

“YUENGLING 190TH SOCIAL SWEEPSTAKES”
OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

YOU MUST BE 21 YEARS OF AGE OR OLDER AND A LEGAL RESIDENT OF THE UNITED STATES. NO ALCOHOL BEVERAGES AWARDED AS A PRIZE. VOID WHERE PROHIBITED OR RESTRICTED BY LAW INCLUDING PUERTO RICO AND ALL U.S. TERRITORIES AND POSSESSIONS.

Internet access and valid e-mail address required.

This Sweepstakes begins on January 1, 2019 on or after 12:01 a.m. Eastern Time (ET) and ends at 11:59:59 p.m. (ET) on April 18, 2019.

1. HOW TO ENTER:

There are TWO (2) ways to enter this Sweepstakes. During the Sweepstakes Period, first take an original photo or video of how you have “Good Times with Yuengling” (as defined below). The photo/video can be of just you or you and one or more of your friend(s), each of whom must be 21 years of age or older.† (Be sure to obtain the consent of any friend(s) included in your photo/video as well as identifying yourself in the photo/video; be sure to obtain the consent of any other person who took the photo/video, if and as applicable.)

A Good Time with Yuengling is a special moment for a person; that is, something you do to celebrate or reward yourself. A Good Time with Yuengling is something different for each person, as it reflects what is meaningful specifically to that person. It can be solitary or can involve multiple individuals.

To be an eligible entry, a ‘Good Time with Yuengling’ MUST NOT include the consumption of alcohol beverages; see below for additional content requirements.

To enter the sweepstakes, you must first verify that you are of legal age to consume alcohol beverages as per the functionality of Facebook, Twitter or Instagram** (as applicable). In addition, photo/video must comply with size and other technical requirements of chosen social media platform (i.e., Instagram, Twitter or Facebook).

To enter on Instagram, post your Good Times with Yuengling to your public Instagram page with the hashtag #YuenglingGoodTimes in the text caption of your post.

To enter on Twitter, post your Good Times with Yuengling to your public Twitter page with the hashtag #YuenglingGoodTimes in the text caption of your post.

To enter on Facebook, go to the official D.G. Yuengling & Son, Inc. Facebook page (at www.facebook.com/Yuengling; @Yuengling) and post your Good Times with Yuengling in

response to the sweepstakes message. (Do NOT post your Good Times with Yuengling on your personal timeline or elsewhere on Facebook as this will not result in entry.)

When sharing your “Good Times with Yuengling,” you must include the hashtag #YuenglingGoodTimes in your photo/video. If the hashtag is incomplete, incorrect or omitted, your entry is void and will not be accepted. This hashtag is intended to disclose to the public that your photo/video was created as an entry in a promotional Sweepstakes sponsored by D.G. Yuengling & Son, Inc. ("Yuengling").

Be sure to follow @yuenglingbeer on Instagram, @Yuengling_Beer on Twitter or “like” @D.G. Yuengling & Son, Inc. on Facebook (if applicable), if you do not already.

†PHOTOS/VIDEOS CONTAINING ANYONE WHO APPEARS TO BE UNDER THE AGE OF 21 WILL BE AUTOMATICALLY DISQUALIFIED.

**You must be a registered member of Facebook, Twitter or Instagram in order to participate in the sweepstakes. Membership on Facebook, Twitter and Instagram is free. But, a compatible mobile device is required to download the Instagram app and begin using the Instagram service. If participating in the Sweepstakes on Instagram (or by using Facebook on a compatible mobile device), wireless Internet access and/or other fees may apply. Please consult your wireless service provider regarding your pricing plan. Not all cellular phone providers carry necessary service to use mobile device to enter the Sweepstakes. Wireless Internet access is not available in all areas.

2. CONTENT REQUIREMENTS:

Photo or video will NOT be eligible for sweepstakes if Sponsor determines in its sole discretion that the photo/video:

- (a) violates or infringes upon the rights of any party (including copyright, trademark, right of privacy, right of publicity), including the rights of third party entities;
- (b) is inappropriate, obscene, hateful (including content which degrades/attacks an individual because of his/her race, religion, gender, ethnicity, national origin, sexual orientation/identification or other classification) or is otherwise unfit for publication;
- (c) advocates acts of violence, dangerous stunts, reckless behavior or illegal conduct;
- (d) shows or implies that alcohol beverage consumption is appropriate when operating a car or engaging in any other activity for which alertness and physical coordination is required;
- (e) disparages or damages the goodwill and/or business reputation of Sponsor, D.G. Yuengling & Son, Inc., or any other product of Sponsor;
- (f) is not truthful in all material respects; or

(g) is not relevant to the sweepstakes theme of a person's good time with Yuengling.

In addition to violative photos/videos not being eligible for the sweepstakes, Sponsor reserves the right to petition Instagram, Twitter or Facebook (as appropriate) to remove such submissions from its social media platform and to otherwise take any and all necessary and appropriate actions so as to protect its legal rights.

SUBMISSIONS POSTED BY PROSPECTIVE ENTRANTS REPRESENT SOLELY THE VIEWS/OPINIONS OF THE PROSPECTIVE ENTRANTS THEMSELVES AND DO NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR IN ANY MANNER. SPONSOR WILL NOT REVIEW ANY SUBMISSION PRIOR TO THE POSTING OF SAME BY PROSPECTIVE ENTRANTS ON FACEBOOK, TWITTER AND INSTAGRAM AND EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONJUNCTION THEREWITH INCLUDING BUT NOT LIMITED TO ANY LIABILITY IN CONJUNCTION WITH MONITORING OR REVIEWING ANY SUBMISSIONS POSTED BY PROSPECTIVE ENTRANTS ON FACEBOOK, TWITTER AND INSTAGRAM.

Should potentially winning Yuengling Good Times include persons other than the entrant him/herself or if photo/video was taken by someone other than the entrant him/herself, Sponsor reserves the right to condition eligibility upon potential winner furnishing adequate proof of such third party consent(s) to Sponsor and/or Tierney, a third party agency assisting Sponsor in conducting the Sweepstakes, at its request and without compensation; and, failure of potential winner to provide any such consent(s) or if the tendered consent(s) are determined by Sponsor or Tierney in their sole discretion to be inadequate or unreliable will result in disqualification of such potential winner and an alternate winner may be selected from among all remaining eligible entries received as per the judging procedure discussed below.

Alternatively, you can email dgyuenglingson@gmail.com with your first, last name and phone number for an entry into the sweepstakes. Please mark the subject of the email as #YuenglingGoodTimes.

3. GRANT OF RIGHTS IN PHOTO/VIDEO: In submitting a photo/video as an entry in the Sweepstakes, you grant to Sponsor and its designees the non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable, sublicenseable right and license to use, perform, exhibit, reproduce and/or otherwise exploit the photo/video and your name, photograph, image, likeness, voice, biographical information and/or any other indicia of your persona in any manner and in any and all distribution channels, venues or media now known or hereafter devised, without further notice or any compensation to you. The preceding grant of rights is subject to any rights retained by Facebook, Inc./Instagram in its social media platforms, to the extent applicable.

You further (a) waive any "*Droit Moral*," "Moral Rights of Authors" or similar natural rights of ownership you may have in the photo/video and (b) agree, upon the request of Sponsor and without compensation of any kind, to execute any additional documents so as to effect, record or perfect the grant of rights contemplated by this section.

You also understand and agree that (a) Sponsor has wide access to ideas, stories and other literary/artistic materials submitted to it from outside sources or being developed by its own employees and that such ideas/stories/literary/artistic materials may be competitive with, similar to (or even identical to) the submitted photo/video and that Sponsor shall have no liability to you or any third party in conjunction therewith; and (b) Sponsor does not have any duty of confidentiality or other fiduciary duty to you relative to your photo/video.

4. **ADDITIONAL ENTRY RESTRICTIONS: Limit of one (1) entry per person.** A person may post more than one (1) photo/video from the same account (on Facebook, Twitter and/or Instagram) but he/she may only receive a maximum of one (1) entry in the Sweepstakes. A given Facebook, Twitter or Instagram account may only be used by one (1) person to participate in the sweepstakes; and, a given person's use of more than one (1) account on Facebook, Twitter or Instagram to participate in the sweepstakes is prohibited and will result in disqualification. Automated or programmed methods of entry are prohibited and will result in disqualification. Once submitted, a photo/video cannot be modified, edited or supplemented in any manner. Only one person may create a given photo/video entry; joint/group/team entries are prohibited.

Sponsor and Tierney assume no responsibility for:

- (a) lost, late, damaged, misdirected, illegible, corrupted, jumbled, garbled, incomplete, inaccessible, incorrect entries/photos/videos, all of which are void; or
- (b) for technological, programming, electronic, filtering or other operation of the functionality of Instagram, Twitter or Facebook, other error/malfunction/failure of any kind which interferes with the advertising/offering of the sweepstakes in any respect (including, but not limited to, winner notification on Instagram, Twitter or Facebook that is not timely received or received at all, for any reason).

Proof of posting photo/video does not constitute proof of receipt of entry (or, for Instagram, proof of receipt of same). Sponsor may acknowledge receipt of entry/submission, including by commenting upon or re-posting same on Instagram, Twitter and/or Facebook. However, in all cases, such acknowledgment does not constitute any representation of eligibility for the sweepstakes or selection of entrant as the potential prize winner.

In the event of a dispute, entry will be deemed made by the authorized account holder of the e-mail address associated with the Instagram, Twitter or Facebook account used to enter the sweepstakes. The authorized account holder is the natural person who is assigned to the e-mail address by an Internet access provider, on-line service, or other organization that is responsible for assigning e-mail addresses.

5. **PRIZE:** TEN (10) Prizes will be awarded. Each Prize consists of the following: ONE (1) \$50.00 Uber gift card, ONE (1) \$50.00 Stub Hub gift card, ONE (1) \$50.00 ATOM Tickets gift card AND ONE (1) \$50.00 UberEats gift card.

No substitution of prize (in whole or in part) except in the sole discretion of Sponsor and only then for a prize element of comparable value. Prize is not redeemable or exchangeable for cash; prize is not transferable. Winner will also be solely responsible for all taxes on the prize.

Total Estimated Prize Value of All Prizes: \$2,000.00.

6. DRAWING/GENERAL CONDITIONS.

TEN (10) Winners will be selected at random from all eligible entries received. All entries must be received by 11:59 pm Eastern Standard Time on April 18, 2019 for the Prize drawing. The Winners will be notified on/around April 26, 2019. The Winners will be notified by email by Tierney. The Winners will be contacted at the email address that was provided on the Sweepstakes entry. In the event that the selected Winner cannot be confirmed and verified within ONE (1) business days, the Prize will be awarded to another participant. The Winner will be required to sign an Affidavit of Eligibility, Liability Release and Publicity Release (where legal) within TWO (2) days of notification or prize will be forfeited and may be awarded to another winner at Sponsor's sole discretion. Sponsor reserves the right and insists that the winner present valid state photo identification proving they are 21 years of age or older and their identity to Tierney. If the Winner is employed during this Sweepstakes they must also prove to Tierney 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 winner may be selected from the remaining eligible entries. By entering the Sweepstakes the entrant or winner is agreeing to all of 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.

The winner will be notified by direct message on Facebook, Twitter or Instagram (depending on social media platform used to enter the Sweepstakes) on or about April 26, 2019; BE SURE THAT YOUR FACEBOOK SETTINGS (AS APPROPRIATE) ALLOW FOR @Yuengling TO CONTACT YOU VIA DIRECT MESSAGE. Sponsor and Tierney disclaim any and all liability due to inability to contact a selected potential prize winner via direct message, regardless of cause.

Winner will be required to sign an affidavit of eligibility, a liability release and a publicity release (where lawful) within **five (5) days of notification.** In the event of noncompliance or if winner cannot be notified despite reasonable efforts by Sponsor and Tierney, the prize will be forfeited and an alternate winner may be selected.

WINNER AND GUEST EACH AGREE THAT AN ELECTRONIC SIGNATURE/ AFFIRMATION OF THE AFFIDAVIT OF ELIGIBILITY AND LIABILITY/PUBLICITY RELEASE OR LIABILITY/PUBLICITY RELEASE (AS APPLICABLE) SHALL HAVE THE SAME LEGAL FORCE AND EFFECT AS A HAND-SIGNED DOCUMENT. NOTWITHSTANDING THE FOREGOING, SHOULD SPONSOR OR TIERNEY

DETERMINE IN THEIR SOLE DISCRETION THAT THE ELECTRONICALLY SIGNED/AFFIRMED VERSION OF THE AFFIDAVIT OF ELIGIBILITY AND LIABILITY/PUBLICITY RELEASE OR LIABILITY/PUBLICITY RELEASE (AS APPLICABLE) IS NOT ACCEPTABLE, SPONSOR MAY CONDITION AWARD OF PRIZE (OR ACCOMPANYING WINNER ON TRIP, AS THE CASE MAY BE) ON RETURN OF THE ACTUAL HAND-SIGNED DOCUMENT.

In order to receive prize, an individual must provide Sponsor and/or Tierney with government-issued photo identification establishing that he/she is of legal drinking age; by way of example only, a driver's license or passport.

Where lawful, acceptance of prize constitutes winner's consent to use of his/her name, likeness and biographical data for advertising, trade and promotional purposes without additional compensation or further notification.

Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the promotion without notice or further obligation.

7. ELIGIBILITY: Employees, officers and directors of the following entities and members of their immediate families (regardless of where they live) or same households (whether related or not) are not eligible for the Sweepstakes: D.G. Yuengling & Son, Inc. ("Yuengling"), its affiliates, subsidiaries, divisions; advertising and promotion agencies (including Tierney), prize suppliers; alcohol beverage licensees (including retailers, distributors and suppliers).

8. CONDITIONS OF PARTICIPATION: Entry in the Sweepstakes constitutes an entrant's full and unconditional agreement to abide by and accept the terms and conditions of these Official Rules and the decisions of Sponsor and Tierney, which are final and binding in all respects. Sponsor's and Tierney's failure to enforce any provision of these Official Rules in a given instance shall not constitute the waiver of such provision.

CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY WEBSITE/MOBILE WEBSITE, DEFRAUD SPONSOR OR TIERNEY IN ANY WAY 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 PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Sponsor reserves the right, in its sole discretion, to cancel or suspend all or a portion of the Sweepstakes, should any cause beyond the control of the Sponsor (e.g., natural disaster, government action, strike, riot, unauthorized human intervention) corrupt the administration, security or proper operation of the Sweepstakes. In such event, the winner will be selected from among all eligible entries received prior to the action taken by Sponsor.

Entrants hereby agree to indemnify, release and hold Sponsor, Tierney (and their respective officers, directors, employees, agents, shareholders, representatives, successors and assigns) as well as Facebook, Inc./Instagram harmless from and against any third

party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses, including attorney fees and court costs, arising out of participation in the Sweepstakes or the acceptance, receipt, possession or use/misuse of the prize (as applicable).

SPONSOR MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE OF ANY KIND REGARDING THE PRIZE OR ANY ELEMENT THEREOF, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR INTENDED PURPOSE. THE ONLY WARRANTIES ARE THOSE OF THE APPLICABLE SUPPLIER OF A GIVEN PRIZE ELEMENT.

9. DISPUTE RESOLUTION.

To the fullest extent permitted by law, entrants agree (i) that any claim/dispute/cause of action regarding the Sweepstakes must be brought individually (NOT AS PART OF A CLASS ACTION) in state court in Miami-Dade County, Florida or in the U.S. District Court for the Southern District of Florida; and (ii) that their recovery will be limited to actual out-of-pocket costs involved in participating in the Sweepstakes (if any) and expressly waive their right to all other forms of recovery including but not limited to attorneys' fees and compensatory/consequential/incidental or other damages. In any claim/dispute/cause of action, the court shall apply the substantive law of the State of Florida without regard to conflict of law/choice of law principles.

10. WINNER'S LIST: For the names of the Winners, send a separate, self-addressed, stamped #10 envelope postmarked by 05/18/19 to: Avid Marketing Group, Attn: YUE961672W - Yuengling 190th Social Contest, P.O. Box 1008, Rocky Hill, CT 06067-1008.

This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter or Instagram.

Sponsor: D.G. Yuengling & Son, Inc. ("Yuengling")

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