

## OFFICIAL YUENGLING TEXT2WIN "JFBB SKI AND STAY PROMOTION" SWEEPSTAKES RULES

**1. SPONSOR:** D.G. Yuengling & Son, Inc., 5<sup>th</sup> and Mahantongo Streets, Pottsville PA 17901.

**2. ELIGIBILITY:** There is no purchase necessary to enter or to win. A purchase will not increase your chances of winning. The Yuengling Text2Win Sweepstakes is open to legal U.S. residents of PA, NJ, DE who are 21 years of age or older as of the date of their entry or the expiration of this contest. Satisfactory proof of age and identification will be required. Void where prohibited by law. By entering the sweepstakes by text or mail the entrant or winner is agreeing to all these rules. Sponsor reserves the right to void any entry or winner not in compliance with the rules stated above and below. Sponsor reserves the right to terminate the sweepstakes at any time and to change the rules.

**3. HOW TO ENTER:** Simply text by wireless, SMS-capable phone the stipulated and advertised keyword in your geographic area for this program to the short code number, 74455. The text keyword is found on all sweepstakes point-of-sale materials. All entries are logged and inventoried by computer. You may not receive any notice that you have been entered. All entries must be received by 11:59:59 PM EST on February 13, 2012. You may enter as often as you wish and are not limited to only one entry, however multiple entries from the same cell phone will not increase your chances of winning. You must be 21 years of age and text from your own cell phone. Your cell phone carrier's standard text-message rates apply. There is no cost from the Sponsor for texting to win. Other charges may apply; check your mobile plan for details. Available on participating carriers only. Important notice: Your wireless service provider may charge you for each text message you send and receive. Please consult your wireless service provider regarding pricing plans. **Alternate method of entry:** You may also enter by submitting a 3" x 5" card with your full name, address, city, state, zip, cell phone or telephone number, email address, date of birth and the text keyword for your geographic area. All entries must be complete and legible to be valid. All incomplete/illegible entries are void. Mail your entry to: Yuengling Text2Win Sweepstakes, Ashley Advertising, 2825 Soni Dr., Trooper, PA 19403 (also referred to as "Agency"). Limit of one (1) entry per person. No mechanically reproduced or photocopied entry forms will be accepted. All text and mail-in entries must use the stipulated text keyword to enter this sweepstakes. Entries must be postmarked no later than February 13, 2012. Any entry post marked later than February 13, 2012 and as mail entry not received within 5 days after February 13, 2012 is immediately considered invalid.

**4. CONTINUAL/TRANSMISSION USE:** Sponsor may from time to time text you specials, offers, features, promotions or advertising that it deems appropriate. By entering this Sweepstakes you agree to these terms and conditions and agree to accept such text messages. Participants will be provided an option to opt out of any additional text messages. It is the participants' responsibility to opt out of receiving any additional text messages when prompted.

**5. DRAWING/GENERAL CONDITIONS:** Finalists will be selected one (1) day from the final date, February 13, 2012, of the contest in a random computer drawing conducted under the supervision of Ashley Advertising, whose decisions are final and binding. Finalist will be notified by a text message to the cell number the Finalist used when the Finalist entered by text or at the cell phone number or e-mail addresses provided in a mail-in entry. The agency will attempt to contact the potential Finalist by these methods only. The Finalist will be required to sign and return (via certified mail) an Affidavit of Eligibility, Waiver and Release and a W-9 Federal I.D. form, post marked within seven (7) days of receipt of notification or an alternate Semi-Finalist will be selected. In the event that the Finalist selected not be confirmed and verified by February 20, 2012, the trip will be awarded to another participant. The Finalist

will be required to execute a liability/publicity release (except where prohibited). Failure to return the affidavit and release and Federal Tax ID form in seven (7) days, or by February 20, 2012, whichever comes first, constitutes forfeiture of the prize and the prize will be awarded to an alternate Finalist. Sponsor reserves the right and insists that the Finalist present valid state photo identification proving they are 21 years of age or older and their identity. If the Finalist is employed during this contest they must also prove to the Agency their place of employment. If prize notification is unsuccessful, or in the event of non-compliance with any of these rules, regulations, terms or conditions, the prize will be forfeited and an alternate Finalist will be selected from the remaining eligible entries. By entering the sweepstakes by text or mail the entrant or Finalist is agreeing to all these rules. Sponsor reserves the right to void any entry or Finalist not in compliance with the rules stated above or below. Prize acceptance constitutes permission by the Finalist (except where prohibited by law) to use, print, publish and broadcast in any media at any time, the Finalist's name, photograph, identity, portrait, voice, likeness and biographical information for publicity purposes without additional compensation or review.

**6. PRIZE/ODDS:** No duplicate winners. No winners will be awarded more than one prize per contest. Actual odds of winning depend on the number of valid entries received in each division.

Grand Prize winners will receive a certificate valid until May 25, 2012 consisting of the following: 1) A two (2)-day/one (1)-night trip for two (2) to a resort of the Sponsor's choice consisting of standard double occupancy hotel accommodations (one (1) room), two (2) ski lift passes. Transportation, food and beverages are the sole responsibility of the prize winner. Sponsor reserves the right to substitute a similar prize of equal or greater value at its sole discretion.

**7. RELEASE OF LIABILITY:** By entering the Yuengling Text2Win Sweepstakes, all entrants and Finalists agree to release and hold harmless D.G. Yuengling & Son, Inc., Ashley Advertising, participating mobile service providers and their respective parent companies, distributors, affiliates and subsidiaries, their respective service agencies and independent contractors; their respective directors, officers, agents and employees; and all others associated with the development and execution of this sweepstakes (collectively, the "released parties") from any and all liability with respect to or in any way arising from the sweepstakes, participation in any sweepstakes-related activity event or travel and/or acceptance, possession or use or misuse of the prize, or delivery or misdelivery of the prize, regardless of whether such claims are founded in whole or part upon alleged negligence, gross negligence or willful misconduct of any of the released parties, and including, without limitation, liability for any personal injury, bodily injury (including but not limited to wrongful death or disability), damage to or loss of property or damage or loss of any other kinds. Each entrant and winner also waives all rights to claim damages and losses including but not limited to punitive, incidental and consequential damages and rights to have damages multiplied or increased. If, for any reason, the sweepstakes is not capable of running as planned by the Sponsor, including but not limited to federal, state, or local laws, delays, fraud, technical failures, or any other causes that, in the sole opinion of Sponsor, could corrupt or affect the administration, security, fairness, integrity, or proper conduct of this sweepstakes, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the sweepstakes. Sponsor is not responsible for late, lost, stolen, misplaced, misdirected, damaged, incomplete or incorrect cell phone numbers, text or mail-in entries. Sponsor, its agency and their affiliates are not responsible for transmission, mechanical, electrical or computer errors. All entries become the exclusive property of the Sponsor and Ashley Advertising and will not be returned. Sponsor and its agency are not responsible for wrong addresses, non-delivered or delayed mail or texted entries.

**9. WINNERS LIST:** For a list of winners, send a self-addressed, stamped envelope no later than thirty (30) days from the expiration date of the contest to: Yuengling Text2Win Sweepstakes, Ashley Advertising, 2825 Soni Drive, Trooper, PA. 19403.

**10. EXEMPTIONS:** Employees of D.G. Yuengling & Son, Inc., their distributors and any suppliers, distributors, retailers or other persons licensed to sell alcoholic beverages and their respective employees, affiliates, subsidiaries, advertising or promotions agencies, or immediate family members are not eligible to participate. Any person licensed to sell alcoholic beverages, as well as members of the same household of any such employee or agent, may not participate. Immediate family is defined as: Mother, Father, Spouse, Children, Son-In-Law, Daughter-In-Law, Mother-in-Law, Father-in-Law, Grandmother, Grandfather, Grandchildren or any relative or other person residing in such exemption's place of residence.

**11. COMMENCEMENT/EXPIRATION DATES:** The Sweepstakes begins on December 1, 2011 at 12:01 AM and ends at 11:59:59 PM EST on February 13, 2012.

**12. TRANSMISSION COST:** There is absolutely no cost charged to either you or your cell phone by the Sponsor to enter this sweepstakes; however your normal text charges will apply. Sponsor in no way will be liable for your text or cell phone expenses and assumes absolutely no liability.

**13. CLAIMS:** Any claims or controversies relating to or arising from this sweepstakes shall be governed by and interpreted in accordance with the laws of the State of Pennsylvania without regard to the conflicts of law principles thereof and shall be brought in the State and Federal Courts located in Schuylkill County, Pennsylvania. Each entrant agrees to that venue and jurisdiction and the exclusive jurisdiction of those courts and waives any and all objections to jurisdiction and venue in those courts. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental; or consequential damages, including reasonable attorneys fees, other than participates actual out-of-pocket expenses (i.e. costs associated with entering this sweepstakes) and participant further waives all rights to have damages multiplied or increased.