

**White Claw® Get Ready to Make New Waves Instant Win Game**  
**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 AND HAWAII AND WHEREVER PROHIBITED OR RESTRICTED BY LAW.**

**Eligibility:** This Instant Win Game (“Game”) 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 and 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 participate in the Instant Win Game or win a prize: Mark Anthony Brands Inc. (“Sponsor”), PrizeLogic, LLC (“Administrator”) and (as applicable) their respective parent companies, agencies (including the independent judging organization), alcohol beverage suppliers, importers, wholesalers, distributors and retailers. By participating in the Instant Win Game, 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. Instant Win Game Period:** Instant Win Game begins at 12:00:00 p.m. Central Time (“CT”) on April 1, 2021 and ends at 11:59:59 p.m. CT August 31, 2021 (“Instant Win Game Period”). Time shall be kept by Administrator’s computer.

**3. How to Play:** There is one (1) way to participate in the Instant Win Game.

**Entry Method – Website (Accessed by Scanning Code):** During the Instant Win Game Period, look for the QR Code®\* at Point of Sale advertising materials in-store at wine/spirits shops and other retail locations where White Claw® products are sold to access the Website (defined below) and follow the steps noted below to participate in the Instant Win Game (Scanning the QR Code® alone will NOT automatically result in registering for or playing the Instant Win Game).

**You are NOT required to purchase White Claw® products in order to register for or play the Instant Win Game.** Scanning the QR Code® from your handset (smart phone) will take you to [makewaves.whiteclaw.com](http://makewaves.whiteclaw.com)† (“Website”). After verifying your age and providing your e-mail address, complete the registration form with your name, complete residential address, telephone number and date of birth. After submitting your registration form, you may access the game play (“Game Play”) page. (After initial registration, returning user may go directly to Game Play page by providing his/her e-mail address.) On the Game Play page, play the interactive game. If a winning message is revealed, you are the potential winner of an Instant Win Prize, subject to verification. If verified as a winner of an Instant Win Prize, you will be notified by e-mail at the e-mail address provided on the registration form; see Rule 6 below. Each entrant who receives a winning notification will be deemed a potential Instant Win Prize winner subject to verification of the entrant’s eligibility and compliance with these Official Rules, as determined by Sponsor in its sole discretion. An entrant is not a winner of an Instant Win Prize, even if the notification should so indicate, unless and until entrant’s eligibility and the potential winning Game Play have been verified and entrant has been notified that verification is complete. Any Game Play that occurs after the system has failed for any reason is deemed a defective play, is void, and will not be honored.

If a winning message is NOT revealed, you are NOT a winner of an Instant Win Prize.

Regardless of result of Game Play, you will be entered once in the random drawing to win a Grand Prize.

Internet access and a valid e-mail address are required to participate. You may be charged for wireless Internet access according to the terms of your plan with your cellular or “wi-fi” provider.

All registrations and Game Plays become the sole property of the Sponsor.

†You may also participate in the Instant Win Game by accessing [makewaves.whiteclaw.com](http://makewaves.whiteclaw.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. Game Play Restrictions: Limit one (1) Registration per person; limit one (1) Game Play/Grand Prize random drawing Entry per person, per day (a “day” beginning at 12:00:00 a.m. CT until 11:59:59 p.m. CT) during the Instant Win Game Period except on April 1, 2021 when a day begins at 12:00:00 p.m. CT).**

Violation of the limit on Game Plays will result in only the initial Game Play on a given day being accepted (and such individual will only receive one (1) Grand Prize random drawing Entry for that day). But Sponsor reserves the right to void all Game Plays/Grand Prize random drawing Entries (and disqualify any entrant from the Instant Win Game altogether as well as to prohibit such entrant from participating in future promotions offered by Sponsor) if Sponsor determines in its sole discretion that a given person has engaged in egregious, blatant or repeated violations of the limit on Game Plays or if a person registered for the Instant Win Game more than once. Sponsor and its agencies assume no responsibility for late, lost, illegible/garbled, incomplete, damaged, inaccessible, corrupted or jumbled registrations/Game Plays/Grand Prize random drawing Entries/electronic transmissions, regardless of cause (all of which are void).

Proof of submission of registration does not constitute proof of receipt of same. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER MATERIALS IN LIEU OF THE PRIZE WINNING MESSAGE; TO BE VALID, PRIZE WINNING MESSAGE MUST BE SUPPLEMENTED BY E-MAIL NOTIFICATION OF WINNING.

All registrations/Game Plays become the sole property of the Sponsor.

**5. Prizes:** Forty-five (45) Grand Prizes are available to be won. Each Grand Prize winner will receive one (1) WC branded Paddle Board, one (1) \*YETI® Tundra Hard Cooler, one (1) \*YETI® Rambler Colster Slim Can Insulator, one (1) \$200 Gift Card (Gift Card Issuer will be chosen by Sponsor at its sole discretion and Gift Card is subject to terms and conditions of use as indicated thereon). Approximate Retail Value of each Grand Prize is \$1,824.98.

Three Thousand (3,000) Instant Win Prizes (each a “Prize”) are available to be won. Each Prize winner will receive one (1) \*YETI® Rambler Colster Slim Can Insulator . Approximate Retail Value of each Prize is \$24.99.

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

**Alcohol beverages are not part of any prize.** Total Approximate Retail Value of all prizes is \$157,095.00.

**6. Winners’ Determination/Odds:** Grand Prize winners will be selected in a random drawing from among all eligible Grand Prize random drawing Entries received. As discussed above, regardless of result on valid Game Play, the entrant will receive one (1) entry in Grand Prize random drawing. The random drawing will be conducted on or about September 2, 2021 by Administrator, an independent judging organization whose decisions will be final in all matters relating to this Instant Win Game. Odds of winning a Grand Prize depend on the number of eligible entries received for the random drawing. Potential Grand Prize winners will be notified by e-mail on or about September 2, 2021 and will be required to sign an Affidavit of Eligibility, Liability and Publicity Form release within **five (5) business days** of notification or prize will be forfeited and may be awarded to another winner at Sponsor's sole discretion. Instant Win Prizes are assigned to a pre-selected time during the Instant Win Game Period. **The first registered person to play the Instant Win Game on or after such randomly pre-selected time is the potential winner of the Instant Win prize assigned to that time.** The odds of winning an Instant Win Prize depend on when the entrant completes a Game Play. Instant Win Prizes will be made available at random times throughout the Instant Win Game Period. To be a potential winner of an Instant Win prize, an entrant’s Game Play must have occurred at the exact randomly predetermined winning time as determined by Administrator. If a Game Play does not occur at the exact randomly predetermined winning time, then the next entrant’s Game Play to occur after that time will be deemed a potential winner of the corresponding Instant Win prize. The number of Instant Win prizes available to be won will decrease during the Instant Win Game Period as Instant Win prizes are awarded and claimed. Potential Instant Win Prize winners will be notified on-screen (as per Rule 3 above) and will receive an e-mail following the potentially winning Game Play. To be verified as the winner of an Instant Win prize, a potential winner must claim

the prize as directed. To be verified as the winner of an Instant Win prize, a potential winner must provide Administrator with valid, government-issued photo identification establishing that he/she is 21 years of age or older (and otherwise eligible as per these Official Rules) and required to complete/sign/return a declaration of eligibility, liability and publicity release.

**7. General Conditions:** Registration and Game Play constitutes an entrant's full and unconditional agreement to abide by and accept the terms and conditions of these Official Rules. No prize substitution except at Sponsor's sole discretion. Limit of one (1) Instant Win Prize and one (1) Grand Prize per person. All details of prize will be determined by Sponsor; prize must be accepted by winner as awarded. Prize is not redeemable/exchangeable for cash except with respect to gift card portion of Grand Prize where required by applicable law. A prize is 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 prize acceptance and use that are not specified herein are the sole responsibility of each winner.

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

If a potential Instant Win Prize winner is disqualified, fails to properly and timely claim Instant Win Prize, or not in compliance with these Official Rules, declines to accept a prize, or in the event that the potential winner fails to return any requested documentation, the Instant Win Prize may be forfeited. If an Instant Win Prize is forfeited, the Instant Win Prize may be awarded to an alternate winner.

Prizes will be mailed to verified winners at the address provided on the registration form approximately six (6) to eight (8) weeks from the end of the Instant Win Game.

In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winners. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more prizes are claimed than are intended to be awarded according to these Official Rules, the intended prizes will be awarded in a random drawing from among all verified prize claims received (excluding those prizes previously awarded).

Sponsor will attempt to notify each potential winner as set forth above, but Sponsor 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 Instant Win Game e-mail, including any winner notification e-mail, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable, may be awarded to an alternate winner, selected in a random drawing from among all remaining non-winning Game Plays, as determined by Sponsor/Administrator in their sole discretion. The right to receive a prize is non-assignable, non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a prize or force majeure, at Sponsor's sole and absolute discretion. Sponsor and Administrator shall not be held responsible for any delays in awarding the prize for any reason.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning a prize furnished in connection with the Instant Win Game. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, A PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE AND/OR NON-INFRINGEMENT. THE ONLY WARRANTIES ON ANY PRIZE (IF ANY) ARE THOSE OF THE APPLICABLE 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 (including YETI Coolers, LLC), and advertising and promotion agencies (including PrizeLogic); (b) the directors, officers, agents, representatives, shareholders, employees, successors and assigns of any of the above organizations (collectively, the “Released Entities”); and (c) Facebook, Inc./Instagram and Twitter, Inc. from any and all liability arising from registering for and/or playing the Instant Win Game, any Instant Win Game -related activity and/or the acceptance, receipt, possession or use/misuse of prize[s] (as applicable). Without limiting the foregoing, Mark Anthony Brands Inc., makes no representation, warranty or guarantee of any kind regarding any prize; 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 each 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 Instant Win Game for advertising, publicity and trade purposes by Sponsor and its designees, without further compensation or any notice or approval of any kind. *This Promotion is in no way sponsored, endorsed, or administered by or associated with, Facebook, Instagram or Twitter.*

**9. Online/Website Game Play Conditions:** In the event of a dispute, Game Plays will be deemed made by the authorized account holder of the e-mail address provided on registration 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 and its agencies are not responsible for lost, late, damaged, illegible, misdirected, incomplete registrations, Game Plays/Grand Prize random drawing Entries or e-mail notifications of winning a prize; for registrations or Game Plays/ Grand Prize random drawing Entries not properly completed/effected or for registrations/Game Plays/ Grand Prize random drawing Entries/e-mail winner notifications 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 registrations; Game Plays/ Grand Prize random drawing Entries; e-mail winner notifications; or for defect of any kind which prevents a person from properly accessing the Website, registering for or playing the Instant Win Game (including the QR Code<sup>®</sup> being misprinted, damaged, defective, irregular or otherwise non-functional). Sponsor is not responsible for incorrect or inaccurate registration/Game Play/ Grand Prize random drawing Entry/e-mail winner notification information, whether caused by online/website visitors or by any human or technological error that may occur in the processing of registrations/Game Plays/ Grand Prize random drawing Entries/e-mail winner notifications in this Instant Win Game. Sponsor reserves the right, in its sole discretion, to cancel or suspend all or a portion of the Instant Win Game should viruses, bugs or other causes beyond control of the Sponsor corrupt the administration, security or proper operation of the Instant Win Game.

**10. Caution:** ANY ATTEMPT BY A PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE INSTANT WIN GAME 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 INSTANT WIN GAME (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. THE PRECEDING INCLUDES BUT IS NOT LIMITED TO ATTEMPTING TO TAMPER WITH THE GAME PLAY FUNCTIONALITY SO AS TO CREATE A FRAUDULENT GAME PLAY OR WINNER NOTIFICATION OR OTHERWISE ATTEMPTING TO PARTICIPATE IN THE INSTANT WIN GAME VIA MEANS THAT ARE NOT AUTHORIZED, LEGITIMATE AND IN COMPLIANCE WITH THESE OFFICIAL RULES.

**11. Improper Conduct:** Sponsor, in its sole discretion, may disqualify any entrant from participation in or use of any or all portions of this Instant Win Game, and refuse to award a prize if any entrant engages in any conduct Sponsor deems to be improper, unfair, otherwise adverse to the operation of the Instant Win Game or detrimental to other entrants of the Instant Win Game. Such improper conduct includes, without limitation, falsifying personal information required during entrant registration, Game Play or prize claim, any attempt to create a fraudulent Game Play or winner notification, violating any term or condition stated here, registering for and/or playing the Instant Win Game 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 registering for and/or playing the Instant Win

Game, or intentionally trying to defraud, reverse engineer, disassemble or otherwise tamper with the computer programs/technology in connection with this Instant Win Game. Entrants agree that Sponsor may void a prize that an entrant may have won and/or require the return of a prize that an entrant may have won as a result of such improper conduct. Entrants further acknowledges that any forfeiture of a prize and/or return of a prize 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 Instant Win Game 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 materials advertising this Instant Win Game 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 Instant Win Game 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 winner notifications or attempted use of the QR Code<sup>®</sup>) which is not properly and timely received and accessible for any reason. Sponsor has the right, in its sole discretion, to disqualify any individual who is found to be tampering with the registration process, Game Play/the operation of the Instant Win Game, 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 Instant Win Game, to defraud Sponsor in conjunction with participation in the Instant Win Game, 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 Instant Win Game if it determines, in its sole discretion, that the Instant Win Game 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 Instant Win Game as contemplated herein. If the Instant Win Game is modified, terminated or suspended, Sponsor will conduct the Instant Win Game and make the prizes available to be won in a manner determined by the Sponsor in its sole discretion to be fair, appropriate, and consistent with these Official Rules. Participation in the Instant Win Game in such revised format 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 described in these Official Rules are available to be won in the Instant Win Game. If the number of valid prize claims exceeds the number of prizes offered in the Instant Win Game as per Rule 5 above due to programming, production, electronic, mechanical error of any kind or any other reason, winners of those prizes previously not awarded will be selected in a random drawing from among all such valid prize claims. 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 Instant Win Game 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

Instant Win Game, entrants agree (a) that any and all disputes regarding the Instant Win Game 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 Instant Win Game (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 a list of winners, please send a self-addressed stamped envelope to "WC New Wave IWG", 328 S. Jefferson Street, Suite 1050, Chicago, IL 60661. All requests must be received by May 7, 2021. Winners' list will be available after May 21, 2021.

Sponsor: Mark Anthony Brands Inc., Chicago, IL 60661

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PLEASE DRINK RESPONSIBLY. HARD SELTZER WITH FLAVORS.