



Ale-8-One Float Your Recipe Our Way Contest

NO PURCHASE NECESSARY TO ENTER OR WIN.

1. **CONTEST PERIOD:** The Ale-8-One Float Your Recipe Our Way contest begins at 9:00:00 AM Eastern Time ("EDT") on Wednesday, July 14, 2021 and ends at 12:00 PM EDT on Friday, July 23, 2021 ("Contest Period").

2. **ELIGIBILITY:** The contest is open only to legal residents of the United States who are eighteen (18) years of age or older as of the date of entry. Void where prohibited or restricted by law, regulation, rule, or otherwise. Employees of Ale-8-One Bottling Company ("Sponsors"), its parents, affiliates, subsidiaries, and advertising and promotion agencies (aforementioned individuals and organizations collectively, "Contest Entities"), retailers, and the immediate family members (spouses and siblings, children and parents and their spouses, regardless of where they live) or members of the same households (whether related or not) of such individuals are not eligible. Sponsors' determinations of eligibility are final and may be made at any time.

3. **TO ENTER :** To participate in the Contest: (1) Go to ale8giveaway.com and fill out your information in the spaces provided to enter to win the (The Grand Prize) an Ale-8 Ice Cream Float Kit (includes 2 mason jars, 4 plastic straws & one ice cream scoop) & 12 Bottles of Cherry Ale-8. Value \$50.00.

Limit one (1) entry per person on ale8giveaway.com. Participation in the Contest constitutes participant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsors, which are final and binding. Entries and other submitted material become the property of Sponsors and will not be acknowledged or returned. Late entries will be void and ineligible. Purported proof of submission of entry does not constitute proof of receipt of entry. By participating, each entrant warrants and represents that all personal information associated with his/her participation (including but not limited to the date of birth associated with such participant's Facebook, and Instagram account) is truthful, current and accurate, and is his/her own information. Entry information becomes the exclusive property of Sponsors upon submission. Entries that are deemed by Sponsors in their sole discretion to be immoral, obscene, profane, or not in keeping with Sponsors' image will be disqualified, and associated posts or messages will be deleted from the Ale-8-One page on Facebook and Instagram. Entries which are incomplete or do not conform to all requirements will be disqualified. The Ale-8-One Bottling Company Sponsor's computer is the official timekeeper for all matters related to this Contest. It is the sole

responsibility of the entrant to notify the Sponsor in writing if the entrant changes his or her contact information during the Contest. In the event of a dispute regarding the identity of the person submitting an online entry, the entry will be deemed to be submitted by the person in whose name the Facebook, or Instagram account is registered at the time of entry. In the event a dispute regarding the identity of the person who submitted an entry cannot be resolved to Sponsors' satisfaction, the affected entry will be deemed ineligible.

4. WINNER SELECTION/PRIZE DESCRIPTION/ODDS: One (1) entry will be randomly drawn from ale8giveaway.com submissions throughout the Contest Period. One winner will be chosen from the microsite entry by 2:00 PM: July 23rd. The winner's prize for this contest will consist of one (1) Ale-8-One Float Kit & (12) bottles of Cherry Ale-8. Limit one (1) prize per winner. Odds of winning depend on the number of eligible entries received. Unclaimed prize(s) will not be awarded. NO CASH EQUIVALENT. See Section 5 below for winner notification details and additional prize restrictions.

5. WINNER NOTIFICATION/VERIFICATION/ADDITIONAL PRIZE RESTRICTIONS: The winner from the ale8giveaway.com submissions will be notified via email. Any such message will instruct the potential winner to reply as instructed within three (3) full business days (measured in the local time zone) after the time that the notification message was left. Potential winners must reply as instructed within such three (3) full business day period, or he/she will be disqualified. In Sponsors' sole discretion, such potential winners may only be notified one time as set forth above for attempted prize notification. At Sponsors' sole discretion, potential winner may be required to complete a notarized affidavit of eligibility, a liability release and (where legal) a publicity release, which must be returned, along with a copy of potential winner's government-issued photo identification as proof of age, within the time period specified in potential winner's notification letter. Proof of identity, age, and legal residence may be required to claim a prize. Any winner or potential winner may be disqualified in Sponsors' sole discretion if: (a) he/she fails to reply as instructed within the required time period; (b) he/she fails to provide Sponsors with satisfactory proof of age, identity and residency; (c) he/she fails to complete and return any required documents by the date specified in his/her notification message/letter; (d) if any prize or prize notification is returned as undeliverable, or (e) he/she fails to comply with any of the terms of these Official Rules. In the event of disqualification of a winner, at Sponsors' sole discretion the prize may be awarded to an alternate winner selected from among the remaining applicable eligible entries via the means of winner determination described herein, pending verification of eligibility. If any prize remains unclaimed after three (3) potential winners have been notified for that prize, the prize may remain unawarded, in Sponsors' sole discretion. No responsibility is assumed by the Sponsors for any incorrect or missing contact information associated with an entry, or any change of contact information after entry submission. Any prize details not specified will be determined by Sponsors in their sole discretion. No prize transfer. Unless otherwise specified herein, no prize substitution except at Sponsors' sole discretion due to unavailability, in which case a prize of comparable or greater value will be awarded. All other costs and expenses associated with acceptance and use of a prize not specified herein as being awarded are winner's sole responsibility. Sponsors will

not replace any lost, damaged or stolen prizes. Taxes on prizes and all expenses related to acceptance and use of prizes and not specified are the sole responsibility of the winner. The winner should expect to pick up or receive their prizes within approximately one week following winner verification.

Prize(s) will be released to winners only. Prizes will be mailed by Ale-8-One to the address provided at entry. Prizes not claimed within 2 weeks (10) business days of being advised by Ale-8-One that the prize is available for pick-up, or in the case of a time sensitive prize within its period of usability if shorter than 10 business days, will be considered forfeited without notice to the winner, and will become property of Ale-8-One. Such prize may be disposed of at the discretion of Ale-8-One Management.

6. GENERAL CONDITIONS: The Contest Entities, ale8onegiveaway.com, together with the employees, and agents of each (aforementioned individuals and organizations collectively, the "Released Parties") are not responsible and shall not be liable for: (a) failures or malfunctions of phones (including wireless phones/handsets), phone lines or telephone systems or other communications malfunctions; cellular equipment towers, telephone systems or wireless services; (b) interrupted or unavailable network, server or other connections including those through and/or by the Website; (c) electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind, including without limitation, server malfunction or by any human error which may occur in the processing of entries; (d) failed, garbled, lost, misrouted or scrambled transmissions; (e) any error, omission, interruption, defect or delay in any transmission or communication or other errors or problems of any kind whether mechanical, human, technical, electronic, cellular telephone related or otherwise; (f) traffic congestion on the Internet or for any technical problem, including but not limited to any injury or damage to entrant's or any other person's computer or wireless phone/handset related to or resulting from participation in this Contest; (g) late, lost, incomplete, damaged, or misdirected entries, messages, or postage-due mail; (h) any condition caused by events beyond the control of the Sponsors that may cause the Contest to be disrupted or corrupted; or (i) printing errors in Contest / advertising materials. By entering and participating, entrants agree to: (a) abide by these Official Rules and by the decisions of the Sponsors, whose decisions are final and binding on all matters pertaining to this Contest; (b) the use of their names, photographs, testimonials or other likeness and/or prize information or personal exposition (and/or any edited portion thereof) by Sponsors and their designee(s) for promotional, advertising and/or publicity purposes in any media, now or hereafter known throughout the universe in perpetuity, including but not limited to the posting of their names on the Website, without compensation or notice to, or further consent of, to the winner to the extent permitted by law; and (c) to release, discharge and hold harmless the Released Parties from any and all injuries, liability, losses and damages of any kind resulting from their participation in the Contest or their acceptance, use or misuse of any prize awarded in this Contest, including, without limitation, personal injury, death and property damage. Failure to comply with the Official Rules may result in disqualification at Sponsors' sole discretion and selection of an alternate winner. All federal, state and local laws and regulations apply. CAUTION: ANY ATTEMPT BY A CONTEST ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR

UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS AND THEIR DESIGNEES RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH CONTEST ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW. Internet entry must be made by the entrant only at the authorized web site address. Entries may not be made by any other individual or any entity, and/or originate at any unauthorized Internet web site, including, but not limited to, commercial contest subscription notification and/or entering service sites. Any potential winner who entered by any of the prohibited methods described above will be disqualified and an alternate winner will be selected. Sponsors reserve the right at their sole discretion to disqualify any individual they find to be tampering with the entry process or the operation of the Contest or any web site associated therewith; to be acting in violation of the Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. If, for any reason, the Contest is not capable of running as planned by reason of damage by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical limitations or failures, strikes, industry conditions, bankruptcy or liquidation, marketplace demands, applicable law, unforeseen obstacles, or any other causes which, in the sole opinion of Sponsors, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Contest, Sponsors reserves the right in their sole and absolute discretion to cancel, terminate, modify, or suspend all or any part of the Contest, and to select the winners from among all eligible, non-suspect entries received up to the time of such cancellation, termination, modification, or suspension, as applicable, or to proceed in such a manner as may be deemed fair and equitable by Sponsors in their sole discretion.

7. COLLECTION AND USE OF PERSONAL INFORMATION: By entering the Contest, entrants agree and consent to Sponsors' collection, use and retention of their personal information provided in their entries at the time of participation, for all purposes related to the Contest (including, without limitation, processing and administering entries, sharing an entrant's personal information with Sponsors' service providers and contractors, as necessary to conduct and operate the Contest, communicating with and awarding prizes to winners, making public announcements about winners, and advertising, promoting and publicizing the Contest), as well as in accordance with Sponsors' Privacy Policy published at www.ale8one.com provided that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail.

9. INDEMNITY: You agree to indemnify and hold the Released Parties harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Released Parties due to or arising out of your entry, or your conduct in creating an entry or otherwise in connection with this Contest, including but not limited to: claims for trademark infringement; copyright infringement; violation of an individual's right of publicity or right of privacy; or defamation.

10. WINNERS' LIST: For a list of winners (name, city, and state), mail a self-addressed, stamped envelope to be received by **August 7, 2021** to: Ale-8-One Float Your Recipe Our Way Winner List, 25 Carol Road, Winchester, KY 40391

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The Contest is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram. The information you provide will only be used as described herein. Please direct any questions to Ale-8-One and not to Facebook or Instagram.