

THE MALIBU TROPICAL BANANA CONTEST
HOW DO YOU BANANA MALIBU®?
OFFICIAL RULES

MUST BE 21 YEARS OF AGE OR OLDER TO PARTICIPATE. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

Eligibility: The Malibu Tropical Banana Contest, How Do You Banana Malibu? (“Contest”) is open only to legal residents of the United States and the District of Columbia, excluding its territories and possessions, age 21 or older at the time of entry. Void in California, Utah and where otherwise prohibited or restricted by law. Tennessee residents may not enter Contest via the Internet. Officers, directors and employees of Sponsor, its parents, subsidiaries, and affiliates; individuals or entities responsible for the development, printing, distribution and implementation of this Contest; suppliers, distributors and retailers of alcohol-beverage products; and individuals who are employees of or members of the immediate family or household of any of the foregoing are not eligible.

To Enter: To enter via internet, visit <http://youtube.com/malibubanana> (the “Web Site”), follow all instructions, and complete and submit an online entry form. Online entries must be received between **May 1, 2007 and June 13, 2007** (“Entry Period”). Only entries received during the relevant Entry Period and otherwise fully compliant with these Official Rules are “Valid Entries.” Limit one entry per person per day. A “day” is defined as 12:00:01 a.m. Eastern Standard Time though 11:59:59 p.m. Eastern Standard Time. Entrants may enter the Contest using one name or e-mail address only. In the event of a dispute involving entries submitted by multiple individuals using the same email account or address, the entry will be deemed to have been submitted by the authorized subscriber of the email account used to enter the Contest at the time of entry. The authorized account holder is defined as the natural person who is assigned to an email address by the relevant Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted email address. Entries in excess of the daily entry limit are prohibited and will void all entries by that entrant. Entrants expressly agree to assume the risk of lost, late, incomplete, illegible, stolen, undelivered or misdirected entries.

If you are not an existing YouTube user, you will be required to agree to the YouTube Terms of Use and Privacy Policy, located at www.YouTube.com, and create a free YouTube account in order to submit a video in the Contest (a "Contest ID"). Once registered with YouTube, join the YouTube group associated with the Malibu Tropical Banana Contest (the "Contest Group") by clicking the "Join This Group" link from the Contest Group page. To enter the Contest, log onto the Website during the Entry Period, then proceed to the “Contest Entry Information” section. Next, download the Banana Boat song to create your video. Next, click “Submit Entry Now”, to complete the required submission form. Review these Official Rules, check the box indicating "**I have read, understand and agree to the terms and conditions and understand that all persons depicted in the video must be 25 years of age or older**", complete the required registration fields, including First Name, Last Name, Email Address, Date of Birth, Street, City, State, Postal/Zip and Telephone number, then click "Submit." After the submission form is confirmed, click “Submit” again to return to YouTube.com to upload your video. Follow the YouTube instructions to complete your video submission (“Submission”). Submissions that do not include all required information and adhere to the foregoing and following requirements will be considered void and will not be considered in the judging of this Contest. Odds of winning depend on the number of eligible entries received and the skill of the entrants in creating their Submissions.

A Contest entry shall consist of the Contest entry information form completely and accurately completed by the entrant, together with a Submission. Each Submission must be an original expression, in audio-visual form, made by the entrant of the entrant's ideas, language, content, images, text, graphics, animation, music and/or other materials, which leads to the creation of their visual rendition of the Banana Boat “Day-O” song. The Submission must be (i) in digital format that meets the requirements for upload specified in these Official Rules and at the Contest Website, (ii) no longer than 1:30 in length, and (iii) constitute original work and the sole and exclusive property of the entrant over and to which the entrant has all exclusive rights. The video may not exceed 1:30 seconds in length. YouTube accepts video files from most digital cameras, camcorders, and cell phones in the .WMV, .AVI, .MOV and .MPG file

formats. Entries must be submitted in English and may not use any commercial copyrighted music or images, other than those provided.

Judging Criteria: Submissions shall be judged by Sponsor or representative appointed by Sponsor according to the following judging criteria (the "Judging Criteria"):

- 1) Results of the YouTube user vote (25%);
- 2) Relevance to Contest theme and Malibu brand (25%);
- 3) Originality and creativity (25%); and
- 4) Celebrity judge input (25%).

The Finalist with the highest-score will be deemed the potential Grand Prize winner. In the event of a tie in the Final Judging round, the Finalist with the highest score for "originality" will be selected as the potential Grand Prize winner.

Judging Criteria #1 "Results of YouTube users vote", will determine the top ten (10) Contest entries ("Finalists"). Finalists will be notified on or about June 30, 2007 and will be required to execute and return, within two (2) days of issuance of notification, an affidavit of eligibility, release of liability, release of any third party displayed in the Submission and (where legal) publicity release (hereinafter "Release Documents"). If notification documents are returned as non-deliverable, if a potential Finalist is found to be ineligible or not in compliance with these Official Rules, does not respond within the time period specified or cannot accept the terms and conditions of being a Finalist, the potential Finalist will be disqualified from the Grand Prize winner selection process, where lawful.

Selection of Winner: On or about June 30, 2007, Sponsor or an independent judging organization or individual or entity designated by Sponsor will select one (1) winner from all Valid Entries or Finalists in accordance with the Judging Criteria. The Sponsor and/or its independent judging organization will be the sole judge(s) of which entries are Valid Entries and Finalists, and their decisions and the result of the judging will be final in all respects. Winner will be notified by email, telephone and/or mail using the information provided on such winner's entry on or about June 30, 2007. In order to receive the prize, winner must provide his or her social security number and will be required to sign an affidavit of eligibility and publicity/liability release within seven (7) business days of initial notification, or an alternate winner will be selected. Email or telephone notification shall be deemed to have occurred on the date Sponsor or Sponsor's designee first attempts to make contact with a potential winner, and mail notification shall be deemed to have occurred on the date such notification is postmarked or delivered should an electronic delivery system be utilized. If any prospective winner is found to be ineligible for any reason, an alternate winner will be selected. If prize notification is returned as undeliverable it will result in disqualification, and the prize will be awarded to an alternate winner. Any non-response by a potential winner, or Sponsor's failure to receive a response from any potential winner within the prescribed seven (7) business day period will result in disqualification and the selection of an alternate winner. In the event of any non-compliance with these Official Rules, the potential winner will be disqualified and an alternate winner will be selected. Sponsor is not responsible for unsuccessful efforts to notify any potential winner.

Prize: Winner will receive ownership of a banana grove, or the Grand Prize winner may opt to be awarded the \$25,000 cash prize of equivalent value, to be awarded as a check made payable to the winner (approximate retail value: \$25,000 ARV). Grand Prize is not assignable or transferable. No transfers or substitutions are permitted, except that Sponsor reserves the right to substitute a prize of equal or greater value due to unavailability or otherwise in its sole and absolute discretion. Any costs, expenses or incidentals are the responsibility of winner, as are all federal, state, local and income taxes on the prize.

General: By participating, all entrants warrant and represent that they have complied in full with these Official Rules, including but not limited to all eligibility requirements, and further agree to be bound by these Official Rules and the decisions of Sponsor and/or the judging organization or entity, which are final and binding in all respects. All entries become the property of Sponsor and will not be returned or acknowledged. Entry materials that have been tampered with or altered are void. Photocopies, facsimiles, illegible, incomplete or mechanically reproduced entries

are not eligible. Entry materials that have been tampered with or altered, or mass entries or entries generated automatically or robotically, or by a script, macro or use of any automated device(s) are void. The Sponsor is not responsible for: (i) lost, late, misdirected, damaged, illegible or postage due mail/entries; (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor; (iii) hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the Web Site in whole or in part for any reason; traffic congestion on the Internet or the Web Site; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest; or (iv) any injury or damage to entrant's or any other person's computer related to or resulting from entering or otherwise participating in the Contest. Sponsor reserves the right to withdraw and terminate, or modify, the online method of entry if it becomes technically corrupted, if a computer virus or system malfunction impairs its ability to conduct the Contest, or if the online entry method otherwise becomes impossible, impractical, infeasible for any other reason. If for any reason the Contest is not capable of running as planned, including without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right, at its sole discretion to cancel, modify or terminate the Contest.

Warranty: By entering, each entrant warrants and represents that he/she is at least 21 years of age or older, and (i) that each individual featured or visible in entrant's entry/submission is **at least 25 years of age or older** at the time the entry was initially shot or otherwise prepared; (ii) that the entrant owns all rights to the submission he/she is entering in this contest, including, without limitation, the video or digital recording, and the performance contained in each submission, with the exception of any Sponsor brand assets provided or made available by the Sponsor for use by entrants in connection with this Contest; (iii) that the entrant is the individual pictured and/or heard in the submission, or, alternatively, that the entrant has obtained permission from each and every person appearing in the submission, granting full exhibition rights to the Sponsor as described in these Official Rules, and can make written copies of such permissions available to the Sponsor upon request; (iv) and that his/her Submission(s): (a) are original to the entrant and have been legally obtained and created, (b) do not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party, or violate applicable laws, rules regulations, or network standards; and (c) have not been entered in or won any previous contests or awards.

Content: Each entry must be suitable for display and publication in all forms of media, including but not limited to the internet, the World Wide Web, print, radio, and network, cable or satellite television broadcast. Accordingly, entries must be dignified, modest and of good taste, may not be obscene or indecent, including but not limited to nudity, pornography or profanity, must not contain any offensive or defamatory statements including but not limited to words or symbols that might be considered offensive to individuals of any race, ethnicity, religion, sexual orientation or socioeconomic group, must not feature, advocate, suggest, condone, or treat in a humorous manner the excessive, underage or irresponsible consumption of beverage alcohol products, must not include threats to any person, place, business, group or world peace, it must not invade privacy or other rights of any person, firm or entity, must not include any third party trademarks or copyrighted materials, including brand names, logos, text or other similar materials, it must not portray Sponsor or Sponsor's brands or products in any way that might tend to subject any of them to public contempt, scandal, disrepute or ridicule, and it must not in any other way violate any applicable laws, rules or regulations or network standards. Sponsor reserves the right to make determinations of suitability in its sole and absolute discretion, and to disqualify any entries it determines to be inappropriate for any of the reasons listed above, or for any other reason.

Assignment of Rights: If entrant's Submission is judged a winner, entrant will be required execute such documents as may be required by Sponsor to irrevocably assign and transfer to Sponsor any and all rights, title and interest in

the Submission, including, without limitation, all copyrights, and forever waive all moral rights in the Submission, any rights of privacy, intellectual property rights, and any other legal or moral rights that might preclude the Sponsor's use, alteration or modification of the Submission or require the entrant's permission to use it for any purpose, and agrees to never sue or assert any claim against the Sponsor or any entity acting pursuant to Sponsor's direction for any use, alteration of such Submission.

By participating in the Contest and/or accepting a prize, the winner agrees to release, defend, indemnify and hold harmless Sponsor and its parents, subsidiaries, affiliates, advertising agencies, promotion agencies, franchises, fulfillment companies, dealers, retailers, present and former officers, directors, employees, directors, and agents from and against any and all claims, demands, expenses, losses and liabilities of any nature whatsoever caused or contributed to by entering or participating in the Contest, the acceptance, use or misuse of any prize, or participation in any prize-related activities, including any claims of third parties claiming infringement of trademark, copyright, or other intellectual property rights, right of publicity, right of privacy or defamation, and further agrees to release and indemnify and hold harmless Sponsor from any and all claims that any commercial, advertising, presentation, web content or any other material subsequently produced, presented, and/or prepared by or on behalf of Sponsor infringes on the rights of entrant's work as contained in any submitted entry. By participating in the Contest, entrant irrevocably grants to Sponsor and its parents, subsidiaries, affiliates, legal representatives, assigns, agents and licensees, the unconditional and perpetual right and permission to copyright (as appropriate), reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse, without limitation, the entrant's name, address, image, voice, likeness, statements, biographical material and entry/Submission, including, but not limited to any video, still image, likeness, photos, names, special effects or digital or other recording, performances or other material contained in such entry/Submission, as submitted or as edited, altered or modified in any way by the Sponsor or its designee(s) in the Sponsor's sole discretion), as well as any additional photographic images, video images, portraits, interviews or other materials relating to the entrant and arising from his/her participation in this Contest in any media throughout the world for any purpose, without limitation and without additional review, compensation, or approval from the entrant or any other party.

Legal Warning: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND TO DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

Interpretation: This Contest shall be governed by and interpreted under the laws of the State of New York, U.S.A. without regard to its conflicts of laws provisions. By participating, entrants agree that any and all disputes arising out of or relating in any way to this Contest shall be litigated only in courts sitting in New York, NY, U.S.A.

Winner's list: For names of the Finalist, send a self-addressed stamped envelope by 7/31/07 to: The Thomas Collective c/o Malibu Tropical Banana Contest, 37 West 28th Street, New York, NY 10001.

Privacy Policy: Sponsor shares your concerns about the privacy of your personal information. By entering this Contest, entrants agree to receive marketing materials, communications and other materials from the Sponsor and/or any promotional partners whose products and services Sponsor feels might interest entrants at a future date. An entrant not interested in receiving future promotional offers should write to: Pernod Ricard USA, LLC, 100 Manhattanville Rd, Purchase, NY 10577 to notify the Sponsor that he or she does not desire to receive such materials.

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