

**PUNCH CIGARS  
“TAILGATE LIKE A PRO” SWEEPSTAKES  
OFFICIAL RULES**

**THIS SWEEPSTAKES IS INTENDED FOR PARTICIPATION IN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA (“D.C.”) ONLY, EXCLUDING MASSACHUSETTS, MICHIGAN, AND VIRGINIA. YOU MAY NOT ENTER UNLESS YOU ARE TWENTY-ONE (21) YEARS OF AGE OR OLDER AND A LEGAL RESIDENT OF AND LOCATED IN ONE OF THE ELIGIBLE STATES OR D.C., AND WERE A SMOKER PRIOR TO LEARNING OF THIS SWEEPSTAKES. THIS SWEEPSTAKES IS VOID OUTSIDE THE 50 UNITED STATES/D.C., AND IS VOID IN MASSACHUSETTS, MICHIGAN, VIRGINIA, AND WHEREVER PROHIBITED.**

**NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN.  
A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. PROMOTION PERIOD:** The Punch Cigars “Tailgate Like a Pro” Sweepstakes (the “Sweepstakes”), sponsored by Scandinavian Tobacco Group Lane Ltd. (the “Sponsor”) begins at 9:00:00 AM Eastern Time (“ET”) on August 1, 2023 and ends at 5:00:00 PM ET on November 30, 2023 (the “Promotion Period”). Sponsor’s computer is the official time-keeping device for the Sweepstakes.

**2. ELIGIBILITY:** The Sweepstakes is only open to individuals who: (a) are twenty-one (21) years of age or older at the date of entry; (b) are a legal resident of (and residing at the time of entry in) one of the 50 United States or D.C. (excluding Massachusetts, Michigan, and Virginia); and (c) were a smoker prior to learning of the Sweepstakes. The following individuals are NOT eligible to enter or win a prize: employees, officers and directors of Sponsor and its parent companies, subsidiaries, divisions, affiliates, advertising/promotion/judging agencies, and any other entities affiliated with the administration of the Sweepstakes, and the immediate family members (parent, child, sibling, spouse) of each such person, and persons living in the same household as each such person (whether related or not). Sponsor’s determinations of eligibility are final and may be made at any time. The Sweepstakes is: (1) void outside the 50 United States and D.C.; and (2) void in Massachusetts, Michigan, Virginia, and wherever prohibited.

**3. AGREEMENT TO TERMS:** Participation in the Sweepstakes constitutes entrant’s full and unconditional agreement to and acceptance of the terms of these Official Rules and the decisions and interpretations of the Sponsor, which are final and binding in all respects. Winning a prize is contingent upon fulfilling all requirements set forth herein. Any entrant may be disqualified at Sponsor’s sole discretion if they fail to comply with any of the terms of these Official Rules.

**4. TO ENTER:** During the Promotion Period, visit [tailgate.punchcigars.com](http://tailgate.punchcigars.com) and follow the instructions to provide the required entry information and submit the entry form so it is received by Sponsor’s server no later than 5:00:00 PM ET on November 30, 2023. Sponsor reserves the right to verify the age/identity of any entrant through 3<sup>rd</sup> party Veratad Technologies, LLC; entrants that do not pass this verification process (if applied) will be disqualified, all as determined by Sponsor in its sole discretion. Entries become the property of Sponsor and may not be acknowledged or returned.

**Limit (1) entry per person/email address.** Multiple entrants are not permitted to share the same email address. Entries are void if late, unreadable, inaccurate, incomplete, tampered with, forged, mechanically reproduced, irregular in any way or otherwise not in compliance with these Official Rules. Entries submitted in excess of stated limits will be void. Use of any automated system to enter as determined by Sponsor in its sole judgment is prohibited and will result in disqualification at Sponsor’s sole discretion. Any attempt by any entrant to obtain more than the stated maximum number of entries by using multiple/different accounts, identities, registrations, or logins, or through any other methods, may void all of that entrant’s entries and that entrant may be disqualified. Sponsor is under no obligation to correspond about entries, nor is Sponsor required to acknowledge its receipt of entries. Sponsor reserves the right to, and at its sole discretion may, reject any entry for failure to comply with any applicable entry requirements. Proof of submission of entry does not constitute proof of receipt of entry. In the event of a dispute as to the identity of the entrant associated with any entry, the authorized account holder of the email address associated with the entry, at time of submission, will be deemed to be the entrant. The “authorized account holder” is the natural person assigned to the email account by the applicable email account provider. Potential winner may be required to show proof of being the authorized account holder. In the event a dispute regarding the identity of the person who actually submitted an entry cannot be resolved to Sponsor’s satisfaction, the affected entry will

be deemed ineligible. Normal Internet access and usage charges imposed by your online service will apply. If you participate from your mobile phone, such activity will be subject to the charges pursuant to your wireless service provider's rate plan. You further agree that by providing your mobile phone as part of your participation information, you are consenting to Sponsor or its designee contacting you via a live call or text message to your mobile phone if you are a potential winner, which will be subject to the charges pursuant to your wireless service provider's rate plan.

**5. RANDOM DRAWING/PRIZE DESCRIPTION/ODDS:** On or about December 5, 2023, an independent judging organization will conduct a random drawing from among all eligible entries received to award the following prizes:

One (1) Grand Prize: A portable outdoor kitchen selected by Sponsor in its sole discretion, with an approximate retail value ("ARV") of \$1,795.

Ten (10) Second Prizes: each a tailgate essentials kit consisting of a cooler, custom beer pong set and cigar cutter, all as selected by Sponsor in its sole discretion. The ARV of each Second Prize is \$290.

The total ARV of all prizes offered is \$4,695. Potential winners will be notified in accordance with Section 6 below. Odds of winning depend on the number of eligible entries received. Any prize details not specified will be determined by Sponsor in its sole discretion. Tobacco is not included as part of any prize. Beverage alcohol is not included as part of any prize. Odds of winning depend on the number of eligible entries received. **Limit one (1) prize per person/household.**

**6. WINNER NOTIFICATION AND GENERAL PRIZE RESTRICTIONS:** The name and city/state of a potential winner may be announced online prior to verification; however, any such announcement is not a guarantee of eligibility. Each potential winner will be notified at the email address provided at the time of entry, by Sponsor or Sponsor's designee. Any such email notification will instruct the potential winner to reply as specified within forty-eight hours after the time that the notification email was sent. A potential winner must reply as instructed to confirm their eligibility and ability to accept the prize, and provide their complete contact information within such forty-eight-hour period, or they will be disqualified. In Sponsor's sole discretion, a potential winner may further be required to complete and return a declaration of eligibility, a liability release, a publicity release (where legal), and provide a copy of a valid government-issued identification card as proof of age and identity, any of which must be returned within the time period specified by Sponsor at the time of such request. Proof of identity, age, and legal residence may be required to claim a prize. Further, the Grand Prize winner will be required to return a properly completed IRS W-9 form within the time period specified by Sponsor, and such winner will receive an IRS Form 1099 issued in their name for the actual value of prizes received. Any winner or potential winner may be disqualified in Sponsor's sole discretion if: (a) they fail to reply or to provide any required information or properly completed documents within the required time period; (b) they fail to comply with any of the terms of these Official Rules; or (c) if any prize or prize notification is returned as undeliverable. In the event of disqualification of a winner, at Sponsor's sole discretion the prize may be awarded to an alternate winner selected from among the remaining eligible entries for the Sweepstakes via the means of winner determination described herein, pending verification of eligibility. No responsibility is assumed by Sponsor for any incorrect or missing contact information associated with an entry, or any change of such contact information after entry submission. Any prize details and restrictions not specified herein will be determined by Sponsor in its sole discretion. No prize transfer. No prize substitution except at Sponsor's sole discretion due to unavailability, in which case a prize of comparable or greater value will be awarded. All other costs and expenses associated with acceptance and use of a prize not specified as being awarded are the sole responsibility of the applicable winner. Sponsor will not replace any lost, damaged or stolen prizes. Gift cards and gift certificates, if any, are subject to the terms and conditions of the issuer, including those printed on the cards/certificates. All taxes (including without limitation Federal, state and local taxes) in connection with a prize, and the reporting consequence thereof, are the sole responsibility of the applicable winner. Unless otherwise indicated in any applicable manufacturer's warranty information, all prizes are awarded as-is and without warranty of any kind, implied or express. Any difference between the approximate value and actual value of a prize will not be awarded. Winners should expect to receive their prizes within approximately 4 to 8 weeks following winner verification. Prizes will only be shipped to a valid address within the 50 United States or D.C. (excluding Massachusetts, Michigan, and Virginia).

**7. RELEASE AND LIMITATIONS OF LIABILITY:** BY PARTICIPATING IN THE SWEEPSTAKES, ENTRANTS HEREBY AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, VERATAD

TECHNOLOGIES, LLC, META INC., FACEBOOK, INSTAGRAM, AND ANY SOCIAL MEDIA PLATFORM USED TO ADVERTISE THE SWEEPSTAKES, TOGETHER WITH THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, DIVISIONS, AFFILIATES, ADVERTISING/PROMOTION/JUDGING AGENCIES, AND ANY OTHER ENTITIES AFFILIATED WITH THE ADMINISTRATION OF THE SWEEPSTAKES, TOGETHER WITH THE RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AND AGENTS OF EACH (AFOREMENTIONED INDIVIDUALS AND ORGANIZATIONS COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, RIGHTS, EXPENSES, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES), CLAIMS, LIABILITIES (INCLUDING SETTLEMENTS) AND ACTIONS OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE SWEEPSTAKES OR PARTICIPATION IN ANY SWEEPSTAKES-RELATED ACTIVITY (INCLUDING WITHOUT LIMITATION THE REMOVAL FROM ANY WEBSITE OF, OR DISCONTINUATION OF ACCESS TO, ANY MATERIALS), OR RESULTING DIRECTLY OR INDIRECTLY, FROM THE ACCEPTANCE, PARTICIPATION IN, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE SWEEPSTAKES, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY AND THE COLLECTION, USE AND/OR SHARING BY SPONSOR OF PERSONALLY IDENTIFIABLE INFORMATION OF THE ENTRANTS. WITHOUT LIMITING THE FOREGOING, THE SWEEPSTAKES, ALL PRIZES, AND ALL MATERIALS PROVIDED ON OR THROUGH ANY SWEEPSTAKES-RELATED WEBSITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL THE RELEASED PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF PARTICIPATION IN THE SWEEPSTAKES OR ANY PRIZE, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES; THEREFORE, SUCH EXCLUSIONS MAY NOT APPLY TO YOU. BY PARTICIPATING IN THE SWEEPSTAKES, YOU WAIVE ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO SUCH MATTERS IN ANY FORUM BEYOND ONE (1) YEAR AFTER THE FIRST OCCURRENCE OF THE KIND OF ACT, EVENT, CONDITION OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED.

**8. GENERAL:** Released Parties and Internet/wireless access providers are not responsible for: (a) unauthorized human intervention in the Sweepstakes, including the actions of an entrant or other individuals in connection with the Sweepstakes, such as attempts to circumvent these Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes; (b) incomplete, lost, late, misdirected, damaged, garbled, or illegible entries; (c) any technical malfunction, human error, lost/delayed data transmission, omission, interruption, deletion, defect or line failure in connection with any telephone network, computer equipment, software, server or any combination thereof; (d) any injury or damage to entrant's or any other person's computer or other equipment related to or resulting from participation in the Sweepstakes; (e) printing errors or any errors made in the advertisement of the Sweepstakes; (f) errors in the administration of the Sweepstakes or the processing of entries; (g) changes to social media platform policies and procedures that may interfere with the operation of the Sweepstakes; (h) content filtering or any malfunction/error/failure which may impact the accessibility of any Sweepstakes-related website, entries, or the transmission or receipt of winner verification notices (or other communications with winners); (i) claims based on publicity rights, defamation and/or invasion of privacy and the collection, use and/or sharing by Sponsor of personally identifiable information of the entrants; or (j) death, injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from an entrant's participation in the Sweepstakes or the receipt, use, misuse, or possession of any prize. In the event of any conflict between any details contained in these Official Rules and the details contained in any Sweepstakes advertising materials, the details as set forth in these Official Rules shall prevail. If, for any reason, the Sweepstakes (or portion thereof) is not capable of running as planned by reason of damage by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical limitations or failures, by reason of any acts of God, terrorist acts, disease, pandemic, earthquake, war, fire, flood, unusually severe weather, strikes or legal disputes (whether legal or illegal), industry conditions, bankruptcy or liquidation, marketplace demands, applicable law, unforeseen obstacles or any other causes which, in the sole opinion of Sponsor, could corrupt, compromise, undermine

or otherwise affect the administration, security, fairness, integrity, viability or proper conduct of the Sweepstakes, Sponsor reserves the right in its sole and absolute discretion to cancel, terminate, modify or suspend all or any part of the Sweepstakes, and to select the applicable winner(s) from among the applicable eligible, non-suspect entries received up to the time of such cancellation, termination, modification or suspension, as applicable, or to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion. Entry must be made by the entrant and via the means described in these Official Rules. You are not a winner until your entry has been verified and you have complied with these Official Rules. If any provision of these Official Rules is found to be invalid or unenforceable by a court of competent jurisdiction, such provision will be severed from the remainder of these Official Rules, which will otherwise remain in full force and effect. Sponsor's failure to enforce any portion of these Official Rules does not affect or waive Sponsor's right to enforce any portion of Official Rules at any time. Headings and captions are used in these Official Rules solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof. When terms such as "may" are used in the Official Rules, Sponsor has sole and absolute discretion. Entrants agree to waive any rights to claim ambiguity or any deficiency in these Official Rules or in the Sweepstakes, including its administration.

Entrants further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. Participants acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

**9. CONDUCT:** By participating in the Sweepstakes, entrants: (i) represent and warrant that all information provided by entrant in connection with the Sweepstakes is true, accurate and complete; and (ii) agree to comply with all federal, state and local laws and regulations. Sponsor reserves the right, at any time and at its sole discretion, to disqualify and/or deem ineligible to participate in the Sweepstakes or any future Sponsor promotions, any individual it suspects: (a) to be tampering with the entry process or the operation of the Sweepstakes or any website; (b) to be acting in violation of these Official Rules or Sponsor's privacy policy or other applicable terms, conditions or guidelines; (c) to be acting in bad faith or in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (d) to have failed to agree to these Official Rules; or (e) to be in violation of these Official Rules. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF THESE OFFICIAL RULES AS WELL AS CRIMINAL AND CIVIL LAWS. SHOULD SPONSOR BELIEVE OR BECOME AWARE THAT SUCH AN ATTEMPT HAS BEEN, IS BEING, OR WILL BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY RESPONSIBLE ENTRANT(S) AND OTHER RESPONSIBLE INDIVIDUAL(S) IN THE ATTEMPTED DAMAGE TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION CRIMINAL PROSECUTION.

**10. PUBLICITY:** By participating, you grant to Sponsor and its affiliated companies the right, except where prohibited by law, to use your name, likeness, picture, address (city and state), voice, biographical information, and written or oral statements about the Sweepstakes or Sponsor's products/services (the "Materials"), for advertising and promotional purposes in promoting or publicizing Sponsor, its affiliated companies, and the products or services of each, in any and all media without limitation as to time or territory, without compensation unless required by law. You shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of the Materials.

**11. DISPUTES:** By participating, each entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prize awarded, must be resolved individually, without resort to any form of class action, and solely and exclusively in the applicable state or federal court located in or nearest to Richmond, Virginia, and each entrant submits to sole and exclusive personal jurisdiction to said courts in the Commonwealth of Virginia for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes

but in no event attorneys' fees; (c) under no circumstances will entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased; and (d) entrants' remedies are limited to a claim for money damages (if any) and entrants irrevocably waive any right to seek injunctive or equitable relief. Some jurisdictions do not allow for limitations on the ability to pursue class action remedies, or certain kinds of damages, and so these limitations may not apply to you. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of an entrant or the Released Parties in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Virginia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia.

**12. COLLECTION AND USE OF PERSONAL INFORMATION:** By entering the Sweepstakes, entrants agree and consent to Sponsor's collection, use and retention of their personal information provided in the course of their participation, for all purposes related to the Sweepstakes (including, without limitation, processing and administering entries, sharing an entrant's personal information with Sponsor's service providers, contractors, prize partners, etc. as necessary to conduct and operate the Sweepstakes, communicating with and awarding prizes to winners, making public announcements about winners, and advertising, promoting and publicizing the Sweepstakes), as well as in accordance with Sponsor's Privacy Policy available via <https://www.punchcigars.com/privacy-policy>. **Please review Sponsor's Privacy Policy before submitting your entry.** If you object to the above or anything stated in Sponsor's Privacy Policy, you should not enter the Sweepstakes.

**13. WHO WON?:** For the first name, last initial, city, and state of the winners, mail a self-addressed, stamped envelope to be received by January 31, 2024 to: Punch Cigars "Tailgate Like a Pro" Winner List, PO Box 750, Southbury, CT 06488-0750. Winners may also be announced on Sponsor's website(s) and/or social media account(s), at Sponsor's sole discretion.

Sponsor: Scandinavian Tobacco Group Lane Ltd., 2100 E Cary St, Ste 200, Richmond, VA 23223  
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Any third-party trademarks, service marks and trade names referenced herein are the property of their respective owners, are used for descriptive purposes only, and do not imply any sponsorship or endorsement of the Sweepstakes.

By participating in the Sweepstakes, entrants acknowledge that the Sweepstakes is in no way sponsored, endorsed, administered by or associated with Meta, Inc., Facebook, Instagram, or other social media platforms used to promote the Sweepstakes. Participants should contact Sponsor with any questions or comments related to the Sweepstakes, and not Meta Inc., Facebook, Instagram, other social media platforms used to promote the Sweepstakes.

**SURGEON GENERAL WARNING:**  
Tobacco Use Increases The  
Risk Of Infertility, Stillbirth, And  
Low Birth Weight.