

**SHINER RANDY ROGERS Sweepstakes  
Official Rules (the “Official Rules”)**

**MUST BE 21 YEARS OF AGE OR OLDER TO ENTER. NO PURCHASE OR PAYMENT NECESSARY. PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. MUST BE A LEGAL RESIDENT OF THE UNITED STATES TO ENTER. OPEN ONLY TO LEGAL U.S. RESIDENTS OF CO, KS, OK & TX WHO ARE 21 YEARS OF AGE OR OLDER. VOID ELSEWHERE AND WHERE PROHIBITED OR RESTRICTED BY LAW.**

**1. Eligibility**

The Shiner Randy Rogers Sweepstakes (the “Sweepstakes”) is open only to legal U.S. residents who are at least twenty-one (21) years old at the time of entry. Void in West Virginia and where prohibited or restricted by law. This Sweepstakes is organized by Spoetzl Brewery, (“Sponsor”). Employees of Spoetzl Brewery, vendors of Spoetzl Brewery, licensed alcoholic beverage distributors and retailers, Avid Marketing Group or any of their respective affiliates, subsidiaries, advertising agencies or any other company or individual involved with the design, production, execution or distribution of the Sweepstakes, and the immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such individual are not eligible. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Administrator’s (as defined in Section 2 below) decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. No purchase or payment is necessary to enter or win the Sweepstakes.

**2. Sponsor and Administrator**

Sponsor: Spoetzl Brewery, 14800 San Pedro Avenue Suite 300, San Antonio, TX 78232  
Administrator: Avid Marketing Group, P.O. Box 1008, Rocky Hill, CT 06067-1008.

**3. Timing**

The Sweepstakes begins on February 15, 2019 at 12:00 a.m. Eastern Time (“ET”) and ends on March 28, 2019 at 11:59 p.m. CT (the “Sweepstakes Period”). Sponsor is the official time keeper for this Sweepstakes.

**4. How to Enter**

**Entry Method 1:** To enter via text, text “KKAJ” from your handset addressed to “55755.” Send the text message, verify your age, and provide your name and state to complete your entry. Once you send the text message, your entry into the sweepstakes will be automatic if you are 21 years of age or older. You will be charged for all text messages sent and received from your handset according to the terms in your individual Calling Plan with your cellular provider. Entrants must have a text messaging two-way capable handset and digital service in order to enter the Sweepstakes using the text entry method. Prize will be awarded to the name corresponding to the phone number from which the text message originated. Standard text messaging and data fees apply. Please consult your wireless service provider regarding your pricing plan. Not all cellular phone providers carry necessary service to participate. Check your phone capabilities for specific text messaging instructions. Text messaging service is not available in all areas.

**Entry Method 2:** To enter without text-in send an email to Promotionalsweepstakes@avidinc.com with your name, date of birth, state, phone number with the subject "Shiner Randy Rogers Sweepstakes-TGC1061550W" by March 28, 2019.

**No more than ONE (1) entry PER DAY regardless of entry method for the Sweepstakes Period.** Multiple entries per day will automatically result in disqualification. No alterations or forged entries are permitted.

Sponsor is not responsible for technical difficulties or Internet service disruptions or other equipment or service issues which might affect an on-line user's ability to enter and qualify or the ability of Sponsor to notify the winners. Sponsor assumes no responsibility for lost, late, damaged, misdirected, illegible, incomplete, entries or other Sweepstakes materials, all of which are void. Facsimiles or mechanical reproductions will not be accepted, and entrants may not use any other device or artifice to enter in excess of the number of entries allowed. All entries become the property of Sponsor and will not be returned.

#### **5. Winner Selection – Grand Prize**

THREE (3) Grand Prize Winners will be awarded nationally. The winner will be determined on or about April 1, 2019 in a random drawing among all eligible entries received. The drawing will be conducted by AMG, an independent third-party organization, whose decisions will be final and binding in all matters relating to this Sweepstakes. Odds of winning a prize will be determined by the total number of eligible entries received. The awarding of the prize is subject to verification of the potential winner's eligibility. The winner will be notified by email and/or phone on or around April 1, 2019. **The Winner will be required to furnish valid proof of age in a form prescribed by Sponsor (for example, a copy of a valid driver's license, birth certificate or passport) within FIVE (5) days of notification, along with a notarized Affidavit of Eligibility Form and a W9 Form.** If the prize notification is returned as undeliverable, or if the potential winner fails to return the prize claim documents within the stated time period, or if the potential prize winner cannot accept the prize as stated, or if Sponsor, in its sole discretion, deems a potential winner ineligible to receive the prize for any reason, the corresponding prize will be forfeited in its entirety and awarded to an alternate winner in a random drawing from among the remaining entries received.

The Grand Prize winner's guest must be 21 years of age or older and sign and return a liability release and a publicity release (where lawful) within five (5) days of notification of winner. Except where prohibited, acceptance of prize constitutes winner's consent to use of his/her name, likeness and biographical data for advertising and promotional purposes without additional compensation. Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the promotion without notice or further obligation.

Except where prohibited, acceptance of prize constitutes winner's consent to use of his/her name, likeness and biographical data for advertising and promotional purposes without additional compensation. Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the promotion without notice or further obligation.

**6. SPONSOR AND/OR ADMINISTRATOR'S DECISIONS AS TO THE ADMINISTRATION AND OPERATION OF THE SWEEPSTAKES AND THE SELECTION OF POTENTIAL WINNER IS FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING ENTRY HAS BEEN VERIFIED. SPONSOR WILL NOT**

**ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY ENTRY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED DEFECTIVE AND IS VOID AND WILL NOT BE HONORED.**

### **7. Verification of Potential Winner**

Potential winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Winner and guest must be 21 years of age or older. Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute any listed prize for one of equal or greater value for any reason. Winner is solely responsible for all federal, state and local income taxes.

Sponsor reserves the right to conduct a background check of any criminal records of the Winner. To the extent necessary and permitted by law, Winner shall authorize this background check. Sponsor reserves the right, at its sole discretion, to disqualify prize winner from any prize element, based on the background check. Winner also accepts sole responsibility for any miscellaneous costs relating to acceptance of prize.

### **8. Prizes**

THREE (3) Grand Prize Winners and up to one (1) guest each (21 years or older) will receive tickets to attend a celebration for the Randy Rogers Band's release of their new album, *Hellbent* on April 27, 2019, including a one hour meet-and-greet and co-branded Randy Rogers Band and Shiner merchandise. Location to be determined at a later date. Tickets, transportation, and lodging will be provided. Ticket type and seat location are of Sponsor's sole choosing. Tickets are subject to terms and conditions indicated thereon, concert venue restrictions and are not for re-sale. Winner and guest must conduct themselves at all times in a socially responsible, respectful and appropriate manner before, during and after the applicable event; and, should winner and/or guest fail to do so, prize may be immediately terminated, and the Sponsor may pursue other legal sanctions against the winner and/or guest. Should winner choose to accept prize without a guest (or if guest fails to timely sign and return the Liability/Publicity Release, as discussed above), he/she will only receive one (1) ticket to the Randy Rogers album release concert and no alternate prize or compensation will be awarded. All costs/expenses not specified in these Official Rules with respect to the Grand Prize Trip are the winner's sole responsibility. Approximate Retail Value ("ARV") of Grand Prize is \$2,000.00.

Prizes will only be shipped to a street address within the respective region. Actual item may differ from depiction of prize in Sweepstakes advertising and Sponsor disclaims any and all liability in conjunction therewith. Alcoholic beverages are not part of the prize. Actual value may vary. Any difference between the stated ARV and actual value will not be awarded.

### **9. Entry Conditions and Release**

By entering, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of Sponsor and Administrator, which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless Sponsor, Administrator, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, and all of their respective affiliates and related entities and each of their respective officers, directors, agents, vendors, employees and other representatives (collectively, the "Released Parties") 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 entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Released Parties 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.

#### **10. Publicity**

Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

#### **11. General Conditions**

Administrator reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Administrator's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Administrator in its sole discretion. Administrator 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 promotion 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, Administrator reserves the right to seek damages from any such person to the fullest extent permitted by law. Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

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 substitution of prize or cash equivalent except at Sponsor's sole discretion. Cash equivalent may be less than the approximate retail value of the prize. Prize is non-transferable except at the sole discretion of the Sponsor. All federal, state and local taxes on the prizes are winner's sole responsibility. By accepting the prize, winner waives the right to assert as a cost of winning said prize, any and all costs of redemption or travel to redeem said prize and any and all liability that might arise from redeeming or seeking said prize.

The value of the Prize won by a participant under the Sweepstakes may be taxable as income to its Winner. Winner is solely responsible for any and all taxes and/or fees associated with the prize. Winner will be issued an IRS Form W-9 with the Affidavit of Eligibility and Release and a subsequent IRS Form 1099. The winner shall be required to comply with any and all applicable federal, state and local law, rules and regulations. The stated ARV of the prize is based on available information provided to Sponsor, and any difference in ARV at the time of awarding will not be awarded, and the value of any prize awarded to Winner may be reported for tax purposes as required by law. Neither Sponsor nor Administrator have made any warranty, representation or guarantee, expressed or implied, in fact or in law, with respect to any prize awarded, and specifically disclaim all such warranties, including, without limitation, any warranty of merchantability or fitness for a particular purpose.

Text Entries: By participating in the Sweepstakes, you authorize Sponsor or Administrator to communicate with you by text messaging regarding Sweepstakes participation for the duration of the

Sweepstakes. In case of dispute as to identity of entrant, entry will be declared made by the authorized account holder of the cellular provider. "Authorized Account Holder" is defined as the natural person who is assigned a number by the cellular provider or as shown on the cellular provider's records.

## **12. Limitations of Liability**

The Released Parties are not responsible for: (a) 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; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Sweepstakes; (d) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (e) 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 an entrant's entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, provided that if it is not possible to award another entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated prize will be awarded. In event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated prize by a random drawing among all legitimate, unawarded, eligible prize claims.

## **13. Governing Law**

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of the Participant, or Sponsor in connection with the Promotion shall be governed by and construed in accordance with the internal laws of Connecticut without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

## **14. Entrant's Personal Information**

Information collected from entrants is subject to Sponsor's Privacy Policy which is available at [www.shinerrandyrogersbandsweeps.com](http://www.shinerrandyrogersbandsweeps.com). Each entrant acknowledges that, by entering the Sweepstakes, entrant has opted into Sponsor's Privacy Policy and, by opting into Sponsor's Privacy Policy, has read and accepted Sponsor's Privacy Policy.

## **15. Sweepstakes Results**

For Sweepstakes results and/or a copy of these Official Rules, send a hand-printed, self-addressed, stamped envelope to TGC1061550W Shiner Randy Rogers Sweepstakes c/o Avid Marketing Group, P.O. Box 1008, Rocky Hill, CT 06067-1008. Requests for this information must be received by May 1, 2019.

Sponsor: Spoetzl Brewery  
Please Drink Responsibly.