

## OFFICIAL RULES

### SWEETWATER® 420 FEST SWEEPSTAKES

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

**ELIGIBILITY:** SweetWater® 420 FEST SWEEPSTAKES (the “Sweepstakes”) is open to legal residents of the United States of GA, NC, & TN who are at least twenty-one (21) years of age at the time of entry. Employees (and their immediate families) of The SweetWater 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 3/31/2018 at or about 11:59 p.m. EST (the “Sweepstakes Period”). Prize winners will be selected in a random drawing on or around 4/1/2018 for all eligible entries received during the Sweepstakes Period.

**HOW TO ENTER:** There are two (2) ways to enter:

1) **Instagram:** During the Sweepstakes Period: 1. Take a photo of your experience with your favorite SweetWater brew. 2. Upload to Instagram with the hashtag **#420FESTMAC #SWEEPSTAKES** and tag us **@SWEETWATERBREW** 3. You’re automatically entered to win!

2) **Internet:** Visit <http://www.420FestMac.com> (“Website”) and follow the online instructions to play for a chance to win a prize.

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.

**PRIZE AND ODDS OF WINNING:** Two (2) Total Prizes will be selected in a random drawing on about 4/1/2018 from all eligible entries received during the Sweepstakes Period. Two (2) Grand Prizes – A pair of VIP Passes to 420 Fest 2018 at Centennial Park in Atlanta, GA 4/20-4/22, double occupancy hotel accommodations for 3 nights, \$250 travel voucher/Expenses card, and 2 tickets to Brewery Party with an Approximate Retail Value (“ARV”) - \$2,000.00. 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. 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. Prize winner's guest (who must be 21 years of age or older) must sign and return a Release of Liability within seven (7) days of winner's attempted notification. All travelers must possess required travel documents (e.g., passport) prior to departure. All travelers must agree to depart and return on dates specified by Sponsor.

**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.SweetWaterBrew.com](http://www.SweetWaterBrew.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: **SWEETWATER® 420 FEST SWEEPSTAKES Winners' List Request**, 300 West Vine St, BOX 802, Lexington, KY 40507, on or around April 1<sup>st</sup>, 2018.

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