

## **SURLY'S TEXT TO WIN SWEEPSTAKES OFFICIAL RULES ("SWEEPSTAKES")**

**NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO IOWA RESIDENTS AGE 21 AND OLDER. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

**SWEEPSTAKES TERRITORY PERIOD:** The Sweepstakes will be held in Iowa and begins at 12:00:01 a.m. (midnight) Central Time ("CT") on September 1st, 2019 and ends at 11:59:59 p.m. CT on October 11th, 2019 ("Sweepstakes Period").

**METHOD(S) OF ENTRY:** During the Sweepstakes Period:

(1) Join the Surly text messaging mailing list by texting "SURLYIA" to 55678 (message and data rates may apply); or

(2) Visit [www.surlybrewing.com/text-to-win](http://www.surlybrewing.com/text-to-win). ("Website") and submit your information via the entry form.

**PRIZE:** Prize package to be awarded:

- Two tickets to the University of Iowa homecoming game on October 19<sup>th</sup>, 2018. (Game is pre-chosen by Surly Brewing Company.)
- Winner will receive the above prize package. Total retail value of the prize is approximately \$260. All food, other entertainment, other transportation and other expenses are the responsibility of the winner Odds of winning depend on the number of eligible entries received.

**1. ELIGIBILITY: THE SWEEPSTAKES IS OPEN ONLY TO LEGAL RESIDENTS OF THE STATE OF IOWA, WHO ARE AT LEAST THE AGE OF 21 OR OLDER AT THE TIME OF ENTRY.** Employees, officers and directors of Surly Brewing Co. their parent, subsidiary, and affiliated companies, advertising, promotion or production agencies, Web masters/suppliers (and their IRS dependents, immediate family members (spouse, parents, children, siblings) and individuals residing in their same household, whether or not related) are not eligible to participate. By participating, entrants agree to these Official Rules and the decisions of the Sponsors and iVision Mobile, which are final and binding in all respects. The number of entries is limited to one entry per phone number.

**2. SWEEPSTAKES PERIOD:** Sweepstakes begins and ends at the times listed above. Sponsors' computer is the official time keeping device for this Sweepstakes.

**3. TO ENTER:** During the Sweepstakes Period, enter as described above in the paragraph titled "Method(s) of Entry." Any other attempted form of entry is void. Submissions become property of the Sponsors. Please see the Privacy Policy located at <http://surlybrewing.com/privacy-policy/> for details of Sponsors' policy regarding the use of personal information collected in connection with this Sweepstakes.

**4. POST CONTEST SELECTION PROCESS:** The iVision Mobile's platform will randomly select a potential winner at the end of Sweepstake Period will check all eligible entries to see if the entry was timely sent. To receive a prize, each potential winner must meet all eligibility requirements to be awarded a prize as a winner, including responding to Sponsors' communications. Sponsors will contact potential winner(s) through the provided contact information. If any prize or prize notification or attempted notification is returned as undeliverable, if potential winner(s) do not respond within a reasonable time period, namely, **five (3) business days**, or if a potential winner is found to be ineligible or otherwise not in compliance with these Official Rules, the prize may be forfeited and may be awarded to an alternate winner in Sponsors' sole discretion. By accepting a prize, winner acknowledges he or she is in compliance with these Official Rules and agrees to work with Sponsors on what game is chosen for the winner. The name(s) of the winner(s) will be posted at [www.surlybrewing.com/text-to-win](http://www.surlybrewing.com/text-to-win) within ten (10) days of verification of the eligibility of the winner.

In case of a dispute, the authorized account subscriber of the email account or telephone number used to enter the Sweepstakes at the actual time of entry will be deemed to be the entrant, and must comply with these Official Rules. The "authorized account subscriber" is deemed to be the natural person who is assigned an e-mail address or phone number by an Internet Access Provider, online service provider, telecommunications provider, or other organization which is responsible for assigning e-mail addresses or phone numbers.

**5. PRIZES / ODDS:** The Prize is listed above in the paragraph titled "Prize." If a winner cannot accept the prize as stated for any reason including, but not limited, not responding to Sponsors' communications, such prize will be forfeited and may be awarded to an alternate winner in Sponsors' sole discretion. No substitution, cash redemption or transfer of prize permitted. However, Sponsors reserve the right to substitute the advertised prize with a prize of equal or greater value if the advertised prize becomes unavailable. Any difference between stated value and actual value will not be awarded. Prizes must be redeemed for the University of Iowa football game on October 19<sup>th</sup>, 2019 Game. Prize availability is subject to Surly Brewing Company and the game pre-chosen. Odds of winning depend on the number of eligible entries received. If you are selected and eligible as a winner, your information may also be included in a publicly available winner's list.

**6. RELEASE AND LIABILITY LIMITATIONS:** By submitting an entry, each participant (i) releases Sponsors, iVision Mobile, Facebook, Instagram, Twitter, and each of their parents, subsidiaries and affiliated companies, advertising and promotion agencies, and all of their respective officers, directors, employees, representatives and agents (collectively, the "Released Parties") and agrees that the Released Parties shall have no liability whatsoever for, and shall be held harmless by participants against any liability (A) for any injuries, losses or damages of any kind to person(s), including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Sweepstakes or any Sweepstakes-related activities (including any travel related thereto), (B) resulting from claims by third parties relating to the posting of their likeness

by a participant, (C) resulting from claims that participant's entry violates or otherwise infringes the rights of a third party, and (D) a participant's failure to comply with these rules.

**IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF AN ENTRANT'S PARTICIPATION IN THE SWEEPSTAKES, USE OF THE PRIZE, OR USE OF THE WEBSITE.**

**WITHOUT LIMITING THE FOREGOING, ALL PRIZES ARE AWARDED "AS IS" AND SPONSORS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, CONCERNING THE APPEARANCE, SAFETY OR PERFORMANCE OF ANY PRIZE EXCEPT FOR ANY WARRANTY AVAILABLE FROM THE MANUFACTURER OF THE PRIZE.**

**SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO EVERY PARTICIPANT. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.**

**7. TAMPERING AND TECHNOLOGY ISSUES:** (a) Released Parties are not responsible for lost, late, misdirected, incomplete, or non-delivered entries; or for interrupted or unavailable satellite, network, server, Internet Service Provider, unavailable or inaccessible websites, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, telephone, or other technical failure, delayed, or misdirected transmissions or computer hardware or software malfunctions, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of entry or other information or the failure to capture, or loss of, any such information; (b) persons who tamper with or abuse any aspect of this Sweepstakes or otherwise attempt to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other entrants or Sponsors' representatives, as solely determined by the Sponsors, will be disqualified; (c) any use of robotic, automatic, macro, programmed or like entry methods will void all such entries by such methods, and disqualify any entrant using such methods; (d) should any portion of the Sweepstakes be, in Sponsors' sole opinion, compromised by virus, worms, bugs, non-authorized human intervention, technical failures or other causes which, in the sole opinion of the Sponsors, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsors reserve the right at its sole discretion to suspend, modify or terminate the Sweepstakes, and randomly select the winner from among all eligible, non-suspect entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsors; (e) Released Parties are not responsible for any incorrect or inaccurate information, whether caused by Website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes, and assume no responsibility for any error, interruption, deletion, defect, delay in operation, or transmission, communications line failure, theft or destruction, or unauthorized use of any Website.

**8. GENERAL CONDITIONS:** All federal, state and local taxes, if any, on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided are solely winner's responsibility. Except where legally prohibited, winner grants (and agrees to confirm that grant in writing) permission to Sponsors and those acting under its authority the right to the use of his/her name, picture, likeness, voice, biographical information and statements, at any time or times, for advertising, trade, publicity and promotional purposes without additional compensation, in all media now known or hereafter discovered, worldwide in perpetuity, and on the Internet and World Wide Web, without notice, review or approval, unless prohibited by law.

**9. GOVERNING LAW & JURISDICTION:** These Official Rules and the Sweepstakes are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Sweepstakes Official Rules, or the rights and obligations of entrant and Sponsors in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Iowa, without giving effect to the conflict of laws rules thereof, and any matters or proceedings shall take place in the State of Iowa.

**10. SPONSORS:** Surly Brewing Co., 520 Malcolm Avenue SE, Minneapolis, Minnesota 55414

**11. DISCLAIMER OF AFFILIATION.** This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, University of Iowa, University of Iowa Hawkeyes, Instagram, Facebook, Twitter, iVision Mobile. You understand that you are providing your information to Sponsors and not to iVision Mobile, Instagram, Facebook, or Twitter. Any questions, comments or complaints regarding this Sweepstakes shall be directed to Sponsors and not to iVision Mobile, Instagram, Facebook, or Twitter. Instagram is a registered trademark of Instagram, Inc. Facebook is a registered trademark of Facebook, Inc. Twitter is a registered trademark of Twitter, Inc.