

## OFFICIAL RULES

### ABITA BREWING COMPANY® FRENCH QUARTER FEST SWEEPSTAKES

**NO PURCHASE NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. VOID WHERE PROHIBITED. MUST BE 21 YEARS OF AGE OR OLDER TO ENTER.**

The Abita Brewing Company ® French Quarter Fest Instant Win Game And Sweepstakes (“Promotion”) is sponsored by Abita Brewing Company (“Sponsor”), 21084 Hwy 36 Covington, LA 70433 and is administered by Reconomy Inc. (“Administrator”), 300 West Vine St., Suite 802, Lexington, KY 40507.

1. **PROMOTION PERIOD:** The Promotion begins at or about 12:00 PM Eastern Standard Time (“EST”) on March 1, 2018, and ends at 11:59:59 PM EST on March 30<sup>th</sup>, 2018 (“Promotion Period”). The Promotion consists of an instant win game (“Game”) and a sweepstakes (“Sweepstakes”), each as described below. The Administrator’s computer is the Promotion official clock.

2. **ELIGIBILITY:** This Promotion is offered only to legal U.S. residents in all legal U.S. states who are at least twenty-one (21) years old at the time of entry. Employees, directors, officers, and agents of Sponsor, Administrator, The Abita Brewing Company and each of their respective parent companies, divisions, dealers, affiliates, subsidiaries, distributors, advertising and promotional agencies and suppliers involved in the Promotion (“Promotion Entities”), as well as the members of each of their immediate families (spouse, parents, children, siblings, and in-laws) and persons residing in the same household as such individuals are not eligible to enter or win. Employees, agents and officers of alcohol beverage retailers and distributors and their immediate family members and all other individuals/entities associated with this Promotion are not eligible to enter or win. Void where prohibited or restricted by law. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions and interpretations, which are final and binding in all matters related to the Promotion.

3. **HOW TO PLAY THE GAME:** During the Promotion Period, an eligible entrant must visit <http://www.AbitaFQF.com> (the “Website”). The entrant must then enter his/her date of birth using a drop down menu and 5-digit ZIP Code. If it is the entrant’s first time visiting the Website, the entrant must then complete registration by entering the information requested on the registration form, which may include without limitation: his/her first and last name (initials are not permitted), ZIP Code, date of birth, telephone number and affirmation he/she has read and agrees to be bound by the Official Rules. After completing registration at the Website, the entrant must follow the on-screen instructions to play the Game (“Game Play”). After completing a Game Play, the entrant will receive notification on the Website screen whether he/she is a potential “Game Prize” (defined in Section 6 of these Official Rules) winner. All potential Game Prize winners will receive an email confirmation within approximately 24 to 48 hours from the time his/her entry is received at the e-mail address submitted when registering for the Promotion. Each entrant who receives a winning notification will be deemed a potential Game Prize winner pending verification of the entrant’s eligibility and compliance with these Official Rules, as determined by Sponsor in its sole discretion. Sponsor will notify each potential Game Prize winner via email at the e-mail address provided when registering for the Promotion. All potential winning Game Plays are subject to verification by Sponsor or Administrator, whose decisions are final and binding. An entrant is not a winner of any prize, even if the Game should so indicate, unless and until entrant’s eligibility and the potential winning Game Play have been verified and entrant has been notified that verification is complete. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any Game Play that occurs after the system has failed for any reason is deemed defective, is void, and will not be honored. **Entry Limit:** There is a limit of one (1) Game Play per person per day during the Promotion Period. If more than one (1) Game Play is received from the same person, phone

number and/or e-mail address in a single day, only the first Game Play received will be considered valid. A “day” is defined as starting at 12:00 AM EST and ending at 11:59:59 PM EST on a calendar day during the Promotion Period, except on January 1, 2017, when a day is defined as starting at 12:00 PM EST and ending at 11:59:59 PM EST. All Game Plays must be completed and received by Sponsor or its authorized designee by 11:59:59 PM EST on March 30<sup>th</sup>, 2018. In the event that a household, based on address, enters the Promotion using more than five (5) unique e-mail addresses, all of the Game Plays and Sweepstakes entries associated with that household (determined by Sponsor or Administrator at their sole discretion) will be disqualified. NOTE: An entrant may send a text message to the short code 24587 (“Short Code”) stating the keyword “ABITA” (“Keyword”) for a chance to win the grand prize. Entrants must follow the text instructions in order to be entered. Entrants will then have the option to “Play Instant Win” by clicking a link in the text reply for a chance to win some Abita Swag. Odds of winning will be based on the number of Instant Win entrants. Sending a text message to the Short Code with the Keyword will not earn the entrant a Game Play or Sweepstakes entry. **IMPORTANT FOR ENTRANTS USING A MOBILE DEVICE TO PARTICIPATE IN THE PROMOTION:** Message and data rates may apply. Not all mobile telephone providers carry the service necessary to obtain a link to the Website to participate in the Promotion. Entrants should consult their wireless provider’s pricing plans. By texting us, you agree to receive up to 10 automated text messages by or on behalf of The Abita Brewing Company and Reconomy Inc regarding the promotion. Consent not required for purchase.

4. **HOW TO ENTER THE SWEEPSTAKES:** Upon completion of a Game Play during the Promotion Period, an entrant will automatically receive one (1) entry into the Sweepstakes. Limit: Each entrant is limited to receiving one (1) entry per day during the Sweepstakes. If more than one (1) entry is received from the same person in a day, only the first entry received may be considered valid. All Sweepstakes entries must be received by 11:59:59 PM EST on March 30<sup>th</sup>, 2018.

5. **RANDOM DRAWING:** On or about April 1<sup>st</sup>, 2018, the Administrator will randomly select three (3) potential Sweepstakes winners from all eligible entries received during the Promotion Period (“Random Drawing”). Each Sweepstakes winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules.

6. **PRIZES, APPROXIMATE RETAIL VALUE (“ARV”), AND ODDS OF WINNING:**

A. **Game Prizes:** The following “Game Prizes” will be available during the Promotion Period: (Prize/Quantity Available/ARV/Total ARV)

- Abita Swag (500/\$20/\$10,000)

250 Game Prize Winners - Each Game Prize winner will receive Abita Swag with an Approximate Retail Value (“ARV”) up to: \$20.00 USD. Swag will be issued at the conclusion of the sweepstakes.

The total ARV of all Game Prizes available in the Promotion is \$10,000.

B. Sweepstakes Prizes (3): The “Sweepstakes Prize” – Each winner will receive VIP experience in New Orleans at the French Quarter Festival with an Approximate Retail Value (“ARV”) - \$1,000.00. Trip consists of double-occupancy hotel accommodations for three nights and 2 French Quarter Fest VIP tickets for each day of the festival. Dates of festival are 4/12/18 – 4/15/18. **Winner is fully responsible for their travel.** All costs and travel expenses not expressly included above are the sole responsibility of winner. Winner and guests must be 21 years of age or older. Any difference between the estimated ARV and the actual value of the prize will not be awarded. Sponsor bears no responsibility if any event, element or detail of a Sweepstakes Prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of a Sweepstakes Prize become unavailable, the Sponsor shall have no obligation to the winner aside from providing the remaining portion of Each Sweepstakes Prize, minus any unavailable event, element or detail. Three (3) Sweepstakes Prizes will be available in the Sweepstakes.

The ARV of the Sweepstakes Prize is \$1,000.

C. Total ARV: The total ARV of all available Prizes in the Promotion is \$13,000.

D. Odds of Winning: To be a Game Prize winner, an entrant’s Game Play must have occurred at the exact randomly predetermined winning time as determined by Sponsor and/or Administrator or, if a Game Play does not occur at the exact randomly predetermined winning time, entrant’s Game Play must be the first Game Play following the predetermined winning time. The number of Game prizes available to be won will decrease during the Promotion Period as Game prizes are awarded and claimed. The odds of winning a Sweepstakes Prize depend on the total number of eligible entries received during the Promotion Period.

E. General: In no event will more prizes than are stated in these Official Rules be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received. Limit of one (1) Game Prize and one (1) Sweepstakes Prize per person/household. No prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a prize or force majeure. The use of a pre-paid card is subject to the terms and conditions set forth thereon which shall govern the use of the pre-paid card. Use of a pre-paid card constitutes the user’s acceptance of the terms and conditions so the winner should read the terms and conditions on the pre-paid card carefully. Winner must protect a pre-paid card and treat the pre-paid card as he/she would any other valuable document. A pre-paid card will not be redeemed or exchanged for cash, except where required by law. A pre-paid card will not be replaced or replenished if it lost, stolen, damaged, destroyed or used without the winner’s permission and will be voided if altered or defaced.

7. HOW TO CLAIM A PRIZE: Potential winners are subject to verification of eligibility and compliance with these Official Rules. Potential Sweepstakes Prize winners will be notified by telephone or e-mail after the Random Drawing and will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents within five (5) calendar days from the date of attempted notification or the Sweepstakes Prize may be forfeited in its entirety and awarded to an alternate winner, at the Sponsor’s sole and absolute discretion. Failure to provide all required information and a signature on the documents within the stated time period may result in forfeiture of winner’s right to claim a Sweepstakes Prize, and may result in the Sweepstakes Prize being awarded to an alternate winner, if time permits. Each potential winner may be subject to a

background check before the prize is awarded. Sponsor reserves the right to disqualify the potential winner based on the results of such background check if Sponsor determines in its sole discretion that awarding the prize to any such individual might reflect negatively on the Sponsor. Upon verification of eligibility, each Game Prize will be mailed to the winner at the physical address (P.O. Boxes are not permitted) provided during the registration. Each Sweepstakes Prize winner will be contacted by Sponsor or Sponsor's designee to arrange Sweepstakes Prize travel. The Promotion Entities shall not be held responsible for any delays in awarding a prize for any reason. If a potential winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept his/her prize, or any winner notification is returned as undeliverable or the potential winner fails to respond to a winner notification within the timeframe specified in such winner notification, the prize may be forfeited. If a prize is forfeited for any reason, it may be awarded to an alternate potential winner, at the Sponsor's sole and absolute discretion, selected at random from the remaining pool of eligible entries received during the Promotion Period, time permitting. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded. Prizes are not transferable and include only the items specifically listed as part of each prize. Any portion of a prize not accepted by winner will be forfeited. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any prize won. Sponsor will issue an IRS Form 1099-MISC for each winner of a Sweepstakes Prize. Approximate retail values are as of the time these Official Rules were printed and the value of a prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the prize at the time the prize is awarded. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. Each prize will only be awarded to a verified winner. Prizes that are unclaimed, unredeemed or returned as undeliverable may not be awarded.

**8. LIMITATION OF LIABILITY:** By participating in this Promotion, entrants agree that the Promotion Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable email/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Promotion; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Promotion and/or accepting a prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Promotion Entities are not responsible for any undelivered text messages or e-mails, including without limitation, e-mails that are not received because of an entrant's privacy or spam filter settings that may divert any winner notification or other Promotion related e-mail to a spam or junk folder. By entering the Promotion, each entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Promotion, including, but not limited to, any Promotion-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Promotion; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of,

possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant. If, for any reason, the Promotion is not capable of running as planned, or the integrity and or feasibility of the Promotion is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of winners in a manner it deems fair and reasonable, including the selection of winners from among eligible entries received prior to such cancellation, termination, modification or suspension without any further obligation provided a sufficient number of eligible entries are received. If, for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more prizes are claimed than are intended to be awarded for any prize according to these Official Rules, the intended prizes will be awarded in a random drawing from among all verified prize claims. If Sponsor, in its discretion, elects to alter this Promotion as a result of a Force Majeure event, a notice will be posted at the Website. Without limiting the foregoing, everything regarding this Promotion, including the prizes, is provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or noninfringement.

**9. DISPUTES, ARBITRATION AND CHOICE OF LAW:** Except where prohibited by law, as a condition of participating in this Sweepstakes, entrant agrees to the following: (1) any and all disputes and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office in Boston, MA; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with entering this Sweepstakes), and entrant further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the right and obligation of entrants and Sponsor in connection with this Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the State of Massachusetts, USA, without regard to Massachusetts choice of law provisions.

**10. PRIVACY POLICY:** Any personally identifiable information collected during an entrant's participation in the Promotion will be collected by Sponsor or its designee and used by Sponsor, its affiliates, designees, agents and marketers for purposes of the proper administration and fulfillment of the Promotion as described in these Official Rules and in Sponsor's privacy policy at [www.Abita.com/contact/privacy-policy](http://www.Abita.com/contact/privacy-policy)

11. **PUBLICITY RIGHTS:** By participating in the Promotion and/or accepting a prize, each entrant agrees to allow Sponsor and Sponsor's designee the perpetual right to use his/her name, biographical information, city of residence, photos and likeness, voice recording, video images and all related footage, and statements for Promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered worldwide including but not limited to television (including live television), radio, Internet, 7 without notice, review or approval and without additional compensation except where prohibited by law.

12. **GENERAL:** This Promotion is subject to all federal, state and local laws and regulations. Winning a prize is contingent upon fulfilling all requirements set forth herein. Any attempted form of participation in this Promotion other than as described herein is void and will result in disqualification, and if such person is selected as a potential winner, revocation of his/her prize. If it is discovered or suspected that a person has registered or attempted to register or receive entries using multiple telephone numbers, e-mail addresses, identities, IP addresses, or use of proxy servers or like methods, all of that person's entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive and such prize may be forfeited at the Sponsor's sole and absolute discretion. Sponsor reserves the right to disqualify any individual found, in its sole and absolute opinion, to be tampering with the operation of the Promotion, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Promotion. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE PROMOTION OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of a dispute as to the identity of an entrant, the entry will be declared made by the primary account holder of the e-mail address used to enter the Promotion based on the applicable provider's records. Potential winners may be required to show proof of being the primary account holder. The "primary account holder" is the natural person listed as the primary owner of the mobile device and associated mobile telephone number by a mobile telephone carrier (or primary owner of the e-mail address listed by the email provider). If any provision of these Official Rules or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or any Prize documents will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and the Promotion details contained in any Promotion promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Official Rules shall prevail.

13. **WINNERS LIST:** To obtain a list of the names of the winners, mail a self-addressed, stamped business-sized envelope to: Abita Brewing Company ® French Quarter Fest Instant Win Game And Sweepstakes - Winners List Request, 300 West Vine St. Suite 802, Lexington, KY 40507. Winners List requests must be received by April 1, 2018.

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