## **RULES, TERMS & CONDITIONS**

July 8, 2019

## The Most Awesome Daily Beer-Stuff Giveaway

Presented by
The Beer Connoisseur®

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING. PARTICIPANTS MUST BE A LEGAL RESIDENTS OF THE UNITED STATES AND AT LEAST 21 YEARS OF AGE OR OLDER.

- 1. Eligibility: This Campaign is open only to those who participate socially on Facebook, Twitter and Instagram using the campaign specific hashtag #DAILYBEERSTUFFGIVEAWAY and who are twenty-one years of age as of the date of entry. The Campaign is only open to legal residents of the United States and is void where prohibited by law. Employees of *The Beer Connoisseur* and its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.
- 2. Agreement to Rules: By participating, the Contestant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of The Beer Connoisseur as final and binding as it relates to the content of this Campaign.
- 3. Campaign Period: Entries will be accepted online starting on July 8, 2019. The end date will be determined at the sole discretion of The Beer Connoisseur and posted to the contest website page at https://beerconnoisseur.com/articles/most-awesome-daily-beer-stuff-giveaway. All entries considered for prizes must be posted during the Contest date.
- 4. How to Enter: The Campaign must be entered by following The Beer Connoisseur's Facebook, Twitter or Instagram account. Followers are considered participants for the purpose of the Campaign and are automatically eligible to win a prize. Prizes are awarded to the winning social media account holder only. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of The Beer Connoisseur.
- 5. Daily Prizes: Daily prize are awarded Monday through Friday and excluding weekends during the Campaign will be awarded. The Winners of the Campaign (the "Winner") will receive varying *non-alcohol* and *non-food* prizes including both products and services from the Campaign sponsors with retail values ranging from \$10 to \$1,000. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by The Beer

Connoisseur. No cash or other prize substitution shall be permitted. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for The Beer Connoisseur to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

- 6. Grand Prizes: From time to time a grand prize may be awarded the require a specific selection requirement as made public on the Campaign website home page at: <a href="https://beerconnoisseur.com/articles/most-awesome-daily-beer-stuff-giveaway">https://beerconnoisseur.com/articles/most-awesome-daily-beer-stuff-giveaway</a>. Grand prizes are considered to be prizes with retail value greater than \$1,000.
- 8. Winner Selection and Notification: Winners will be selected from the active fans / followers on The Beer Connoisseur's Twitter, Facebook and Instagram pages, and under the supervision of The Beer Connoisseur editorial staff. Winners will be announced on the The Beer Connoisseur social media accounts at https://www.facebook.com/BeerConnoisseur, https://twitter.com/BeerConnoisseur and https://www.instagram.com/beerconnoisseurmag and they will be notified by direct message within one (1) day following selection of Winner. The Beer Connoisseur shall have no liability for Winner's failure to receive notices due to notification delivery or other social media security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 30 days from the time award notification was sent, or fails to register an account per the "Acceptance of Prizes" requirement, the prize may be forfeited, and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT THE BEER CONNOISSEUR SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.
- 9. Acceptance of Prizes: Prize winners are required to register a free account at www.beerconnoisseur.com/user where full prize winner contact information is collected for purpose of fulfillment and customer support for delivery of the prizes. Account registration serves as an agreement to the website's <a href="Privacy Policy">Privacy Policy</a> and the Sweepstakes Rules, Terms & Conditions.
- 9. Rights Granted by You: By entering this sweepstakes (e.g., photo, video, text, etc.), You understand and agree that The Beer Connoisseur, anyone acting on behalf of The Beer Connoisseur and The Beer Connoisseur 'licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent. Optional verbiage for Contests: By entering this content, You represent and warrant that your entry is an original work

of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of The Beer Connoisseur If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless The Beer Connoisseur from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which The Beer Connoisseur may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

- 10. Terms & Conditions: The Beer Connoisseur reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond The Beer Connoisseur control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, The Beer Connoisseur may select the Winner from all eligible participants prior to and/or after (if appropriate) the action taken by The Beer Connoisseur. The Beer Connoisseur reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. The Beer Connoisseur has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, The Beer Connoisseur reserves the right to seek damages to the fullest extent permitted by law.
- 11. Limitation of Liability: By entering, You agree to release and hold harmless The Beer Connoisseur and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.
- 12. Disputes: THIS CAMPAIGN IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND GEORGIA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees,

other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

- 13. Winners List: To obtain a copy of the Winner's name or a copy of these Official Rules, email contests@beerconnoisseur.com or mail your request along with a stamped, self-addressed envelope to: The Beer Connoisseur, P.O. Box 420903, Atlanta, GA 30342.
- 14. Sponsor: The Sponsor of the Campaign is The Beer Connoisseur, P.O. Box 420903, Atlanta, GA 30342 USA, (404) 981-8342, www.beerconnoisseur.com.
- 15. Twitter, Facebook and Instagram: The Campaign hosted by The Beer Connoisseur is in no way sponsored, endorsed, administered by, or associated with Facebook, Twitter and Instagram. Participants therefore release these platforms for the purposes of the Campaign.

The Beer Connoisseur
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