Approx. 1 per week
- Fifty (50) \$50 Live Nation* eGift Cards
 - ARV \$50. Approx. 3 per week
- One Hundred (100) \$25 Live Nation* eGift Cards
 - ARV \$25. Approx. 5 per week
- Two Thousand Seven Hundred and Fifty Seven (2,757) \$4.99 Pandora One* eGift Cards
 - ARV \$4.99. Approx. 153 per week

**Live Nation and Pandora One are not affiliated with Sponsor and does not sponsor, endorse, approve or have any responsibility for this Promotion.*

The ARV of all Secondary Prizes is \$21,257.43

Total ARV of ALL Promotion Prizes: \$80,471.04

PRIZE LIMITATIONS: Limit One (1) Secondary Prize per person/per household. A Secondary Prize Winner is eligible to win a Grand Prize. The Sponsor will provide a cash equivalent if a Potential Grand Prize Winner does not want to accept the Grand Prize as described above. No cash equivalent will be offered for any Secondary Prize. Secondary Prizes will be fulfilled automatically via e-mail within two (2) to three (3) weeks of winner drawing. If it is discovered during prize verification you have entered, attempted to enter, or used multiple accounts to enter more than the stated limit you will be disqualified at the discretion of the administrator, or will be void. Entries generated by script, macro or other automated means, which subvert the entry process, are void. All Promotion Entries become the property of Sponsor and will not be acknowledged or returned. Promotion Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes.

6. **GENERAL PRIZE CONDITIONS:** Prize will only be awarded by Sponsor upon potential winners' verification of eligibility and final approval by Sponsor. Sponsor reserves the right to perform a detailed background check on the potential Grand Prize winner and guest and by entering the Promotion, you hereby authorize Sponsor to perform the same in the event that you are selected as a potential winner. No prize substitution, transfer or assignment of prizes is permitted, except by Sponsor which reserves the right to substitute a prize with one of comparable or greater value, in its sole discretion.
7. **MISCELLANEOUS:** Promotion Parties are not responsible for late, lost, incomplete, corrupted, stolen, garbled, damaged, delayed, undelivered or misdirected Entries, all of which are void. Online Entries will be considered to be entered by the authorized account holder of the e-mail address submitted at time of entry and he/she must comply with these Official Rules. The authorized account holder is deemed as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. By entering the Promotion, you recognize and agree that the registration information provided by you will be made available to Sponsor; use of such information will be governed by Sponsor's Privacy Policy found at <http://www.maliburumdrinks.com/us/Footer/Privacy-policy/>. Upon entering the Promotion, winners grant Sponsor the right to print, publish, broadcast, and use world-wide in any media now known or later developed, the winner's name, portrait, picture, voice, likeness, city and state of residence, and biographical information for any purpose, including but not limited to, in advertisements, publicity, and other communications, worldwide, in perpetuity, without additional compensation, notification or permission, except where prohibited by law. You agree to comply with these Official Rules and the decisions of the Sponsor and judges shall be binding and final.
8. **RELEASE:** As a condition of entering the Promotion, you agree that (1) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim punitive, incidental, consequential or any other damages, and any claims, judgments or awards shall be limited to actual out-of-pocket expenses; (2) all causes of action arising out of or connected with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form class action; and (3) in no event will you be entitled to receive attorneys' fees. BY ENTERING THE PROMOTION, YOU AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS PROMOTION PARTIES AND THE RESPECTIVE OFFICERS, DIRECTORS, AND AGENTS OF EACH, FROM ANY AND ALL LIABILITY FOR ANY INJURY, LOSS, OR DAMAGE OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, WHETHER DIRECT OR INDIRECT, WHICH MAY BE DUE TO OR ARISE OUT OF PARTICIPATION IN THE PROMOTION OR ANY PORTION THEREOF, OR THE ACCEPTANCE, USE/MISUSE OR POSSESSION OF PRIZES, OR ANY PRIZE-RELATED TRAVEL

OR ACTIVITY. YOU WAIVE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- 9. DISCLAIMER:** Promotion Parties are not responsible for printing or typographical errors in these Official Rules or in any Promotion-related materials. Sponsor reserves the right, in its sole discretion, to disqualify any individual that tampers with the entry process. Sponsor also reserves the right to terminate, suspend, cancel or modify the Promotion and award the prizes for the Promotion from among all eligible, non-suspect entries received (i) as of the date of termination using the judging procedure outlined above or in a random drawing for the Sweepstakes if for any reason this Promotion is not capable of running as planned due to any reason, including infection by computer virus, bugs, tampering, fraud, unauthorized intervention, technical failures or other causes that may corrupt or impair the integrity, fairness or proper play of the Promotion. Promotion Parties are not responsible or liable for any events which may cause errors and/or the Promotion to be stopped, including but not limited to any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, nor are they responsible for any problems or technical malfunction of any telephone, network or telephone lines, computer on-line systems, servers, or cable, satellite, or Internet Service Providers, computer equipment, software or any other failure of any email or Entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to yours or any other person's computer relating to or resulting from participation in this Promotion or downloading any materials in this Promotion. Promotion Parties are not responsible for computer, mechanical, technical, electronic, network or other errors or problems, including any errors or problems that may occur in connection with the administration of the Promotion, the processing of Entries, or in any other Promotion-related materials. Promotion Parties may stop you from participating in this Promotion if you violate Official Rules or act, in Sponsor's sole discretion: (a) in a manner Sponsor determines to be not fair; (b) with an intent to annoy, threaten or harass any other entrant or the Sponsor; or (c) in any other disruptive manner. Should more prizes be awarded through a computer, hardware, or software malfunction, error or failure, or for any other reason, in any prize category, than are stated for that category in the Official Rules, Sponsor reserves the right to award only the number of prizes stated in the Official Rules for that category. In no event will more prizes be awarded than that listed in Section 5.

CAUTION: ANY ACT OR ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL(S) TO THE FULLEST EXTENT PERMITTED BY LAW.

- 10. CHOICE OF LAW AND JURISDICTION:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and administrator in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of New York. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the State of New York. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.
- 11. TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner. A 1099 tax form (preceded by a W9 Form) will be issued each Grand Prize Winner.

12. WINNERS LIST: To receive the list of winners of prizes, send a #10 self-addressed stamped envelope for receipt by September 30, 2016 to: Malibu Sweepstakes Winners List Request, c/o Realtime Media, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428

13. PRIVACY POLICY: By entering the Promotion, you recognize and agree that the registration information provided by you will be made available to Sponsor; use of such information will be governed by Sponsor's Privacy Policy found at <http://www.maliburumdrinks.com/us/Footer/Privacy-policy/>. Sponsor shares your concerns about the privacy of your personal information. By entering this Sweepstakes, entrants agree to receive marketing materials, communications and other materials from the Sponsor and/or any promotional partners whose products and services Sponsor feels might interest entrants at a future date. An entrant not interested in receiving future promotional offers should write to: PRUSAConsumerSupport@pernod-ricard.com to notify the Sponsor that he or she does not desire to receive such materials.

SPONSOR: Pernod-Ricard USA, LLC, 100 Manhattanville Road, Purchase, NY 10577

ADMINISTRATOR: Realtime Media LLC, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428

SIP EASY. ENJOY MALIBU RESPONSIBLY.

MALIBU® Caribbean Rum With Coconut Liqueur. 21% - 24% Alc./Vol. ©2016 Pernod Ricard USA, Purchase, NY