

SURLY BREWING CO.
“TURN IT UP”
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THE FOLLOWING SWEEPSTAKES IS VOID OUTSIDE THE STATES OF MINNESOTA, WISCONSIN, IOWA, ILLINOIS, SOUTH DAKOTA, NORTH DAKOTA, COLORADO, NEBRASKA, MISSOURI, MICHIGAN, ARIZONA OR PENNSYLVANIA. DO NOT ENTER THIS SWEEPSTAKES IF YOU ARE NOT BOTH 21 YEARS OF AGE OR OLDER AT TIME OF ENTRY AND A LEGAL RESIDENT OF AND CURRENTLY RESIDING IN MINNESOTA, WISCONSIN, IOWA, ILLINOIS, SOUTH DAKOTA, NORTH DAKOTA, COLORADO, NEBRASKA, MISSOURI, MICHIGAN, ARIZONA OR PENNSYLVANIA. FURTHER ELIGIBILITY RESTRICTIONS ARE BELOW. THIS SWEEPSTAKES WILL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE FEDERAL AND STATE LAW. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. MESSAGE & DATA RATES MAY APPLY.

1. No Purchase Necessary. The ‘Turn It Up’ Sweepstakes (“**Sweepstakes**”), sponsored by Surly Brewing Co. (“**Sponsor**”), begins August 4, 2021 at 12:00:00 AM Central Time (“**CT**”) and ends September 15, 2021 at 11:59:59 PM CT (“**Sweepstakes Period**”). The Sponsors computer, or that of its designee, runs the official clock for the Sweepstakes and will solely determine the time by which an entry is received.

2. Eligibility: This Sweepstakes is open only to legal residents of Minnesota, Wisconsin, Iowa, Illinois, South Dakota, North Dakota, Colorado, Missouri, Michigan, Arizona & Pennsylvania who are twenty-one (21) years of age or older at the time of entry (“**Entrant**”). Void where prohibited or restricted by law. Employees of Sponsor, any advertising or promotional agencies involved in the promotion, state alcohol beverage commissions, alcoholic beverage manufacturers, distributors, wholesalers and licensees, retailers, and their respective parent companies, subsidiaries, affiliates, and their immediate family members (spouse, parent, sibling, and children, regardless of where they reside) or members of the same household (whether they are related or not) of any of the foregoing are NOT eligible to participate. The Sweepstakes is void outside the 50 United States/D.C and where prohibited by law. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

3. Prize: ONE (1) GRAND PRIZE: The Ultimate 2022 Surly Festival Field Experience for one winner and three guests. Prize includes four general admission tickets to a mutually agreed upon Surly Festival Field concert or event during the 2022 season, pre-show food and beverage at the Surly beer hall and complimentary beer at the concert or event. Approximate Retail Value (“**ARV**”): \$200.00. Transportation and lodging is not provided. Sponsor reserves the right to substitute a prize or any prize component for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for any/all taxes and fees associated with prize receipt. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period. Limit: one (1) prize per person.

4. How to Enter: There is (1) method to enter the Sweepstakes.

Beginning at 12:00:00 AM CT on August 4, 2022 photos of concerts, concert experiences or musical acts can be uploaded to Facebook, Twitter or Instagram (“**Social**”) using the #turnitup during the Sweepstakes Period. Message and data rates may apply. All entries must be received by 11:59:59 PM CT

on September 15, 2021.

Limit: There is a limit of one (1) entry submission per person throughout the Sweepstakes Period. Entries received in excess of the entry limit stated herein will be disqualified for purposes of the Sweepstakes but may be used by the Sponsor.

5. Drawing/Odds of Winning: Drawing will be conducted on or about September 15, 2021 by Sponsor. Odds of winning will depend on the total number of eligible entries received. Potential winner will be notified by phone, mail, social media message or e-mail on or about September 15, 2021. Winning is contingent upon fulfilling all requirements of these Official Rules.

6. Post-Sweepstakes Selection Process: Sponsor's decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. The third party contest management software Woobox will randomly select a potential winner from all eligible entries at the end of the sweepstakes period. To receive a prize, the 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, **three (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, she or they is in compliance with these Official Rules and agrees to work with Sponsors on where the prize is to be mailed or picked up. The name(s) of the winner(s) may be posted at www.surlybrewing.com/turnitup and/or Surly Brewing Co. social media account, including Facebook, Instagram, or Twitter, within ten (10) days of verification of the eligibility of the winner.

In case of a dispute, the social media account 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 the social media account by social media platform, or other organization which is responsible for assigning social media accounts.

7. Entry Errors/Tampering: Sponsor reserves the right to void all entries made through any third-party website or service, or through any robotic, automatic, mechanical, programmed or similar entry duplication method, and Sponsor may disqualify any individual using such a website/ service or entry method, as applicable. Sponsor is not responsible for: (i) electronic, wireless or digital transmissions or any entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, or not received by Sponsor or its agents for any reason; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of entries; (iii) destruction of or unauthorized access to, or alteration of, entries; (iv) failed or unavailable hardware, network, software, SMS text or telephone transmissions; (v) damage to Entrant's or any person's computer or wireless device or its contents; (vi) causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Sweepstakes; (vii) any entries submitted in a manner that is not expressly allowed under these Official Rules; (viii) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Sweepstakes; (ix) any typographical or other error in the printing or advertising of the offer, administration or execution of the Sweepstakes, or in the announcement of

prizes or prize winner; (x) malfunctions or interference resulting from illicit, malicious or injurious code (including but not limited to viruses, worms and denial of service attacks); or (xi) cheating or fraud by any participant. All incomplete or non-conforming entries will be disqualified. All entries become Sponsor's property and will not be returned. If for any reason Sweepstakes cannot be executed as planned, including but not limited to any printing, administrative, or other error of any kind, transmission failure, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Sweepstakes, or if the Sweepstakes is compromised or becomes technically corrupted in any way, electronically or otherwise, Sponsor reserves the right to cancel, modify or terminate the Sweepstakes and, if terminated before the original end date, to select the winner from among all eligible non-suspect entries received as of the date/time of termination. Sponsor reserves the right to disqualify and prosecute any individual who tampers with or attempts to tamper with the entry process or who enters using any automatic or programmed entry duplication method.

CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR OTHERWISE CORRUPT THE SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

8. Further Entry Conditions: Proof of submission of an entry does not constitute proof of receipt of entry by Sponsor. By entering, Entrants acknowledge their compliance with and agreement to be bound by these Official Rules and the Sponsor's decisions. All entries become the property of Sponsor and will not be returned.

9. Limitations on Liability: By entering, each Entrant agrees to abide by the terms of these Official Rules and by the decisions of Sponsor, and agrees to indemnify, release, defend and hold harmless Sponsor, their parent companies, subsidiaries, affiliates and agencies, (collectively, the "**Released Parties**"), from and against any and all liability for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury (including without limitation emotional distress) and/or death, publicity rights, defamation or invasion of privacy or merchandise delivery arising from or in connection with participation in the Sweepstakes or the acceptance, possession and/or use/misuse of a prize (if awarded to him/her) or his/her participation in prize-related activities (if applicable), including but not limited to travel related thereto. Furthermore, each winner, by accepting a prize, acknowledges that Sponsors have neither made nor is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to such prize, including, but not limited to, its quality, mechanical condition or fitness for a particular purpose.

10. Consent to Publicity: Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsors and their designees may use the winner's name, likeness, photo, and/or prize information in connection with the Sweepstakes for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Sponsors and their designees, shall have the right to edit, exploit, adapt, distribute, post, and create derivative works of, in whole or in part, and in combination with other materials, in any manner, for any advertising, promotional, trade, commercial or other purposes in any and all media,

now or hereafter devised, worldwide, in perpetuity, and without further payment or consideration, notification or permission.

11. Disputes/Venue/Governing Law: By participating, Entrants agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with this Sweepstakes or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal, state or local court located in the State of Minnesota; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (c) to the extent allowed by applicable law, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental and/or consequential damages and/or any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. 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 Sponsors in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules (whether of Minnesota or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than Minnesota.

12. Entrant's Personal Information: Information collected from persons participating in this Sweepstakes is subject to Sponsor's Terms of use and Privacy Policy <https://surlybrewing.com/privacy/>. Each Entrant expressly agrees to the use of his/her/their personal information for such purpose. The Released Parties will not sell, share or otherwise disclose information collected in any manner with third parties, other than those parties necessary to fulfill the above purposes, unless Entrant has given his prior express consent to receive additional information from the Released Parties or a third party.

13. Release: By participating in the Sweepstakes and/or accepting a prize, entrants and winners agree to release and hold harmless Sponsors, Woobox, Twitter, Inc., Instagram, LLC, Facebook Inc, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

14. General Conditions: Sponsor reserves the right to cancel, suspend, and/or modify the Sweepstakes, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible entries received up to time of such action using the judging procedure outlined above. Sponsor, in its sole discretion, reserves the right 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 the Official Rules of this or any other sweepstakes or in an unsportsmanlike or disruptive manner and void all associated entries. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek any and all remedies available from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

15. 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.

16. Disclaimer of Affiliation. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram, Facebook, Twitter, or Woobox. You understand that you are providing your information to Sponsors and Partner and not to Woobox, Instagram, Facebook, or Twitter. Any questions, comments or complaints regarding this Sweepstakes shall be directed to Sponsor or Partner and not to Woobox, 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. Woobox is a registered trademark of Woobox.

17. Sponsors:

Surly Brewing Co., 520 Malcolm Avenue SE, Minneapolis, Minnesota 55414.

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