

LS CREAM RECIPE CONTEST OFFICIAL RULES YOU HAVE NOT YET WON. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING DEPEND ON THE NUMBER OF ENTRIES RECEIVED. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. THIS CONTEST IS ONLY OPEN TO LEGAL RESIDENTS OF THE UNITED STATES (EXCLUDING ALABAMA, CALIFORNIA, FLORIDA, INDIANA, KANSAS, MAINE, MARYLAND, MISSISSIPPI, MISSOURI, NEW YORK, NORTH CAROLINA, PENNSYLVANIA, UTAH, VERMONT, AND WEST VIRGINIA) WHO ARE 21 YEARS OLD OR OLDER. Please read these rules before entering the “LS Cream Recipe Contest” Contest (“the Promotion”). By submitting an entry to the Promotion, you agree to be bound by these rules and represent that you satisfy all eligibility requirements.

1. Eligibility: The Promotion is open ONLY to legal residents of the United States and the District of Columbia (excluding residents of Alabama, California, Florida, Indiana, Kansas, Maine, Maryland, Mississippi, Missouri, New York, North Carolina, Pennsylvania, Utah, Vermont, and West Virginia) who are at least 21 years of age at the time of entry. Employees, officers, agents, and representatives of LS Cream, or their respective subsidiaries, affiliates, sales representatives, distributors, advertising and promotion agencies, or other participants in the alcoholic beverage industry, and members of each of their families (including spouses, parents, children and siblings, spouses, sons-in-law, daughters-in-law, and lineal descendants, including by adoption) and those living in the same household of each of the above are not eligible.

2. Contest Period: The Promotion shall begin at 12:00:00 a.m. Eastern Time (“ET”) on September 15<sup>th</sup>, 2023 and shall end on 11:59:59 ET on November 17<sup>th</sup>, 2023 (the “Promotion Period”).

3. How to Enter: The first contest involving recipes using LS Cream (the “LS Cream Contest”). LS Cream Contest Entry: You may enter the LS Cream Contest by posting a cocktail beverage recipe that includes LS Cream as one of the ingredients to your Instagram account with the hashtag #LSCREAM5KCHALLENGE, mentioning @lscreamliqueur @pour\_minds and tagging 3 of your friends and challenging them to participate under the post. Any post may include a photograph of the cocktail beverage created with the recipe, but no such photograph is required. Entries into the LS Cream Contest must be posted on or before 11:59:59 ET on November 17<sup>th</sup>, 2023. For an entry to be eligible to be chosen to win either Contest, the entry must: (i) comply with these Official Rules; (ii) be the original work of the entrant; (iii) not infringe any third-party rights (including but not limited to copyrights, trademarks, rights of publicity, rights of privacy, or any other proprietary rights); and (iv) be suitable for publication (i.e., the entry must not be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, hateful, or racially, ethnically or otherwise objectionable). There is no limit to the number of entries any person may submit. LS Cream reserves the right, at its sole discretion, to disqualify any entry which does not comply with these Official Rules or to disqualify any individual (and all of his or her entries) who tampers with the entry process.

4. Contest Judging and Awarding: For each Contest, there will be four (4) rounds in which entries will be chosen to be potential winners. Each round will be increasingly difficult. Each potential winner will be selected by a panel of judges chosen by LS Cream., at its sole discretion. LS Cream reserves the right to change the membership on the panel of judges at any time. Entries will be judged on a number of criteria, including the entry’s compliance with the Official Rules, taste, presentation, and creativity, as determined in the judges’ sole discretion. All determinations of the judges, including application of the judging criteria and interpretations of these Official Rules, are final, conclusive, and binding. From all

eligible entries received during the Promotion Period, the judges will select (6) entries to advance to the next round of judging for each Contest on or around December 5th, 2023. The potential entries selected for each of the Contests will be notified on or before seven (7) calendar days after the date on which the Promotion Period has concluded. The potential winner may be asked to confirm that he or she is eligible to participate in the Promotion in accordance with these Official Rules and provide contact information, which may include a name, phone number, email address, and mailing address. Each entrant selected will have three (3) calendar days to respond. If any potential winner is unreachable or ineligible, such entry will be disqualified from participating in the applicable Contest, in LS Cream's sole discretion. The remaining entries into a Contest will enter an additional round or rounds of judging in a tournament in which each entry will be paired with another entry in a head-to-head selection process. The winner of the final round will receive the Grand Prize. The winner will be notified on or around December 5<sup>th</sup>, 2023. Prizes will be awarded and fulfilled within ten (10) calendar days of being confirmed to be a winner.

5. Prizes: The winner of the final round will receive a cash prize of \$5,000.00 (the "Grand Prize"). Approximate retail value ("ARV") of the Grand Prize is \$5,000.00. One (1) Grand Prize will be awarded for the Contest. The runner up will receive \$1,000.00. A total of two (2) prize will be awarded. The total ARV of all prizes is \$6,000.00. All prizes will be awarded. Limit one (1) prize per person for each Contest. No substitution or transfer of prizes shall be allowed, except that LS Cream reserves the right to substitute prizes of equal or greater value. The odds of winning a prize will be determined by the number of eligible entries received throughout the Promotion Period.

6. Prize Acceptance: Prizes are not transferable. ALL FEDERAL, STATE AND LOCAL TAXES AND FEES ASSOCIATED WITH THE RECEIPT OF ANY PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNER. Each winner is advised to seek independent counsel regarding prize winnings. By accepting a prize, each winner further releases LS Cream, and each of their respective subsidiaries, affiliates and related companies and their respective officers, directors, employees and agents (the "Promotion Parties"), from any and all liability, loss or damage of any kind arising out of or in connection with the winner's participation in this Promotion, or with respect to awarding, receipt, possession, use and/or misuse of any prize, or to participation in the Promotion or in prize-related activities. By accepting prizes, the winners further acknowledge that the Promotion Parties have neither made, nor are in any manner responsible or liable for, any warranty, representation, or guarantee, expressed or implied in fact or in law, relative to any prize or to any portion thereof, including but not limited to its quality, merchantability, mechanical condition, or fitness for a particular purpose.

7. Limitations of Liability: LS Cream is not responsible or liable for any entry or other communication submitted by mail which is lost, late, damaged, misdirected, illegible, incomplete, or mutilated entries, or any entry or other communication submitted online which is not received due to any computer, online, telephone or technical malfunctions, delays or human errors that occur in the processing, transmitting or receiving entries, or for inaccurate transcription of entry information, or for entries that are stolen, misdirected, garbled, lost or delayed by computer transmissions. If, for any reason, the Promotion cannot be conducted as planned, including but not limited to infection by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of LS Cream reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion.

8. General Release. By submitting entries, you release the Promotion Parties from any liability whatsoever for any claims, costs, injuries, losses or damages of any kind arising out of or in connection

with the Promotion or with the acceptance, possession, or use of any prize (including, without limitation, claims, costs, injuries and losses related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light).

9. Consent. Unless prohibited by applicable law, by uploading any entry, you consent to the use of your name, likeness and image and/or prize information for promotional and other purposes without further payment or permissions. Uploading an entry constitutes your consent to give LS Cream a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such entry and any images, text, or other information or works of authorship relating to the entry (the "Content") in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. You irrevocably grant, transfer, convey, and assign to LS Cream the entirety of the rights in and to the Content and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Content for any and all purposes in any and all media, whether now known or later developed, on a worldwide basis, in perpetuity. LS Cream shall not incur any liability whatsoever to the extent LS Cream chooses to refrain from any exploitation of its rights hereunder. LS Cream may require you to execute documents to confirm the rights granted hereunder, and failure to do so may result in disqualification from the Promotion.

10 Privacy Policy: Information collected from entrants is subject to privacy policy:  
<https://www.creamls.com/privacy-policy>

11. No Affiliation or Endorsement. This Promotion is an independent promotion sponsored by LS Cream and is not affiliated or associated with and is and has not been administered, authorized, sponsored, endorsed, or otherwise approved by Instagram or Facebook, Inc., or any of their respective principals, members, equity holders, parents, affiliates, subsidiaries, employees, agents, representatives, or contractors.

12. Registered Trademark. "LS" is registered trademarks of LS Cream All rights reserved.

13. Miscellaneous. You are to be bound by these Official Rules and by the decisions of LS Cream, which are final, conclusive, and binding in all respects. LS Cream reserves the right to change these rules or cancel the Promotion at any time, in its sole discretion. The names of winners will be available at the LS Cream official website: <https://www.creamls.com/>