

OFFICIAL RULES AND REGULATIONS

Keys To The City Song Contest

1. ENTRY REQUIREMENTS

NO PURCHASE NECESSARY TO ENTER OR WIN. Must be 21 years of age. Open only to legal United States residents. Entrants (as defined below) shall complete the registration requirements as provided in paragraph 4 herein at www.1800tequila.com/keys (the Site”). Submission(s) can be no less than 45 seconds, shall be submitted in .mp3 or .wav format and shall not exceed 100MB file size. All Submissions must be received by 11:59 pm Eastern Time (“ET”) on Thursday August 1, 2019.

2. KEY CONTEST DATES

The Keys To The City Song Contest (“Contest”) will be held online at the Site from 11:00 am ET Sunday July 7, 2019 (“Contest Start Date”) to 11:59 pm ET Thursday August 1, 2019 (“Contest End Date”). Contest is sponsored by Brand New A Collective, LLC on behalf of Casa Cuervo, S.A. de C.V. (collectively, “Sponsor”). Submissions will be reviewed between Monday July 8, 2019 and August 8, 2019. Winners will be sent notification via the email provided during the registration process between 8:00 am ET July 8, 2019 and 11:59 pm ET August 8, 2019. Winners will have 24 hours from the time the email is sent to return any information Sponsor requires and confirm all eligibility requirements. Failure to timely respond may result in disqualification and Sponsor may select another winner. Winners satisfying all eligibility requirements will receive the Prize (as defined in Section 5) between Saturday July 13, 2019 and August 15, 2019 (“Promotion Period”).

3. ELIGIBILITY

The Contest is open to all individuals who are legal residents in the United States of America and who are at least 21 years of age by the Contest Start Date (“Entrants”). Entrants submitting as a team will be collectively known as a single “Entrant”. By entering the Contest, Entrants agree to accept and be bound by all terms of these Official Rules and Regulations. Contest is subject to all federal, state and local laws and regulations. Some restrictions may apply. Void outside of the United States and where prohibited. Sponsor’s employees and immediate family members are not eligible to enter. Sponsor reserves the right to verify eligibility of any potential winner. Entrants that do not meet the requirements will be disqualified and their submissions will be void.

4. HOW TO ENTER

During the Contest Period, Entrants should complete the Entrant form at www.1800tequila.com/keys; download up to three featured music beats created by super music producer TM88 (“Beats”); after Entrant records Entrant’s vocal layering performance to the Beat(s), upload Entrant’s completed song(s) at www.1800tequila.com/keys (“Submissions”). For entries to be eligible: (1) Entrants must completely and accurately enter all information on the registration form; (2) Entrant’s contributions to each Submission must be Entrant’s own original work that has not been

previously exploited, distributed, published or otherwise publically performed. Sponsor is not responsible for misdirected, incomplete, lost, late or illegible entries or technical, hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmissions or other errors or problems which may limit Entrant's ability to participate in the Contest. False or deceptive entries or acts, as determined by Sponsor, will render the Entrant ineligible. Sponsor reserves the right, in its sole discretion, to cancel or modify the Contest should any computer virus, malfunction or other cause beyond its control corrupt the administration, security or proper operation of the Contest. In the event of a dispute about the identity of an Entrant, each online entry will be declared made by the authorized account holder of the email address submitted at the time of Submission as determined by Sponsor. The Entrant should be able to provide, upon request, all third-party clearances, releases and permissions for Entrant's contributions to each song Submission, including releases from the Entrant and any other third-party participants. For further clarity, Entrant's contributions to Submissions must not contain any third-party copyrighted material and Submissions must not contain material that infringes on any third-party copyright. Once submitted, all copyrights in and to the Submissions become exclusive property of Sponsor, or its affiliates or designees, as the case may be, in perpetuity. No automated entries accepted.

5. PRIZE

Up to 12 Contest winners will be selected and the winning Submission(s) will be featured in a social media post by super producer TM88 during the Promotion Period. Approximate retail value is \$500.

6. JUDGING CRITERIA FOR SUBMISSIONS

Submissions will be judged by a panel of judges selected by Sponsor in its sole discretion. Submissions will be judged according to the following criteria (i) strong use of original lyrics; (ii) lyrical and rhythmic flow; (iii) vocal harmony; (iv) vocal melody; (v) creativity relevant to the Beat; and (vi) overall song concept. Determinations of such judges will be final and subject to the sole discretion of such judges.

7. INTERNET LIMITATIONS OF LIABILITY

Sponsor assumes no liability for any error in transmission, communications line failure, theft, destruction or alteration of entries. By entering this Contest, Entrants agree to release Sponsor and its affiliates and its and their respective directors, managers, employees, consultants, agents and representatives from any and all liability claims or actions of any kinds whatsoever for injuries, damages or losses to persons and property which may be sustained in connection with any prize-related activity. The Sponsor and any entities affiliated with the Sponsor expressly disclaim any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use of the prize awarded. In the event more winner notifications are issued, or more winning prize claims are received, than the number of prizes set forth in these Official Rules due to computer, printing, seeding, human or other error or problem, Sponsor shall have the discretion to reorder the winners based on the criteria set forth within these Official

Rules. In the event of sabotage, acts of God, computer virus or other events or causes beyond the Sponsor's reasonable control, which corrupt the integrity, administration, security or proper operation of the Contest, Sponsor reserves the right to cancel or suspend the Contest. In the event of cancellation, prizes will be awarded from among all eligible, non-suspect entries received prior to the Contest End Date requiring such cancellation. Notice of cancellation will be posted at www.1800tequila.com/keys. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR ANY OTHER REMEDIES FROM SUCH PERSON(S) TO THE FULLEST EXTENT PERMITTED BY LAW.

8. RIGHTS IN SUBMISSIONS

In consideration of Entrant's song being reviewed and evaluated for this contest, Sponsor has exclusive rights to use, copy, exploit, sell, download, sublicense, transmit, distribute, publicly perform, publish, delete or display any such submission, or any portion thereof, throughout the world in any and all media in connection with the Keys To The City campaign as well as any other use or exploitation. Each Entrant authorizes Sponsor, its affiliates and designees to exploit the Submission in perpetuity how they see fit, including licensing and sublicensing to any affiliates or third parties, and to make derivative works from such Submissions at the sole discretion of Sponsor. The Contest winner(s) may be required to complete and execute additional documents and have third parties execute Sponsor's documents in connection with the rights granted to Sponsor as a condition of prize acceptance. In addition, by participating in the Contest and submitting a song, each Entrant hereby grants permission (except where prohibited by law) for the Sponsor to use Entrant's song, name, likeness, voice, quotes, comments, biographical information, photograph and/or image for the purpose of advertising, trade, sale or promotion without further notice, permission, compensation or consideration in any and all media now known, in perpetuity, unless prohibited by law. After Entrant uploads Submission, Entrant shall not distribute, license or exploit the Beats and/or Submissions on any format regardless of whether Entrant receives any compensation.

9. EQUITABLE RELIEF

Each Entrant understands, acknowledges and agrees that the Sponsor and its affiliates and designees with the Sponsor do not have now or in the future any duty or liability, direct or indirect, contributory, or otherwise, in regards to the infringement of protection of the copyright in and to the Submission. Each Entrant acknowledges that, with respect to any claim by Entrant relating to or arising out of Sponsor's actual or alleged exploitation or use of any Submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable Entrant will not be irreparable or otherwise sufficient to entitle such Entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Submission or any other production based on or allegedly based on the Submission, and

Entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

10. PRIZE RESTRICTIONS

A winner cannot assign or transfer any prize to another person. A prize cannot be substituted or redeemed for cash. All prizes are subject to Sponsor's discretion related to timing, frequency and prominence. If a prize or any portion of the prize cannot be awarded due to circumstances beyond the control of Sponsor, then a substitute prize may be awarded at sole discretion of Sponsor. Winners are responsible for any risk of loss associated with the prize or any portion of the prize after it has been delivered.

11. CONSTRUCTION

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any contestant and Sponsor, shall be governed by, and construed in accordance with the laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules or provisions (whether of Georgia, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Georgia. In any action brought to enforce the obligation or right of any party hereunder, entrants consent to personal jurisdiction and venue in any court of appropriate jurisdiction in Fulton County, State of Georgia, USA. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

12. PRIVACY STATEMENT

The information submitted, including the registration information, will be available to the Sponsor and its affiliates and designees. For more information on how this information may be used by them, please read their respective Privacy Notices, which can be found at <https://www.1800tequila.com/privacy-policy/>. In addition, by submitting this information Entrant agrees that Sponsor and its affiliates and designees may contact Entrant from time to time regarding offers and promotions.

13. OFFICIAL RULES AND WINNERS' LIST REQUESTS

For a copy of either the Official Rules or the Winner's List, send an email request by September 30, 2019 referencing "Winners" to: info@brandnewacollective.com.

ABBREVIATED RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. Must be 21 years of age. Open only to legal United States residents. Void where prohibited. Begins July 7, 2019 and ends August 1, 2019. Sponsor: Brand New A Collective, LLC. For Official Rules, visit <https://www.1800tequila.com/wp-content/uploads/2019/06/keys-contest-rules.pdf>.

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