

"MOOSEHEAD & MOOSEHEAD RADLER YETI SWEEPSTAKES"
Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.

1. HOW TO ENTER

- a. These rules govern the "MOOSEHEAD/RADLER YETI SWEEPSTAKES" sweepstakes (the "Sweepstakes") at Participating Retailer [ACME Supermarkets] conducted by the Administrator and Sponsor [United States Beverage]. The Sweepstakes begins on Saturday, April 1, 2017 and ends on Wednesday, May 31, 2017 (the "Sweepstakes Dates").
- b. To enter the Sweepstakes, entrant may enter via text beginning on April 1, 2017 at 7:00am Eastern Time ("ET") and ending on May 31, 2017 11:59pm ET (the "Entry Period") as follows:
 - i. To enter by text: Text MOOSE ACME to 31996. Multiple participants are not permitted to share the same phone number. Standard text message rates from your wireless provider apply. Entries submitted may not be acknowledged or returned. Proof of submission of an entry shall not be deemed proof of receipt by the Sweepstakes Administrator. All entries must be received by May 31, 2017 11:59pm ET
 - ii. To enter by mail: On 3x5 piece of paper, hand print your complete name, street address (no P.O. Boxes), city, state, ZIP code, daytime and alternate phone numbers and date of birth (mm/dd/yyyy). Mail entry in a hand addressed, business-size (#10) envelope with first-class postage affixed, to: US Beverage Attn: Marketing Dept. 700 Canal Street Stamford, CT 06902. Entries must be postmarked no later than June 2, 2017 and received by June 7, 2017. Limit one (1) entry per stamped envelope. No mechanically reproduced entries permitted. Illegible and/or incomplete entries are void.
 - iii. Additional entry method: Go to _____<MyMixx link> and clip the coupon for one or more participating Moosehead products and make your purchase and you will automatically receive one (1) entry.

Limit three (3) total entries per household, regardless of method of entry.

- c. There will be a total of THREE (3) Prize winner selected in the Sweepstakes.

2. ELIGIBILITY RESTRICTIONS

- a. The Sweepstakes is open to all persons who are legal U.S. residents 21 years of age or older who reside in New Jersey, New York, Connecticut, Pennsylvania, Delaware and Maryland. Void where prohibited or restricted by law. Employees, officers, directors and agents of the Administrator, Moosehead Lager & United

States Beverage, any beer distributor, or employee of ACME Supermarkets (Participating Retailer), their parents, subsidiaries and corporate affiliates, sweepstakes agencies, prize suppliers, their respective affiliates (collectively, the "Sweepstakes Entities"), the members of their immediate families (spouse, parents, siblings or children) and those living in the same household of each (whether related or not), are ineligible to enter or win. This Sweepstakes is subject to all applicable federal, state and local laws and regulations. By participating, entrant agrees to comply with these Official Rules and the decisions of Administrator, which are final and binding in all respects.

- b. The winner may be required to present valid government-issued photo identification and must provide their complete address, date of birth and phone number to claim a prize.
- c. Entrants are required to provide truthful information and Administrator will reject and delete any entry that it discovers to be false or fraudulent. The Administrator will disqualify any entrant who does not meet the eligibility requirements and will also delete any entry as required by law.

3. PRIZES

THREE (3) Prizes will be awarded in this Sweepstakes. The Prize is a YETI Roadie (R). Cooler (1 YETI Roadie (R) for 3 winners).

- a. Prize(s) is not transferable, and no substitution, assignment or cash equivalent of prize(s) is permitted, except by Administrator (solely at its discretion), which reserves the right to substitute a prize or prize portion with another prize or prize portion of greater or equal value. The prize(s) are expressly limited to the item(s) listed above. Sweepstakes Entities are not responsible for winners' limitations that prevent acceptance or use of prize(s). Entrants acknowledge that the Sweepstakes Entities have not made, and are not in any manner responsible or liable for, any warranties, representations or guarantees, and hereby disclaim any and all warranties, expressed or implied, whether by contract or law, concerning any prize, including without limitation, implied warranties of quality, merchantability, mechanical condition or fitness for a particular purpose. Other restrictions may apply.

4. POTENTIAL WINNER SELECTION AND NOTIFICATION

- a. Decisions of Administrator management with respect to the Sweepstakes are final.
- b. THREE (3) potential Prize winners will be randomly selected on Thursday, June 8th, 2017 from all eligible online entries received during the Entry Period.
- c. Odds of winning depend on the number of valid online entries received.

- d. Entrants do not need to be present to enter or win the Prize.
- e. Potential prize winner will be notified by Administrator via phone promptly after the drawing. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases. The Prize winner must execute and return any required affidavit of eligibility and/or liability/publicity release by 5:00PM ET on Friday, June 9th, 2017 or prize(s) will be forfeited and an alternate winner will be selected. The alternate winner must execute and return any required affidavit of eligibility and/or liability/publicity release by 5:00PM ET on Monday, June 12, 2017 or prize(s) will be forfeited and no other alternate will be selected. If a potential winner(s) cannot be contacted, fails to sign and return the required fully-executed affidavit of eligibility and/or liability/publicity release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner forfeits the prize(s).

5. CONDITIONS

- a. Participation in the Sweepstakes and/or acceptance of prize(s) constitutes entrant's and/or winner's (and guest's, if applicable) permission for Administrator or its designees to interview the winner(s) (or guest(s), if applicable), to photograph, film and record each winner (or guest, if applicable), and to use in commerce and in any media, now or hereafter known, throughout the world, in perpetuity, his/her name, prize(s) won, hometown (city and state), biographic information, likeness, photograph, voice, audio or video recording and/or any statements made by him/her regarding Administrator, the Sweepstakes and/or its sponsor(s) for purposes of trade, publicity or sweepstakes without notice or additional compensation, notification or permission, in perpetuity, except where prohibited by law. Each winner (and guest, if applicable) agrees to sign a publicity release confirming such consent prior to acceptance of the prize, except where prohibited by law.
- b. Participation in the Sweepstakes and/or acceptance of prize(s) constitutes entrant's and/or winner's (and guest's, if applicable) agreement to release, discharge, and hold harmless the Sweepstakes Entities and their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns (collectively, the "Released Parties") from and against any and all claims or liability arising directly or indirectly from any prize(s) awarded and participation in the Sweepstakes, including, but not limited to, personal injury, death or damage to or loss of property, which may occur in connection with, preparation for, travel to, or participation in the Sweepstakes, or delivery, possession, acceptance and/or use or misuse of any prize or participation in any Sweepstakes-related activity, including, but not limited to, any claims based on publicity rights, defamation, invasion of privacy and merchandise delivery.
- c. If for any reason this Sweepstakes cannot be executed as planned, including but not limited to, as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Released Parties that corrupt or affect the security, administration, fairness, integrity

or proper conduct of the Sweepstakes, or if the Sweepstakes is compromised or becomes technically corrupted in any way, electronically or otherwise, Administrator reserves the right to cancel, terminate, suspend and/or modify the Sweepstakes. If the Sweepstakes is terminated before the original end date, Administrator reserves the right, in its sole discretion to, to modify the procedure for selecting winner(s), unless the nature of the event giving rise to such termination renders it impossible to select winner(s).

- d. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering or the administration of the Sweepstakes or in the announcement of a prize(s); (ii) incorrect or inaccurate entry information, human error, failure or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, postage due, illegible, incomplete or late entries; (v) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, telephone service outages, delays, busy signals, poor signals or signal interference, accidental disconnection or equipment malfunctions or any other technological problems or failures of any kind; or (vi) any cancellations, delays, diversions, substitutions or omissions whatsoever by any transportation providers or any other persons or entities providing any services to winner(s) (and guest(s), if applicable) including any results thereof such as changes in services or location necessitated by same. Further, the Released Parties are not responsible if any part of a Sweepstakes prize cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism or other factors beyond the Released Parties' control.
- e. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins or any other methods may void that entrant's entries and that entrant may be disqualified. The use of any device to automate entry is prohibited. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, sweepstakes entry services or proxies) will void all entries by that entrant at Administrator's discretion. Administrator's computer or telephone system is the official time keeping device for this Sweepstakes. In the event of a dispute, online entries will be deemed to have been submitted by the Authorized Account Holder. The "Authorized Account Holder" is the natural person who (i) is assigned to an email address by an internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address or (ii) is assigned to the text or mobile telephone number by a telecommunications provider, or other organization that is responsible for assigning such numbers. Administrator, in its sole discretion, reserves the right to disqualify any person who it believes is tampering with the entry process or the operation of the Sweepstakes. Failure to comply with the rules of the Sweepstakes may result in an entrant's disqualification and/or forfeiture of any prize or prizes. If Administrator makes a good faith determination that an entrant has cheated or committed fraudulent activity in connection with a Sweepstakes, Administrator may disqualify that entrant from entering and/or winning this and any

or all future administered Sweepstakes and seek damages to the fullest extent permitted by law.

- f. Administrator reserves the right to make changes to the rules of the Sweepstakes, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of the Sweepstakes Entities, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, Administrator reserves the right, but not the obligation, to cancel, terminate, suspend or modify the Sweepstakes and shall not be required to award a substitute prize(s).
- g. Except where prohibited, by entering the Sweepstakes, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize(s) awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in New York, NY; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall such costs include attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have any damages awarded multiplied or increased. New York law governs the interpretation and construction of these Official Rules and all aspects related thereto.
- h. For the names of the prize winners, email info@usbev.net.

6. PRIVACY

- a. By participating in the Sweepstakes, entrant agrees to Administrator's aforementioned Official Rules. Participant and winner information will not be stored and shared with any third parties with the exception of the text platform that is hosting the sweepstakes. This information will be removed after the sweepstakes ends.

Administrator & Sponsor:

United States Beverage: 700 Canal Street, Stamford, CT, 06902

Participating Retailer: ACME Supermarkets, Malvern Store Support Center
75 Valley Stream Pkwy Malvern, PA 19355