

“#YuenglingSuperfan”  
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 April 7, 2019 on or after 12:01 a.m. Eastern Time (ET) and ends at 11:59:59 p.m. (ET) on April 30, 2019.

1. HOW TO ENTER:

VIA FACEBOOK: During the Promotion Period, the Yuengling Facebook page will post a #YuenglingSuperfan call-to-action ("Facebook Post"). You must post a reply comment in response to the Facebook Post including the hashtag #YuenglingSuperfan in your comment ("Facebook Entry" or "Entry") to receive one (1) Entry into the Sweepstakes. You may only use one (1) Facebook account ID to enter. Multiple entrants are not permitted to share the same Facebook account to submit an Entry. You must have a Facebook account to enter via Facebook. If you do not have a Facebook account, visit [www.facebook.com](http://www.facebook.com) to create a free account. Facebook Entries must comply with Facebook's Terms and Policies (<https://www.facebook.com/policies>). Limit one (1) Facebook Entry per Sponsor specified call-to-action post, per person/Facebook ID.

VIA INSTAGRAM: During the Promotion Period, the Yuengling Instagram page will post a #YuenglingSuperfan call-to-action ("Instagram Post"). You must post a reply comment in response to the Instagram Post including the hashtag #YuenglingSuperfan in your comment ("Instagram Entry" or "Entry") to receive one (1) Entry into the Sweepstakes. You must follow @yuenglingbeer on Instagram. You may only use one (1) Instagram account ID to enter. Multiple entrants are not permitted to share the same Instagram account to submit an Entry. You must have a non-private Instagram account to enter and have your account privacy setting set to "Off". An Instagram account can be opened for free by downloading the Instagram application from the Apple store or Google Play. Instagram Entries must comply with Instagram Terms of Use (<http://instagram.com/about/legal/terms/>). Limit one (1) Instagram Entry per Sponsor specified call-to-action Instagram Post, per person/Instagram username.

Alternatively, you can email [dgyuenglingson@gmail.com](mailto: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 #YuenglingSuperfan.

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 assumes 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: ONE (1) Yuengling Vending Machine

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: \$4,000.00.

#### 6. DRAWING/GENERAL CONDITIONS.

ONE (1) Winner will be selected at random from all eligible entries received. All entries must be received by 11:59 pm Eastern Standard Time on April 30, 2019 for the Prize drawing. The Winners will be notified on/around April 30, 2019. The Winners will be notified by email by Yuengling. 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 Yuengling. If the Winner is employed during this Sweepstakes they must also prove to Yuengling 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 or Instagram (depending on social media platform used to enter the Sweepstakes) on or about April 30, 2019; **BE SURE THAT YOUR FACEBOOK SETTINGS (AS APPROPRIATE) ALLOW FOR @Yuengling TO CONTACT YOU VIA DIRECT MESSAGE.** Sponsor disclaims 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 **one (1) day of notification**. In the event of noncompliance or if winner cannot be notified despite reasonable efforts by Sponsor, 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 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 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, 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, which are final and binding in all respects. Sponsor'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 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 (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.

**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.**

10. WINNER'S LIST: For the names of the Winners, send a separate, self-addressed, stamped #10 envelope postmarked by 4/30/19 to: D.G. Yuengling & Son., Inc, c/o John Corrales; 310 Mill Creek Ave., Pottsville, PA 17901.

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

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

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Enjoy Responsibly.