

## Sam Adams Oktoberfest 2022 Official Rules

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** Sam Adams Oktoberfest 2022 (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least twenty-one (21) years old at the time of entry. Employees of The Boston Beer Company ("Sponsor"), Merkle Inc. ("Administrator"), and their parent and affiliate companies, advertising and promotion agencies, wholesale distributors, retail licensees, and all other service agencies involved with the Sweepstakes as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. 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. Sponsor's and Administrator's decisions are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** The Boston Beer Company, One Design Center, Suite 850, Boston, MA 02210.  
**Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Timing:** The Sweepstakes begins on August 1, 2022 at 12:00 a.m. Eastern Time ("ET"), ends on October 31, 2022 at 11:59 p.m. ET (the "Promotion Period") and consists of thirteen (13) weekly entry periods (each a "Weekly Entry Period" as set forth below).

<b>Weekly Entry Period</b>	<b>Start Date (at 12:00 a.m. ET)</b>	<b>End Date (at 11:59 p.m. ET)</b>	<b>Approximate Draw Date/Winner Notification Date</b>
Week 1	August 1, 2022	August 7, 2022	August 15, 2022
Week 2	August 8, 2022	August 14, 2022	August 22, 2022
Week 3	August 15, 2022	August 21, 2022	August 29, 2022
Week 4	August 22, 2022	August 28, 2022	September 6, 2022
Week 5	August 29, 2022	September 4, 2022	September 12, 2022
Week 6	September 5, 2022	September 11, 2022	September 19, 2022
Week 7	September 12, 2022	September 18, 2022	September 26, 2022
Week 8	September 19, 2022	September 25, 2022	October 3, 2022
Week 9	September 26, 2022	October 2, 2022	October 10, 2022
Week 10	October 3, 2022	October 9, 2022	October 17, 2022
Week 11	October 10, 2022	October 16, 2022	October 24, 2022
Week 12	October 17, 2022	October 23, 2022	October 31, 2022
Week 13	October 24, 2022	October 31, 2022	November 7, 2022

Administrator's computer is the official time-keeping device for the Sweepstakes.

**4. How to Enter:** During the Promotion Period, use your smart phone or other web-enabled device with data plan to scan the Sweepstakes quick response ("QR") code featured on signs or promotional materials. You will be directed to a mobile Web page at <https://www.itsyourtimetostein.com> (the "Website") or visit the Website directly. Then, follow the links and instructions to upload a photo of either yourself, your pet, or any photo you want to be printed on the prize (your "Photo"). The Photo must be on a clear or light background, from the shoulders up (if photo of yourself), and your Photo must be legible. If you are selected as a winner, your Photo will be printed on the prize, as outlined in Section 6 below. Once your Photo is approved and meets all the listed criteria, you will receive one (1) Sweepstakes entry into the applicable Weekly Entry Period drawing.

Limit: You may enter one (1) time during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being an authorized account holder.

Any Photo that violates any of the below content restrictions will not be eligible as a Sweepstakes entry submission.

Content Restrictions:

- Your Photo must be your original work;
- Your Photo must not convey any claims of Sponsor's products or services that would be deemed unsubstantiated or deceptive if made by Sponsor;
- Your Photo must not disparage Sponsor or any other parties;
- Your Photo must not depict the act of drinking;
- Your Photo must not portray, encourage, or condone drunk driving;
- Your Photo must not depict situations where Sponsor's product is being consumed excessively, in an irresponsible way, or in any way illegally;
- Your Photo must not portray persons in a state of intoxication or in any way suggest that intoxication is acceptable conduct;
- Your Photo must not employ any symbol, gesture, or cartoon character that is intended to appeal primarily to persons below the legal purchase age;
- Your Photo must not employ any entertainment figure or group that is intended to appeal primarily to persons below the legal purchase age;
- Your Photo must not depict Santa Claus;
- Your Photo must not associate or portray Sponsor's product drinking before or during activities which require a high degree of alertness or coordination;
- Your Photo must not employ religion or religious themes;
- Your Photo must not disparage competing alcoholic beverages;
- Your Photo must not depict retail outlets as well kept and respectable establishments;
- Your Photo must not show littering or otherwise improper disposal of Sam Adams containers, unless the scenes are used clearly to promote anti-littering and/or recycling;
- Your Photo must not contain material that violates or infringes another's rights and therefore may not include logos, trademarks or any other intellectual property other than those of the Sponsor;
- Your Photo must not make references to or include: alcohol, illegal drugs, tobacco, or firearms/weapons, any activities that are or appear to be dangerous, or any political agenda;
- Your Photo may not be indecent, obscene, sexually explicit, hateful, promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; and
- Your Photo may not be tortious, defamatory, libelous, disparage Sponsor or any other person or party, or contain material that is unlawful in any way.

Permissions: Entrant must have permission from any recognizable individuals who appear in the Photo to use their names and likenesses in the Photo and to grant the rights set forth herein. **Those that are under the age of twenty-one (21) may not be included in the Photo.** If requested, entrant must be able to provide such permissions or proof in a form acceptable to Sponsor.

Sponsor's Use of Photo Content: Uploading a Photo constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Photo.

By Submitting a Photo Entrant Hereby Agrees:

- That you own all copyright in and to the Photo submitted and agree to assign all your rights to Sponsor, and its subsidiaries, affiliates, and its agents.
- That you have obtained authorization from any and all individual(s) featured in your Photo and confirm those individual(s) agree to allow you to submit a Photo bearing their name, image and likeness in connection with your submission of the Photo and understand that such Photo could be shared on social media platforms outside of Sponsor's control.
- That you will indemnify, defend and hold Sponsor harmless from any and all damages, liabilities, fees and costs incurred in defending against any third party claims or threat of claims asserted against Sponsor arising from use of the Photo.

**Bonus Sweepstakes Entries:** After you enter the Sweepstakes, you will have the opportunity to participate in the following bonus Sweepstakes entry methods.

- a. Facebook Referral: During the Promotion Period, after you register for the Sweepstakes via the Website, you will have the opportunity to share a message about the Sweepstakes on your Facebook wall. The wall post will contain a unique link to the Sweepstakes. If a friend subsequently enters the Sweepstakes through the unique link, you will receive one (1) bonus Sweepstakes entry into the applicable Weekly Entry Period drawing. Limit: Each entrant may receive one (1) bonus Sweepstakes entry during the Promotion Period via this method.
- b. Twitter Share: During the Promotion Period, after you register for the Sweepstakes via the Website, follow the links and instructions to share this Sweepstakes on Twitter by clicking on the link to tweet the prepopulated message and you will earn one (1) bonus Sweepstakes entry into the applicable Weekly Entry Period drawing. Limit: Each entrant may receive one (1) bonus Sweepstakes entry during the Promotion Period via this method.

**5. Drawings:** Administrator is an independent judging organization whose 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. Administrator will randomly select the potential Sweepstakes Weekly Entry Period winners, from all eligible entries received for each applicable Weekly Entry Period, on or around the date outlined in the table in Section 3. *Non-winning Weekly Entry Period entries will carry over to subsequent Weekly Entry Periods.* The potential winners will be notified by email. Potential winners may be required to provide their name, home mailing address (P.O. Boxes may not be permitted), and date of birth to confirm eligibility and for purposes of prize fulfillment within five (5) days of the date notice or attempted notice is sent, in order to claim his/her/their prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide any other requested information within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits his/her/their prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason or forfeits the prize, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

**6. Prizes:** SIX HUNDRED FIFTY (650) GRAND PRIZES (fifty (50) prizes awarded per Weekly Entry Period): One (1) custom Sam Adams branded beer stein (customization will be based on the provided Photo submitted during registration for this Sweepstakes). Approximate Retail Value (“ARV”): \$80.00.

Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period. Limit: one (1) prize per person. Total ARV of all prizes: \$52,000.00.

**7. Release:** By receipt of any prize, winners agree to release and hold harmless Sponsor, Administrator, 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.

**8. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**9. 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, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance and may modify the prizes offered herein. Sponsor reserves the right, in its sole discretion, 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 promotion or in an unsportsmanlike or disruptive manner. 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 damages 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.

**10. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**11. Disputes:** Except where prohibited, entrant agrees that: (1) 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 United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

**12. Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's Privacy Policy <https://www.samueladams.com/privacy-policy>. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personally identifying information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

**13. Winner List:** For a winner list, click [here](#). The winner list will be posted after winner confirmation is complete.

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