## YUENGLING® LITTLE GUY® SWEEPSTAKES OFFICIAL RULES NO PURCHASE NECESSARY

1. HOW IT WORKS: Beginning on or about 08/01/12, legal U.S. residents of Ohio, who are 21 years of age or older, may enter to become one of six (6) Finalists in the Yuengling Little Guy Sweepstakes. Employees, directors, officers, and agents of D.G. Yuengling & Son, Inc., ("Sponsor"), involved in the Sweepstakes, as well as the members of each of their immediate families (spouse, parents, children, siblings, and in-laws) and persons residing in the same household as such individuals are not eligible to enter or win. Employees of alcohol beverage retailers and distributors are also not eligible to enter or win. Void where prohibited by law.

2. PROMOTION PERIODS FOR ENTRY METHODS 3(A) and 3(B):

Promotion Periods	Entry Period	Text Message Entry Received By:	Mail-In Entry Received By:	Drawing Date
1	08/01/12 to 10/31/12	11:59:59 PM ET 10/31/12	5:00 PM ET 11/05/12	11/06/12

- 3. HOW TO ENTER: There are two (2) ways to enter to be considered in a random draw for a chance to be a finalist. Not responsible for lost, late, postage due, mutilated, illegible or incomplete entries. All entries become the sole property of D.G. Yuengling & Son, Inc., ("Sponsor") and will not be returned.
  - A. Use an SMS-enabled device to text keyword communicated on advertising materials at participating retailers' locations to 74455 ("Text Message Entry"). All text entries must be received by date and times specified above in #2.
  - B. Hand print on a 3" x 5" paper, your complete name, address, birth date, email address (optional), cell phone number, and sign your name. Mail entry with first-class postage affixed to: Yuengling Little Guy 2825 Soni Drive Trooper, PA, 19403. All mail-in entries must be post marked by date and times specified above in #2.

For Text Message Entries: Only text messages with an eligible keyword will automatically be credited with one entry in the Sweepstakes. Standard text message and data rates apply to each message sent or received. Other charges may apply; check your mobile plan for rates/details. Participation may not be possible on all carriers. For help, text the word HELP to 74455. To cease receiving messages regarding the Sweepstakes, text the word STOP to 74455. Please note that proof of text message submission does not constitute proof of delivery/receipt. Limit one text message entry per wireless account. If more than one (1) entry is received from the

same person, or phone number, only the first entry will be considered valid and Sponsor may choose to disqualify all entries submitted by that person at Sponsor's sole discretion.

## 4. FINALIST SELECTION/NOTIFICATION AND SIX (6) GRAND PRIZE

WINNERS: A random drawing for six (6) Finalists for the promotion period from among all eligible entries received via Rule 3(A) and 3(B) combined will be conducted on 11/06/12. A Sponsor representative, whose decisions are final on all matters relating to the Sweepstakes, will conduct the drawings. All Finalists will be notified by phone within five (5) days following the drawing date, and will be asked to comply by signing a waiver and verifying age of 21 and older.

- 5. APPROXIMATE RETAIL VALUE ("ARV"): **One (1) Grand Prize:** prize includes one (1) 2012 Little Guy Trailer. **Prize vehicle is in "as is" condition.** Make, model and options determined by Sponsor at its sole discretion. Prize does not include additional options, license, insurance, title, registration fees or taxes. Winners must take delivery of prize at a dealership as designated by Sponsor and must possess and provide proof of a valid U.S. driver's license and proof of liability insurance. ARV \$6,000.00. Actual value of the prize will be determined by Sponsor's appraisal at the time the prize is awarded. **ARV of all prizes \$6,000.00**.
- 6. WINNER VERIFICATION: Potential Finalists are subject to verification of eligibility and compliance with these Official Rules. The potential Grand Prize winners will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) within two (2) days of attempted notification or prize will be forfeited in its entirety and may be awarded to an alternate winner. Failure to provide all required information and a signature on the documents will result in forfeiture of winner's right to claim a prize and may be awarded to an alternate winner. The potential Grand Prize winners may be subject to a background check before the prize will be awarded; if a potential winner has been convicted of a felony or any other crime that would reflect negatively on the Sponsor, the potential winner may be disqualified and the prize will be awarded to an alternate winner. In the event of noncompliance with these Official Rules, or if prize notification or prize is returned as undeliverable, the prize will be forfeited and may be awarded to an alternate winner by conducting a random drawing from the remaining eligible finalists.
- 7. PRIZE TERMS: Finalist opportunities and prize are not transferable and include only the item specifically listed as part of each prize. No substitution or cash equivalent of prize is permitted except at the sole discretion of the Sponsor. If 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. Any portion of prize not accepted by winner will be forfeited. Federal, state, and local taxes on prize and any expenses relating to the acceptance of and use of prize not specified herein are the responsibility of winner. Sponsor will issue an IRS Form 1099-MISC for each winner whose prize is valued at \$600 or more. Approximate retail value is as of the time the

rules were printed and the value of a prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the prize at the time the prize is awarded.

- 8. Winner agrees to accept the prize AS IS, WITH ALL FAULTS. SPONSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE QUALITY OR CONDITION OF THE PRIZE AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 9. ADDITIONAL TERMS: Sponsor is not responsible for late, lost, misdirected, mutilated, incomplete or illegible entries or mail. Sponsor is not responsible for incorrect or inaccurate entry information whether caused by entrant or by any of the equipment or programming associated with or utilized in the Sweepstakes, or by any technical or human error, which may occur in the processing of the entries. Sponsor assumes no responsibility for undeliverable text messages resulting from filtration of a user's internet service provider or wireless phone carrier network. Sponsor is also not responsible for any technical problems, malfunctions of any telephone service, computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission that may affect the ability of consumers to participate, or for any damage to any participant's computer system/software related to or resulting from participation in this Sweepstakes. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of entrants. In the event of a dispute regarding the identity of a winning entrant, the entry will be deemed made by the authorized account holder of the cell phone number from which a Text Entry was sent (i.e. the natural person assigned to the number by a service provider). Potential winners may be required to provide Sponsor with proof that he/she is the authorized account holder of the cell phone number associated with the winning entry. 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. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE/PHONE SERVER OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAW AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH ENTRANT, AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Proof of submission of an entry will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for any typographical, technical, or other error in the Sweepstakes offer, administration of the Sweepstakes or in the announcement of prize winners. In the event of printing/production/typographical error, irregular or invalid code/message or equipment error, neither D.G. Yuengling & Son, Inc., its parent companies, their distributors, alcohol beverage retailers, affiliates, subsidiaries, advertising and

promotion agencies, or their respective agents or agencies shall have any liability. In no event will more than the number of prizes stated in these Official Rules be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received. In the event Sponsor is prevented from continuing with the Sweepstakes or the integrity and/or feasibility of the Sweepstakes is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the Sweepstakes without any further obligation. If Sponsor, in its discretion, elects to alter this Sweepstakes as a result of a Force Majeure event, a notice will be posted on www.yuengling.com. In the event of cancellation, Sponsor will award the prizes in a random drawing from among all valid and eligible entries received up to the time of such cancellation, providing a sufficient number of entries are received. By participating in this Sweepstakes and submitting an entry, each entrant agrees: (i) to be bound by these Official Rules, including all entry requirements; (ii) to hold Sponsor, its representatives, directors, officers, agents, divisions, dealers, affiliates, subsidiaries, distributors, advertising and promotional agencies, employees and assigns (collectively, the "Released Parties"), harmless against any and all claims, injuries, damages, losses and liability that may occur, directly or indirectly, in whole or in part, from the participation in the Sweepstakes or from the receipt or use of any prize or any travel or activity related to the receipt or use of any prize; and (iii) that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law relative to any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Winner, by acceptance of a prize, grants to Sponsor and its designees the right to use winner's name, address (city and state of residence), photograph, voice, statements and/or other likeness and prize information in perpetuity for purposes of advertising and trade in any and all media now known or hereafter devised, throughout the world, without further compensation, or consideration, notification or permission, unless prohibited by law. As a condition of participating in this Sweepstakes, each entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or the prizes awarded shall be governed by the laws of the State of Pennsylvania without giving effect to any choice of law or conflict of law rules, and that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Sweepstakes shall be resolved individually, without resort to any form of class action, exclusively before a court located in Schuylkill County, Pennsylvania. Further, in 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 attorney's fees, other than participant's 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. 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.

- 10. **RULES REQUEST:** For a copy of the official rules, send a self-addressed, stamped #10 envelope postmarked by 10/31/12 to: Yuengling Little Guy Sweepstakes Rules Request 2825 Soni Drive Trooper, PA, 19403.
- 11. **WINNER LIST:** For the name of the winner, send a separate, self-addressed, stamped #10 envelope postmarked by 12/01/12 to: Yuengling Little Guy Sweepstakes Winner List 2825 Soni Drive, Trooper, PA, 19403

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