# OFFICIAL RULES PAULANER "MESSAGE IN A CAN" SWEEPSTAKES

No purchase necessary to enter or win. Must be 21 years of age or older to enter.

## **ELIGIBILITY**

The Paulaner "Message in a Can" Sweepstakes (the "Sweepstakes") begins at approximately 12:01 AM Eastern Time ("ET") on 06/01/23 and ends at 11:59:59 PM ET on 07/26/23 (the "Sweepstakes Period"). Must be 21 years of age or older at time of entry. Open to US residents, excluding residents of West Virginia. Employees of Paulaner USA ("Sponsor"), Sponsor's advertising/promotional agencies, and alcohol beverage licensees (plus immediate family members of all such employees) are not eligible to participate. The term "immediate family members" includes spouses, children, and siblings.

## **HOW TO ENTER**

There are two ways to enter: (1) Scan the QR code found on specially marked Paulaner "Message in Can" case cards at your favorite Paulaner retailer. The QR code will open to the Sweepstakes page; (2) Alternatively, you can enter the Sweepstakes http://www.gowithpaulanercans.com which will take you to the Sweepstakes entry page. Once you are at the Sweepstakes entry page, the page will load four images, each depicting one Paulaner beer: Grapefruit Radler, Münchner Lager, Hefe-Weizen, or Paulaner Pils. Choose one of the Paulaner cans by pressing the "Select" button below that can. After you make your selection, you will be asked to provide your name, email address, and confirm that you are 21 years of age or older and that you agree to the Official Sweepstakes Rules (an "Entry"). After submitting your information, a message from your chosen can will reveal if you are a winner, "Congrats! You're an Instant Winner," or if you are not a winner, "We're Sorry! You're not a winner at this time. Please play again tomorrow." There is a limit of one (1) Entry per person or per email address every 24 hours during the Sweepstakes Period. No purchase is necessary to enter or win but an internet connection is required. A purchase of beer will not improve chances of winning. Any Entry made using script, macro, or any devices intended to automate any aspect of participation will be disqualified without notice. All Entries become the property of the Sponsor.

## **DRAWING AND PRIZES**

There are eight (8) weekly entry periods (each an "Entry Period") during the Sweepstakes Period and there will be two (2) Instant Win winners (each an "Instant Winner") each Entry Period for a total of sixteen (16) Instant Winners. Instant Winner messages will provide further information regarding how to claim the Instant Win Prize.

Entry Period	Start Date	Stop Date	Drawing Date (on or around)
1 2 3 4 5 6 7	6/1/2023 6/8/2023 6/15/2023 6/22/2023 6/29/2023 7/6/2023 7/13/2023	6/7/2023 6/14/2023 6/21/2023 6/28/2023 7/5/2023 7/12/2023 7/19/2023	To be randomly determined
8	7/20/2023	7/26/2023	To be randomly determined

The Grand Prize Drawing will be on or around 8/14/2023.

Instant Win Prize. Each Instant Winner will win the following prize package (each an "Instant Win Prize"): (i) one (1) Paulaner Summer Mix T-Shirt (ARV \$12.00) and (ii) one (1) Paulaner branded rolling cooler (ARV: \$90.00) The total Approximate Retail Value ("ARV") of all Instant Win Prizes to be awarded in the Sweepstakes is \$1,632.00.

Grand Prize. On or around August 14, 2023, three (3) Grand Prize Winners will be randomly selected from among all eligible Instant Winners. Each Grand Prize Winner will be awarded the following prize package (the "Grand Prize"): one (1) Evolve Movement Inflatable SUP, (1) one paddle, (1) one roller backpack carrier, (1) one high speed hand pump, (1) one repair kit, and (1) one fin. The ARV of each Grand Prize is \$529.00. The total ARV of all Grand Prizes is \$1,587.00. The total ARV of all Prizes to be awarded is \$3,219.00. The Odds of being an Instant Winner will depend on the number of eligible entries received during the Sweepstakes Period. The odds of being selected as a Grand Prize Winner is 1:16. All costs and expenses not specifically mentioned herein including, but not limited to, all taxes and personal expenses, are the sole responsibility of each Instant Winner and Grand Prize Winner to pay. No alcohol is being awarded as part of the Sweepstakes.

An Instant Win Prize and a Grand Prize may also be referred to herein as a "Prize." An Instant Winner and a Grand Prize Winner may also be referred to herein as a "Winner." All Prizes will be awarded unless there is insufficient participation or if Sponsor cannot obtain from each Winner satisfactory proof of age and residency in a timely manner, in which case all Prizes may not be awarded and the odds of winning a Prize may change. All Winners are subject to confirmation of eligibility. Winners will be notified by email. Prizes will be shipped to Winners directly at no cost.

## **PRIZE CONDITIONS**

There is a limit of one Instant Win Prize per person or per email address. Prizes are nontransferable, cannot be sold or auctioned, and have no cash surrender value. No refund or compensation will be paid if a Winner declines all or part of a Prize. If Sponsor does not receive personal confirmation from a Winner of being selected as a Winner within three (3) days from Sponsor's notification, or if a Winner (i) fails to complete or return any requested documents by the date specified by the Sponsor, (ii) is found to be ineligible, or (iii) fails to comply with these Official Rules, the Winner will be disqualified and an alternate winner will be selected. If a Winner declines a Prize for any reason (even after acceptance), the Winner will be disqualified, and Sponsor will use reasonable efforts to select a replacement Winner as long as time permits, and the resulting delays do not affect the administration of the Sweepstakes. The acceptance or use of a Prize constitutes permission for Sponsor to use the Winner's name and address (city and state) and likeness for promotional purposes on a worldwide basis, and in all forms of media, in perpetuity, without notice or further compensation. In the event there is a difference between the actual value of a Prize and the stated ARV of that Prize, there will be no refund or reimbursement provided. The Grand Prize Winner may be requested to provide his/her social security number for purposes of being issued an IRS Form 1099 for the stated ARV of the Grand Prize. Each Winner is liable for the payment of all applicable federal and state taxes. Prizes must be accepted as awarded.

#### LIMITATIONS OF LIABILITY

Sponsor is not responsible for lost, late, delayed, inaccurate, incomplete, or misdirected entries, or for electronic, network or computer failures or malfunctions, lost or unavailable network

connections, or for other hardware, software or technical errors of any kind including any injury or damage to any person's computer related to or resulting from participating in the Sweepstakes, or for other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise, relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the number of Instant Winners selected by error, or with respect to any Sweepstakes-related materials. Winners agree to release, discharge, indemnify, and hold harmless the Sponsor and its parent companies, affiliates, directors, officers, employees, and agents, from any claims due to any injuries, damages, or losses to any person (including death) or property, resulting in whole or in part from acceptance or use of a Prize or participation in the Sweepstakes. Sweepstakes is subject to all applicable federal, state, and local laws. Entrants agree to be bound by these Official Rules and the decisions of the Sponsor whose decisions are final. Entrants waive any right to claim ambiguity with regard to the mechanics of the Sweepstakes or the interpretation of the Official Rules. Headings are provided for convenience only. Anyone attempting to defraud or tamper with this Sweepstakes will be declared ineligible and may be prosecuted. Sponsor is not responsible or liable for any loss, damage, inconvenience, or loss of time arising out of any acts, omissions, or negligence, of any person, including, without limitation, transportation carriers, and any person providing any service or accommodation in conjunction with the Prize, or for delays or cancellations including, but not limited to, those resulting from mechanical breakdown, closings, strikes, government action, inclement weather, or Acts of God. Sponsor is not responsible for incorrect information caused by printing, technical or human errors, which may occur during the Sweepstakes. Sponsor assumes no responsibility for errors, omissions, interruptions, deletions, defects, delays, or the theft, loss, or destruction of entries. If, for any reason, the Sweepstakes is not capable of being conducted as planned because of tampering, intervention, fraud, technical failures, or any other reason (each an "Intervening Cause"), which affects the security, fairness, or proper execution of the Sweepstakes, Sponsor reserves the right to modify or cancel the Sweepstakes or, in its discretion, award the Prizes through a drawing from all eligible entries received which, in Sponsor's opinion, were not affected by the Intervening Cause. Any disputes regarding this Sweepstakes shall be governed by New York law and resolved in courts located in Westchester County, New York, Any and all claims, judgments, and awards shall be limited to actual out-ofpocket costs incurred but in no event attorney fees. Entrant waives any claim for punitive, incidental, or consequential damages. With regard to the Prizes being awarded, Sponsor makes no express or implied warranty of merchantability or fitness for a particular purpose.

## WINNERS LIST

For a Winners List, mail a self-addressed stamped envelope postmarked by 08/25/23 to: Paulaner Message in a Can Sweepstakes Winners List, 2 Westchester Park Dr., Suite 201, White Plains, NY 10604. Void where prohibited.

## **SPONSOR**

Paulaner USA, Westchester NY is the sole Sponsor of the Sweepstakes. All names, logos, brands, and trademarks mentioned are the property of their respective owners.