

DECRESCENTE DISTRIBUTING COMPANY, INC.
SWEEPSTAKES WINNER'S CERTIFICATION, AUTHORIZATION, INDEMNITY AND RELEASE

ELIGIBILITY CERTIFICATION

I certify that the below information is correct and that I was a successful Participant in a DeCrescente Distributing Company, Inc. ("DeCrescente") sponsored Sweepstakes (including Scan-to-Win), that I am over the age of 21, am a legal resident of New York and have a valid government-issued photo identification. I further certify that I am not (A) an employee, agent, vendor or contractor of DeCrescente, or an employee, family or household member thereof; (B) a sponsor, associate, advertiser or promoter involved in this Sweepstakes, or an owner, employee, family or household member thereof; or (C) an owner, partner, member, shareholder, employee, agent or officer of an alcoholic beverage licensee (including all retailers, suppliers and wholesalers), or a family or household member thereof. If so, I acknowledge that I am ineligible to participate in the Sweepstakes and to claim this or any prize. I affirm that I have not been the winner in a DeCrescente Distributing Company sponsored Sweepstakes or promotion in the previous three (3) months. I have had the opportunity to review the Official Sweepstakes Rules, General Terms of Use and Privacy Policy at www.decrescente.com and fully understand that any misrepresentation of fact as to my eligibility, whether intentional or unintentional, will be sufficient cause to forfeit any prize award. I accept that signing this Sweepstakes Winner's Certification, Authorization, Indemnity and Release is a prior condition to receiving any prize.

IMAGE USE AUTHORIZATION

In exchange for accepting the Sweepstakes prize, I hereby authorize DeCrescente and their designees, the irrevocable right to use my name, whether actual or fictitious, and to reproduce/publish photographs or videos taken of me or in which I may be included, as well as my image, voice and likeness, including but not limited to, those that are composite or distorted in character or form, without restriction as to changes or alterations, or reproductions thereof in color or otherwise, made through any medium at any studio or elsewhere for use in any and all DeCrescente media, social media, marketing, advertising, publication or promotions now or hereafter known for website, illustration, promotion, art, editorial, internal, trade or any other purpose whatsoever. I hereby release and hold harmless DeCrescente from any reasonable expectation of privacy or confidentiality associated with the photographs, images, videos, voice or likeness specified above.

VOLUNTARY PARTICIPATION ACKNOWLEDGMENT

I further acknowledge that my participation in the Sweepstakes is voluntary and that by accepting a prize and making the authorizations set forth herein, I will not receive any additional financial compensation in association with the taking, use, reproduction or publication of these photographs, videos or my participation in any DeCrescente marketing, publicity, media, social media, marketing, advertising, promotion or other program, whether or not I am aware of such use or participation or use. I acknowledge and agree that publication or use of said photographs, images, videos, voice or likeness by DeCrescente confers no rights of ownership or royalties whatsoever, and that I have no right to inspect or approve the use of my photograph, likeness, image or voice, or the finished product that may be created in connection therewith.

RELEASE AND INDEMNIFICATION

As a Participant in Sponsor's Sweepstakes, I, including any of my heirs, executors, trustees, successors or assigns (the "Releasor"), hereby knowingly and voluntarily (A) fully release and forever discharge DeCrescente Distributing Company, Inc., and its past, present and future owners, employees, officers, directors, shareholders, principals, agents, attorneys, trustees, representatives, contractors, assigns, subsidiaries, affiliates and divisions (collectively the "DeCrescente Releasees") from all and all manner of past, present or future claims, demands and actions in law or in equity, in tort or in contract, or under any other theory of recovery, of whatever kind or nature, whether known or unknown, whether now existing or hereinafter arising, which Releasor ever had, now has or may have hereafter against the DeCrescente Releasees, arising out of or relating in any manner to Releasor's participation in any of Sponsor's Sweepstakes, including without limitation, the use of any prize, regardless of the cause, including, without limitation, negligence on the part of the DeCrescente Releasees; and (B) Releasor hereby agrees to indemnify, defend and hold harmless the DeCrescente Releasees from and against any and all losses, claims, actions, causes of action, demands, assessments, damages, liabilities, costs or expenses (including, but not limited to, attorneys fees through all phases of litigation), of any nature whatsoever arising out of or related to Releasor's participation in any of Sponsor's Sweepstakes and/or Releasor's receipt of any prize.

TAXES

I acknowledge that it is my sole responsibility to file all appropriate tax reporting forms and pay all applicable taxes related to any accepted prize regardless of the prize value. I understand and agree that, for any prize with a value in excess of \$600.00, DeCrescente will provide me with an IRS 1099-MISC form, and that I will be required to provide all information necessary for DeCrescente to process and provide that form to me, including without limitation, my name, social security number and home address. I acknowledge that providing this information and accepting the IRS 1099-MISC form is a condition to my receipt of the prize and that I may instead opt to decline the prize. Except for providing me the 1099-MISC form, I acknowledge and agree that DeCrescente has no other obligation or responsibility with regard to my tax reporting or for any tax payment due on an awarded prize I receive. I agree that nothing herein shall be construed as tax advice by DeCrescente and that I should consult my own accountant with any questions regarding the tax consequences associated with my receipt of any prize.

Signature

Date

Printed Name

Phone Number

Address

Email Address

Address

License/ID Number/State of Issue

Address

Social Security Number (for prize values over \$600)

Prize

Entry Location

Prize Pick Up Location