

Mike's® Hard Lemonade Backyard Movie Theater Package Sweepstakes  
OFFICIAL RULES

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. THIS SWEEPSTAKES IS OPEN ONLY TO LEGAL RESIDENTS OF THE 48 CONTIGUOUS UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE 21 YEARS OF AGE OR OLDER AT TIME OF ENTRY. VOID IN ALASKA, HAWAII AND WHEREVER PROHIBITED OR RESTRICTED BY LAW.**

**Eligibility:** The Mike's® Hard Lemonade Backyard Movie Theater Package Sweepstakes ("Sweepstakes") is open only to legal residents of the 48 contiguous United States and the District of Columbia who are 21 years of age or older at the time of entry. Void in Alaska, Hawaii and wherever prohibited or restricted by law. Employees, officers and directors of the following entities and members of their immediate families (defined as parent, child, sibling, spouse) or same households (whether related or not) are NOT eligible to enter the Sweepstakes or win a Prize: Mark Anthony Brands Inc. ("Sponsor"), its respective parent company, subsidiaries, divisions, affiliates, prize suppliers, advertising and promotion agencies, including Prize Logic LLC (the "Administrator"), as well as alcohol beverage licensees (i.e., alcohol beverage suppliers, importers, wholesalers, distributors and retailers). By participating in the Sweepstakes, entrants agree to abide by and be bound by these Official Rules and the decisions of Sponsor and Administrator which shall be final and binding in all respects. All federal, state and local laws apply.

**2. Sweepstakes Period:** Sweepstakes begins at 12:00:00 p.m. (noon) Eastern Time ("ET") on August 1, 2022 and ends at 11:59:59 p.m. ET October 31, 2022 ("Sweepstakes Period"). Time shall be kept by Administrator's computer.

**. How to Enter:** There is one (1) way to enter this Sweepstakes.

**Entry Method – Website (Accessed by Scanning Code):** During the Sweepstakes Period, look for the QR Code®\* at Point of Sale advertising materials in-store at wine/spirits shops and other retail locations where Mike's® Hard Lemonade beverages are sold.

**You are NOT required to purchase Mike's® Hard Lemonade beverages in order to enter the Sweepstakes.** Scanning the QR Code® from your handset (smart phone) will take you to a website, [Backyard.Mikeshard.com](http://Backyard.Mikeshard.com) ("Website")†. After verifying your age, complete and submit the entry form with all required information, including your name, state of residence, e-mail address, and agreement to these Official Rules. (Scanning the QR Code® alone will NOT result in entry; you must also complete and submit the entry form on the Website to enter the Sweepstakes). Internet access and a valid e-mail address are required to enter the Sweepstakes. You may be charged for wireless Internet access according to the terms of your plan with your cellular or "wi-fi" provider. All entries must be received no later than 11:59:59 p.m. ET on October 31, 2022. Receipt of entry may be acknowledged but such acknowledgment does not constitute any representation of eligibility for the Sweepstakes nor is it otherwise binding upon Sponsor. All entries become the sole property of the Sponsor and receipt of entries will not be acknowledged (except perhaps as noted above) or returned. No alterations or forged entries are permitted. All entrants must have handset and digital service which is compatible with QR Code® technology as well as allowing for Internet access in order to enter the Sweepstakes. Prizes will be awarded to the name corresponding to the e-mail address provided on the entry form. **Third party usage fees may apply.** Please consult your wireless service provider regarding your pricing plan BEFORE entering the Sweepstakes. Not all wireless providers feature necessary service to participate in the Sweepstakes via this Entry Method. Check your phone capabilities for specific instructions as to scanning QR Code® and wireless Internet access. Wireless Internet access is not available in all areas.

†You may also enter the Sweepstakes by accessing [Backyard.Mikeshard.com](http://Backyard.Mikeshard.com) directly without scanning the QR Code.®

\*QR Code® is a registered trademark of Denso Wave Incorporated and is used herein solely for reference purposes. No endorsement, sponsorship or other affiliation is intended or implied by such use.

**4. Entry Restrictions: Limit one (1) entry per person, per day (a “day” beginning at 12:00:00 a.m. ET until 11:59:59 p.m. ET; except for August 1, 2022 which begins at 12:00:00 [noon] ET) during the Sweepstakes Period. (After initial entry, you may enter by supplying your e-mail address.)** Violation of this entry limit will result in only the initial entry on a given day being accepted. But Sponsor and Administrator reserve the right to void all entries (and disqualify any entrant from the Sweepstakes altogether as well as to prohibit such entrant from participating in future promotions offered by Sponsor) if Sponsor or Administrator determine, in their sole discretion, that a given person has engaged in egregious, blatant or repeated violations of the entry limit. Proof of submission of entry does not constitute proof of receipt of same or proof of entry. All entries become the sole property of the Sponsor. Sponsor and Administrator assume no responsibility for late, lost, illegible/garbled, incomplete, damaged, inaccessible, corrupted or jumbled entries/ electronic transmissions, regardless of cause; and, all such entries are void.

**5. Prizes:** Ten (10) Prizes are available to be awarded. Each winner will receive one (1) Backyard Movie Theater Package to include one (1) digital projector, one (1) 135” folding movie screen, two (2) outdoor, portable \*Bluetooth® speaker to include battery pack, one (1) popcorn maker, one (1) Mike’s® branded cooler, two (2) Mike’s® branded chairs, and five (5) Mike’s® branded popcorn buckets. Approximate Retail Value of each Prize is \$10,000.00.

**Alcohol beverages are not part of the prize. Specific model and features of any prize component to be determined by Sponsor in its sole discretion; actual prizes may differ from images of same in Sweepstakes advertising and Sponsor disclaims any liability in conjunction therewith. A prize will only be shipped to a verified winner with a street address within the 48 Contiguous United States or District of Columbia. Various prize components may be shipped to a winner separately. All costs and expenses associated with a prize acceptance and use that are not specified herein are the sole responsibility of each winner; a prize delivery may be affected by U.S. Federal/State/County/Local health restrictions and/or other conditions arising from or related to the COVID-19/Coronavirus pandemic. If any prize component is declined by a winner, no alternate prize or compensation will be awarded in conjunction therewith.** Total Approximate Retail Value of all Prizes is \$100,000.00.

\*Used for identification purposes only. No sponsorship endorsement is intended or implied.

**6. Winners’ Determination/Odds: Limit of one (1) prize per person, family, household or address.** Winners will be determined in a random drawing on or about November 1, 2022 by Administrator, an independent judging organization, whose decisions will be final in all matters relating to this Sweepstakes. Odds of winning will be determined by the total number of eligible entries received during the Sweepstakes period. Potential winners will be notified by e-mail and will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents **within five (5) business days** from the date of attempted notification or prize may be forfeited in its entirety and awarded to an alternate winner, at the Sponsor’s sole and absolute discretion. In the event of noncompliance with this requirement or if potential winner cannot be contacted for any reason, respective prize will be forfeited without compensation of any kind and an alternate winner may be selected. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept any prize components, the respective prize may be forfeited. If respective prize is forfeited, prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries, as determined by Sponsor/Administrator in its sole discretion. If, after a good-faith attempt, Sponsor/Administrator is unable to award or deliver a prize or any components thereof, respective prize may be awarded to another winner at Sponsor’s/Administrator’s sole discretion. In the event of noncompliance with this requirement or if a potential winner cannot be contacted for any reason, respective prize will be forfeited without compensation of any kind and an alternate winner may be selected. Each winner shall be solely responsible for payment of any and all applicable federal, state and local taxes for prize won. All other costs and expenses not expressly set forth herein shall be solely each winner’s responsibility. Prizes will only be awarded to verified winners.

Sponsor/Administrator will attempt to notify each potential winner as set forth above, but Sponsor/Administrator is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a winner’s privacy or spam filter settings which may divert any Sweepstakes e-mail, including any winner’s notification e-mail, to a spam or junk folder. A prize is non-transferable and no prize substitutions, exchanges or

cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute any prize component, of equal or greater value in case of unavailability of any prize component, for any reason, at Sponsor's sole and absolute discretion. Sweepstakes Entities shall not be held responsible for any delays in awarding any prize component thereof, for any reason.

**7. General Conditions:** 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. No prize substitution on any component of prize except at Sponsor's sole discretion. Prize components are not redeemable/exchangeable for cash (except where required by applicable law). Prize components are not transferable except with Sponsor's prior consent which may be granted or withheld in its sole discretion without liability of any kind. All federal, state and local taxes on a prize are each winner's sole responsibility. By accepting a prize, a winner waives the right to assert as a cost of winning a prize, any and all costs of redemption or travel to redeem a prize, and any and all liability that might arise from redeeming or seeking to redeem a prize. All costs and expenses associated with at a prize acceptance and use that are not specified herein are the sole responsibility of each winner.

Taxes on a prize are each winner's sole responsibility. Each winner will be issued W-9 IRS Tax Form with the Affidavit of Liability, Eligibility and Publicity Release and a subsequent 1099 IRS Form as the value of a prize exceeds \$600. Upon receipt of a prize, each winner shall be required to comply with any and all applicable federal, state and local law, rules and regulations.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning a prize or any component thereof, furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRIZE COMPONENTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. THE ONLY WARRANTIES ON A PRIZE OR ANY COMPONENT THEREOF (IF ANY), ARE THOSE OF THE PRIZE SUPPLIER.

**8. Releases:** By participating, entrants indemnify, release and agree to hold harmless (a) Mark Anthony Brands Inc., its parent company, subsidiaries, divisions, affiliates, prize suppliers, and advertising and promotion agencies (including Administrator); and (b) the directors, officers, agents, representatives, shareholders, employees, independent contractors (including influencers), successors and assigns of any of the above organizations (collectively, the "Released Entities"); from any and all liability arising from participating in the Sweepstakes, any Sweepstakes-related activity and/or the acceptance, receipt, possession or use/misuse of any prize component, (as applicable). Without limiting the foregoing, Mark Anthony Brands Inc. makes no representation, warranty or guarantee of any kind regarding any prize component; this includes but is not limited to the warranty of merchantability or fitness for intended purpose. Except where prohibited by law, acceptance of a prize constitutes a winner's agreement to the use of his/her name, address (city, state), likeness, voice, photograph or other indicia of persona and/or statements regarding the Sponsor or the Sweepstakes for advertising, publicity and trade purposes by Sponsor and its designees, without further compensation or any notice or approval of any kind.

**9. Online/Website Entry Conditions:** In the event of a dispute, entries will be deemed made by the authorized account holder of the e-mail address provided on entry form. The authorized account holder is the natural person who is assigned to the e-mail address by an internet access provider, online service, or other organization that is responsible for assigning e-mail addresses. Sponsor/Administrator are not responsible for lost, late, damaged, illegible, misdirected, incomplete entries, or for entries not received due to lost, failed, delayed or interrupted connections or miscommunications, or to other electronic malfunctions, delays, or errors of any kind in the transmission or receipt of entries; or for defect of any kind which prevents a person from properly accessing the Sweepstakes online/website (including the QR Code® being misprinted, damaged, defective, irregular or otherwise non-functional). Sponsor and Administrator are not responsible for incorrect or inaccurate entry information, whether caused by online/website visitors or by any human or technological error that may occur in the processing of entries in this Sweepstakes. Sponsor reserves the right, in its sole discretion, to cancel or suspend all or a portion of the Sweepstakes, should viruses, bugs or other causes beyond control of the Sponsor corrupt the administration, security or proper operation of the Sweepstakes.

**10. Caution:** ANY ATTEMPT BY A PERSON TO DELIBERATELY 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 DISQUALIFY SUCH PERSON FROM THE SWEEPSTAKES (IF APPLICABLE), PROHIBIT SUCH PERSON FROM PARTICIPATING IN FUTURE PROMOTIONS OFFERED BY SPONSOR, AS WELL AS TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**11. Improper Conduct:** Sponsor, in its sole discretion, may disqualify any entrant from participation in or use of any or all portions of this Sweepstakes, and refuse to award any prize, if any entrant engages in any conduct Sponsor deems to be improper, unfair, otherwise adverse to the operation of the Sweepstakes or detrimental to other entrants of the Sweepstakes. Such improper conduct includes, without limitation, falsifying personal information required during entrant registration or a prize claim, violating any term or condition stated here, accumulating entries through methods such as automated computer scripts or any other programming techniques, allowing others to use an entrant's personal information for the purpose of accumulating entries, or intentionally trying to defraud, reverse engineer, disassemble or otherwise tamper with the computer programs/technology in connection with this Sweepstakes. Entrants agree that Sponsor may void any prize component, that an entrant may have won and/or require the return of any prize component, that an entrant may have won as a result of such improper conduct. Entrants further acknowledge that any forfeiture of any prize component, and/or return of any prize component, shall in no way prevent Sponsor from pursuing other avenues of recourse such as criminal or civil proceedings in connection with such conduct.

**12. Sponsor's Rights:** Sponsor reserves the right, in its sole discretion, to cancel, abbreviate, or suspend this Sweepstakes should it be compromised by computer virus, program bugs, non-authorized human intervention or other causes beyond the control of the Sponsor, including but not limited to fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order or regulation, order of any court or jurisdiction, without any compensation or liability to any entrant. Sponsor is not responsible for any typographical, technical, or other error in the printing of the offer, administration of the promotion or in the announcement of the prizes. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any sweepstakes materials and the terms and conditions of the official rules, the official rules shall prevail, govern and control.

Sponsor assumes no responsibility for any damage to an entrant's or any other person's mobile device or computer which is occasioned by participating in the Sweepstakes or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. The preceding expressly includes but is not limited to any communications sent by or sent to Sponsor (including attempted use of the QR Code®) which is not properly and timely received and accessible by Sponsor or its agencies for any reason. Sponsor has the right, in its sole discretion, to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor reserves the right to modify, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. If the Sweepstakes is modified, terminated or suspended, Sponsor will select the winners (if determined to be feasible in its sole discretion) from all eligible, non-suspect entries received (if any) in a manner determined by the Sponsor in its sole discretion to be fair, appropriate, and consistent with these Official Rules. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances, and, if not feasible, Sponsor shall not have any liability of any kind. Only the type and quantity of prizes as described in these Official Rules (that is, ten [10]

Prizes), are available to be won in the Sweepstakes. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by duly authorized representatives of Sponsor. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**13. Disputes:** This Sweepstakes is governed by the laws of the State of Illinois, without respect to conflict of law/choice of law doctrines of Illinois (or of any other jurisdiction which would lead to the application of the law of any jurisdiction other than Illinois). To the fullest extent permitted by law, as a condition of participating in the Sweepstakes, entrants agree (a) that any and all disputes regarding the Sweepstakes which cannot be resolved between the parties shall be resolved individually, without resort to any form of class action, exclusively before a federal or state court located in Cook County, Illinois; (b) to the personal jurisdiction of such courts and to waive any right of inconvenient forum, change of venue or any like right; (c) that any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred in entering the Sweepstakes (if any), but in no event attorney's fees, with all other forms of remedy – including but not limited to punitive, incidental, or consequential damages and injunctive relief – being expressly waived.

**14. Winners' List:** For winners' list, please send a self-addressed stamped envelope to "MHL Backyard Movie Theater Pkg Sweeps", 167 N. Green Street, 6<sup>th</sup> Floor, Chicago, IL 60607. All requests must be received by December 9, 2022. Winners' list will be available after December 23, 2022.

Sponsor: Mark Anthony Brands Inc., Chicago, IL

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MIKE'S IS HARD. SO IS PRISON. DON'T DRIVE DRUNK ® PREMIUM MALT BEVERAGE.