

**THE BEER HUNTER®**  
**SWEEPSTAKES OFFICIAL RULES**

**THIS SWEEPSTAKES IS SUBJECT TO ALL FEDERAL, STATE AND MUNICIPAL LAWS. NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS LIMITED TO ONE ENTRY PER DAY PER PERSON. BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE TO BE BOUND BY THESE OFFICIAL RULES.**

**SWEEPSTAKES ENTRY PERIOD:** The Beer Hunter® Sweepstakes (the “Sweepstakes”) begins at 12:00:01 AM Pacific Daylight Time (“PDT”) on May, 6th, 2019 and ends at 11:59:59 PM PDT on October, 22nd, 2019 (the “Sweepstakes Period”).

**ELIGIBILITY:** The Sweepstakes is open to legal residents of 46 of the 50 United States (excluding Alaska, Hawaii, Michigan and Rhode Island) and the District of Columbia, age 21 or older at the time of entry. Void in Alaska, Hawaii, Michigan, Rhode Island, Guam, Puerto Rico, the U.S. Virgin Islands, Canada, outside the U.S., and wherever else prohibited by law. Employees of The Beer Hunter®, (the "Sponsor"), and JR Thomas Golf Carts (collectively, “Advertising Participants”) and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members of, and/or those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

**HOW TO ENTER:** During the Sweepstakes Period, visit The Beer Hunter® to obtain the entry form and follow all entry instructions to complete the entry form, including your name, email address and zip code and submit (the “Entry”). Entries must be received between May, 6th, 2019 at 12:00 PM PDT and October, 22nd, 2019 at 12 PM PDT. By entering the Sweepstakes, entrants are agreeing to receive email communications from The Beer Hunter® and JR Thomas Golf Carts. Entrants are subject to all notices posted online including, but not limited to, the following Privacy Policies: <http://www.thebeerhunter.com/us/privacy-policy>

**Limit:** One (1) Entry total per person per day regardless of whether entrant has more than one email address. All entries become the property of the Sponsor and will not be acknowledged or returned.

Entrants will have the opportunity, but not the obligation, to share the Sweepstakes with others by publishing a post to their own Facebook page, tweet to their own Twitter account or

pin to their own Pinterest board. Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook, Inc., Instagram, Twitter, Inc., or Pinterest.

PRIZE/APPROXIMATE RETAIL VALUE ("ARV")/ODDS: One (1) Grand Prize is available to be awarded in this Sweepstakes. The Grand Prize consists of a custom golf cart valued at \$9,000.

The ARV of the Grand Prize is: \$9000. Any difference between the ARV and actual value will not be awarded. Taxes, registration costs and fees are not included. Odds of winning will depend upon the total number of eligible entries received.

RANDOM DRAWING: The Grand Prize winner will be selected in a random drawing on or about October, 26th, 2019 from among all eligible entries received during the Sweepstakes Period by the Administrator, whose decisions are final.

WINNER NOTIFICATION: Grand Prize winner will be notified via email, and, subject to applicable law, will be required to sign and return, within seven (7) days of notification, an Affidavit of Eligibility, a Liability Waiver, a W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"). These Releases will require the Grand Prize winner to furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law. Noncompliance will result in disqualification and an alternate winner may be selected. The prize package will be awarded within approximately [forty-five (45) days after the winner is verified.

PRIZE CONDITIONS: PARTICIPATION IN THIS SWEEPSTAKES AND THE RECEIPT AND/OR USE OF PRIZE OFFERED IS AT YOUR OWN RISK. ENTRANTS ACKNOWLEDGE THE INHERENT HAZARDS, DANGERS AND RISKS ASSOCIATED WITH OWNING AND OPERATING A CYCLING, HIKING AND KAYAKING, INCLUDING BUT NOT LIMITED TO: INJURIES RECEIVED FROM EQUIPMENT OR RECEIVED FROM OTHER'S USE EQUIPMENT; INJURIES FROM ENCOUNTERS WITH WILDLIFE AND/OR INSECTS; INJURIES FROM EXPOSURE TO SUN, WIND, WEATHER AND/OR OTHER NATURAL ELEMENTS OR ACT OR OMISSION OF ANY GUIDE CONNECTED WITH ANY CYCLING, HIKING OR KAYAKING EXPERIENCE; RAPID MEDICAL ATTENTION AND/OR EMERGENCY RESPONSE MAY NOT BE AVAILABLE; AND THAT THERE ARE NATURAL FACTORS AND OCCURRENCES WHICH MAY IMPACT ON OR AFFECT THE SAFETY OF SUCH ACTIVITIES, AND ENTRANTS ASSUME THESE RISKS AND DANGERS.

BY ACCEPTING THE GRAND PRIZE, WINNER ACCEPTS (AND AGREES TO CONFIRM IN WRITING) THE INHERENTLY DANGEROUS NATURE AND RISK OF OWNING AND OPERATING A GOLF CART, INCLUDING POTENTIAL PERSONAL INJURY AND/OR DEATH, ACKNOWLEDGES THAT HIS/HER

PARTICIPATION IN THE USE OF GRAND PRIZE IS VOLUNTARY TO THE DRIVER, OCCUPANTS AND THIRD PARTIES ENCOUNTERED WHILE OPERATING THE GOLF CART, ACKNOWLEDGES THAT THERE ARE NATURAL FACTORS AND OCCURRENCES WHICH MAY IMPACT OR AFFECT THE SAFETY OF THE ACTIVITIES HE/SHE IS PARTICIPATING IN AND HE/SHE ASSUMES THE RISK OF SUCH FACTORS AND OCCURRENCES AND AGREES TO THE EXTENT ALLOWED BY LAW THAT THE SPONSOR, THE SWEEPSTAKES ADMINISTRATOR, ADVERTISING PARTICIPANTS Facebook, Inc., Instagram, Twitter, Inc., or Pinterest AND EACH OF THEIR RESPECTIVE EMPLOYEES AND AGENTS SHALL NOT BE IN ANY WAY RESPONSIBLE FOR ANY RESULTING INJURY AND/OR DEATH. SPONSOR, ADMINISTRATOR AND ADVERTISING PARTICIPANTS SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF THE OWNERSHIP AND OPERATION OF THE GOLF CART OR ACTIVITY RELATED TO THE PRIZE OR ANY OTHER ASPECT OF GRAND PRIZE WINNER'S ACCEPTANCE OR USE OF THE PRIZE.

All travel related expenses, including but not limited to, airfare and ground transportation to/from The Beer Hunter® to pick up the Golf Cart including, but not limited to, fees, gratuities, incidentals, upgrades, insurance, service charges, luggage fees, hotel, resort or property fees, food & beverage expenses, and personal expenses such as telephone/Internet charges are not included with the Golf Cart prize are the sole responsibility of prize winner.

If a prize notification is returned as undeliverable, or if winner is found to be ineligible or not in compliance with these rules, that winner will be disqualified, and the Grand Prize may be awarded to an alternate winner in a separate random drawing. Only two (2) alternate winners may be determined through this process, after which the prize will remain un-awarded.

Grand Prize is not redeemable for cash. Prize is not assignable or transferable. No substitutions are permitted, except if prize is unavailable, in which case a prize of equal or greater value will be awarded, at Sponsor's sole discretion. No cash in lieu of prize and no exchanges or substitutions, except at the sole discretion of the Sponsor. Any other incidental expenses on prize not specified herein are the winner's sole responsibility. THE PRIZE IS AWARDED "AS IS" AND NEITHER SPONSOR, ADVERTISING PARTICIPANTS NOR ADMINISTRATOR MAKE ANY, AND HEREBY DISCLAIM ANY AND ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PRIZE.

Grand Prize winner is responsible for all federal, state, local sales taxes and income taxes associated with winning prize. Grand Prize winner will be required to furnish his/her social security number for the sole purpose of preparation of any tax forms as required by law.

Except where prohibited by law, entry and acceptance of Grand Prize or any portion thereof constitute permission for Sponsor, Advertising Participants and their designees, to use winner's

name, prize won, hometown, likeness, biological material, video tape, photographs, voice and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

GENERAL: Although subsequent attempts to enter on each day may be received, only the first complete entry received from a particular entrant will be eligible; subsequent attempts by the same person to enter, including entries submitted with an alternate email address, will be disqualified.

Participating entrants agree to these Official Rules and the decisions of the Administrator and the Sponsor, and release the Sponsor, Administrator, Advertising Participants, Facebook, Inc., Instagram, Twitter, Inc., or Pinterest and their affiliated companies, and all other businesses involved in this Sweepstakes, including advertisers, as well as the employees, officers, directors and agents of each, and including legal and financial advisors (the "Released Parties"), from all claims and liability (including all damages, losses, expenses and fees including reasonable attorney(s) fees) relating to participation in the Sweepstakes, including the acceptance and use/misuse of the Grand Prize offered. Winner assumes all liability for any injury or damage caused or claimed to be caused, by participation in this Sweepstakes or use/misuse or redemption of the prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the Grand Prize.

By participating in a Sweepstakes, entrants agree to release, discharge and hold harmless the Sweepstakes Entities from and against any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to entrants' participation in a Sweepstakes and/or related to any Prize (including, without limitation, losses, damages or injuries to entrant's or any other person's equipment or other property, or to their persons, related to participation in a Sweepstakes; or arising out of any violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light; or based on any claim of infringement of intellectual property; or from any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or Prize). Without limiting the generality of the foregoing, entrants agree that Sweepstakes Entities: (A) have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with any Sweepstakes and/or with respect to Prizes, including, without limitation, to any Prize's quality or fitness for a particular purpose; (B) maintain no control over the personnel, equipment or operation of any air, water or surface carrier, ship line, bus or limousine company, transportation company, hotel, manufacturer or other person or entity furnishing services, products or accommodations ("**Suppliers**") as a part of the Prizes provided in connection with any Sweepstakes; and (C) will not be responsible or

liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (1) by the wrongful, negligent or unauthorized act or omission on the part of the Suppliers or any of their agents, servants, employees or independent contractors, (2) by any defect in or failure of any vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of those Suppliers, (3) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Sweepstakes Entities, and (4) by any cause, condition or event whatsoever beyond the control of the Sweepstakes Entities. Entrants agree that the Sweepstakes Entities shall have no responsibility or liability for discontinued Prizes; human error; incorrect or inaccurate transcription of registration and/or account information; any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, or Internet service provider utilized by Sponsor; interruption or inability to access the Website, or Sponsor or affiliated entities' respective websites, or any online service via the Internet due to hardware or software compatibility problems; any damage to entrant's (or any third person's) computer and/or its contents related to or resulting from any part of a Sweepstakes; any lost/delayed data transmissions, omissions, interruptions, viruses, bugs, defects; and/or any other errors or malfunctions, even if caused by the negligence of the Sweepstakes Entities. Each entrant further agrees to indemnify and hold harmless Sweepstakes Entities from and against any and all liability resulting or arising from any Sweepstakes and to release all rights to bring any claim, action or proceeding against Sweepstakes Entities and hereby acknowledge that Sweepstakes Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a Prize, including express warranties provided exclusively by a Supplier that may be sent along with a Prize. Sponsor is not responsible for the actions of entrants in connection with any Sweepstakes, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of a Sweepstakes. Entrants further understand and agree that all rights under Section 1542 of the Civil Code of California ("**Section 1542**") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. Entrants acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS/HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS/HER SETTLEMENT WITH THE DEBTOR." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his/her name, address and other information to third parties for the purpose of administering each Sweepstakes and to comply with applicable laws, regulations and rules. Any information entrants provide to Sponsor may be used to communicate with entrant in relation to any Sweepstakes or on a winner's list. In the event of a dispute over the identity of an online entrant, entry may be deemed submitted by the registered account holder of the e-mail address associated with the entry for the domain associated with the submitted address

provided that person is eligible. Winner may be required to show proof of being the registered account holder. Registered account holder is defined as the person assigned to an e-mail address by an Internet access provider, on-line service provider or other organization responsible for assigning e-mail addresses. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry may be deemed ineligible. The Sweepstakes Entities are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's e-mail account to receive e-mail messages.

In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof that such party is the authorized account holder of the email address associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to: (i) permanently disqualify from any Sweepstakes it sponsors any person it believes has intentionally violated these Official Rules; and (ii) withdraw the online method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes), and to select winners from among all eligible entries received prior to withdrawal. If for any reason this Sweepstakes is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes, at which time, Sponsor

will conduct a random drawing from among all eligible entries received at the time of the Sweepstakes termination.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

DISPUTES: Except where prohibited, 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 Superior Court of the State of California located in Riverside County, California. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's 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 the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of California. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney's fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Sweepstakes Entities in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (2) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (3) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY,

SO THE ABOVE MAY NOT APPLY TO YOU.

THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

PRIVACY: By entering and providing the required entry information, entrants acknowledge that the Sponsor may also send information, samples or special offers it believes may be of interest to entrant, or other information or goods offered by its marketing partners. Personal information collected by Administrator and Sponsor will be used for administration of the Sweepstakes and awarding the Prize. Furthermore, by entering, each entrant agrees to Sponsor's privacy policy at <http://www.thebeerhunter.com/privacy>. Please refer to Sponsor's privacy policy for important information regarding the collection, use and disclosure of personal information by Sponsor. In addition, by entering, you agree that Sponsor may share your personal information with Advertising Participants and to each Advertising Participant's respective privacy policy as follows: <http://www.thebeerhunter.com/privacy-policy>, and <http://www.thebeerhunter.com/privacy-policy>. The Administrator and Sponsor are not responsible for disclosures made by any third party.

The invalidity or unenforceability of any provision of the Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of the Official Rules will not constitute a waiver of that provision. When terms such as "may" are used in the Official Rules, Sponsor has sole and absolute discretion. Entrants agree to waive any rights to claim ambiguity of the Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on the Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

OFFICIAL RULES REQUEST: To request a copy of the Official Rules, visit <http://www.thebeerhunter.com/sweepstakes-terms-conditions> or send a stamped, self-addressed envelope (no later than October, 1, 2019), to: The Beer Hunter®, 78483 Hwy 111, La Quinta, CA 92253



WINNER CONFIRMATION: For a written confirmation of the winner (available after November, 15, 2019) send a stamped, self-addressed envelope (no later than November, 15th, 2019), to:  
The Beer Hunter r®, La Quinta, California 92253.