

D.G. YUENGLING & SON, INC.
YUENGLING® Win Tickets to Godsmack & American Made Tour at Musikfest
OFFICIAL RULES

1. NO PURCHASE NECESSARY.

No purchase is necessary to enter or to win. A purchase will not increase your chances of winning. Void where prohibited by law.

2. SWEEPSTAKES DESCRIPTION.

D.G. Yuengling & Son, Inc. (“Yuengling”) and/or Ashley Advertising (“Agency”) shall conduct the *YUENGLING® Win Tickets to Godsmack & American Made Tour at Musikfest Sweepstakes* (the “Sweepstakes”). Yuengling or Agency will give away the Prize. Each person who participates in the Sweepstakes fully and unconditionally agrees to comply with and fully abide by these Official Rules and the decisions of Yuengling, whose decision shall be final and binding in all respects, concerning the Sweepstakes.

3. ENTRY PERIOD.

The entry period for the Sweepstakes begins on June 8, 2017 at 12:01 am Eastern Standard Time and ends on July 31, 2017 at 11:59 pm Eastern Standard Time or may be extended or shortened in Yuengling’s sole discretion (“Entry Period”). Yuengling will be the official timekeeper for the Sweepstakes.

4. ELIGIBILITY.

The Sweepstakes is open only to legal residents of Pennsylvania. **The age limit to participate in the Sweepstakes is twenty-one (21) years old or older.** The following persons shall not be eligible to either participate or win prizes in the Sweepstakes: (a) any person who is a director, officer, employee, agent, franchise owner, shareholder, member, and/or principal of Yuengling or any of its respective divisions, parents, subsidiaries, affiliated companies, franchisees, distributors, wholesalers, retailers, suppliers, service agencies and/or independent contractors of any of the above organizations; (b) any person who is a director, officer, employee, agent, franchise owner, shareholder, member, and/or principal of any Sweepstakes Sponsor (as defined by these Official Rules) or any of their respective divisions, parents, subsidiaries, affiliated companies, franchisees, service agencies and/or independent contractors of any of the above organizations; (c) any person who is a director, officer, employee, agent, franchise owner, shareholder, member, and/or principal of any Prize Supplier (as defined by these Official Rules) or any of its respective divisions, parents, subsidiaries, affiliated companies, franchisees, service agencies and/or independent contractors of any of the above organizations; (d) any person who is an immediate family member (meaning either a biological or step mother, father, sister, brother, daughter, son, IRS dependent and/or spouse) of any person in any of the preceding ineligible person categories regardless of where they live or reside in the same household (and whether related or not) to any person in any of the preceding categories. Transfer of any Sweepstakes materials (including, but not limited to, raffle ticket) by any person in any of the preceding ineligible person categories to an eligible person is strictly prohibited and shall be void. **VOID WHERE PROHIBITED BY LAW.**

5. HOW TO ENTER.

Text by wireless, SMS-capable phone the stipulated and advertised keyword 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 during the Entry Period. You must be 21 years of age and text from your own cell phone. You may be required to prove ownership of the cell phone if you win. Your cell phone carrier's standard text-message rates apply. There is no cost from Yuengling or Agency 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.

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 and date of birth. All entries must be complete and legible to be valid. All incomplete/illegible entries are void. Mail your entry to: **Yuengling® Win Tickets to Godsmack & American Made Tour at Musikfest**, Ashley Advertising, 2825 Soni Dr., Trooper, PA 19403. Limit of one (1) entry per person. No mechanically reproduced or photocopied entry forms will be accepted. Entries must be postmarked and received during the Entry Period.

All entry materials become the property of Yuengling. Yuengling is not responsible for incomplete, inaccurate, lost or illegible entries.

Only one winner per household. All entry materials become the property of Yuengling. Yuengling is not responsible for incomplete, inaccurate, lost or illegible entries.

6. DRAWING/GENERAL CONDITIONS.

The winners will be selected from all eligible entries received by 11:59 pm Eastern Standard Time on July 31, 2017. The winners will be selected at random no later than August 2, 2017. All entries must be received during the Entry Period. The winners will be notified by August 3rd, 2017 by Ashley Advertising. The winners will be contacted at the email address that was provided on the sweepstakes entry. Yuengling will attempt to contact the potential winners by these methods only. In the event that the winners selected cannot be confirmed and verified within seven (7) business days the Prize will be awarded to another participant. Sponsor reserves the right and insists that the winners present valid state photo identification proving they are 21 years of age or older and their identity. If the winner is employed during this contest they must also prove to D.G. Yuengling and Son, Inc. /Ashley Advertising 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 alternate winners may be selected from the remaining eligible entries. By entering the sweepstakes 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 or below. Prize acceptance constitutes permission by the winner (except where prohibited by law) to use, print, publish and broadcast in any media at any time, the winner's name, photograph, identity, portrait, voice, likeness and biographical information for publicity purposes without additional compensation or review.

7. PUBLICITY RELEASE.

By entering the Sweepstakes or accepting any Prize under the Sweepstakes, a winning participant expressly agrees to the use by Yuengling, the Sponsors, and/or the Prize Suppliers and their designees of the winning participant's name, biographical information (city and state), picture, portrait, voice, quotes, comments, image, and/or likeness for the purpose of advertising, trade or sweepstakes without further compensation, notification or consideration in any and all media now known or hereafter developed throughout the world, in perpetuity, unless prohibited by law. Any and all prizes awarded shall be subject

to verification of the participant's eligibility and compliance with the terms of these Official Rules by Yuengling.

8. PRIZE.

The prize pack consists of 2 tickets to: Godsmack on Wednesday, August 9th AND 2 tickets to American Made Tour - Lee Brice & Justin Moore on Saturday August 12th -at Sands Steel Stage at PNC Plaza. Yuengling assumes no liability or responsibility in connection with the safety or performance of the Prize awarded hereunder nor in connection with any warranty or representation therewith. Prize may not be redeemed for cash. No substitutions of the Prize by winners is permitted. Yuengling reserves the right to substitute a prize of equal or greater value for any reason in the sole discretion of Yuengling if the Prize is unavailable for any reason. In no event will Yuengling award more prizes than are provided for in these Official Rules. As set for the below, the winners will be responsible for taxes associated with the prize and/or other costs related to title transfer and delivery.

9. Taxes, Other Costs and Miscellaneous.

Any and all applicable federal, state and/or local taxes (which may include, without limitation, sales tax and income tax) will be the sole and exclusive responsibility of the winning participant. Winners shall be responsible for any sales taxes or other taxes due as required by law.

10. No Assignment.

No assignment and/or transfer of any kind of any prize, alternative prize or other substitution is permitted in the absence of Yuengling's express written consent (which shall be in Yuengling's sole and exclusive discretion), and any such prohibited assignment and/or transfer shall be void.

11. Consent to Official Rules/No Waiver.

Participation in the Sweepstakes constitutes each and every participant's understanding of and full and unconditional agreement to and acceptance of these Official Rules. Yuengling reserves the right at its sole discretion to disqualify any participant that Yuengling determines to be in violation of any term contained in these Official Rules. The decision and/or action of Yuengling not to enforce a specific provision of these Official Rules does not constitute a waiver of any provision herein or of these official rules in general, and shall not prohibit Yuengling from proceeding and/or enforcing these Official Rules in the future. Yuengling may enforce these Official Rules cumulatively, meaning singly, concurrently and/or in any such manner as Yuengling sees fit without waiving them in any capacity.

12. No Warranties/Indemnity.

Yuengling, the Sponsors, and the Prize Suppliers make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY AND ALL PRIZES AWARDED SHALL BE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND YUENGLING, THE SPONSORS AND THE PRIZE SUPPLIERS HEREBY DISCLAIM ANY AND ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTY OF TITLE, ANY EXPRESS WARRANTIES, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. In no event will Yuengling, the Sponsors, and/or Prize Suppliers be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising out of, in connection with, or in any way related to:

- a. Any person's participation in the Sweepstakes, including but not limited to inaccurate, incomplete, lost, late, or illegible entries;
- b. Late, lost, delayed, damaged, misdirected, undelivered, stolen, incomplete, illegible, unintelligible, or postage-due notices, entries, release forms, email, affidavits or other correspondence or mail;
- c. Access to and use of any and all of Yuengling's web sites, including downloading from or printing material downloaded from any and all of Yuengling's web sites;
- d. Acceptance, use or misuse of any prize;
- e. Any condition caused by events beyond the control of Yuengling, the Sponsors and/or the Prize Suppliers that cause the Sweepstakes to be disrupted and/or corrupted;
- f. Any printing or typographical errors in any materials associated with the Giveaway and/or Sweepstakes.

Yuengling reserves the right, in its sole and complete discretion to suspend or cancel the Sweepstakes at any time. Further, and without limitation of any of the foregoing, by participating in the Sweepstakes each participant agrees to release and hold Yuengling, the Sponsors and/or the Prize Suppliers and the employees, officers, directors, shareholders, agents, representatives, successors and assigns of the foregoing entities, including their parent companies, affiliates, subsidiaries, advertising and promotion and fulfillment agencies, legal advisors and Instagram, harmless from any and all losses, expenses (including all legal fees), costs, damages, rights, claims and actions of any kind in connection with the Sweepstakes resulting from acceptance, possession or use of any prize, including without limitation personal injury, death and property damage and claims based on publicity rights, defamation, or invasion of privacy.

13. Odds of Winning.

The odds of winning are dependent upon the amount of entries into the Sweepstakes.

14. Definitions. Unless otherwise specifically provided in these Official Rules, the following terms as used in these Official Rules shall be defined as follows:

- (a) Prize Supplier - Any person, entity, firm, association, and/or organization (including his, her or its employees, officers, directors, shareholders, agents, representatives, successors, assigns, parent companies, affiliates, subsidiaries, advertising, promotion and fulfillment agencies and legal advisors) that provides any tangible or intangible property (whether real or personal), rights and/or otherwise to be awarded as prizes in connection with the Sweepstakes.
- (b) Sweepstakes Sponsor or Sponsor – Any person, entity, firm, association, and/or organization (including his, her or its employees, officers, directors, shareholders, agents, representatives, successors, assigns, parent companies, affiliates, subsidiaries, advertising, promotion and fulfillment agencies and legal advisors) who provides any sort of consideration (whether monetary or not) to Yuengling in return for any sort of advertising rights or other consideration in connection with the Sweepstakes. In addition, any person who is a director, officer, employee, agent, franchise owner, shareholder, member and/or principal of Yuengling or in any of its respective divisions, parent, subsidiaries, affiliated company franchisees, distributors, wholesalers, retailers which sell Yuengling

products, suppliers, service agencies and/or independent contractors of Yuengling or the Agency.

15. ARBITRATION / CHOICE OF LAW.

Except where prohibited, entrants agree that any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes shall be resolved exclusively by arbitration pursuant to the rules of the American Arbitration Association then effective, and any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred by entrant with regard to this Sweepstakes, but in no event attorneys' fees, punitive, incidental, consequential or other damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and Yuengling in connection with the Sweepstakes shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than Pennsylvania. Schuylkill County shall be the exclusive forum for any dispute relating to these Official Rules and/or this Sweepstakes. All participants and winners agree, by their participation in the Sweepstakes, to submit to personal jurisdiction in Schuylkill County.

16. SEVERABILITY.

The invalidity or unenforceability of any provision of these Official Rules shall not affect the invalidity or unenforceability of any other provision so long as the general intent of these Official Rules remains in effect. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

17. OFFICIAL RULES.

For a copy of the official rules, send a self-addressed, stamped #10 envelope postmarked by 7/31/2018 to: *Win Tickets to Godsmack & American Made Tour at Musikfest* Rules Request/Ashley Advertising – 2825 Soni Drive Trooper, PA, 19403. Yuengling reserves the right to change, alter, or amend these Official Rules as necessary, in its sole discretion, to ensure the fair administration of the Sweepstakes or to comply with applicable law.

18. WINNERS LIST:

For the name of the winners, send a separate, self-addressed, stamped #10 envelope postmarked by July 31, 2018 to: *Win Tickets to Godsmack & American Made Tour at Musikfest* /Ashley Advertising – 2825 Soni Drive Trooper, PA, 19403

19. ADDITIONAL TERMS.

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 a 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, Instagram 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. 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.