

**KONA STARTS WHEN YOU BRING THE ALOHA 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 OPEN ONLY TO PERSONS WHO ARE, AT THE TIME OF ENTRY, LEGAL RESIDENTS OF THE UNITED STATES (EXCLUDING HAWAII) AND DISTRICT OF COLUMBIA AND AT LEAST TWENTY-ONE (21) YEARS OF AGE OR OLDER. SWEEPSTAKES WILL BE GOVERNED BY UNITED STATES LAW. VOID WHERE PROHIBITED.**

**1. ELIGIBILITY:**

The “Kona Starts When You Bring the Aloha Sweepstakes” (“Sweepstakes”) is open to legal residents of the United States (excluding Hawaii) and District of Columbia who are twenty-one (21) years of age or older at the time of entry. Employees, contractors, directors, officers, and representatives of Anheuser-Busch, LLC and each of the foregoing entities’ respective affiliates, subsidiaries, owners, shareholders, officers, directors, agents, representatives, employees, advertising and promotion agencies, wholesale distributors, retail licensees, all other service or governmental agencies and their employees involved with the Sweepstakes, and members of their immediate families (spouse, parent, child or sibling; whether biological, adopted, step or in-law) or households (whether related or not) 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 (“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 June 1, 2023, and ends at 11:59:59 p.m. CDT on September 23, 2023 (“Sweepstakes Period”). The Sweepstakes Period is divided into thirteen (13) entry periods (each a “First Prize Entry Period”) and one (1) Grand Prize entry period (“Grand Prize Entry Period”) as defined in the chart below. Administrator’s computer is the official time keeping device for this Sweepstakes.

| <b>Entry Period</b>        | <b>Start Date/Time</b>         | <b>End Date/Time</b>           | <b>Drawing Date</b> |
|----------------------------|--------------------------------|--------------------------------|---------------------|
| First Prize Entry Period 1 | 06/01/23;<br>12:00:00 a.m. CDT | 06/08/23;<br>11:59:59 p.m. CDT | 06/09/23            |
| First Prize Entry Period 2 | 06/09/23;<br>12:00:00 a.m. CDT | 06/16/23;<br>11:59:59 p.m. CDT | 06/17/23            |
| First Prize Entry Period 3 | 06/17/23;<br>12:00:00 a.m. CDT | 06/24/23;<br>11:59:59 p.m. CDT | 06/25/23            |

|                             |                                |                                |          |
|-----------------------------|--------------------------------|--------------------------------|----------|
| First Prize Entry Period 4  | 06/25/23;<br>12:00:00 a.m. CDT | 07/02/23;<br>11:59:59 p.m. CDT | 07/03/23 |
| First Prize Entry Period 5  | 07/03/23;<br>12:00:00 a.m. CDT | 07/10/23;<br>11:59:59 p.m. CDT | 07/11/23 |
| First Prize Entry Period 6  | 07/11/23;<br>12:00:00 a.m. CDT | 07/18/23;<br>11:59:59 p.m. CDT | 07/19/23 |
| First Prize Entry Period 7  | 07/19/23;<br>12:00:00 a.m. CDT | 07/26/23;<br>11:59:59 p.m. CDT | 07/27/23 |
| First Prize Entry Period 8  | 07/27/23;<br>12:00:00 a.m. CDT | 08/03/23;<br>11:59:59 p.m. CDT | 08/04/23 |
| First Prize Entry Period 9  | 08/04/23;<br>12:00:00 a.m. CDT | 08/11/23;<br>11:59:59 p.m. CDT | 08/12/23 |
| First Prize Entry Period 10 | 08/12/23;<br>12:00:00 a.m. CDT | 08/19/23;<br>11:59:59 p.m. CDT | 08/20/23 |
| First Prize Entry Period 11 | 08/20/23;<br>12:00:00 a.m. CDT | 08/27/23;<br>11:59:59 p.m. CDT | 08/28/23 |
| First Prize Entry Period 12 | 08/28/23;<br>12:00:00 a.m. CDT | 09/04/23;<br>11:59:59 p.m. CDT | 09/05/23 |
| First Prize Entry Period 13 | 09/05/23;<br>12:00:00 a.m. CDT | 09/23/23;<br>11:59:59 p.m. CDT | 09/24/23 |
| Grand Prize Entry Period    | 06/01/23;<br>12:00:00 a.m. CDT | 09/23/23;<br>11:59:59 p.m. CDT | 09/24/23 |

**3. TWO (2) WAYS TO ENTER:**

(a) Internet: Visit <https://airbaton.net/NLJvy0mqn2OnDRoRikYn> (“Website”) and follow the online instructions to complete and submit an online entry (“Entry”).

(b) QR Code: 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/NLJvy0mqn2OnDRoRikYn> (also a “Website”) 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.

**For all Entries:**

All Entries must be received and recorded during the Sweepstakes Period. Only the methods of entry described herein are valid. No other forms of entry are valid. To be

valid, each Entry must comply with these Official Rules. Limit one (1) Entry per person per Entry Period.

Automated Entries are prohibited and any use of automated devices will result in disqualification. No person is allowed to enter with multiple email addresses nor use any other device or artifice to enter multiple times or as multiple entrants. Any person who attempts to enter with multiple email addresses under multiple identities or uses any device or artifice to register multiple times will be disqualified in Sponsor's sole discretion. Entrants are not permitted to share the same email address as another entrant.

If entering with a mobile phone or other web-enabled device and using your wireless carrier's network, standard data charges from your wireless carrier may apply. Check with your wireless service provider for details on these and any other applicable charges. Entrants are solely responsible for any such wireless charges.

#### **4. SWEEPSTAKES DRAWING:**

First Prize Entry Period Drawings: One (1) potential winner will be selected in a random drawing to be held on or about each Drawing Date as defined in Rule No. 2, from among all eligible Entries received during the corresponding First Prize Entry Period by Administrator. Administrator's decisions are final in all matters relating to this Sweepstakes. Non-winning Entries from each First Prize Entry Period will carry forward to subsequent First Prize Entry Periods. Odds of winning depend on the number of eligible Entries received during each First Prize Entry Period. See Rule No. 6 for First Prize details.

Grand Prize Entry Period Drawing: One (1) potential winner will be selected in a random drawing to be held on or about September 24, 2023, from among all eligible Entries received during the Grand Prize Entry Period by Administrator. Administrator's decisions are final in all matters relating to this Sweepstakes. Odds of winning depend on the number of eligible Entries received during the Grand Prize Entry Period. See Rule No. 6 for Grand Prize details.

#### **5. WINNER NOTIFICATION:**

All prizes will be awarded (time permitting for Grand Prize). Potential winners will be notified by email or phone call 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 (time permitting for Grand Prize). Any alternate potential winner selected will also be required to respond to the notification within the time frame stated above.

Potential winners will be required to complete, sign, and return an affidavit of eligibility and liability and, unless prohibited by law, publicity release to Sponsor or Administrator within three (3) days of prize acceptance. Potential Grand Prize winner

will be required to complete, sign, and return a Release of Liability, Voluntary Assumption of Risk, and Indemnity Agreement to Sponsor or Sponsor's representatives 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 (time permitting for Grand Prize).

Grand Prize winner's three (3) guests must be twenty-one (21) years of age or older as of the end date of the Sweepstakes and will be required to complete, sign, and return a liability and publicity release within three (3) days of winner's prize acceptance. Grand Prize winner's three (3) guests will be required to complete, sign, and return a Release of Liability, Voluntary Assumption of Risk, and Indemnity Agreement to Sponsor or Sponsor's representatives within three (3) days of winner's prize acceptance.

In the event of noncompliance within any stated time period, the prize will be forfeited and an alternate potential winner will be randomly selected (time permitting for Grand Prize). 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 (time permitting for Grand Prize).

Released Parties (as defined in Rule No. 9) are not responsible for suspended or discontinued Internet, wireless, or land-line 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; See Rule No. 2 and Rule No. 4): Trip to Hawaii for winner and three (3) guests. Trip includes round-trip coach air transportation (from gateway city nearest winner's home); lodging for four (4) consecutive nights; and one (1) \$1,000 e-check made payable to the winner. Travel and accommodations are at Sponsor's sole discretion and subject to availability and change. Winner and his/her three (3) guests must travel on the same itinerary and on the dates specified by Sponsor or prize will be forfeited and may be awarded to an alternate winner (time permitting). Winner and his/her three (3) guests must comply with all travel requirements, which may include, without limitation, presenting necessary identification (including a valid driver's license) at the time of travel. Flight schedules are subject to change without notice. Sponsor is not liable for any missed events, opportunities, or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. Winner may be required to provide a credit card at time of hotel check-in. Any costs incurred due to changes to the original itinerary are solely the winner's responsibility. Ground transportation, meals, gratuities, trip cancellation insurance, personal purchases, and all

other expenses not specified herein are winner's responsibility. If winner cannot accept the prize as specified, prize will be forfeited and will be randomly awarded to an alternate winner (time permitting). Approximate Retail Value ("ARV") is \$10,800.00.

First Prize (13 total: 1 per First Prize Entry Period; see Rule No. 2 and Rule No. 4): one (1) cooler, one (1) Sonos Speaker, one (1) hammock, one (1) towel, one (1) bucket hat; and one (1) pair of Reyn Spooner sunglasses. ARV is \$650.00

For all Prizes:

If winner cannot accept the prize as specified, prize will be forfeited and will be randomly awarded to an alternate winner (time permitting for Grand Prize). Total ARV of all prizes is \$19,250.00. 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.

If Sponsor so elects, potential winner and his/her guests (if applicable) 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 potential winner and his/her guests (if applicable) will not bring the Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Sponsor. If requested, potential winner and his/her guests (if applicable) agree 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 (time permitting for Grand Prize).

**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, 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, Administrator and 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, AND THE FOREGOING PARAGRAPHS SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT

ARE THE RESULT OF SPONSOR'S NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

**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:**

The information you submit in connection with this Sweepstakes may be used by Sponsor and Administrator for purposes of administration and fulfillment of the Sweepstakes, and in accordance with Sponsor's privacy policy located at <https://konabrewingco.com/privacy-policy> (also a "Website"). 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. OFFICIAL RULES:**

The Official Rules of the Sweepstakes are available for viewing at <https://airbaton.net/NLJvy0mqn2OnDRoRikYn> during the Sweepstakes Period.

**13. SPONSOR:**

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

**14. ADMINISTRATOR:**

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

**15. 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: Kona Starts When You Bring the Aloha Sweepstakes Winners List Request, 16630 Old Chesterfield Road, Chesterfield, MO 63017, for receipt by November 24, 2023.

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