



Date: June 20, 2024
Client: New Belgium Brewing Company, Inc.
Program: Voodoo Ranger IPA Tall Boy Sweepstakes
Subject: Official Rules – Final

Legal Disclosures for promotion creative:

NO PURCHASE NECESSARY. Void where prohibited. Open to 50 US/DC residents, 21 or older, who, as of 6/23/24, have a Cash App account & a web-enabled mobile device with unlimited texting plan. Employees of alcoholic beverage retailers or distributors and their family members are not eligible to win. Starts 6:00 PM ET on 6/24/24 and ends 8:59 PM ET on 7/3/24. See rules/entry periods at www.tallboysonly.com. Sponsor: New Belgium Brewing Company, Inc.

Legal Disclosures for Social Posts:

No Purch Nec 50 US/DC 21+ Ends 7/3. Rules: www.tallboysonly.com

Legal Disclosures for Text Messages:

No Purch Nec 50 US/DC Must be 21 or older to enter. Ends 7/3. Rules: www.tallboysonly.com. Message/data rates apply. Help, text HELP to 1-231-2-RANGER. Opt out, text STOP to 1-231-2-RANGER. By participating, you consent to send & receive up to 10 text messages (excl error messages) relating to each entry. Consent not a condition of purchase.

**VOODOO RANGER IPA TALL BOY SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER THE SWEEPSTAKES.
A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.

- PROMOTION PERIOD:** The Voodoo Ranger IPA Tall Boy Sweepstakes (the “**Sweepstakes**”) begins at 6:00 p.m. Eastern Time (“**ET**”) on June 24, 2024 and ends at 8:59 p.m. ET on July 3, 2024 (the “**Promotion Period**”). The Promotion Period consists of ten (10) days, with each day beginning at 6:00 p.m. ET and ending at 8:59 p.m. ET (each, a “**Day**”). During each Day, there will be three (3) hourly Entry Periods (6:00-6:59 p.m. ET; 7:00-7:59 p.m. ET; and 8:00-8:59 p.m. ET) for a total of thirty (30) Entry Periods throughout the Promotion Period (each, an “**Entry Period**”).
- ELIGIBILITY:** The Sweepstakes is open only to legal residents of the 50 United States and the District of Columbia, who are 21 years of age or older as of date of entry, who, as of June 23, 2024, have a Cash App account and a web-enabled 2-way text-messaging capable device (“**Device**”) with unlimited texting plan. Employees of New Belgium Brewing Company, Inc. (“**Sponsor**”), Don Jagoda Associates, Inc. (“**Administrator**”), their respective parents, subsidiaries, divisions, affiliates, suppliers, distributors and advertising, promotional and judging agencies (collectively, “**Released Parties**”), any person affiliated with the alcoholic beverage industry, including but not limited to retailers or distributors of alcohol beverage products, employees of retailers or distributors of alcohol products and their immediate and extended family members (including but not limited to spouses, domestic partners, parents, children, and siblings), and household members of each (whether related or not) are not eligible to participate or win. Void where prohibited by law. All federal, state and local laws and regulations apply. 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 the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

3. **HOW TO ENTER:** During the Promotion Period, using your Device, text the phrase "Bad Date" to 1-231-2-RANGER. After your message with the phrase is received, follow the prompts and provide the information requested, including providing your \$Cashtag, to receive one (1) entry into that Entry Period's drawing and any subsequent Entry Periods' drawing(s) for that Day ("**Entry**"). Entries must be received by 8:59 PM ET on July 3, 2024 to be eligible for the final Day's and final Entry Period's drawing. Multiple entrants are not permitted to share the same phone number to submit an Entry. Limit one (1) Entry per originating phone number per Day. Sponsor cannot guarantee this Sweepstakes will be available via all wireless service providers. If you wish to opt out of receiving reply text messages, text STOP to 1-231-2-RANGER. Text HELP to 1-231-2-RANGER for support. By texting the phrase "Bad Date" to 1-231-2-RANGER, you agree that you are providing Sponsor and Administrator express, written consent for you to send and receive up to 10 text messages (excluding error messages), relating to the Sweepstakes. Consent is not a condition of any purchase.
4. **RANDOM DRAWINGS:** Each Day (10 total), three (3) random drawings will be conducted from among all Entries received for each Entry Period to determine the amount of winners (as broken out below) for the 30 Entry Periods. Random drawings will be conducted by Administrator, an independent judging organization whose decisions are final on all matters relating to the Sweepstakes. Entries will be carried forward to subsequent Entry Period(s)' drawing(s) but not subsequent Day's drawing(s). The odds of winning will depend on the total number of eligible Entries received for each Entry Period each Day.
5. **PRIZES:** Prizes (2,000 – 200 per Day): \$5, awarded as a Cash App transfer. For each Day, sixty-five (65) prizes will be awarded for the first two Entry Periods and seventy (70) prizes will be awarded for the third Entry Period.

Limit one (1) prize per person/\$Cashtag. Alcohol is not included with the prize. Winners will be required to use their Cash App Account in order to receive Cash App payment. It is free to download the Cash App and create a Cash App account either by visiting www.cash.app or by visiting your App Store. By submitting your information and creating a Cash App account, you will be required to agree to the Cash App terms of service at <https://cash.app/legal/us/en-us/tos> and privacy notice at <https://cash.app/legal/us/en-us/privacy>. If you do not agree to the Cash App terms of service and privacy notice, you cannot create a Cash App Account or claim a Cash App payment prize.

6. **GENERAL CONDITIONS, RELEASE AND LIMITATION OF LIABILITY:** Prizes will automatically be transferred to the winners' Cash App accounts provided in their Entry once winners are verified as eligible. Return of any Prize as undeliverable, or providing an invalid \$Cashtag or if a winner is under 21 years of age, it will result in disqualification without further notice and an alternate winner may be selected in a random drawing from among all remaining eligible Entries received for that drawing. Prizes are awarded "as is" with no warranty or guarantee, either expressed or implied by Sponsor. No transfer, assignment, substitution for any prize will be permitted. In no event will more than the stated number of prizes be awarded. If an entrant submits more than the stated number of Entries permitted, and/or if the Sponsor or Administrator suspects that an entrant attempted to obtain additional Entries by using multiple or different email addresses, registrations, identities or any other method, Sponsor and Administrator will void that entrant's Entries and that entrant may be disqualified. Entries generated by script, macro or other automated means and Entries by any means which subvert the entry process are void. Entries will not be

acknowledged or returned. The Released Parties are not responsible for lost, late, incomplete, misdirected, invalid or unintelligible Entries, which will be disqualified. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, sweepstakes entry services to create fraudulent phone numbers and/or identities) will void all Entries by that entrant. In the event of a dispute as to any Entry, the authorized account holder of phone number associated with the Device used to enter will be deemed to be the entrant. The "authorized account holder of a Device" is the natural person in whose name the Device has been issued and the services are billed. Potential winners may be required to show proof of being the authorized account holder associated with the Entry. The Released Parties assume no responsibility or liability for damages, losses or injury resulting from acceptance, use or misuse of any prize. In exchange for the right to participate in the Sweepstakes, entrants/winners agree to release, discharge and hold harmless Released Parties from and against any and all liability (including, but not limited to, damages caused or claimed to be caused, losses, or injury) arising out of participation and/or acceptance/use or misuse of the prize, and agree to be bound by these Official Rules and Administrator's or Sponsor's decisions, which are final. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. The Released Parties are not responsible for any typographical or other error in the printing of the Sweepstakes material, administration of the Sweepstakes or in the announcement of the prizes. NOTICE: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. The Released Parties are not responsible for faulty, incorrect, undeliverable or mistranscribed phone/email transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind including any injury or damage to any person's computer, phone or Device related to or resulting from participating in or experiencing any materials in connection with the Sweepstakes, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer or device transmission that may limit a user's ability to participate in the Sweepstakes. The Released Parties assume no responsibility for undeliverable emails, including but not limited to those resulting from any form of active or passive email filtering by a user's Internet service provider and/or email client or for insufficient space in user's email account to receive email. All entrants understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state, territory, or country that may be applicable with respect to the foregoing release are hereby expressly and forever waived. All participating entrants acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims. Sponsor reserves the right to cancel or modify the Sweepstakes if fraud, misconduct or technical failures threaten the integrity of the Sweepstakes; or if a computer virus, bug, or other technical problem corrupts the administration or security of the Sweepstakes as determined by Sponsor and Administrator, in their sole discretion. In the event of termination, a notice will be posted online and the drawings will be conducted from among all eligible Entries received for each applicable drawing, prior to termination. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules.

7. PUBLICITY: Acceptance of a prize constitutes permission for the Sponsor and its agencies to use winner's name and/or likeness and Entry for purposes of advertising and trade without further compensation, including a winners list, unless prohibited by law.
8. DISPUTES: THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF COLORADO, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, each entrant agrees that any and all disputes that cannot be resolved between the parties, and all causes of action arising out of or connected with this Sweepstakes, shall be resolved individually without resort to any form of class action and exclusively before a court having jurisdiction located in Larimer County, Colorado. In any such dispute, under no circumstances will entrant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental or consequential damages, including reasonable attorneys' fees, other than entrant's actual out-of-pocket expenses (e.g., evidenced costs associated with entering this Sweepstakes). Entrant further waives all rights to have damages multiplied or increased.
9. PRIVACY: Any personal information that an entrant provides in connection with the Sweepstakes shall be used by Sponsor and Administrator to administer this Sweepstakes, contact entrants, and for the other purposes set forth in the Sponsor's privacy policy located at <https://www.newbelgium.com/privacy/>. By entering this Sweepstakes, you agree to and accept that privacy policy. If entrant authorizes, by opting in, Sponsor may provide entrant with information relating to products, services and promotions of Sponsor and affiliates of Sponsor.
10. SPONSOR: New Belgium Brewing Company, Inc., 500 Linden Street, Fort Collins, CO 80524.
11. ADMINISTRATOR: Don Jagoda Associates, Inc., 100 Marcus Drive, Melville, NY 11747.