

**ELYSIAN NIGHT OWL SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER FOR A CHANCE TO WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THE SWEEPSTAKES IS INTENDED FOR VIEWING IN THE FIFTY (50) UNITED STATES AND DISTRICT OF COLUMBIA ONLY AND WILL BE GOVERNED BY UNITED STATES LAW. VOID WHERE PROHIBITED.

1. ELIGIBILITY:

The “Elysian Night Owl Sweepstakes” (“Sweepstakes”) is open to legal residents of the fifty (50) United States and District of Columbia who are twenty-one (21) years of age or older at the time of entry. Employees, contractors, directors, officers and agents of Anheuser-Busch, LLC, Elysian Brewing Co., its affiliates and subsidiaries, advertising and promotion agencies, wholesale distributors, retail licensees, and all other service governmental agencies and their employees involved with the Sweepstakes, and members of their immediate family (spouse, parent, child or sibling), are not eligible to enter or win. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s and Administrator’s decisions which are final and binding in all matters related to this Sweepstakes. Winning a prize is contingent upon fulfilling all requirements as set forth herein.

2. SWEEPSTAKES PERIOD:

Sweepstakes begins at 12:00:00 a.m. Central Daylight Time (“CDT”) on August 1, 2022 and ends at 11:59:59 p.m. CDT on October 31, 2022 (“Sweepstakes Period”). Administrator’s computer is the official time keeping device for this Sweepstakes.

3. THREE (3) WAYS TO ENTER:

(a) Text Message: During the Sweepstakes Period, use your SMS-enabled mobile phone to text “Night” to shortcode 78896 and you will receive information on how to submit an entry (“Entry”).

Participants must have a mobile phone with text messaging capabilities to enter by text message. If you wish to opt out, text **STOP** to 78896. Text **HELP** to 78896 if you would like more information. Participants entering this Sweepstakes via text message may incur a standard text message charge from their wireless service provider for each message sent and received. Check with your wireless service provider for details on these and other applicable charges. You may receive reply messages, and by entering, you expressly consent to receiving such messages. Participants are solely responsible for any such wireless charges. Not all wireless carriers participate.

(b) Internet: Visit <https://airbaton.net/DR21RhZIQVjOmyxgnk68> (“Website”) and follow the online instructions to complete and submit an online entry (also an “Entry”).

Automated Entries are prohibited and any use of automated devices will cause disqualification. Entrants may not enter with multiple email addresses, nor use any other device or artifice, to enter multiple times or as multiple entrants. Any entrant who attempts to enter with multiple email addresses under multiple identities, or uses any device or artifice to register multiple times, will be disqualified and forfeits all prizes won, in Sponsor’s sole discretion. Multiple entrants are not permitted to share the same email address. Should multiple users of the same email account enter the Sweepstakes and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said email account at the time of entry will be considered an entrant, and must comply with these Official Rules. The authorized account subscriber is the natural person who is assigned the email address by the ISP or other organization responsible for assigning email addresses. Potential winner may be required to show proof of being the authorized account subscriber.

(c) QR Code: During the Sweepstakes Period, use your smart phone or other web-enabled device with data plan to scan the Sweepstakes quick response (“QR”) code featured on signs or promotional materials at participating stores with the QR read application already installed on your phone. You will be directed to a mobile Web page at <https://airbaton.net/DR21RhZIQVjOmyxgnk68> where you may complete and submit an entry (also an “Entry”). Proof of scanning QR codes does not constitute proof of completion or submission of an entry.

To scan a QR code, participants must have a smart phone or other web-enabled device with a camera feature and/or QR scanner application and may incur message or data charges from their wireless service provider for each message sent and received. If you do not have a QR reader already installed on your phone, type ‘QR reader’ in your mobile device’s application store search field to find available QR readers for your smart phone or other web-enabled device. You will receive a response which will contain a link to download a QR reader for your specific device. Check with your wireless service provider for details on these and other applicable charges. Participants are solely responsible for any such wireless charges. Not all wireless carriers participate.

For all Entries: All Entries must be received and recorded during the Sweepstakes Period. No other forms of Entry are valid. Limit one (1) Entry per person.

4. SWEEPSTAKES DRAWING:

One (1) potential grand prize and twenty-five (25) potential first prize winners will be selected in a random drawing to be held on or about November 1, 2022 from among all eligible Entries received by Administrator, whose decisions are final in all matters

relating to this Sweepstakes. Odds of winning depend on the number of eligible Entries received.

5. WINNER NOTIFICATION:

All prizes will be awarded. Potential winners will be notified by email, phone call and/or text message (depending on their method of entry) and will be required to respond to the notification within forty-eight (48) hours indicating whether they can accept the prize. If potential winner does not respond to the notification within the forty-eight (48) hour time period, prize will be forfeited and an alternate potential winner will be randomly selected. Any alternate potential winner selected will also be required to respond to the notification within the time frame stated above.

Grand Prize winner will be required to complete, sign and return an affidavit of eligibility and liability and, unless prohibited by law, publicity release to Sponsor or Sponsor's representative within three (3) days of prize acceptance. First prize winners may be required to complete, sign and return an affidavit of eligibility and liability and, unless prohibited by law, publicity release to Sponsor or Sponsor's representative within three (3) days of prize acceptance. Subject to verification of eligibility and compliance with the terms of these Official Rules, including verification that the winner is twenty-one (21) years of age or older, the potential winner will be declared an official winner of the Sweepstakes. If Sponsor cannot verify that the potential winner is twenty-one (21) years of age or older prior to winner notification, then the potential winner will be disqualified and an alternate potential winner will be randomly selected.

In the event of noncompliance within any stated time period, the prize will be forfeited and an alternate potential winner will be randomly selected. Any alternate potential winner selected will also be required to adhere to the time periods described herein. Any prize notification or prize returned to the Sponsor or its agencies as undeliverable will result in disqualification and the awarding of that prize to an alternate potential winner.

Released Parties (as defined below) are not responsible for suspended or discontinued Internet, wireless, or landline phone service or a change in an entrant's email, phone number or mailing address which may result in a potential winner not receiving initial prize notification or his/her prize information.

6. PRIZE DETAILS:

Grand Prize (1 total): Winner will receive one (1) fire pit. Approximate Retail Value ("ARV") is \$2,300.00.

First Prize (25 total) Winner will one (1) Beanie and one (1) Mug. ARV is \$30.00.

If winner cannot accept the prize as specified, prize will be forfeited and will be awarded to an alternate winner. Total ARV of all prizes is \$3,050.00. Any difference between stated value and actual value will not be awarded.

Limit one (1) prize per person. Prizes are non-transferable and no cash equivalent or substitution of prize is offered, except at the sole discretion of Sponsor. If a 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. Prize winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether it, in whole or in part, is used. Actual prize may vary.

If Sponsor so elects, potential winner may be required to submit to a confidential background check. Such background check may include (but is not limited to) investigation of criminal, sexual offenses, or other arrest or conviction record, and any other factor deemed relevant by the Sponsor to help ensure that each potential winner will not bring the Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Sponsor. If requested, potential winner agrees to sign waiver forms authorizing the release of personal and background information. In the event of noncompliance, to be determined at the sole discretion of Sponsor, prize will be forfeited and will be randomly awarded to an alternate winner.

7. PUBLICITY:

Acceptance of prize offered constitutes permission for Sponsor to use winner's name, voice, biographical information and/or likeness for purposes of advertising and promotion without further compensation in all media now known or hereafter discovered worldwide and on the Internet without notice or review or approval as permitted by law.

8. RELEASE:

By accepting a prize, winner agrees to release and hold Anheuser-Busch, LLC, Elysian Brewing Co. and Administrator harmless from all losses, damages, rights, claims and actions of any kind resulting from acceptance, possession or use of any prize, including without limitation, personal injuries, death and property damage.

9. GENERAL CONDITIONS:

Anheuser-Busch, LLC, Elysian Brewing Co., Administrator and each of their respective affiliates, subsidiaries, and agencies (collectively the "Released Parties") are not responsible for lost, late, misdirected, unintelligible, returned or undelivered Entries, telephone calls, text messages, email, or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website, or other connections availability, accessibility or traffic congestion, miscommunications, failed computer, network, telephone, satellite or cable hardware or software or lines, or technical failure, or jumbled, scrambled, delayed or misdirected transmissions, computer hardware or

software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network. Persons who tamper with or abuse any aspect of this Sweepstakes or Website, or act in violation of the Official Rules, or act in any manner to threaten or abuse or harass any person, or violate Website's terms of service, as solely determined by the Sponsor or Administrator, will be disqualified. Released Parties are not responsible for any incorrect or inaccurate information whether caused by Website users, tampering, hacking, or by any of the programming or equipment associated with or used in this Sweepstakes, and assumes no responsibility for any errors, omission, deletion, interruption or delay in operation or transmission or communication line failure, theft or destruction or unauthorized website access. Any use of robotic, macro, automatic, programmed or like entry methods will void all such Entries, and may subject that entrant to disqualification. Released Parties are not responsible for injury or damage to participant's or any other person's computer or property related to or resulting from participating in this Sweepstakes. Should any portion of Sweepstakes be, in the Sponsor's or Administrator's sole opinion, compromised by virus, worms, bugs, unauthorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair administration, security, fairness or proper play of this Sweepstakes, or submission of Entries, Sponsor and Administrator reserve the right at their sole discretion to suspend, modify or terminate the Sweepstakes, and randomly select the winner from valid Entries received prior to action taken, or otherwise as may be deemed fair and equitable by the Sponsor. Text message Entries will be deemed to have been submitted by the registered owner of the wireless number used to enter. In the event of a dispute regarding the identity of an online entrant, the authorized subscriber of the email account used to enter will be deemed to be the entrant and must comply with these rules. The authorized account subscriber is the natural person who is assigned the email address by the ISP or other organization responsible for assigning email addresses. All materials submitted become the property of Anheuser-Busch, LLC and will not be returned. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

10. DISPUTE RESOLUTION:

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator and Sponsor in connection with the Sweepstakes, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor, shall be governed by, and construed in accordance with, the laws of the State of Missouri without giving effect to any choice of law or conflict of law rules. The place of arbitration shall be St. Louis, Missouri.

11. PRIVACY POLICY:

See Sponsor's privacy policy located at <https://www.elysianbrewing.com/privacy-policy.html> (also a "Website") for details

regarding the use of personal information collected in connection with this Sweepstakes. If you are verified as a prize winner, your first name, last initial, city and state will be included in a publicly available winner's list.

12. SPONSOR:

Anheuser-Busch, LLC, One Busch Place, St. Louis, MO 63118.

Elysian Brewing Company, 6010 Airport Way S., Seattle, WA 98108.

13. ADMINISTRATOR:

Rio Creative, 16630 Old Chesterfield Road, Chesterfield MO 63017.

14. WINNER'S LIST:

For the names of the winners, hand-print your name and complete address on a 3" x 5" card and mail to: Elysian Night Owl Sweepstakes Winners List Request, 16630 Old Chesterfield Road, Chesterfield, MO 63017, for receipt by January 1, 2023.

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