

SURLY BREWING CO.
“WE FEST TICKET GIVEAWAY” CONTEST
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THE FOLLOWING PROMOTION IS VOID OUTSIDE THE STATE OF MINNESOTA. DO NOT ENTER THIS PROMOTION 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. FURTHER ELIGIBILITY RESTRICTIONS ARE BELOW. THIS PROMOTION WILL BE CONSTRUED AND EVALUATED ACCORDING TO APPLIABLE FEDERAL AND STATE LAW. MESSAGE & DATA RATES MAY APPLY.

1. Eligibility: The Surly Brewing We Fest Ticket Giveaway (the “Promotion”) is open only to legal residents of Minnesota 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 Surly Brewing Co. (“Sponsor”), any advertising or promotional agencies involved in the promotion, state alcohol beverage commissions, alcoholic beverage manufacturers, distributors, wholesalers and license 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 Promotion is void outside the 50 United States/D.C and where prohibited by law. The Promotion 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 Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Agreement To Official Rules: Participation in this Promotion constitutes your full and unconditional agreement to these Official Rules and Sponsor’s and Administrator’s decisions. These decisions are final and binding in all matters related to this Promotion. Receipt of a prize is contingent upon fulfilling all applicable requirements set forth herein.

3. How To Enter: There are two (2) platforms for participation:

Platform #1: QR Code Form Entry. Entrants scan a QR code provided on promotional materials in stores which direct entrants to a web form. In order to be eligible to win, entrants must complete the form with the required informations. Entry into the contest is free but is subject to the account provider’s applicable terms and conditions. If you enter the Contest via a mobile device using your wireless carrier’s network, standard data charges from your wireless carrier may apply. By entering a Submission, you agree that it conforms to the guidelines, permissions, and content restrictions below, and that Sponsor may disqualify you if it believes that your Submission fails to conform.

Platform #2: To participate via mail-in form:

[1] Visit www.surlybrewing.com/wefest for official mail-in address. Contest participants may choose to send a self-addressed card to:

WE FEST Ticket Giveaway
Surly Brewing Co.

**520 Malcolm Ave SE
Minneapolis, MN 55414**

[2] Participants must provide the following information:

- i. Legal First and Last name
- ii. Valid phone number
- iii. Home / mailing address
- iv. Valid email address
- v. Birthdate

4. Limit: There is a limit of one (1) entry submission per person/email address, per entry method, per week throughout the Promotion Period. Entries received in excess of the entry limit stated herein will be disqualified for purposes of the Promotion but may be used by the Sponsor.

5. 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; (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 Promotion; (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 Promotion; (ix) any typographical or other error in the printing or advertising of the offer, administration or execution of the Promotion, 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 Promotion 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 Promotion, or if the Promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, Sponsor reserves the right to cancel, modify or terminate the Promotion 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 PROMOTION OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION 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.

6. 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.

7. Drawing/Odds of Winning: Drawing will be conducted on or about July 15, 2022 by Sponsor or Sponsor's agent. Odds of winning will depend on the total number of eligible entries received. Potential winner will be notified by phone, mail or e-mail on or about July 30, 2022. Winning is contingent upon fulfilling all requirements of these Official Rules.

Sponsor's decisions as to the administration and operation of the Promotion and the selection of the potential winners are final and binding in all matters related to the Promotion. Sponsor will randomly select the potential Promotion winners from all eligible entries received during the Promotion Period, on or around May 30, 2022. Each potential winner will be notified by email, phone, or reply message and will be required to provide his/her name, mailing address, email address and date of birth to confirm eligibility and for prize fulfillment purposes within fourteen (14) days of the date notice or attempted notice is sent into order to claim the prize. Each potential winner will also be required to sign and return an Affidavit of Eligibility and W-9 and provide a copy of his/her valid driver's license, which must all be received by Sponsor within fourteen (14) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Affidavit of Eligibility or driver's license or provide any other requested information, within the required time period, or the prize is returned as undeliverable, the potential winner is disqualified and forfeits his/her prize. Receiving a prize is contingent upon compliance with these Official Rules. 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. Time permitting, only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

8. Prizes:

- ONE (1) GRAND PRIZE: 2 tickets to WE FEST August 4-6, 2022 in Detroit Lakes, MN. Up to twelve [2] potential concerts. Approximate Retail Value ("ARV"): \$100.00. Surly is not responsible for cancelled shows due to inclement weather, artists cancellation, or any other reason. Concerts information, times, and supporting acts will be announced as we know more. Tickets are non-returnable, and non transferable.
- 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. Winners are responsible for any/all taxes and fees associated with prize receipt. Grand prize winner must arrange collection of their winning tickets at Surly Brewing Co. on the day of the scheduled event. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period. Limit: one (1) prize per person.

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, Promoter, 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 Promotion 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 Sponsor and Promoter has 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 Sponsor, Promoter, and their designees may use the winner's name, likeness, photo, and/or prize information in connection with the Promotion 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. Sponsor, Promoter, 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 Promotion 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 Promotion, 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 Sponsor or Promoter in connection with the Promotion, 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 Promotion 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 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 Sweepstake and/or accepting a prize, entrants and winners agree to release and hold harmless Sponsor, 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 Promotion or receipt or use or misuse of any prize.

14. General Conditions: Sponsor reserves the right to cancel, suspend, and/or modify the Promotion, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Promotion, 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 Promotion or to be acting in violation of the Official Rules of this or any other Promotion 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 Promotion 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. Winners List: For a list of the winners, send a self-addressed stamped business-size envelope to: Surly Brewing "We Fest" Promotion, 520 Malcom Ave SE, Minneapolis, MN 55414. Requests must be received no later than August 15, 2022. The list will be sent after winners have been verified.

Surly brewing Co. is not affiliated with We Fest, associated acts or other sponsors, their work, management companies, personel, or affiliates. Surly Brewing Co. is not responsible or to be held liable for conduct, cancellations, or failuers to appear on behalf of the artists in question.

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