

Night of the Gargoyle

Terms & Conditions & Official Rules

NO PURCHASE OR PAYMENT REQUIRED TO ENTER OR WIN. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. THIS CONTEST IS INTENDED FOR PLAY IN THE UNITED STATES, EXCEPT WHERE PROHIBITED. DO NOT ENTER IF YOU ARE NOT LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY. VOID WHERE PROHIBITED.

1. **ELIGIBILITY REQUIREMENTS:** Open to legal residents of the fifty (50) United States and the District of Columbia who are 21 years of age or older at time of entry, except where prohibited. Employees of STONE BREWING CO. (“STONE”) and alcohol beverage distributors and wholesalers, including their agents, officers, and family members (defined as spouses, parents, siblings, children, son-in-laws, daughter-in-laws, and lineal descendants, including those by adoption) and those living in the same household of each such person (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of the Contest) are not eligible to enter or win.

2. **CONTEST PERIOD:** Contest begins on October 1, 2018 at 8:00 am Eastern Time and ends on November 2, 2018 at 11:59:59 pm Eastern Time (the “Contest Period”). The Web Site server is the official clock for this Contest.

3. **TO ENTER:** No purchase required. Please upload a video or photo of yourself transformed into the Stone gargoyle to either Instagram or Twitter and add the #nightofthegargoyle hashtag to become eligible. **YOU MUST NOT BE DRINKING STONE BEER (OR ANY OTHER ALCOHOLIC BEVERAGES) IN YOUR SUBMISSION.** Any entries showing beer or other alcoholic beverages will be disqualified.

4. **CONTEST DRAWING, ODDS, PRIZE, AND APPROXIMATE RETAIL VALUE (“ARV”):** Eight (8) winners will be chosen by STONE at the direction of the Gargoyle.

Odds of winning depend on the number of eligible entries received. STONE’s/the Gargoyle’s decisions shall be final and binding on all matters relating to the Contest. By participating, entrants agree to abide by and be bound by these Official Rules and STONE’s/the Gargoyle’s decisions.

All winners will receive approximately \$500 worth of STONE merchandise.

Prize Restrictions: Winners must be 21 years of age or older.

5. **PRIZE CLAIM:** Potential Winners are subject to verification, including verification of age. Winner will be contacted via electronic mail or other means and will be required to complete, sign, and return an Affidavit of Eligibility, and, where lawful, a Publicity Release (granting the use of the Winner’s name, city/state, likeness, or photograph for advertising/publicity purposes, without further compensation) within five (5) business days of attempted notification or prize

will be forfeited and awarded to an alternate Winner, chosen by STONE. If potential Winner is found not to be eligible or not in compliance with these Official Rules, if prize notification or prize is unclaimed or returned as undeliverable, or if or if prize is rejected, the potential Winner will be disqualified and the prize will be forfeited and may be awarded to an alternate winner, at STONE's sole discretion. Winner is solely responsible for any taxes on the respective prize, and will be issued IRS Forms 1099 and W9 for the value of the prize. No cash equivalent, transfer, or substitution of prize is offered, except at the sole discretion of STONE. If the prize, or any portion thereof, cannot be awarded for any reason, STONE reserves the right to substitute prize with another prize of approximately equal value. Unclaimed prize will not be awarded. STONE's decisions shall be final and binding on all matters relating to the Contest.

6. GENERAL CONDITIONS: Information collected in connection with this Contest is subject to STONE's Privacy Policy (available at <https://www.stonebrewing.com/privacy-policy>).

INTERNET CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE THE WEB SITE OR THE MOBILE WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, STONE RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING CRIMINAL PROSECUTION. If the Contest is not capable of running as planned for any reason, including without limitation, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, STONE reserves the right, at its sole discretion, to disqualify any individual who is responsible or who tampers with the entry process, and to cancel, modify or terminate the Contest. In the event of cancellation, STONE will award the prize in a random manner to be determined by STONE. This Contest is offered only in the United States and is governed by the laws of the state of California, and entrant consents to jurisdiction and venue in, and agrees that all claims and dispute must be resolved in, the federal or state courts in San Diego County, California.

7. LIMITATIONS OF LIABILITY AND RELEASE: No liability or responsibility is assumed by STONE or any of its agents resulting from user's participation in, attempt to participate in, or download of any information in connection with participating in the Contest. No responsibility or liability is assumed by the STONE or any of its agents for technical problems or technical malfunction arising in connection with any of the following occurrences, without limitation, that may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any email transmissions to be sent to or received; lost, late, delayed or intercepted email transmissions; inaccessibility of the Mobile Web Site/Web Site in whole or in part for any reason; traffic congestion on the Internet or Mobile Web Site; unauthorized human or non-human intervention in the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bug, worm; or destruction of any aspect of the Contest. STONE is not responsible for any typographical

errors in the announcement of prize or these Official Rules, or any inaccurate or incorrect data contained on the Mobile Web Site/Web Site. Use of Mobile Web Site/Web Site is at user's own risk. Neither STONE nor any of its agents are responsible for any personal injury or property damage or losses of any kind that may be sustained to user's or any other person's mobile device resulting from participation in the Contest, use of the Mobile Web Site/Web Site or the download of any information from the Mobile Web Site/Web Site. As a condition of entering, entrants agree (and agree to confirm in writing): (a) to release STONE and its agents from any and all liability, loss or damage incurred with respect to entrant's participation in the Contest and the awarding, receipt, possession, and/or use or misuse of the prize; (b) under no circumstances will entrant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. Except if winner is a resident of Tennessee, or where prohibited by law, by accepting the prize, winner grants permission for STONE and those acting under its authority to use his/her name, photograph, voice and/or likeness, for advertising and/or publicity purposes, in any and all media now known or hereinafter invented without territorial or time limitations and without additional compensation.

8. WINNERS ANNOUNCEMENT: Winners will be announced via social media on Monday, November 5, 2018.