

**VICTORY BREWING COMPANY FLIP FLOP NATION SWEEPSTAKES**  
**Official Rules**

**NO PURCHASE NECESSARY.**  
**PURCHASE WILL NOT IMPROVE CHANCES OF WINNING**

1. **Eligibility:** The Victory Brewing Company Flip Flop Nation Sweepstakes (“Sweepstakes”) is open and offered only to legal residents of the CT, DC, DE, FL, GA, IL, MA, MD, NC, NJ, NY, OH, PA, SC AND VA, who are 21 years of age or older at the time of entry. Employees of Victory Brewing Company (“Sponsor”), Arrowhead Sweepstakes & Fulfillment Co., Inc. (“Administrator”), and their respective subsidiaries and affiliated companies, advertising, Sweepstakes or production agencies (collectively, “Sweepstakes Entities”), and their immediate family members or individuals residing in their same household, are not eligible to participate or enter. Licensed wholesaler, licensed retailer and their employees may not participate in a sweepstake or contest. Subject to all applicable federal, state, and local laws. Void where prohibited or restricted by law.
2. **Sweepstakes Period:** The Sweepstakes begins on May 15, 2020 at 12:00:00 AM Eastern Time (“ET”) and ends on August 15, 2020 at 11:59:59 PM ET (“Sweepstakes Period”).
3. **Agreement to Official Rules:** Participation in this Sweepstakes 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 the prize is contingent upon fulfilling all requirements set forth herein.
4. **How to Enter:** There are 4 ways to enter during the Sweepstakes Period:
  - (A) **Text:** To enter via this texting method of entry, text the code “FLIPFLOPNATION” to **73876** using a two-way text messaging capable device. Once Entrant has completed the foregoing, he/she will receive a text message back that contains a link to where the entrant can complete and submit their entry form to earn one (1) entry (an “Entry”) into the Promotion. **Entrants who use text messaging to enter will be charged according to their carriers' standard messaging and data rates and entrants should contact their carriers for pricing details. Check your owners' manual for specific text messaging instructions. Text messaging may not be available through all wireless carriers.** Standard text messaging rates and Internet data rates may apply and Promotion Entities are not responsible for any fees incurred by participating in this Promotion. Text “STOP” to **73876** to stop. Text “HELP” to **73876** for help. Limit one (1) text entry per person/cell phone number per day throughout the entire Sweepstakes Period; OR
  - (B) **Instagram:** To enter via this method of entry, log into Instagram, follow **@VictoryBeer**, then upload a photo of yourself making the most of their summer, while tagging two friends that you want to celebrate with (“Photo”) to Instagram, using **@VictoryBeer** AND the hashtags **#FlipFlopNation #Sweepstakes**, to receive one (1) entry into the random drawing. Limit one (1) entry per photo, per person, per day OR
  - (A) **Online:** To enter via this method of entry, visit [www.victorybeer.com/flipflopnation](http://www.victorybeer.com/flipflopnation) (“Website”) during the Sweepstakes Period to find, complete and submit the online entry form on the Website. Limit one online entry per person per

day.

- (B) **Twitter:** To enter via this method of entry, log into Twitter, follow **@VictoryBeer** upload your Photo to Twitter, using **@VictoryBeer** AND the hashtags **#FlipFlopNation #Sweepstakes**, to receive one (1) entry into the random drawing. Limit one (1) entry per photo, per person, per day.

PLEASE NOTE: For Instagram and Twitter methods of entry, each entry must include **BOTH** hashtags and your photo or they will be forfeited. Entries must also include **@VictoryBeer**. The Photo submitted must not be indecent or obscene or contain pornography or material of a sexual or other inappropriate nature or show illicit drugs, or represent Victory Brewing Company in a false or negative light. **Limit:** one (1) entry per method of entry per day. Anyone attempting to get more than one (1) entry per day may be disqualified from the entire Sweepstakes at Sponsor's sole discretion.

**NEED PUBLIC PROFILE:** If entering via Instagram or Twitter, entrants must adjust their Instagram or Twitter account settings to allow for receipt of messages from Sponsor. For this purpose, entrants will have to set their Instagram or Twitter account settings to 'Public', and take any further necessary steps to ensure receipt of any communication from Sponsor. It is solely entrant's burden to take any steps necessary to adjust their Instagram or Twitter account settings so that messages can be sent by Sponsor. An Entrant's non-receipt of a message from Sponsor for any reason, including for failure on behalf of entrant to adjust Instagram or Twitter account settings, shall be entrants, and not Sponsor's fault. Similarly, Sponsor shall not be held liable if they are not able to view an entrant's entry for any reason, including the failure on behalf of entrant to adjust their Instagram or Twitter account settings accordingly. By entering this Sweepstakes, each entrant agrees that the Sponsor has the right to contact the entrant by direct Message via entrant's Instagram or Twitter or email accounts provided upon registrations to administer and fulfill this Sweepstakes.

**This Sweepstakes is not sponsored, endorsed, administered by or associated with Instagram or Twitter. By entering, you are providing the information to Sponsor, and not to Instagram or Twitter. WHEN YOU UPLOAD YOUR PHOTO YOU AUTHORIZE US TO USE YOUR PHOTO WITHOUT COMPENSATION.**

5. **Winner Selections:** There will be a total of one (1) Grand Prize Winner, ten (10) First Prizes; and one hundred (100) Second Prizes in this Sweepstakes (each recipient, a "Winner"). The Winners will be selected by random drawing on or about August 20, 2020. Odds of winning depend on the number of eligible entries received during the Sweepstakes Period. The Winners will be notified by Administrator via text message, direct message on Twitter or Instagram, or email (depending on the method of entry) on or about the day of the random drawing. Failure to respond to a Winner notification within **forty-eight (48) hours** will be deemed forfeiture of the Prize and an alternate winner may be selected at Sponsor's or Administrator's sole discretion. Sponsor is not responsible for text, email or direct message notifications that are undeliverable, not received or unanswered.
6. **Verification of Potential Winner:** In order to be confirmed as an official Winner, and without limitation of any other terms herein, a potential Winner may be required to provide satisfactory proof, as determined by Sponsor in its sole discretion, that such potential Winner is an eligible Entrant, including but not limited to providing a copy of the potential Winner's government-issued

identification and/or additional information required by Sponsor in order to verify eligibility and compliance with these Official Rules. Winners may be required to sign and return to Administrator, within **forty-eight (48) hours** of the date notice is sent, an affidavit of eligibility, and a liability/publicity release (except where prohibited) as a condition to claim his/her Prize. If the potential Winner cannot be contacted, fails to sign and return the affidavit of eligibility and liability/publicity release within the required time period (if required), potential Winner will forfeit the prize and an alternate winner may be selected at Sponsor's sole discretion.

7. **Prizes & Approximate Retail Values ("ARV"):** **One (1) Grand Prize** –Grand prize will consist of between six (6) and eight (8) pairs of tickets to MLB games in the winners hometown or city nearest winner's home town featuring a MLB team. Final dates and quantities of tickets will be decided at the sole discretion of the Sponsor depending on location of winner's hometown. ARV: \$2,000.00. Seat location is at Sponsor's sole discretion. Parking and transportation are not included as part of the prize. Grand Prize includes only those items specified in the Grand Prize description. All taxes associated with the prize are each winner's sole responsibility. Prize is nontransferable, and no substitution will be made except as provided herein at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize, or component thereof, for one of equal or greater value if the designated prize should become unavailable for any reason. Any difference between the stated ARV and actual ARV will not be awarded. All elements of the Grand Prize must be redeemed at the same time, and no changes will be permitted after confirmation of any redemption. Winner must execute liability/publicity releases prior to issuance of tickets. Grand Prize consists only of the elements expressly set forth above. Once issued, tickets are nontransferable and may not be resold or bartered. Sponsor will not replace any lost, mutilated, or stolen tickets. Sponsor will provide the Grand Prize Winner with an IRS Form 1099 reflecting the actual final retail value of the Grand Prize, or such other governmental tax forms that may be necessary, as determined in the sole discretion of Sponsor. In the event winner resides further than 150 miles from the nearest MLB city location, a \$2,000 cash equivalent will be provided to winner in Sponsor's sole discretion. **Ten (10) First Prizes** – Summer Essentials Kit consisting of Summer Love and Victory Brewing Company Swag Bag containing Sponsor specified items. ARV: \$100.00 each. **One hundred (100) Second Prizes** – Flip Flops. ARV: \$10.00 each. Alcohol is not part of any prize.

The total ARV for all prizes available during the Sweepstakes is ARV: \$4,000. No prize transfer or cash substitutes allowed except at Sponsor's sole discretion due to prize unavailability or for any reason and only then for prize of equal or greater value at Sponsor's sole discretion and option. Winners are responsible for all applicable federal, state and local taxes. Grand Prize winner will receive a Federal Tax Form 1099. Prize consists of only those items specifically listed as part of the prize. Limit one (1) prize per person during the entire Sweepstakes Period.

5. **General Conditions and Release:** By entering, each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless the Sweepstakes Entities from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's

submission, participation in the Sweepstakes, and acceptance or use or misuse of prize; (c) indemnify, defend and hold harmless the Sweepstakes Entities and Twitter or Instagram, including their parents and affiliates, from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to an entrant's participation in the Sweepstakes and/or entrant's acceptance, use or misuse of prize; and (d) use by Sponsor and its agents of the entrant's name, likeness, photograph, voice, opinions, hometown, state and any other information submitted to Sponsor for promotional purposes, or on a winner's list, if applicable, in any media, worldwide, without further payment or compensation.

Potential winners may be required to complete an Affidavit of Eligibility and Release ("Affidavit") in accordance with the instructions listed in any prize notification correspondence. Any potential who fails or refuses to sign and return the required documentation within the time period specified by Sponsor may be disqualified. Non-compliance with these Official Rules or failure to return all required documentation by the stated deadline or Sponsor's inability to contact an entrant (using the contact information provided) within a reasonable time period, as determined in Sponsor's sole discretion may result in disqualification and the forfeiture of any prize.

- 6. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction or if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select the winner who has accumulated the most points from all eligible, non-suspect entries received as of the event giving rise to the termination. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other Sweepstakes or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Only the type and quantity of prizes described in these Official Rules will be awarded. 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of a winner based on an email address or Twitter or Instagram account, the winning Submission will be declared made by the authorized account holder of the email address or Twitter or Instagram account used to submit the Submission.
- 7. Limitations of Liability:** The Sweepstakes Entities as set forth above, and their respective parents and affiliates, are not responsible for: (1) any incorrect or

inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason a Submission is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Submission in the Sweepstakes, provided that if it is not possible to award another Submission due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, at its discretion, may elect to select potential winners from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. Entrant further agrees and acknowledges that Sponsor reserves the right to forfeit or award any unclaimed or leftover prize at its sole discretion.

WITHOUT LIMITING THE FOREGOING, AND EXCEPT WHERE PROHIBITED BY LAW, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

- 8. Disputes/Governing Law:** Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, other than those concerning the administration of the Sweepstakes or the determination of winner or for any disputes arising from the loss or injury from the participation in a Prize, shall be resolved individually, without resort to any form of class action; (ii) any disputes arising out of these Official Rules (except for any disputes arising from the loss or injury from the use of prizes) shall be submitted to final, binding arbitration conducted in Pennsylvania under the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services Inc. before a single, neutral arbitrator who is a former or retired Pennsylvania state or federal court judge with experience in entertainment matters who shall follow California law and the Federal Rules of Evidence and have no authority to award punitive damages. Either party may enforce a final arbitration award in any court of competent jurisdiction in Pennsylvania, including an award of costs, fees and expenses incurred in enforcing the award. Notwithstanding the foregoing, Sweepstakes Entities shall be entitled to seek injunctive relief (unless otherwise precluded by any other provision of these Official Rules) in the state and federal courts of Pennsylvania. Any dispute or portion thereof, or any claim for a particular form of relief (not otherwise precluded by any other provision of these Official Rules), that may not be arbitrated pursuant to applicable state or federal law may be heard only in a court of competent jurisdiction in Pennsylvania; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues

and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Pennsylvania or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.

9. **PRIVACY:** Sweepstakes Entities and their authorized agents will collect, use, and disclose the personal information entrant provides when entering the Sweepstakes solely for the purposes of administering the Sweepstakes and fulfilling prizes, and by entering this Sweepstakes entrant consents to the collection, use, disclosure and management of his/her personal information for said purposes. All personal information that entrant submits will be subject to Sponsor's privacy policy. In the event of any discrepancy between Sponsor's privacy policy and these Official Rules, the privacy policy will govern and control. For a copy of Sponsor's complete online privacy policy please visit [www.victorybeer.com](http://www.victorybeer.com).
10. **Official Rules/Winner's List:** For the Sweepstakes Winners' names (of prizes worth \$25.00 or more), or a copy of the official rules, visit [www.victorybeer.com/flipflopnation](http://www.victorybeer.com/flipflopnation).
11. **Sponsor:** Victory Brewing Company, 420 Acorn Ln, Downingtown, PA 19335.

DRINK RESPONSIBLY.

ABBREVIATED RULES:

**NO PURCHASE NECESSARY.** The Victory Brewing Company Flip Flop Nation Sweepstakes is open to residents of CT, DC, DE, FL, GA, IL, MA, MD, NC, NJ, NY, OH, PA, SC AND VA, 21 and older. Void where prohibited. Starts on **5/15/2020** at 12:00:00 AM ET and ends on 8/15/2020 at 11:59:59 PM ET. For how to enter and rules, visit [www.victorybeer.com/flipflopnation](http://www.victorybeer.com/flipflopnation). Sponsor: Victory Brewing Company, 420 Acorn Ln, Downingtown, PA 19335.