

DailyCandy's "Tis the Social Season" Holiday 2 Contest - Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW.

1. ELIGIBILITY: DailyCandy's "Tis the Social Season" Holiday 2 Contest ("**Contest**") is open only to legal residents of the forty-nine (49) United States and the District of Columbia (void in Rhode Island, Puerto Rico, all U.S. territories and possessions and all overseas military installations) who are at least twenty-one (21) years of age or older as of November 16, 2009. All employees of DailyCandy, Inc. ("**Sponsor**"), all employees of Patron Spirits ("**Patron**"), all associated agencies and each of their respective affiliates, parents, subsidiaries, sales representatives, distributors, partners, prize providers, licensees and/or agents (all of the foregoing, together with Sponsor collectively, "**Contest Entities**"), and their immediate family members (spouse, parent, child, sibling and their respective spouses) and those living in the same household of each (whether legally related or not), are ineligible to enter or win the Contest. All applicable federal, state and local laws and regulations apply. Void where prohibited by law. Entry in the Contest constitutes your full and unconditional acceptance of these "**Official Rules.**"

2. CONTEST DESCRIPTION: Entrants must submit a brief yet detailed entry that explains in a few sentences why they believe they can throw the best Holiday party (excluding New Year's Eve). Sponsor will select one entry to win a party package as set forth in Section 8 below. Winner must agree in an affidavit (described in Section 7 below) to host the Holiday party, using the prizes awarded, within a timeframe specified by Sponsor. Winner and photos from the Holiday party will be featured on the Patron Social Club web site. Entries will be judged and winner selected by Sponsor on the basis of creativity and the specific explanation provided by Entrant.

3. CONTEST PERIOD: The Contest Entry Period begins at 12:00 a.m. Eastern Time ("**ET**") on November 16, 2009 and ends at 11:59 p.m. ET on November 27, 2009 (the "**Contest Entry Period**"). Winners will be selected from entries properly submitted during the Contest Entry Period.

4. CONTEST ENTRY INSTRUCTIONS: During the Contest Entry Period, you may submit an entry online ("**Online Entry**") at <http://patronsocialclub.com/promotions/subscribedailycandyholiday/bwg6cbf8> submitting a creative entry as set forth in Section 2 above. Entrants may only submit one entry in this Contest, regardless of method of entry. Any attempts by an entrant to submit more than one entry into this Contest, will result in such entries being disqualified.

5. ALTERNATIVE MEANS OF ENTRY: You may also enter the Contest by mailing a standard-size postcard or envelope including your name, e-mail address, why you should win (as set forth in Section 2 above), along with your city, state and the words "DailyCandy and Patron love Holidays" to: "Tis The Social Season Holiday 2 Contest", c/o DailyCandy Inc., 584 Broadway, Ste. 510, New York, NY, 10012. Mail-in entries must be postmarked during the Contest Period to be included within the selection.

6. PUBLICITY: As a condition of entry into the Contest, except where prohibited by law, each entrant and each potential Winner grants to the Contest Entities a perpetual, worldwide, royalty-free license and right, to publicize, broadcast, display and/or otherwise use the Contest entrant's and nominee's name, city, state and biographical material (collectively, "**Licensed Rights**") in any media now known or hereafter devised throughout the world in perpetuity for advertising and publicity purposes, without additional review, compensation, permission or approval of the entrant or Winner. Winner's party guests will be required to sign a publicity release for the party photos posted on the Patron Social club website.

7. SELECTION OF CONTEST WINNER: The Sponsor will review all eligible entries after the Contest Entry Period has closed, and will select one (1) grand prize winner based on the criteria set forth in section 2 above by December 3, 2009. The Sponsor is the judge of the Contest, whose decisions on all matters relating to the Contest shall be final and binding. At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate winner may result from any of the following: (1) potential Winner's failure to timely respond to notification; (2) the return of an email notification as undeliverable; (3) potential Winner's failure to provide Sponsor with satisfactory proof of age, identity and residency; (4) potential Winner's failure to timely execute and return an Affidavit of Eligibility/Liability/Publicity Release; (5) potential Winner's failure to validly and timely claim the prize and/or host the party as agreed; and (6) any other non-compliance with the Official Rules. In the event of a prize forfeiture, the Sponsor may, in its sole discretion, award or not award the forfeited prize to an alternate winner.

8. PRIZES: One Grand Prize will be awarded in this Contest. Winner will receive: One (1) bottle of Patrón Tequila ARV (\$88.00), One (1) Canon - PowerShot 10.0-Megapixel Digital Camera ARV (\$129.99), One (1) PNY - 8GB Secure Digital High Capacity Memory Card (\$39.99), One (1) ipod Shuffle ARV(\$59.00), One (1) itunes gift card ARV (\$20.00), One (1) Crate and Barrel "The New Holiday Table" Cookbook ARV (\$24.95), Twelve (12) Crate and Barrel Dizzy Cocktail Glass ARV (\$23.40), One (1) Crate and Barrel Ruffle Foil Chargers Set of Four ARV (\$14.95), Three (3) Crate and Barrel Foil Appetizer Plates Set of Four ARV (\$38.85) One (1) Holiday Wreath ARV (\$29.90), One (1) holiday house plastic table sprinkles ARV (\$7.50), One (1) Cylinder Candles Set of 3 ARV(\$24.00), Assorted Candy ARV(\$20.00), Cocktail Recipe Cards featuring Patron Holiday Cocktail ARV (\$1), Party Signage featuring DailyCandy artwork ARV (\$0), One (1) Bar set ARV (\$20), Twenty (20) Cocktail Napkins ARV (\$10). The Approximate Retail Value ("ARV) of the complete Prize Package is \$599.00 USD.

All prize and party-related expenses not specifically mentioned herein are not included and are solely the winner's responsibility. Prize is not redeemable for cash. No substitutions allowed except, at Sponsor's sole discretion, a prize of equal or greater value may be substituted. The prize will be awarded provided it is validly claimed by December 10, 2009, after which no alternate winner will be selected, nor unclaimed prize awarded. All taxes, if any, are the winner's responsibility.

9. GENERAL RULES: By entering or participating in the Contest, participants agree to be bound by these Official Rules, the terms and conditions of the Contest Entities' websites, and by the decisions of Sponsor, which are final and binding in all respects. Contest Entities are not responsible for: (1) any incorrect or inaccurate information or technical failures of any kind, (2) unauthorized human intervention in any part of the entry process or the Contest; or (3) any other computer, network, technical, human or other error, problem or malfunction that may occur in connection with the administration of the Contest, the processing of entries, or the selection or notification of winners. Further, if, for any reason, the Contest is not capable of running as planned for reasons outside the control of the Sponsor which, in the sole opinion of Sponsor, may corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest (or portion thereof), Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest (or portion thereof). Sponsor also reserves the right at its sole discretion to disqualify the Entry of any individual found to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest or any website operated by the Contest Entities; (b) using any robotic, macro, automatic, programmed or like entry methods, which will void all such entries; (c) violating these Official Rules or the terms of service, conditions of use, and/or general rules of any Sponsor property or service; or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. Contest Entities are not responsible for claims, injuries, losses or damages of any kind resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of the prize; participation in this Contest or in any activity or travel related thereto or from any interaction with, or downloading of, computer Contest information.

10. PARTICIPANT OBLIGATIONS: By entering, entrant and participant agree to defend, indemnify, release and hold harmless Contest Entities from and against any and all losses, demands, damages, rights, claims, actions and liabilities of any kind arising out of or related to (i) participation in the Contest or (ii) participation in any prize-related activities (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)). The Winner assumes all liability for any injury, death, or damage caused, or allegedly caused, by participating in this Contest or use or redemption of any prize. Any disputes that may arise hereunder shall be governed in all respects by the laws of the State of New York without regard to the conflicts of laws principles of any jurisdiction. Venue with respect to any such disputes shall be had in the state and federal courts of the State of New York. All taxes, if any, are the responsibility of the Winner, who may receive an IRS Form 1099 reflecting the final actual value of the prizes.

11. PERSONAL INFORMATION: The personal information collected through this Contest is subject to Patron's Privacy Policy, located at <http://patronsocialclub.com/pages/terms> and DailyCandy's Privacy Policy, located at <http://www.dailycandy.com/privacy.jsp>. By entering this Contest, you agree to the use of your personal information as described in the above Privacy Policies.

12. OFFICIAL RULES/WINNER LIST REQUESTS: To obtain a copy of these Official Rules or for notification of the winner, send a self-addressed stamped envelope to: DailyCandy and Patron "Tis The Social Season Holiday 2" Contest Official Rules/Winner List Request, 584 Broadway, Suite 510, New York, NY 10012. Requests for winners' lists must be received no later than three months after the end of the Contest. VT residents may omit return postage.