

# Fulton Brewing Company “Snow Blower” Sweepstakes

## OFFICIAL RULES

**NO PURCHASE NECESSARY TO WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS VOID WHERE PROHIBITED BY LAW.**

**ELIGIBILITY:** The Fulton Brewing Sun Country Sweepstakes (the “Sweepstakes”) is open to legal residents of the states of Minnesota (the “Territory”) who are twenty-one (21) years of age and older at the time of entry. The Sweepstakes is subject to all applicable federal, state and local laws, rules and regulations. Void outside of Territory, and where prohibited or restricted by law, rule or regulation.

All employees, officers, directors and agents and their immediate family members of their households, regardless of relationship, of Sponsor, Administrator or any other company involved with the design, production, execution or distribution of this Sweepstakes are not eligible to participate in the Sweepstakes or win any Prizes. Any Sweepstakes entries received from an ineligible participant will be disqualified.

**SPONSOR:** The Sweepstakes is sponsored by Fulton Brewing Company, 2540 2nd St NE, Minneapolis, MN 55418 (the “Sponsor”) and administered by Egoditor GmbH Registered Office Egoditor GmbH Am Lenkwerk 13 33609 Bielefeld

**AGREEMENT TO RULES:** By participating in this Sweepstakes, participants warrant that they meet the eligibility requirements and accept and agree to be bound by these rules and the decisions of the Sponsor and Administrator, which shall be final on all matters. Sponsor reserves the right to modify the rules of the Sweepstakes in any way at any time, subject to state and federal law.

**SWEEPSTAKES PERIOD:** The Sweepstakes begins on November 7, 2022 at 9 a.m. Central Time (“CT”) ends on December 30th, 2022 at 10 p.m. CT and consists of a random drawing of eligible entries received during the corresponding time period (the “Entry Period”). The clock of the Administrator computer system will be the official time-keeping device for this Sweepstakes.

All entries must be received and recorded by Administrator during the Entry Period to be eligible.

**METHOD OF ENTRY:** During the Entry Period, there is one (1) way to enter. No other method of entry will be accepted.

- Please scan the QR code on the poster and fill out form with your full name, email, phone number and zip code

Participants are limited to one (1) entry per person per mobile QR Code scan number. Multiple entries received from any mobile number in excess of the stated limitation will be void. Entrants must fully complete and/or submit all non-optional data requested to be eligible. Incomplete entries are void. All information submitted will be subject to use by only Fulton Brewing Company for its own marketing and advertising related initiatives. Opting in or out to receive such marketing messages from Fulton Brewing Company during the Entry Period will not increase or decrease your chances of winning.

**RANDOM DRAWING:** One Winner of the Sweepstakes (individually referred to as "Winner") will be selected by random drawing at 1 p.m. CT January 3rd, 2023 following the end of the Entry Period specified by Sponsor from among all eligible entries received by the Sponsor. The decisions of Sponsor are final and binding on all matters related to this Sweepstakes. Odds of winning depend on the total number of eligible entries received during the Entry Period.

**PRIZE:** Toro Power Clear 60 V Snow Blower for the winner (individually referred to as the "Prize") No cash value. All other food, beverage, novelty items, entertainment, transportation and/or any other expenses that are over and above the individual item ARVs are the responsibility of the Winner. The Winner is fully responsible for any and all applicable federal, state and local taxes (including income and withholding taxes). All costs and expenses associated with Prize acceptance and use not specified herein as being provided, including but not limited to lodging accommodations, any transportation costs, luggage fees, meals, gratuities, apparel and other expenses incurred by accepting the Prize are the sole responsibility of the Winner.

The Prize is non-transferable and non-assignable, with no cash value redemptions or substitutions except at Sponsor's sole and absolute discretion. Sponsor reserves the right to substitute the Prize (or portion thereof) with one of comparable or greater value, at its sole and absolute discretion.

**NOTIFICATION:** Each potential winner must continue to comply with the Official Rules. Winning is contingent upon fulfilling all requirements. Each Winner will be notified by e-mail, text message and/or telephone call/message, in the sole discretion of Sponsor, by the Sponsor. In the event that any Winner does not respond to any such notification within three (3) days of the date of first notification, a disqualification will result, the Prize will be forfeited and, at Sponsor's

sole discretion and time permitting, an alternate Winner may be chosen from among all remaining eligible entries.

**WAIVER OF LIABILITY/PUBLICITY RELEASE:** By participating in the Sweepstakes and submitting an entry, each entrant agrees to (i) be bound by these Official Rules, including all entry requirements, and (ii) waive any and all claims or cause of action against the Sponsor, the Administrator, their officers, directors or agents, affiliated companies, subsidiaries, licensees, distributors, and any other company involved with the design, production, execution or distribution of this Sweepstakes, and all of their respective officers, directors, agents and representatives (collectively, "Released Parties") arising out of participation in the Sweepstakes or receipt or use of any Prize, including, but not limited to: (a) interrupted or unavailable network, server, Internet Service Provider ("ISP"), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the Prize(s) or in any Sweepstakes-related materials, (b) incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes; (c) late, lost, stolen, incomplete, illegible, misdirected, damaged, garbled, delayed, or undelivered mail, inaccurate, postage-due or garbled entries, via e-mail or mail; (d) injury or damage to entrants' or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website; (e) 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 of any Prize Each Winner, by acceptance of their Prize, grants to Sponsor and each of their respective designees the right to publicize such Winner's name, address, city and state of residence, photograph, voice and/or other likeness and Prize information in any and all media now known or hereafter devised, throughout the world, in perpetuity, without additional compensation or consideration, notification or permission, unless prohibited by law. Each winner must satisfactorily complete an affidavit of eligibility showing compliance with these Sweepstakes rules and each winner must also sign a liability and publicity release allowing Sponsor to use his or her information for advertising or other purposes. Failure to complete these forms may result in forfeiture of the Prize. In the event that the potential winner is disqualified for any reason, Sponsor may select an alternate potential winner by random drawing from among all remaining eligible entries.

**LIMITATION OF LIABILITY/DISPUTE RESOLUTION:** By entering the Sweepstakes, entrants release Sponsor, Administrator and any affiliated companies, directors, officers, employees, representatives, partners, and agents from any liability whatsoever for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Sweepstakes or with the acceptance, possession, or use of any Prize (including, without limitation, claims, costs,

injuries, losses, or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light).

Except where prohibited, each participant and winner accepting a Prize agrees that: (a) all issues and questions concerning these rules shall be governed by Minnesota law without giving effect to any principles of conflicts of law of any jurisdiction; (b) any and all disputes, claims and causes of action at law or in equity arising out of or relating to this Sweepstakes or any prize awarded shall be (i) resolved individually, without resort to any form of class action; and (ii) filed only in the state courts situated in Minnesota, and participant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such disputes, claims or causes of action; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall include attorneys' fees; and (d) under no circumstances will any participant or winner be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental, special, 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.

**PRIVACY AND USE OF SWEEPSTAKES INFORMATION:** Sponsor may collect personal information from you when you enter the Sweepstakes. Sponsor reserves the right to use any information collected in accordance with the Official Rules.

**GENERAL CONDITIONS:** Entries generated by a script, macro or other mechanical or automated means or by any means that subvert the entry process will be disqualified. Persons who tamper with or abuse any aspect of the Sweepstakes, text messaging platform or website or attempt to undermine the legitimate operation of the Sweepstakes by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or Sponsor's representatives or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Any attempt to deliberately damage the content or operation of this Sweepstakes is unlawful and subject to legal action by the Sponsor and/or their respective agents. Sponsor shall have the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the Sweepstakes, and to resolve all disputes in their sole discretion. Released Parties (i) make no warranty, guarantee or representation of any kind concerning any Prize, and (ii) disclaim any implied warranty.

The Sponsor, as applicable, reserves the right, in their sole discretion, to cancel or suspend the Sweepstakes for any reason, including should virus, bugs, unauthorized human intervention, or other causes corrupt the administration, security, fairness, integrity or proper operation of the Sweepstakes. In the event of cancellation, Sponsor may elect to identify the Winner(s) and award the Prize(s) by way of random drawing from among all non-suspect, eligible entries received up to the time of such cancellation.

**CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE**

**MADE, SPONSOR WILL DISQUALIFY ANY SUCH ENTRANT AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.**

All entries must include a valid mobile number and provide first name, last name and e-mail address information for entrant. In case of multiple entries received from any person, mobile number or e-mail address or household, only the first entry received from such person, mobile number, e-mail address or household will be considered. In the event of a dispute as to the identity or eligibility of a Winner based on a mobile number or e-mail address, the winning entry will be declared made by the "Authorized Account Holder" of the mobile number or e-mail address submitted at the time of entry provided he/she is eligible according to these Official Rules. The "Authorized Account Holder" is defined as the natural person to whom the applicable Mobile Carrier or ISP or other organization (such as a business or educational institution) has assigned the mobile number or e-mail address for the domain associated with the submitted e-mail address. Sponsor reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes. All potential winners are subject to verification by Sponsor or Administrator. Potential winners will be required to show proof of identity. Sponsor or Administrator will not accept screenshots or other evidence in lieu of its validation process.

**WINNERS LIST:** Sweepstakes Winner will be listed at [www.fultonbeer.com](http://www.fultonbeer.com).