

OFFICIAL RULES

TWISTED TEA® BIKE UPGRADE SWEEPSTAKES

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

Each text message sent or received may incur a charge as provided in your rate plan, standard text and/or data rates apply.

ELIGIBILITY: Twisted Tea® **BIKE UPGRADE SWEEPSTAKES** (the “Sweepstakes”) is open to legal residents of the United States in any legal U.S. state who are at least twenty-one (21) years of age at the time of entry. Employees (and their immediate families) of The Twisted Tea Brewing Company (the “Sponsor”), Reconomy Inc., (the “Administrator”) and any of their parents, subsidiaries, affiliates, suppliers, independent contractors, agencies, alcoholic beverage wholesalers and retailers, and any persons living in the same household as such employees are not eligible to participate in the Sweepstakes (cumulatively, the “Sweepstakes Entities”). Sweepstakes is subject to all applicable federal, state, local laws and regulations and is void where prohibited by law. The Sweepstakes begins on 3/1/2018 at or about 12:01 a.m. Eastern Standard Time (“EST”) and ends 11/15/2018 at or about 11:59 p.m. EST (the “Sweepstakes Period”). Prize winners will be selected in a random drawing on or around 11/16/2018 for all eligible entries received during the Sweepstakes Period.

HOW TO ENTER: There are (3) ways to enter:

- 1) **Social Media:** During the Sweepstakes Period: 1. Take a picture of yourself showing how you Unwind after a ride with a Twisted Tea. 2. Upload to Instagram or Twitter with the hashtags **#UnWindWithATwist #Sweepstakes** and tag us **@TwistedTea**
- 2) **Text Messaging:** During the Sweepstakes Period, text an official entry code (the “Official Entry Code”) (example: Text “UNWIND”), found in store on point of sale cardboard signs, packaging material, cooler stickers or other Official Entry Code communication on Sweepstakes related advertising materials at participating retailer locations or on the Twisted Tea website to 24587 using a wireless, SMS-capable phone. You must provide your own phone. Once you have properly text-messaged the Official Entry Code to the promotional phone number, you will receive a reply via text messaging requesting age & home zip code confirmation. **Important Notice:** Your wireless service provider may charge you for each text message you send and receive. Standard text message rates apply. Other charges may apply. Please consult your wireless service provider regarding pricing plans. You must be a wireless service subscriber with text messaging service, using a participating service provider in order to enter via this method. Not all cellular phone providers carry the necessary service to participate. Check your phone capabilities for specific text messaging instructions. **Entrants may opt-out at any time by texting STOP to 24587, text HELP for help.** In the event the winner is selected from a text message entry, the prize will be awarded to the “authorized account holder” associated with the given wireless telephone number used to enter the Sweepstakes by sending a text message. The “authorized account holder” for text messaging entrants is defined as the natural person who is assigned to a wireless telephone number by a wireless service provider. Proof of being the “authorized account holder” may be required by the winner and dependent upon Sponsor satisfaction.

- 3) **Direct Upload:** During the Sweepstakes Period: 1. Take a picture of yourself showing how you Unwind after a ride with a Twisted Tea. 2. Visit <http://www.TwistedBikeUpgrade.com> and follow the online instructions to register.

The following guidelines should be followed when submitting a photo:

- Not depict the act of drinking
- Not portray, encourage, or condone drunk driving
- Not depict situations where Twisted Tea is being consumed excessively, in an irresponsible way, or in any way illegally.
- Not portray persons in a state of intoxication or in any way suggest that intoxication is acceptable conduct.
- Not portray or imply illegal activity of any kind.
- Not portray sexual passion, promiscuity, or any other amorous activity.
- Not employ any symbol, gesture, or cartoon character that is intended to appeal primarily to persons below the legal purchase age.
- Not employ any entertainment figure or group that is intended to appeal primarily to persons below the legal purchase age.
- Not depict Santa Claus.
- Not associate or portray Twisted Tea drinking before or during activities which require a high degree of alertness or coordination.
- Not contain any lewd or indecent language or images.
- Not employ religion or religious themes.
- Not disparage competing alcoholic beverages.
- Depict retail outlets as well kept and respectable establishments.
- Not show littering or otherwise improper disposal of Twisted Tea containers, unless the scenes are used clearly to promote anti-littering and/or recycling.
- Do not show any trademarks or copyrights other than Twisted Tea trademarks or copyrights.

By submitting a photo you hereby confirm you own all copyright in and to the photo submitted and agree to assign all your rights to Twisted Tea Brewing Company, and its subsidiaries, affiliates, and its agents. That you have obtained authorization from any and all individual(s) featured in your photo submission and confirm those individual(s) agree to allow you to submit a photo bearing their name, image and likeness in connection with your submission of the photo as part of the Contest.

Limited one (1) entry per person, regardless of method of entry. Duplicate entries for a single individual will be disqualified. All entries become the property of the Sponsor. Each Submission, regardless of

method, will be automatically entered with an equal chance to win. Winner will be RANDOMLY selected on 11/16/18 from all eligible entries.

PRIZE AND ODDS OF WINNING: One (1) Total Prize will be selected in a random drawing on about 11/16/2018 from all eligible entries received during the Sweepstakes Period. One (1) Grand Prize – Winner will receive a custom Motorcycle with an Approximate Retail Value (“ARV”) - \$10,000.00. The difference between any stated value and actual value will not be awarded to winner. The random drawing, selection of a winner, and awarding of the prize will be conducted under the supervision of Administrator, an independent organization whose decisions are final and binding in all matters pertaining to this Sweepstakes. No prize substitution will be allowed, except that Sponsor reserves the right to substitute a prize of comparable value if the prize listed is unavailable for any reason. Odds of winning depend on the number of eligible entries received.

WINNER NOTIFICATION: Potential prize winner will be notified by email, text message, U.S. mail, telephone, or private delivery service (at Sponsor’s sole discretion) and will be required to sign and return an Affidavit of Eligibility and Release of Publicity and Liability (where permitted by law) within three (3) days of notification. Winner’s age is subject to independent age verification, and if failed, will result in prize forfeiture. In the event of noncompliance, if the prize winner cannot be reached at the phone number, email address or address on that winner’s entry, or if the prize or prize notification is returned unclaimed or undeliverable for whatever reason beyond the control of Sponsor, that prize will be forfeited, and an alternate winner may be selected only if time permits and in Sponsor’s sole discretion.

GENERAL LIABILITY RELEASE: Acceptance of a prize constitutes winner’s permission for Sponsor to use winner’s name, image, likeness, voice, picture, audio and video recordings of, biographical information, statements, and any material based thereon or derived there from, together with any actual or fictional material, or to refrain from so doing, and address (city and state), without the ability to review, for advertising, promoting and/or publicity purposes worldwide and in any and all forms of media now known or hereafter developed, in perpetuity, without further compensation, where permitted by law. Entrants agree that the Sweepstakes Entities: (a) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants’ acceptance, receipt, possession and/or use or misuse of any prize, and (b) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize’s quality or fitness for a particular purpose. Sweepstakes Entities are not responsible for incomplete, illegible, misdirected, misprinted, late, or lost prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information.

GENERAL TERMS: Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

FORCE MAJEURE: Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes, in whole or in part, if it determines, in its sole discretion, that the Sweepstakes or any particular Sweepstakes drawing is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes or particular sweepstakes drawing as contemplated herein. In the event Sponsor is prevented from awarding prizes or continuing with the Sweepstakes or a particular Sweepstakes drawing as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failures, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. SARS), order of any court of jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes in its entirety or the affected portion of the Sweepstakes.

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.

PERSONALLY IDENTIFYING INFORMATION: Information submitted to Sponsor by any entrant is subject to Sponsor's Privacy Policy located at www.twistedtea.com. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personally identifying information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

WINNER LIST/Official Rules: For the name of the prize winners, hand-print your name and complete address on a 3" x 5" card and mail to: **TWISTED TEA® BIKE UPGRADE SWEEPSTAKES Winners' List Request**, 300 West Vine St, BOX 802, Lexington, KY 40507, on or around November 16th, 2018.

© 2018 Twisted Tea Brewing Company, LLC. Cincinnati, OH. All rights reserved.