

## THE BALLAST POINT 2019 SUMMER OF SCULPIN GIVEAWAY

### OFFICIAL RULES

#### **NO PURCHASE NECESSARY TO ENTER THE SWEEPSTAKES.**

A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.

#### **THE ODDS OF WINNING DEPEND ON THE NUMBER OF ENTRIES RECEIVED.**

1. **PROMOTION PERIOD:** The Ballast Point 2019 Summer of Sculpin Giveaway (the "Promotion") begins at 12:00 AM Eastern Time ("ET") on May 24, 2019 and ends at 11:59 PM ET on August 2, 2019 (the "Promotion Period").
2. **ELIGIBILITY:** The Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia, who are 21 years of age or older as of date of entry. Employees of Home Brew Mart, Inc. ("Sponsor"), Don Jagoda Associates, Inc. ("Administrator"), their respective parents, subsidiaries, divisions, affiliates, suppliers, distributors and advertising, promotional and judging agencies (collectively, "Released Parties"), any person affiliated with the alcoholic beverage industry, including but not limited to retailers of alcohol products, and their immediate and extended family members (including but not limited to spouses, domestic partners, parents, children, siblings, son-in-law, daughter-in-law, and lineal descendants including those by adoption) and household members of each (whether related or not) are not eligible to participate or win. Void where prohibited by law. All federal, state and local laws and regulations apply. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.
3. **THREE WAYS TO ENTER:**
  - **VIA FACEBOOK:** At various times during the Promotion Period, the Ballast Point Facebook page will post a Ballast Point Summer of Sculpin Giveaway call-to-action ("Facebook Post"). You must post a reply comment in response to the Facebook Post including the hashtag #SculpinGiveaway in your comment ("Facebook Entry" or "Entry") to receive one (1) Entry into the Sweepstakes. A Facebook Post may ask you to include a photo in your comment/Facebook Entry. You may only use one (1) Facebook account ID to enter. Multiple entrants are not permitted to share the same Facebook account to submit an Entry. You must have a Facebook account to enter via Facebook. If you do not have a Facebook account, visit [www.Facebook.com](http://www.Facebook.com) to create a free account. Facebook Entries must comply with Facebook's Terms and Policies (<https://www.facebook.com/policies>). Limit one (1) Facebook Entry per Sponsor specified call-to-action post, per person/Facebook ID.
  - **VIA INSTAGRAM:** At various times during the Promotion Period, the Ballast Point Instagram account will post a Ballast Point Summer of Sculpin Giveaway call-to-action Post ("Instagram Post"). You must post a reply comment in response to the Instagram Post including tagging @BallastPointBrewing and the hashtag #SculpinGiveaway in your comment ("Instagram Entry" or "Entry") to receive one (1) Entry into the Sweepstakes. You must follow @BallastPointBrewing on Instagram. You may only use one (1) Instagram account ID to enter. Multiple entrants are not permitted to share the same Instagram account to submit an Entry. You must have a non-private Instagram account

to enter and have your account privacy setting set to "Off". An Instagram account can be opened for free by downloading the Instagram application from the Apple store or Google Play. Instagram Entries must comply with Instagram Terms of Use (<http://instagram.com/about/legal/terms/>). Limit one (1) Instagram Entry per Sponsor-specified call-to-action Instagram Post, per person/Instagram username.

- VIA TWITTER: At various times during the Promotion Period, the Ballast Point Twitter account will tweet a Ballast Point Summer of Sculpin Giveaway call-to-action Tweet ("Tweet"). To receive an entry into the Sweepstakes, you must tweet in response to the Tweet including the hashtag #SculpinGiveaway ("Twitter Entry" or "Entry"). A Tweet may ask you to include a photo in your response/Twitter Entry. You must follow @BallastPoint on Twitter and have your account settings set to "unprotected" or "public" to facilitate awarding of the prize. You may only use one (1) Twitter username account to enter. If you do not have a Twitter account, and you would like to create one for free, visit [www.Twitter.com](http://www.Twitter.com). If entering via Twitter, your Entry must comply with Twitter Terms of Use (<https://twitter.com/tos?lang=en>). Limit one Twitter Entry per Sponsor's call-to-action Tweet per person/Twitter account.

Facebook, Instagram and Twitter will be collectively referred to as "websites". Facebook, Instagram and Twitter Entries must be received by 11:59 PM ET on August 2, 2019 to be included in the random drawing. Any attempt by any entrant to obtain more than the stated number of Entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's Entries and that entrant may be disqualified. Normal internet access and data charges imposed by your internet/wireless phone service provider may apply. See your internet/wireless provider for pricing plan details. Entries generated by script, macro or other automated means and Entries by any means which subvert the Entry process are void. Entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected Entries, which will be disqualified. Any use of robotic, repetitive, automatic, programmed or similar Entry methods or agents (including, but not limited to, sweepstakes entry services to create fraudulent email addresses, Facebook, Instagram and/or Twitter accounts and/or identities) will void all Entries by that entrant. In the event of a dispute as to any Entry, the authorized account holder of the email address associated with the Facebook/Instagram/Twitter account used to enter will be deemed the entrant. "Authorized email account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Potential winners may be required to show proof of being the authorized account holder associated with the Entry.

Entries will not be judged but must adhere to the Entry Guidelines indicated below, as determined by Sponsor/Administrator in their sole discretion.

#### ENTRY GUIDELINES:

- Entry must be original and any text contained in Entry must be in English.
- Entry must not (and entrants represent and warrant that it will not), violate or infringe any third-party copyright, trademark, trade dress, or other proprietary right of any entity or person (living or deceased), including but not limited to rights of privacy, publicity or portrayal in a false light.

- Entry must not reference any commercial/corporate advertising, including but not limited to corporate logos, brand names (other than Sponsor's), slogans, political, or religious statements, or be otherwise objectionable, as determined in Sponsor/Administrator's sole discretion.
- Entry must not include any commercial solicitation or promotional materials, websites, contact information or personally-identifiable information (e.g., first or last name, address, phone number, place of work, email address, etc.).
- Any Entry deemed inappropriate or unsuitable, in Sponsor's/Administrator's sole discretion, will be disqualified and may be deleted.
- Entry must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Entry cannot defame, misrepresent or contain disparaging remarks about Sponsor, the Released Parties, or their respective products and services, or other people, products or companies.
- Entry must not contain content that is false, inaccurate or misleading.
- Entry should not appeal primarily to persons under the legal drinking age.
- Entry must not tag or refer to (or include in the photo) any individual under the age of 21.
- Entry must not contain statements or images relating to the armed forces of the United States; local, state or federal governments; state flags, emblems, seals, coat of arms, crests or insignias.
- Entry must not include references to any activity that Sponsor/Administrator deem to be, in their sole discretion, lewd or indecent, including but not limited to, scenarios portraying sexually explicit activity as a result of consuming alcohol, and images or activity that suggests that alcohol is needed for social, financial, educational or athletic success.
- Entry must not portray, encourage or condone drunk driving or depict situations where alcohol is being consumed rapidly, excessively, involuntarily, as part of a drinking game or as a result of a dare, or portray drinking of alcohol before or during activities that, for safety reasons, require a high degree of alertness or coordination.
- If an Entry includes the image or likeness of anyone other than the entrant, entrant represents and warrants that entrant has obtained permission from each such individual, that entrant agrees to provide written copies of such permission to Sponsor upon request and entrant certifies that such individual is 21 years of age or older.
- Entry must not refer to or depict any recognizable features of any retailer of alcohol beverages (including but not limited to bars, restaurants, convenience stores, grocery stores, etc.).
- Entry must otherwise comply with the Beer Institute Advertising and Marketing Code as made publicly available online at <http://www.beerinstitute.org/responsibility/advertising-marketing-code>.

By submitting an Entry in this Sweepstakes, entrant grants Sponsor and all other such persons as Sponsor may designate, the absolute, irrevocable, worldwide, perpetual right and permission to use, reproduce, publish, store, post, display, distribute, modify, prepare derivative works of and/or otherwise use the Entry, in any manner, form, format or media now or hereinafter created, including on the Internet, and for any purpose, including but not limited to advertising of Sponsor, the Sweepstakes, and Sponsor's products, all without further notice, consent or payment.

4. **RANDOM DRAWING:** A random drawing will be conducted on or about August 5, 2019, to select one (1) Grand Prize winner and ten (10) First Prize winners from among all eligible

Entries received during the Promotion Period. Random drawing will be conducted by Administrator, an independent judging organization whose decisions are final on all matters relating to the Sweepstakes. The odds of winning will depend on the total number of eligible Entries received during the Promotion Period.

5. **WINNER NOTIFICATION:** Potential winners will be contacted by Sponsor (or Administrator on Sponsor's behalf) via Facebook Comment/Private Message, Instagram/Twitter Direct Message (depending upon potential winners' method of Entry) and will be asked to provide additional information back to the Sponsor/Administrator, including email address for verification of eligibility, within the timeframe specified. Potential Grand Prize winner will be required to complete and return via email/email link, an Affidavit of Eligibility, Release of Liability and, if legally permissible, a Publicity Release and assignment of rights within forty-eight (48) hours of Administrator's attempted delivery of same. Potential First Prize winners will be required to reply within three (3) days of notification attempt or prize may be forfeited and an alternate winner may be selected. Noncompliance within the specified time frame, return of prize or prize notification as undeliverable, or declining the prize for any reason, will result in disqualification without further notice and, time-permitting, selection of an alternate winner in a random drawing from among all remaining eligible Entries.
6. **PRIZES & APPROXIMATE RETAIL VALUES ("ARV"):**
  - One (1) Grand Prize – A 5-day/4-night "Ultimate Summer of Sculpin" trip for winner and one (1) travel companion to Kauai, Hawaii. Trip includes round-trip economy class air transportation from major airport nearest winner's home, four (4) nights' hotel accommodations (one room, double occupancy), ground transportation from/to airport/hotel, ground transportation from/to airport/hotel, winner's choice of two (2) excursions from Sponsor-specified list of available excursions, a \$200 Ballast Point merchandise certificate and \$500 spending money (awarded in the form of a check for winner) (ARV: \$5,750.00). If the Grand Prize winner lives on Kauai, Hawaii, winner will not receive air transportation and no additional compensation will be provided. Grand Prize Winner's travel companion must be 21 years or older at time of travel and must execute and return a liability/publicity release prior to travel. Grand Prize Winner and travel companion are solely responsible for all other expenses not specifically set forth herein, including but not limited to meals, surcharges, service charges, personal charges, taxes, travel and other insurance, additional transportation, souvenirs, upgraded room accommodations and other incidentals and items of a personal nature. Sponsor is not responsible for lost, mutilated or stolen travel documents. Actual retail value of the Grand Prize may vary. Grand Prize Winner and his/her travel companion must travel on same itinerary. All travelers must agree to depart and return on dates specified by the Sponsor, which are subject to change or prize will be forfeited. Travel is subject to availability. All travelers must have valid travel documents prior to departure (i.e., government-issued photo ID). In the event the Grand Prize winner or travel companion engages in behavior that (as determined by Sponsor in Sponsor's sole discretion) is inappropriate or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip early, in whole or in part, and send that Grand Prize winner and his/her travel companion home with no further compensation to winner. In the event a Grand Prize winner or his/her travel companion consumes alcoholic beverages (none will be provided by Sponsor) while participating in any Grand Prize-related activities, they do so at their own discretion and agree to hold the Released Parties harmless from any subsequent damages or third-party claims arising out of or related to such consumption. In the event

any part of the trip is cancelled for any reason, that portion of prize will be forfeited and Sponsor will have no obligation to award compensation in lieu thereof to winner, but the remainder of the trip will be awarded.

- Ten (10) First Prizes – A \$200 Ballast Point merchandise certificate. Terms and conditions on certificate apply.

Limit one (1) prize per person/household. Sponsor is not responsible for, and winner will not receive, any difference between the actual value and ARV of a prize. Prizes are subject to additional restrictions. Prizes are awarded “as is” with no warranty or guarantee, either express or implied. No alcohol is included with any.

7. **GENERAL CONDITIONS, RELEASE AND LIMITATION OF LIABILITY:** Winners are responsible for any and all federal, state and local taxes. Resale of Prizes is prohibited. No transfer, assignment, substitution or cash equivalent for any prize will be permitted, except at the sole discretion of the Sponsor due to prize unavailability for any reason. In such circumstance, an alternate prize of equal value will be awarded (except as specifically stated above) and Sponsor’s obligation to the winners will be fulfilled, and no other additional compensation will be provided. The Released Parties assume no responsibility or liability for damages, losses or injury resulting from acceptance, use or misuse of the Grand Prize. In no event will more than the stated number of prizes be awarded. Entrants/winners agree to release, discharge and hold harmless Released Parties, Facebook, Instagram and Twitter, from and against any and all liability (including damages caused or claimed to be caused) arising out of participation and/or acceptance/use of the prize, and agree to be bound by the Official Rules and the Sponsor’s and Administrator’s decisions, which are final. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes materials and the terms and conditions of the Official Rules, the English version of the Official Rules shall prevail, govern and control. The Released Parties are not responsible for any typographical or other error in the printing of the Sweepstakes material, administration of the Sweepstakes or in the announcement of the prizes. **NOTICE: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.** The Released Parties are not responsible for faulty, incorrect, undeliverable or mistranscribed phone/email transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind including any injury or damage to any person's computer, phone or any device related to or resulting from participating in or experiencing any materials in connection with the Sweepstakes, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer or device transmission that may limit a user's ability to participate in the Sweepstakes. All entrants understand and agree that all rights under Section 1542 of the Civil Code of California (“Section 1542”) and any similar law of any state, territory, or country that may be applicable with respect to the foregoing release are hereby expressly and forever waived. All participating entrants acknowledge that Section 1542 provides that: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.” The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

The Released Parties assume no responsibility for undeliverable emails, including but not limited to those resulting from any form of active or passive email filtering by a user's Internet service provider and/or email client or for insufficient space in user's email account to receive email. Sponsor reserves the right to cancel or modify the Sweepstakes if fraud, misconduct or technical failures threaten the integrity of the Sweepstakes; or if a computer virus, bug, or other technical problem corrupts the administration or security of the Sweepstakes as determined by Sponsor and Administrator, in their sole discretion. In the event of termination, a notice will be posted online and the drawings for the prizes will be conducted from among all eligible Entries received during the Promotion Period prior to termination. Any damage made to the websites by an entrant will be the responsibility of the entrant and/or the authorized email account holder of the email address submitted at the time of Entry. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules.

8. **PUBLICITY:** Acceptance of any prize constitutes permission for the Sponsor and its agencies to use winners' names and/or likenesses and Entries for purposes of advertising and trade without further compensation, including a winners list, unless prohibited by law, including specifically waiving any recourse or claim to damages under California Civil Code §3344 ("Unauthorized commercial use of name, voice, signature, photograph or likeness"). Entrant's agreement shall bind all heirs, survivors, successors, transferees, licensees and assigns of entrant's right of publicity.
9. **DISPUTES:** THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF ILLINOIS, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, each entrant agrees that any and all disputes that cannot be resolved between the parties, and all causes of action arising out of or connected with this Sweepstakes, shall be resolved individually without resort to any form of class action and exclusively before a court having jurisdiction located in Cook County, Illinois. In any such dispute, under no circumstances will entrant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental or consequential damages, including reasonable attorneys' fees, other than entrant's actual out-of-pocket expenses (e.g., evidenced costs associated with entering this Sweepstakes). Entrant further waives all rights to have damages multiplied or increased.
10. **PRIVACY:** Any personal information that an entrant provides in connection with the Sweepstakes shall be used by Sponsor and Administrator to administer this Sweepstakes, contact entrants, and for the other purposes set forth in the Sponsor's privacy policy located at [www.ballastpoint.com/privacy-policy/](http://www.ballastpoint.com/privacy-policy/). By entering this Sweepstakes you agree to and accept that privacy policy. If entrant authorizes, by opting in, Sponsor may provide entrant with information relating to products, services and promotions of Sponsor and affiliates of Sponsor.
11. **WINNERS LIST:** To receive a Winners List by email, send an email to [CrownImportsWinners@donjagoda.com](mailto:CrownImportsWinners@donjagoda.com) with "WINNERS #46" in the subject line. Requests must be received by September 2, 2019. Winners List will be sent after prizes have been awarded.
12. **SPONSOR:** Home Brew Mart, Inc., 9045 Carroll Way, San Diego, CA 92121.
13. **ADMINISTRATOR:** Don Jagoda Associates, Inc., 100 Marcus Drive, Melville, NY 11747.

14. By entering the Promotion, entrant affirms that entrant has reviewed, accepted and agreed to all of the Official Rules.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram or Twitter. You understand that you are providing your information to Home Brew Mart, Inc. and not to Facebook, Instagram or Twitter.

Explore Responsibly. Ballast Point® Brewing Company. San Diego, CA.