

Master of Mixes Grill A Day Giveaway

Official Rules

...10.27.09...

NO PURCHASE NECESSARY TO ENTER OR WIN PRIZES. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING. Internet access and valid email address necessary to participate.

1. ELIGIBILITY: The American Beverage Marketers Master of Mixes Grill A Day Giveaway (“Giveaway” or “Promotion”) is offered and open only to legal residents of the 50 United States or District Of Columbia who are 21 years of age or older as of date of entry. Employees, officers and directors of American Beverage Marketers (“Sponsor”), its respective parents, subsidiaries, and affiliated companies, advertising, promotion, or production agencies, web masters/suppliers (and their respective IRS dependents, immediate family members [spouse, parents, children, siblings) and individuals residing in their same household, whether or not related of such employees, officers and directors are not eligible to participate. By participating, entrants agree to these Official Rules and the decisions of the Sponsor which are final and binding in all matters. Void where prohibited.

2. PROMOTION PERIOD: The Promotion begins at 12:00:01 a.m. (Eastern Time (ET)) on 4/1/10 and ends at 11:59:59 p.m. ET on 02/15/11. The Sponsor’s Promotion computer is the official time keeping device for the Promotion.

3. TO ENTER: Visit www.masterofmixes.com (“Web site”) during the Promotion Period, click on the Giveaway icon, banner, or text link(s) and follow the online entry instructions to register for the Giveaway. You will be asked for the following information: full name, complete address with zip code, daytime phone, e-mail address and birth date (to verify eligibility). You must also place a check in the check box on the registration page to confirm that you have read and agree to these Official Rules. Limit one (1) entry per person/e-mail address. No other form of participation is valid. Any attempt by any participant to obtain more than one (1) entry by using multiple/different e-mail addresses, identities or any other methods will void all of that participant’s entries and that participant will be disqualified. Entries must be received and recorded by Sponsor’s Promotion computer during the Promotion Period.

4. DRAWING: Potential prize winners will be selected in random drawings under the supervision of the Sponsor as follows: (a) Thirty (30) potential winners will be selected on or about 7/1/10 from all eligible entries received by 11:59:59 p.m. ET on 6/30/10; (b) thirty-one (31) potential winners will be selected on or about 8/1/10 from all eligible entries received by 11:59:59 p.m. ET on 7/31/10; (c) thirty-one (31) potential winners will be selected on or about 9/1/10 from all eligible entries received by 11:59:59 p.m. ET on 8/31/10; (d) thirty (30) potential winners will be selected on or about 10/1/10 from all

eligible entries received by 11:59:59 p.m. ET on 9/31/10; and (e) twenty-eight (28) potential winners will be selected on or about 2/16/11 from all eligible entries received by 11:59:59 p.m. ET on 2/15/11. The potential winners for each drawing will be notified by e-mail, regular mail, overnight mail and/or phone on or about 5 business days after the drawing. Non-winning entries for any drawing will be carried forward to subsequent drawings. No substitution, cash redemption or transfer of prize is permitted, but Sponsor reserves the right to substitute the prize with a prize of equal or greater value if the advertised prize becomes unavailable for any reason.

5. PRIZES/ODDS: (150) Prizes: A Coleman Roadtrip LXE Grill Approximate Retail Value \$189.99 each. **DISCLAIMER OF WARRANTIES: Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, in law or in fact concerning the prize, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose and/or non-infringement. The only warranty for the prize may be any written limited warranty, if any, that may be made by the manufacturer of the prize and delivered with the prize.** If a prize winner cannot accept prize as stated, the prize will be forfeited in its entirety and awarded to an alternate winner. All federal, state and local taxes are the sole responsibility of the winner. Odds of winning in any drawing depend on the number of eligible entries received for that drawing.

6. GENERAL CONDITIONS: Participants agree (a) that Sponsor, its parents, subsidiaries and affiliated companies, advertising and promotion agencies, and all of their respective officers, directors, employees, representatives and agents (individually and collectively "Releasees") are released, will have no liability whatsoever for, and shall be held harmless by participants against any liability for any injuries, losses or damages of any kind (whether due to negligence or otherwise) to person(s), including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize or participation in this Promotion or any Promotion related activities, and, (b) each winner grants permission to Sponsor and those acting under its authority the right to the use of his/her name, picture, likeness, voice, biographical information and statements, at any time or times, in perpetuity, for advertising, trade, publicity and promotional purposes without additional compensation (except where legally prohibited), in all media now known or hereafter discovered, worldwide and on the Internet and World Wide Web, without notice, review or approval. Potential Prize winners may be required to complete, sign and return an Affidavit of Eligibility, a Liability Release, and where lawful a Publicity Release within seven (7) days of date on notification. If documents are not returned timely, or if the prize notification or prize is returned as non-deliverable, or if the potential winner is found to be ineligible or otherwise not in compliance with these Official Rules, prize will be forfeited and an alternate winner selected.

7. LIABILITY LIMITATIONS: Releasees are not responsible for lost, late, misdirected, incomplete, or non-delivered entries or e-mail; or for interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Web site, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, corrupted, scrambled, delayed, or misdirected transmissions or computer hardware or software or program/programming malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network

or the incorrect or inaccurate capture of registration, entry or other information or the failure to capture, or loss of, any such or similar information. Persons who tamper with or abuse any aspect of this Promotion, as solely determined by the Sponsor, will be disqualified. Any use of robotic, automatic, macro, programmed, third party or like entry methods will void all such entries by such methods, and disqualify any entrant using such methods. Releasees are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Promotion or downloading materials from or use of the Web site. Should any portion of the Promotion be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention, technical failures or any other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Promotion, and select the winners from entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. Releasees are not responsible for any incorrect or inaccurate information, whether caused by Web site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion, and assume no responsibility for any error, interruption, deletion, defect, delay in operation, or transmission, communications line failure, theft or destruction, or unauthorized access to or use of this Web site. In case of dispute, the authorized subscriber of the e-mail account used to enter the Promotion at the actual time of entry will be deemed to be the participant, and must comply with these Official Rules. The authorized account subscriber is deemed to be the natural person who is assigned an e-mail address by an Internet Access Provider, on-line service provider, or other organization which is responsible for assigning e-mail addresses.

IN NO EVENT WILL RELEASEES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE WEB SITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID WEB SITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS WEB SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

8. PRIVACY POLICY: Information submitted with an entry is subject to the Privacy Policy stated on the Web site www.masterofmixes.com. To read the Privacy Policy access the Web site and click on the Privacy Policy link.

9. DISPUTE RESOLUTION/CHOICE OF LAW: Except where prohibited, entrants agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Promotion, or any prize awarded, or the determination of the winners, shall be resolved individually, without resort to any form of class action, and exclusively in federal or state courts located in New Albany, Indiana, and (2) any and

all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs directly associated with entering this Promotion but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and/or Releasees in connection with the Promotion, shall be governed by, and construed in accordance with the laws of the State of Indiana, without regard for the conflicts of law doctrine of that State or any other jurisdiction.

10. WINNERS LIST: For the names of the winners, print your name and complete address on self-addressed first class stamped envelope and mail in a first class-stamped envelope to: American Beverage Marketers, P.O. Box 347, New Albany, Indiana 47151 for receipt by 12/31/10. Winners may also be posted on the Web site.

11. SPONSOR: American Beverage Marketers, P.O. Box 347, New Albany, Indiana
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