

Stone Brewing Ultimate Tiki Escape Sweepstakes Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Stone Brewing Ultimate Tiki Escape Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia, ***EXCEPT*** Alabama, Indiana, Maryland, Minnesota, Vermont and West Virginia, who are at least twenty-one (21) years old at the time of entry. Employees of Stone Brewing Co., LLC, HelloWorld, Inc., and their parent and affiliate companies as well as the immediate family (including spouses, parents, siblings, children, son-in-laws, daughter-in-laws, and lineal descendants, including those by adoption) and household members of each such employee are not eligible. Employees, officers and directors of importers, retailers, distributors/wholesalers and manufacturers of alcoholic beverages as well as the immediate family (including spouses, parents, siblings, children, son-in-laws, daughter-in-laws, and lineal descendants, including those by adoption) and household members of each such employee, officer or director are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void in AL, IN, MD, MN, VT, and WV and where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor'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.

2. Sponsor: Stone Brewing Co., LLC, 2611 Business Park Drive, Vista, CA 92081.

3. Timing: The Sweepstakes begins on May 24, 2019 at 12:00 p.m. Pacific Time ("PT") and ends on July 8, 2019 at 11:59 p.m. PT (the "Promotion Period"). Twitter/Instagram's servers are the official time-keeping devices for the Sweepstakes.

4. How to Enter: To participate, you will need to have a Twitter and/or Instagram account (each a "Social Account"). Creating each Social Account is free but is subject to the applicable terms and conditions: <http://twitter.com/tos> and <https://help.instagram.com/581066165581870>. ***Posting on Instagram requires a mobile device and therefore message and data rates may apply.*** If entering via a mobile device and using your wireless carrier's network, standard data charges from your wireless carrier may apply. Your account settings on the Social Account you use to enter must be set to "unprotected" and/or "public" in order for your Tweets or posts are viewable by Sponsor.

During the Promotion Period, take one of the following actions to receive an entry: a) follow @stonebrewing on Instagram and then post one (1) photo of your "tiki idol" face and include the hashtag #StoneTikiEscapeSweepstakes in the caption; **or** b) follow @StoneBrewing on Twitter and then tweet one (1) photo of your "tiki face" and include the hashtag #StoneTikiEscapeSweepstakes in the Tweet.

ReTweets will not accrue entries in this Sweepstakes. Instagram posts where the hashtag is included in a comment to the original post or Instagram stories will not be deemed entries.

Your Tweet/post and its included content will hereafter be referred to as your Submission. Your Submission must be your original work.

Submission Guidelines and Restrictions:

- If your Submission includes the names or likenesses of other individuals, each individual must be at least twenty-one (21) years of age and you must have their permission to be included and to grant the rights set forth in Section 5. If requested, you must be able to provide such permission in a form acceptable to Sponsor;
- Your Submission may *optionally* include Stone Brewing beer. The inclusion or exclusion of Stone Brewing beer will not impact your odds of winning;

- Your Submission must not display anyone drinking alcohol or anyone who appears to have over consumed alcohol;
- Your Submission must not include brands or logos of other alcohol brands or contain the name of or depict Santa Claus;
- Your Submission must not show, encourage or imply that alcohol consumption is proper or condoned in conjunction with operating a motor vehicle or engaging in any task which requires alertness, concentration or coordination;
- Your Submission may not be indecent, obscene, hateful, tortious, defamatory, libelous, contain material that violates or infringes another's rights, disparage Sponsor, HelloWorld, Inc., or any other person or party, or contain material that is unlawful in any way;
- Your Submission must not contain any nudity or pornographic content;
- Your Submission must not show or imply an association of alcohol consumption with violent, inappropriate or illegal behavior;
- Your Submission must not contain brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use to incorporate in your Submission;
- Your Submission must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where Submission is created;
- Your Submission must comply with the Beer Institute Advertising and Marketing Code as made publicly available at: <http://www.beerinstitute.org/wp-content/uploads/2018/12/BEER-6735-2018-Beer-Ad-Code-Update-Brochure-for-web.pdf>; and
- Photo collages or videos are not allowed.

Sponsor reserves the right to disqualify any Submission that it finds unlawful, or in violation of these Official Rules, all in its sole discretion.

You automatically will receive one (1) entry into the Sweepstakes for your qualified Submission. Released Parties (as defined in Section 8, below) are not responsible for lost, late, unreceived, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions or failure to receive Submissions due to limitation of third-party social network platforms all of which will be void.

Limit: You may enter one (1) time per day per Social Account during the Promotion Period. Each Submission must be unique to qualify as an entry. Multiple entrants are not permitted to share the same Social Account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Social Accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the Social Account used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses used to create the Social Account. Each potential winner may be required to show proof of being an authorized account holder.

5. Sponsor's Use of Submissions: Tweeting/Posting a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

6. Drawings: Sponsor's decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Sponsor will randomly select the potential Sweepstakes winners from all eligible entries received during the Promotion Period, on or around July 10, 2019. Each potential winner will be notified by @stonebrewing (Instagram) or @StoneBrewing (Twitter) via Direct Message or reply message on the Social Account used to enter and will be required to provide his/her name, mailing address, email address and date of

birth to confirm eligibility and for prize fulfillment purposes within fourteen (14) days of the date notice or attempted notice is sent into order to claim the prize. Each potential winner will also be required to sign and return an Affidavit of Eligibility and W-9 and provide a copy of his/her valid driver's license, which must all be received by Sponsor within fourteen (14) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Affidavit of Eligibility or driver's license or provide any other requested information, within the required time period, or the prize is returned as undeliverable, the potential winner is disqualified and forfeits his/her prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Time permitting, only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

7. Prizes: Alcohol will not be included as a part of any prize or award.

TWO (2) GRAND PRIZES: A trip for two (2) to San Diego, CA for the 2020 Tiki Oasis Convention. Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to San Diego, CA; three (3) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); two (2) tickets to the 2020 Tiki Oasis Convention, tentatively scheduled to occur in August 2020, for winner and a travel companion (all details, including type and dates of tickets, to be determined by Sponsor in its sole discretion); and behind-the-scenes tours of the Stone Escondido and Liberty Station breweries for winner and a travel companion (all details to be determined by Sponsor in its sole discretion). **Winner must travel on dates determined by Sponsor in its sole discretion or prize will be forfeited in its entirety.** Trip must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Travel companion must be twenty-one (21) years of age or older as of the date of departure and must travel on same itinerary and at the same time as the winner. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. If in the sole judgment of Sponsor air travel is not required due to winner's proximity to prize location, winner will be provided \$250 in spending money for driving expenses in lieu of air transportation. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if either behind-the-scenes tour or the 2020 Tiki Oasis Convention is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Tickets and tours may be subject to standard rain-check policies and procedures. By accepting ticket and tour prizes, winner agrees to abide by any terms, conditions and restrictions provided by them. The Sponsor is not responsible if winner does not use ticket or attend a tour on day of event. Approximate Retail Value ("ARV"): \$3,000.00. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value.

Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize or any prize component for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use and will each be issued IRS Form 1099 for the value of the prize. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period. Limit: one (1) prize per person. Total ARV of all prizes: \$6,000.

8. Release: By receipt of any prize, winners agree to release and hold harmless Sponsor, HelloWorld, Inc., Twitter, Inc., Instagram, LLC, and their respective subsidiaries, affiliates, suppliers, distributors,

advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

9 Publicity: Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, prize information, likeness, Submission, photograph (including, without limitation, winner's Twitter/Instagram profile photo), voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, not received, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

12. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

13. Entrant's Personal Information: Information collected from entrants is subject to Sponsor's Privacy Policy <https://www.stonebrewing.com/privacy-policy>.

14. Win List: For a list of winners, go to <https://stonebrewing.com/stonetikiescapesweepstakeswinners>. The winner list will be posted after winner confirmation is complete.

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Abbreviated Disclosures for Advertising

ABBREVIATED RULES for Print

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. LEGAL RESIDENTS OF THE 50 UNITED STATES (D.C.), **EXCEPT** ALABAMA, INDIANA, MARYLAND, MINNESOTA, VERMONT AND WEST VIRGINIA, 21 YEARS AND OLDER. VOID IN AL, IN, MD, MN, VT AND WV AND WHERE PROHIBITED. Sweepstakes ends 7/8/19. For Official Rules, prize descriptions and odds disclosure, visit <https://bit.ly/2tRvaiy>. Sponsor: Stone Brewing Co., LLC, 2611 Business Park Drive, Vista, CA 92081.

Abbreviated rules for online Ads – Banner

NO PURCHASE NECESSARY. Ends 7/8/19. For Official Rules, visit <https://bit.ly/2tRvaiy>.

Abbreviated Rules for Twitter:

Best Practice:

Include Image in Tweet that has copy included with CTA and the following disclosure language (in font size and color that is easily readable):

No Purchase Necessary, U.S only (except AL, IN, MD, MN, VT & WV), 21+, See Official Rules for prizes, odds and all details. Enter by 7/8/19.

In Tweet text include: #StoneTikiEscapeSweepstakes Rules: <https://bit.ly/2tRvaiy>.

Abbreviated Rules for online Ads – Not a Banner (to be used on Instagram)

NO PURCHASE NECESSARY. Legal residents of the 50 United States (D.C.), **except** Alabama, Indiana, Maryland, Minnesota, Vermont and West Virginia, 21 years and older. Ends 7/8/19. For Official Rules, including odds and prize descriptions, visit <https://bit.ly/2tRvaiy>. Void in AL, IN, MD, MN, VT & WV & where prohibited.