

OFFICIAL RULES FOR THE Ö-61 INKspired SWEEPSTAKES

No purchase or payment of any kind is necessary to enter or win. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

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1. ELIGIBILITY AND SPONSOR:

The Sweepstakes is open only to residents of the United States who are at least twenty-one (21) years old. Employees of Simplicity (“Administrator”), Ö-61 (“Sponsor”) or any other alcohol beverage company, their respective distributors, wholesalers, retailers (including bartenders/staff), or licensees, as well as the immediate family (spouse, parents, siblings, and children) and household members of those employees, are not eligible to enter.

2. ENTRY PERIOD:

The Entry Period begins at 12:01 AM Eastern Time on June 1, 2024, and ends at 11:59 PM Eastern Time on July 31st, 2024 (the “Entry Period”). The administrator’s computer is the official time-keeping device for the Sweepstakes.

3. HOW TO ENTER:

- a. During the Entry Period, scan the QR code on the Ö-61 Sweepstakes advertisement, and **you will be taken to an online entry form**. Alternatively, you can visit the [website](#) and go directly to the online entry form. Follow the instructions to complete the entry form. **Standard data rates may apply. Not all carriers and plans include the internet. See your wireless carrier plan for pricing details. There is a limit of one (1) entry per person per month.**
- b. The use of multiple e-mail addresses or numbers, an agency, or any automated system to enter is strictly prohibited, and the Sponsor reserves the right to disqualify any entries received through such methods. By entering, you indicate your full agreement to these Official Rules and Sponsor’s decisions regarding the Sweepstakes, which are final and

binding. Winning a prize is contingent upon fulfilling all requirements in these Official Rules.

4. DRAWING:

Random drawings will be held on August 1, 2024. Sponsor will select ONE (1) winner in a random drawing of all entries received during the promotional period. The odds of being selected depend on the number of eligible entries received. The sponsor will attempt to contact the potential winner within five (5) business days of the drawing using the contact information on the entry form.

5. PRIZE:

- a. **Grand Prize:** One (1) winner will receive the following: One (1) Miami Ink gift card of a \$1,000 value per winner. If a potential winner does not respond within 120 hours of being contacted, an alternate winner will be selected.
- b. **For all Prizes:** A winner is responsible for paying taxes and any costs and expenses not specified above. Any prize details not specified above will be determined by the Sponsor at its sole discretion. A prize may not be transferred prior to the award. A winner may not request cash or a substitute prize; however, the Sponsor reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason, as determined by the Sponsor, in its sole discretion. No alcohol will be awarded as part of any prize.
- c. **Travel and Redemption:** The prize must be redeemed in person at Miami Ink (Tattoo Shop) in Miami, FL, during the month of August 2024. Travel and accommodation costs are not included in the prize and are the sole responsibility of the winner.
- d. **Video Recording and Image Use:** The winner agrees to be video recorded at Miami Ink and grants the sponsor and its affiliates the right to use their name, likeness, and video recording for commercial purposes, including but not limited to social media, advertising, and promotional activities, without additional compensation or prior notice. A consent form to use their use for signature will be provided to the winner when they arrive at Miami Ink Tattoo Shop.
- e. **Release:** The winner consents to and releases any claims against the sponsor, its affiliates, and agents for the use of their image and recordings as described above.

By entering this sweepstakes, entrants acknowledge that they have read and understood these terms and agree to be bound by them.

6. GENERAL CONDITIONS:

In the event that the operation of the Sweepstakes is impaired in any way, Sponsor may, in its sole discretion, either (a) modify the Sweepstakes to address the impairment or (b) award the prizes at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the Sweepstakes, violates these Official Rules, or acts in a disruptive manner. Sponsor reserves the right to seek damages from any person who seeks to undermine the legitimate operation of

the Sweepstakes. Failure by the Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that term. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication by Sponsor. The Sweepstakes is subject to federal, state, and local laws and regulations and is void where prohibited.

7. RELEASE AND LIMITATIONS OF LIABILITY:

By entering, you agree to release and hold harmless the Administrator, Sponsor, its parents, subsidiaries, affiliates, and each of their respective officers, directors, employees, agents, and representatives (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize. You further agree that in any cause of action, in no event shall the Released Parties be liable for attorney's fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

8. PRIVACY:

Any information you submit as part of the Sweepstakes will be treated in accordance with the Sponsor's Privacy Policy. Except where prohibited, participation in the Sweepstakes constitutes an entrant's consent to the Sponsor's use of his/her name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration.

9. DISPUTES:

You agree that any disputes, claims, and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action and shall be determined by submission to binding arbitration before the American Arbitration Association. The arbitration will be conducted in accordance with the laws of the State of Florida without giving effect to any choice of law or conflict of law rules (whether of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Florida. Any arbitration pursuant to this Agreement shall be held in Miami-Dade County, Florida, and shall be conducted by a single arbitrator with expertise or significant knowledge of the subject matter. The written decision of the arbitrator so selected shall be binding, final and conclusive on the parties. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notice of demand for arbitration shall be filed in writing with the other parties to this Agreement and the American Arbitration Association. The demand for arbitration shall be made within thirty (30) days after Notice of the claim, dispute or other matter in question has been given, and in no event shall it be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

Each party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal action, proceeding, cause of action, or counterclaim arising out of or relating to this agreement, including any exhibits, schedules, and appendices attached to this agreement, or the transactions contemplated hereby. [each party

certifies and acknowledges that (a) no representative of the other party has represented, expressly or otherwise, that the other party would not seek to enforce the foregoing waiver in the event of legal action, (b) it has considered the implications of this waiver, (c) it makes this waiver knowingly and voluntarily, and (d) it has decided to enter into this agreement in consideration of, among other things, the mutual waivers and certifications in this section.]

In the event of arbitration or litigation arising under this Agreement, each party shall be responsible for their own attorneys' fees and expenses incurred in connection therewith at all levels, including before the filing of suit or a demand for arbitration.

10. WINNER INFORMATION:

For the name of the winners, send a self-addressed stamped envelope to Ö-61 Sweepstakes List, 1395 Brickell Ave, Suite 800, Miami, FL 33131.

11. SPONSOR:

The Sweepstakes is sponsored by Ö-61, 2010 NW 150 Ave, Suite 211, Pembroke Pines, FL 33028, and is administered by Simplicity, 1395 Brickell Ave, Suite 800, Miami, FL 33131.