

# **GOLDEN CAN SWEEPSTAKES RULES**

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

### 1. Eligibility

Ipswich Ale Brewery's "Golden Can Sweepstakes" (the "Sweepstakes") is open to legal residents of the fifty (50) United States and the District of Columbia who are at least twenty-one (21) years old at the time of entry. Employees of Ipswich Ale Brewery and other companies associated with the promotion of the Sweepstakes, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Sweepstakes is subject to federal, state, and local laws and regulations.

### 2. Sponsor

The Sweepstakes is sponsored by the Ipswich Ale Brewery, located at 2 Brewery Place, Ipswich, Massachusetts 01938.

### 3. Agreement to Official Rules

Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Ipswich Ale Brewery, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

### 4. Sweepstakes Period

The Sweepstakes begins on May 01, 2021 at 12:00 AM Eastern Standard and ends on December 31, 2021 at 11:59 PM Eastern Standard (the "Sweepstakes Period"). Entries that are submitted before or after the Sweepstakes Period will be disqualified. Submissions will be accepted for the duration of the Sweepstakes using any of the following methods:

Online

By Chance in Ipswich Ale Brewery 12-packs

#### 5. How to Enter

**Online\***: This method of entry is available by visiting the Ipswich Ale Brewery website (www.ipswichalebrewery.com) and following the directions provided to fill out the entry information, and to submit said entry. There is no purchase necessary when entering online. Upon being selected as an "Ipswich Ale Brewery Golden Can" winner the winner will be supplied with a digital Ipswich Ale Brewery "Golden Can" which they must print and take a "selfie" with. The random online winner must then post their picture holding the digital "Golden Can selfie". This post must be on (2) of the following social media outlets: Facebook, Twitter or Instagram with the hashtag "#ipswichalebrewery" to be eligible for the "First Prize" dinner and final drawing for the "Grand Prize".

**By Chance in Ipswich Ale Brewery 12-packs:** This method of entry is available by finding an "Ipswich Ale Brewery Golden Can" complete with "Qualifying Signature" (signature of the President of the Ipswich Ale Brewery) and the unique serial number in any 12 pack of Ipswich Ale Brewery branded products purchased between the May 1, 2021 and December 31, 2021. Upon finding an "Ipswich Ale Brewery Golden Can" the finder must immediately notify the Ipswich Ale Brewery via email at winner@ipswichalebrewery.com and post their picture holding the Golden Can in front of the store where the can was

purchased. This post must be on (2) of the following social media outlets: Facebook, Twitter or Instagram with the hashtag "#ipswichalebrewery" to be eligible for the "First Prize" dinner and final drawing for the "Grand Prize". There will be exactly 30 cans put randomly into 12 packs of Ipswich Ale Brewery products during the prescribed duration of the sweepstakes. Any and all 12 packs containing (1) "Ipswich Ale Golden Can" will be put into circulation on a random basis throughout the duration of the sweepstakes.

\*Limit one (1) entry per person, per email address, and per household for the duration of the Sweepstakes Period via the online entry submission process. Entries received from any person, e-mail address, or household in excess of the stated limitation will be void. All entries become the property of Sponsor and will not be acknowledged or returned. There is no limit to the number of "Ipswich Ale Brewery Golden Cans" that can be found and redeemed for the complementary "First Prize" dinner and all Ipswich Ale Brewery Golden Cans will be eligible for the "Grand Prize".

### 6. Prize Drawing

All (30) "Ipswich Ale Brewery Golden Can" holders are automatically eligible for a complimentary "First Prize" dinner at the Ipswich Ale Brewers Table at 2 Brewery Place for themselves and a guest at 6pm on January 11, 2022 **provided they have met the social media posting requirement outlined in Section 5 of these rules.** The "First Prize" winner must be present and the "First Prize" winner must surrender their "Ipswich Ale Brewery Golden Can" at the time of the random drawing to be eligible for the random drawing for the "Grand Prize". This random drawing will occur at the "First Prize" dinner at the Ipswich Ale Brewer's Table on January 11, 2022.

On or about January 02, 2022, Ipswich Ale Brewery will select "Ipswich Ale Golden Can" winners in a random drawing from among all eligible entries received via the online submission process at the website www.ipswichalebrewery.com. The number of winners selected in the random drawing will be based on the same odds that exist at the end of the "Golden Can" sweepstakes period for the (30) cans that were put out in retail 12-packs.

**For Example Purposes Only:** If 10,000 12-packs were put out to retailers over the sweepstakes period and there are (30) "Golden Cans" randomly placed in those 10,000 12-packs the odds would be 1 in 333.3. Correspondingly if there are 3,000 online, no purchase necessary, entries placed during the sweepstakes period then those entries would account for an additional (9) "Golden Can" winners based on the 1 in 333.3 odds. These (9) "Golden Can" winners would be drawn at random from the entire pool of online entrants on January 2, 2022

All "Golden Can" winners will have all the same rights and responsibilities in order to be eligible for the "First Prize" dinner and the "Grand Prize". All "Golden Can" finders as well as all randomly drawn online entrants will be invited to the complimentary "First Prize" dinner at 6pm January 11, 2022 **provided they have met the social media posting requirement outlined in Section 5 of these rules.** The "First Prize" winner must be present to be eligible for the random drawing for the "Grand Prize" which will occur at the Ipswich Ale Brewer's Table on January 11, 2022. The odds of being selected depend on the number of entries received. The Ipswich Ale Brewery will attempt to notify the potential winner via telephone or email on or about January 02, 2022. If the potential winner cannot be contacted within five (5) days after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place at random from the remaining non-winning, eligible entries from the website.

#### 7. Winner Notification

The "First Prize" winners form the email submission pool will be notified by email or phone. Each "First Prize" winner and the "Grand Prize" winner will be required to complete, electronically sign and submit a Declaration of Compliance within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be

contacted, or fails to submit the Declaration of Compliance within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits prize. Winners will be provided with a Federal form 1099 and will be solely responsible for any tax implications that arise from winning either a "First Prize" or the "Grand Prize". Winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. 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. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled approximately 2 weeks after the conclusion of the Sweepstakes at the complementary "First Prize" dinner at the Ipswich Ale Brewer's Table in Ipswich MA at 6pm January 11, 2022.

#### 8. Prizes

First Prize: (2) Complementary dinners for each "Golden Can" finder and each randomly drawn online entrant at 6pm December 11, 2022 at the Ipswich Ale Brewer's Table in Ipswich MA.

Grand Prize: (1) \$2,000 Travel voucher for a trip of the winner's choice supplied by Travel Destinations Unlimited Topsfield, MA.

#### **9. General Conditions**

In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Sweepstakes is unable to run as planned for any other reason, as determined by the Ipswich Ale Brewery in its sole discretion, Ipswich Ale Brewery may, in its sole discretion, either (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Sweepstakes and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Ipswich Ale Brewery 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 these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

## 10. Release and Limitations of Liability

By participating in the Sweepstakes, entrants agree to release and hold harmless the Ipswich Ale Brewery, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Sweepstakes, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the "Released Parties)" from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Sweepstakes, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Sweepstakes; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d)application downloads, (e) any other errors or problems in connection with the Sweepstakes, including, without limitation, errors that may occur in the administration of the Sweepstakes, the announcement of the winner, the cancellation or

postponement of the event and/or the flyover, if applicable, the incorrect downloading of the application, the processing of entries application downloads or in any Sweepstakes-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Sweepstakes or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

#### 11. Disputes

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Massachusetts. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of Massachusetts, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Massachusetts.

### 12. Privacy

Information collected from entrants is subject to Ipswich Ale Brewery's privacy policy which can be found at www.ipswichalebrewery.com.

#### 13. Winner List

To request the name of the "First Prize" and "Grand Prize" winners send a self-addressed, stamped envelope to:

Winners List Ipswich Ale Brewery 2 Brewery Place Ipswich, MA 01938

Winners List requests will only be accepted after the promotion end date (listed above).

