

**CUTWATER BACKYARD OASIS SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER FOR A CHANCE TO WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THE SWEEPSTAKES IS INTENDED FOR VIEWING IN AK, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MT, ND, NE, NJ, NM, NV, NY, OH, OR, PA, RI, SD, TN, TX, UT, VA, WA, WI AND WY ONLY AND WILL BE GOVERNED BY UNITED STATES LAW. VOID WHERE PROHIBITED.

1. ELIGIBILITY:

The “Cutwater Backyard Oasis Sweepstakes” (“Sweepstakes”) is open to legal residents of AK, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MT, ND, NE, NJ, NM, NV, NY, OH, OR, PA, RI, SD, TN, TX, UT, VA, WA, WI and WY who are twenty-one (21) years of age or older at the time of entry. Employees, contractors, directors, officers and agents of Anheuser-Busch, LLC, Cutwater Spirits, LLC, its affiliates and subsidiaries; advertising and promotion agencies, wholesale distributors, retail licensees, and all other service agencies involved with the Sweepstakes, and members of their immediate family (spouse, parent, child, sibling), are not eligible to enter or win. 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 and Administrator’s decisions which are final and binding in all matters related to this Sweepstakes. Winning a prize is contingent upon fulfilling all requirements as set forth herein.

2. SWEEPSTAKES PERIOD:

Sweepstakes begins at 12:00:00 a.m. Central Daylight Time (“CDT”) on June 17, 2020 and ends at 11:59:59 p.m. CDT on September 8, 2020 (“Sweepstakes Period”). Administrator’s computer is the official time keeping device for this Sweepstakes.

3. TWO (2) WAYS TO ENTER:

(a) Internet: Visit <http://cutwaterbbq.absweeps.net> (“Website”) during the Sweepstakes Period and follow the online instructions to complete and submit an online entry.

Automated entries are prohibited and any use of automated devices will cause disqualification. Entrants may not enter with multiple email addresses, nor use any other device or artifice, to enter multiple times or as multiple entrants. Any entrant who attempts to enter with multiple email addresses under multiple identities, or uses any device or artifice to register multiple times, will be disqualified and forfeits all prizes won, in Sponsor’s sole discretion. Multiple entrants are not permitted to share the same email

address. Should multiple users of the same email account enter the Sweepstakes and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said email account at the time of entry will be considered an entrant, and must comply with these Official Rules. The authorized account subscriber is the natural person who is assigned the email address by the ISP or other organization responsible for assigning email addresses. Potential winner may be required to show proof of being the authorized account subscriber.

(b) Text Message: Use your SMS-enabled mobile phone to text "SETYOURCOCKTAILFREE" to shortcode 78896 and you will receive information on how to submit an entry.

Participants must have a mobile phone with text messaging capabilities to enter by text message. If you wish to opt out, text STOP to 78896. Text HELP to 78896 if you would like more information. Participants entering this Sweepstakes via text message may incur a standard text message charge from their wireless service provider for each message sent and received. Check with your wireless service provider for details on these and other applicable charges. You may receive reply messages, and by entering, you expressly consent to receiving such messages. Participants are solely responsible for any such wireless charges. Not all wireless carriers participate.

For all entries: All entries must be received and recorded during the Sweepstakes Period. No other forms of entry are valid. Limit one (1) entry per person.

4. SWEEPSTAKES DRAWING:

Potential winners will be selected in a random drawing to be held on or about September 9, 2020 from among all eligible entries received by Administrator, whose decisions are final in all matters relating to this Sweepstakes. Odds of winning depend on the number of eligible entries received during the Sweepstakes Period.

5. WINNER NOTIFICATION:

All prizes will be awarded. Potential winners will be notified by email, phone call and/or text message (depending on their method of entry) and will be required to respond to the notification within forty-eight (48) hours indicating whether they can accept the prize. If a potential winner does not respond to the notification within the forty-eight (48) hour time period, prize will be forfeited and an alternate potential winner will be randomly selected. Any alternate potential winner selected will also be required to respond to the notification within the time frame stated above.

Potential winners may be required to complete, sign and return an affidavit of eligibility and liability and, unless prohibited by law, publicity release to Sponsor or Sponsor's representative within seventy-two (72) hours of prize acceptance. Subject to verification of eligibility and compliance with the terms of these Official Rules, including verification that the winner is twenty-one (21) years of age or older, the potential winner

will be declared an official winner of the Sweepstakes. If Sponsor cannot verify that the potential winner is twenty-one (21) years of age or older prior to winner notification, then the potential winner will be disqualified and an alternate potential winner will be randomly selected.

In the event of noncompliance within any stated time period, the prize will be forfeited and an alternate potential winner will be randomly selected. Any alternate potential winner selected will also be required to adhere to the time periods described herein. Any prize notification or prize returned to the Sponsor or its agencies as undeliverable will result in disqualification and the awarding of that prize to an alternate potential winner.

Released Parties are not responsible for suspended or discontinued Internet, wireless, or land-line phone service or a change in an entrant's email, phone number or mailing address which may result in a potential winner not receiving initial prize notification or his/her prize information.

6. PRIZE DETAILS:

Grand Prize (1 total): Winner will receive one (1) patio set, one (1) BBQ Grill, one (1) Cutwater cooler and one (1) \$150.00 pre-paid debit card. Terms and conditions received with delivery of pre-paid card apply. Approximate Retail Value ("ARV") is \$3,000.00.

First Prize (10 total): Each winner will receive Cutwater merchandise (exact items to be determined by Sponsor, in Sponsor's sole discretion). ARV is \$25.00.

For all Prizes:

If winner cannot accept the prize as specified, prize will be forfeited and awarded to an alternate winner. Total ARV of all prizes is \$3,250.00. Any difference between stated value and actual value will not be awarded.

Limit one (1) prize per person. Prizes are non-transferable and no cash equivalent or substitution of prize is offered, except at the sole discretion of Sponsor. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. Prize winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether it, in whole or in part, is used.

If Sponsor so elects, potential winner may be required to submit to a confidential background check. Such background check may include (but is not limited to) investigation of criminal, sexual offenses, or other arrest or conviction record, and any other factor deemed relevant by the Sponsor to help ensure that potential winner will not bring the Sponsor into public disrepute, contempt, scandal or ridicule or reflect

unfavorably on the Sponsor. If requested, potential winner agrees to sign waiver forms authorizing the release of personal and background information. In the event of noncompliance, to be determined at the sole discretion of Sponsor, prize will be forfeited and will be awarded to an alternate winner.

7. PUBLICITY:

Acceptance of prize offered constitutes permission for Sponsor to use winner's name, voice, biographical information and/or likeness for purposes of advertising and promotion without further compensation in all media now known or hereafter discovered worldwide and on the Internet without notice or review or approval as permitted by law.

8. RELEASE:

By accepting a prize, winners agree to release and hold Anheuser-Busch, LLC, Cutwater Spirits, LLC and Administrator harmless from all losses, damages, rights, claims and actions of any kind resulting from acceptance, possession or use of any prize, including without limitation, personal injuries, death and property damage.

9. GENERAL CONDITIONS:

Anheuser-Busch, LLC, Cutwater Spirits, LLC, Administrator, and their respective affiliates, subsidiaries, and agencies (collective the "Released Parties") are not responsible for lost, late, misdirected, unintelligible, returned or undelivered entries, telephone calls, text messages, email, or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website, or other connections availability, accessibility or traffic congestion, miscommunications, failed computer, network, telephone, satellite or cable hardware or software or lines, or technical failure, or jumbled, scrambled, delayed or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network. Persons who tamper with or abuse any aspect of this Sweepstakes or Website, or act in violation of the Official Rules, or act in any manner to threaten or abuse or harass any person, or violate Website's terms of service, as solely determined by the Sponsor or Administrator, will be disqualified. Released Parties are not responsible for any incorrect or inaccurate information whether caused by Website users, tampering, hacking, or by any of the programming or equipment associated with or used in this Sweepstakes, and assumes no responsibility for any errors, omission, deletion, interruption or delay in operation or transmission or communication line failure, theft or destruction or unauthorized website access. Any use of robotic, macro, automatic, programmed or like entry methods will void all such entries, and may subject that entrant to disqualification. Released Parties are not responsible for injury or damage to participant's or any other person's computer or property related to or resulting from participating in this Sweepstakes. Should any portion of Sweepstakes be, in the Sponsor's or Administrator's sole opinion, compromised by virus, worms, bugs, unauthorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair administration, security, fairness or proper play of this

Sweepstakes, or submission of entries, Sponsor and Administrator reserve the right at their sole discretion to suspend, modify or terminate the Sweepstakes, and randomly select the winner from valid entries received prior to action taken, or otherwise as may be deemed fair and equitable by the Sponsor. Text message entries will be deemed to have been submitted by the registered owner of the wireless number used to enter. In the event of a dispute regarding the identity of an online entrant, the authorized subscriber of the email account used to enter will be deemed to be the entrant, and must comply with these rules. The authorized account subscriber is the natural person who is assigned the email address by the ISP or other organization responsible for assigning email addresses. All materials submitted become the property of Anheuser-Busch, LLC and will not be returned. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU, AND THE FOREGOING PARAGRAPHS SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF SPONSOR OR ADMINISTRATOR'S NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

10. DISPUTE RESOLUTION:

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant, Administrator, and Sponsor in connection with the Sweepstakes, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor, shall be governed by, and construed in accordance with, the laws of the State of Missouri without giving effect to any choice of law or conflict of law rules. The place of arbitration shall be St. Louis, Missouri.

11. PRIVACY POLICY:

See Sponsor's privacy policy located at <https://cutwaterspirits.com/privacy-policy/> for details regarding the use of personal information collected in connection with this Sweepstakes. If you are verified as a prize winner, your first name, last initial, city and state will be included in a publicly-available winner's list.

12. SPONSOR:

Anheuser-Busch, LLC, One Busch Place, St. Louis, MO 63118.

Cutwater Spirits, LLC, 9750 Distribution Ave, San Diego, CA 92121.

13. ADMINISTRATOR:

Rio Creative, 16630 Old Chesterfield Road, Chesterfield MO 63017

14. WINNER'S LIST:

For the names of the winners, hand-print your name and complete address on a 3" x 5" card and mail to: Cutwater Backyard Oasis Sweepstakes Winners List Request, 16630 Old Chesterfield Road, Chesterfield, MO 63017, for receipt by November 8, 2020.

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