

Jägermeister Oktoberfest Sweepstakes

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING SWEEPSTAKES IS VALID ONLY IN THE FIFTY (50) UNITED STATES AND DC, AND IS OPEN ONLY TO QUALIFIED PERSONS (AS DEFINED IN THE RULES BELOW) WHO ARE TWENTY-ONE (21) YEARS OF AGE OR OLDER AS OF THE DATE OF ENTRY. VOID ELSEWHERE AND WHEREVER PROHIBITED. DO NOT PARTICIPATE IN THE SWEEPSTAKES IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.

Sweepstakes Name: Jägermeister Oktoberfest Sweepstakes (the “Sweepstakes”).

Sweepstakes Dates:

- **Sweepstakes Registration Period** is scheduled to begin at 12:00:00am Eastern Time (“ET”) on 8/17/2022 and end at 11:59:59pm ET on 8/29/2022 (the “Registration Period”). The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void outside of the fifty (50) United States and District of Columbia, and wherever prohibited or restricted by law.

Who may Enter: Sweepstakes is open only to legal residents of the fifty (50) United States and District of Columbia, who are age twenty-one (21) years of age or older as of date of entry, and have a valid U.S. driver's license or government-issued photo ID, except the following persons who are not eligible to enter or win:

- (a) Employees, officers, and directors of **Mast-Jägermeister, US, Inc.** (“Sponsor”), Mast-Jägermeister SE, Mast-Jägermeister US Holding, Inc., **Tap Machine, Inc.**, **Million Dollar Media** (the “Sweepstakes Administrator”), any alcoholic beverage retailer, and each of the foregoing's respective franchisees, owners, employees, contractors, parents, affiliated companies, subsidiaries, distributors, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this promotion (collectively, “Released Parties”), and the members of the immediate families or households, whether or not related, to any of the above. “Immediate family members” includes, for purposes of this promotion, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grandchildren (including step grandchildren) and each of their respective spouses, regardless of where they reside.

How to Enter: Access the Instagram application on your compatible mobile device. Entrants must (a) follow the Jägermeister Instagram handle (@JagermeisterUSA) and (b) must be an active holder of a non-private Instagram account (holders with private account settings may not enter in this method). If you do not have the Instagram application, you may download it through the application store on your mobile device. The Instagram application is free, and Instagram's Terms of Use apply. For details, visit <http://instagram.com/legal/terms/>. After completing steps (a) and (b) above, (c) visit <https://www.jagermeister.com/en-US/oktoberfest> during the Registration Period. Follow the online entry instructions provided to be entered into the grand prize drawing. Each entrant must fully complete the online registration page with all required information including his/her name, valid email address ZIP code and Instagram handle. After having read and agreed to these Official Rules, click the submit button to submit your online entry. All online entries must be fully complete for all required information, and must be received by 11:59:59 pm ET on **8/29/2022** to be eligible. If you enter on a wireless service provider's network (as opposed to a WiFi network), your carrier's text and data rates will apply. You should consult your wireless service provider's pricing plan for details. You agree to incur any and all charges imposed by your wireless carrier.

By participating and submitting an entry, contestant agrees that Sponsor and its designated parties are authorized to contact entrant via email, mail, phone, or any other form of media to make contestant aware of information pertinent to the Sweepstakes, and to distribute information regarding the Sponsor's featured products, special events or future contests, promotions, or offers. Contestants may opt-out of any further email communication at any time by simply replying REMOVE to any email message or following the provided opt-out instructions.

Maximum of one entry per person during the Registration Period. Any incomplete or illegible entries will be disqualified. Released Parties are not responsible for lost, late, misdirected, illegible, incomplete, invalid, unintelligible, damaged, or for entries submitted in a manner that is not expressly allowed under these rules, or for any entry not submitted or

received due to any technical error or failure, unauthorized human intervention, inaccurate capture or mis-entry of any required information, or the failure to capture any such information for any reason including programming or technical errors, or effects of hackers or failure of any electronic equipment, computer or cellular transmissions and/or network connections; all of which will be disqualified.

Each participant must submit an entry on his/her own behalf. Any entry submitted on behalf of another individual or using another person's Instagram Account will be disqualified and ineligible to claim any prize. Any attempt by any participant to obtain more than the stated number of entries allowed by using same, multiple/different mobile numbers, identities, or any other methods void that participant's entries and that participant may be disqualified. No mechanically-reproduced or automated entries permitted. Use of any automated system to participate is prohibited and will result in disqualification and all such entries will be deemed void. All entries received become the property of the Sponsor and will not be returned.

In the event of a dispute as to the identity of any person, the authorized account holder of the email address used to enter the Sweepstakes will be deemed to be the registrant and he/she must be eligible according to these Official Rules. The "authorized email account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

By registering to enter Sweepstakes, you affirm that you have read and accepted these Official Sweepstakes Rules. All entrants agree to be bound by and abide by the official rules of the Sweepstakes.

Winner Selection and Notification: At the conclusion of the Registration Period, a random drawing shall be conducted by the Sweepstakes Administrator from among all eligible Entries received to select one (1) potential grand prize winner ("Potential Winner"). The Potential Winner will be notified initially by phone, email or Instagram Direct Message. If the Administrator is unsuccessful in its attempt to reach and speak directly with a Potential Winner after 48-hours, then that entrant may be disqualified and an alternate Potential Winner may be determined from the remaining Entries per the procedures outlined above. **Note: messages may or may not be left during the Potential Winner notification process.**

During the notification phone call to a Potential Winner, Potential Winner must confirm his/her eligibility, and indicate his/her willingness to accept the grand prize. Potential Winner will then be sent official notification via email, and/or certified or overnight mail delivery and will be required to complete and return within five (5) days of receipt of prize acceptance document including affidavit of eligibility and liability/publicity release form.

Sponsor reserves the right to conduct a background check on Potential Winners and Potential Winner's travel guests (if any), and Sponsor reserves the right in its sole discretion to disqualify any Potential Winner or Potential Winner's Guest(s) based on the results of such background check, if the Sponsor or its Partner determines, in its sole discretion, that awarding the Prize to such Potential Winner or Potential Winner's Guest(s) might reflect negatively on Sponsor or its Partners, put Sponsor or its Partners in danger or may impede Potential Winner or Potential Winner's Guest(s) from traveling. Sponsor and its Partners are not obligated to share any specific results of background check with any Potential Winner or Potential Winner Guest(s), whether the background check resulted in a disqualification or not.

If any selected Potential Winner does not meet the eligibility requirements or elects to decline the prize, that Potential Winner will be disqualified and, at Sponsor's discretion and time permitting, an alternate Potential Winner will be selected based on the process outlined above. Any disqualified Potential Winner will not receive any alternate prize substitution or compensation. Prize may not be awarded if an insufficient number of eligible entries are received.

Decisions of the Sponsor and Sweepstakes Administrator in the selection and determination of prize winners, associated prize assignments and all matters relating to this Sweepstakes are final and binding. Failure to collect or properly claim any prize in accordance with these rules will result in forfeiture of the prize. If forfeited for any reason, finalist will not receive any other prize substitution or compensation, and the prize will remain the property of Sponsor and will not be awarded, except as provided herein.

All of the following will apply to the Potential Winner: 1) Winner will be required to complete and return, within 5-days of date of receipt, a prize acceptance form, including an affidavit of eligibility and a liability/publicity release signed by the winner (and grand prize winner's travel guests, age 21 or older) publicity release where permitted; and a W-9 form if prize value exceeds \$600; 2) Winner may be required to present a copy of a valid social security card and a valid driver's license as a condition of participating or receiving any prize; and 3) Winner will be issued a 1099 form

reflecting the value of the grand prize award and is responsible for paying all applicable taxes (including, but not limited to all local, state and federal taxes) on all prizes awarded

Grand Prize Award (maximum 1 grand prize award): The Grand Prize Winner shall be awarded the following grand prize award:

- Trip for winner and one (1) guest to the 2022 or 2023 Oktoberfest in Munich, Germany (*must be used by 10/3/2023*):
 - Round trip coach class airfare for two (*winner and one guest age 21 or older*) from the nearest major airport to the winner's home as designated by Administrator to the Administrator designated airport servicing the Munich, Germany metro area. Actual departure date, times, airline and airports based upon availability and shall be solely determined by Administrator.
 - Seven (7)-nights standard hotel accommodations (1 hotel room), standard hotel accommodations, one room double occupancy at a hotel in the Munich, Germany metro area as solely designated by Administrator;
 - One (1) non-reloadable prepaid gift card in the amount of \$5,000.00 that may be used wherever the gift card is accepted for payment towards activities, entertainment, or any expenses of winner's choice. Gift card will be subject to terms and conditions of the issuing bank or gift card company. Administrator reserves the right, in its sole discretion, to award multiple gift cards in varying denominations to satisfy the total amount to be awarded.

Sponsor is not responsible for any travel delays or difficulty for any grand prize award. If travel delays or difficulty prevent arrival in time for any and all elements of trip or prize award, Sponsor is not responsible for awarding any compensation in lieu thereof. Any unused portion of the prize will be forfeited, and there will be no other prize substitution or compensation for the unused portion of the prize. Each winner and his/her guests must travel together on the same itinerary. Any changes to completed travel arrangements, once booked, are the sole responsibility of the winner, and are solely at the winner's expense. Actual value of the trip will depend on point of departure, destination and any airfare fluctuations. Any difference between the value stated in these official rules and the actual value, if any, will not be awarded. Winner and travel companions are solely responsible for all costs incurred to and from the nearest major airport to the winner's home as designated by Sponsor as the prize originates and terminates at such departure point unless otherwise agreed to by Sponsor in writing.

Grand prize winner and guests must be of legal age of majority in his/her state of residence (and at least 21) and will be required to execute and return a liability release and, where permitted by law, a publicity release, prior to prize award. All ground transportation including airport and hotel transfers, parking, meals, gratuities, checked baggage fees, airline seat assignment fees, hotel resort fees, incidental expenses, applicable taxes (including, but not limited to all local, state and federal taxes) and any other expenses not specified herein as being included in the prize award are the sole responsibility of winner. Sponsor is not responsible for late, lost, damaged or stolen luggage. Winner will be required to provide a credit card at the time of hotel check-in, and hotel will place a temporary 'hold' on credit card to cover any incidental charges by winner and/or winner's guest. Temporary hold dollar amount on credit card is subject to hotel policy. It is recommended that each winner and travel companion obtain sufficient personal insurance (at their own expense) prior to departure. Winner and travel companion hereby release Sponsor from any duty to provide, check, or verify any and all necessary ID's, passports, visas and tourist cards, birth certificates, vaccination certificates, and any other travel requirements ("Personal Documents"). Sponsor shall not have any responsibility for the replacement of lost or stolen Personal Documents or tickets, coupons, vouchers, receipts or other documents pertaining to the prize ("Travel Documents") once the Travel Documents have been provided to winner and travel companion. If Winner elects to take prize trip without one or more guests, components of the grand prize trip will be awarded in increments/quantities suitable for one traveler and winner will not receive any compensation or substitute/alternate prize for same. Winner agrees to maintain his or her behavior and the behavior of its guest in accordance with all applicable laws, generally accepted social practices, and adhere to all rules and regulations applicable to any airline, hotel, venue or other entity connected to participation in any prize activity, including, without limitation, use of a prize component. Winner understands and agrees that if winner or his/her guest is removed from any activity at any time, or if the winner's or his/her guest's behavior at any point is disruptive, causes damage or could cause damage to person, property or otherwise violates the policies of an entity associated with the prize, then winner may be required to forfeit the remainder of the prize without substitution or compensation.

No alcoholic beverage is part of any prize award. Winners must accept delivery of prize in the manner as solely determined and designated by Sponsor or Sweepstakes Administrator. Prize shall be considered as delivered once shipped or delivered by Sponsor, Administrator or Prize Provider, and Sponsor, Administrator and Prize Provider shall

not have any responsibility for the replacement of any delayed, lost or stolen delivery by any carrier (*i.e.* USPS, UPS, *etc.*), or any lost or stolen prize for any reason.

Prize does not include any other costs or expenses associated with prize redemption, delivery or use. All federal, state and local taxes are the winner's sole responsibility. All prizes are awarded as is, without any warranty, express or implied, by Sponsor. All prize awards are non-transferable and no cash redemption or prize substitution allowed, except at Sponsor's sole discretion or as provided herein. Sponsor reserves the right to substitute a prize of comparable or greater value, at its sole discretion. All properly claimed prizes will be awarded. Any unclaimed prizes will not be awarded. ARV of all available prize awards: \$13,100.

Additional Rules & Restrictions: By participating, entrants agree to abide by and be bound by the Official Rules and the decisions of the Sponsor and Administrator, which shall be final in all matters relating to this Sweepstakes. In the event an entrant wins a prize and is later found to be in violation of these rules he/she will be required to forfeit the prize or to reimburse Sponsor for the stated value of the prize if such violation is discovered after winner has used the prize. Participation in the Sweepstakes constitutes permission for the Sweepstakes Entities, (collectively, the "Released Parties") and their designees to use entrants' names, likenesses, images, biographical information, and cities and states of residence for purposes of advertising and trade in any and all media now or hereafter known worldwide in perpetuity without limitation or further compensation, notification or permission, unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for any prize.

By participating, entrants agree to release and hold all Released Parties and their respective parents, subsidiaries, affiliates, partners, agents, owners, officers, directors, employees or representatives harmless from any claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses, arising out of or relating to entrant's participation in this Sweepstakes, or the acceptance, possession or use/misuse of any prize, or participation in prize-related activities (including but not limited to travel or activity related thereto), and for any claims or causes of action based on publicity rights, defamation or invasion of privacy, and to assume all liability therefor.

Released Parties shall not be liable to winner or any other person for failure to supply the prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, state of emergency, epidemic, pandemic, including COVID-19, or any other issue concerning health or safety, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Released Parties' sole control. In no event will Sponsor be held liable to winner or any other person and winner and any other person including winner's invited guests, hereby waives, to the extent permitted by law, any demands, claims or allegations of damages incurred by itself or its agents, employees, assignees, and representatives in association with this Agreement, including any unintentional exposure or harm due to COVID-19. Further, winner and any other person including winner's guests agree to comply with all of the rules, policies, and regulations implemented in accordance with standard COVID-19 protocols at that time. Winner and any other person including winner's guests further agrees to ensure that all individuals attending Oktoberfest comply with all of the rules, policies and regulations implemented by the event. If a cancellation or postponement should occur for reasons related to or arising out of the Coronavirus and/or COVID-19 (any event or occurrence arising out of the is referred to herein as a "CV Event"), such CV Event will be treated as an act of God and Sponsor will not be liable to winner or any other person as previously stated.

Participants are restricted to use of ordinary and typical computer equipment, mobile phone equipment, Internet access and cellular networks. Sponsor disclaims all liability for the inability of a participant to complete or continue an entry due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Sponsor's control, or otherwise. The Sponsor disclaims any liability for entries not received due to technical difficulties or transmission errors. The Sponsor disclaims all liability for any delays, mis-delivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. Sweepstakes Entities are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Sweepstakes, and any injury or damage to entrant's or any other person's computer or mobile phone related to or resulting from participating in or downloading any information necessary to participate in the Sweepstakes. Sweepstakes Entities are not responsible for any other errors of any kind, whether computer, technical, typographical, printing, human or otherwise, relating to or in connection with the Sweepstakes, including, without limitations, errors which may occur in connection with the printing or advertising of this Sweepstakes, administration or execution of the Sweepstakes, the cancellation of the Sweepstakes, the processing of entries or in

the announcement of the prizes or prize winners. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the Sweepstakes website.

Sponsor reserves the right to cancel, modify or terminate the Sweepstakes if fraud, misconduct or technical failures destroy or threaten the integrity of this portion of the Promotion, in the opinion of the Sponsor/Administrator, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Sweepstakes as determined by Sponsor/Administrator, in their sole discretion. In the event of early termination of the Sweepstakes, Sponsor reserves the right to determine any prize winners in a random drawing from among all eligible, non-suspect entries received as of the time/date of such termination.

IN CASE OF DISPUTES: By participating, each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of New York; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, and in no event will entrant be entitled to received attorneys' fees or other legal costs; and (3) 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with this Promotion, shall be governed by, and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New York.

DISCLAIMER OF WARRANTIES: THE SPONSOR IS PROVIDING THE SWEEPSTAKES ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE SPONSOR DOES NOT REPRESENT OR WARRANT THAT THE SWEEPSTAKES OR THE TECHNOLOGY USED TO PROVIDE IT: (I) WILL BE UNINTERRUPTED OR SECURE; (II) WILL BE FREE OF DEFECTS, INACCURACIES OR ERRORS; OR (III) WILL MEET YOUR REQUIREMENTS OR ENABLE YOU TO PARTICIPATE IN IT. THE RELEASED PARTIES MAKE NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THESE RULES, AND HEREBY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT.

Odds: Odds of being selected as a winner are dependent upon the total number of eligible entries received.

Official Rules & Winners List: For a copy of these Official Rules, or the name of prize winners, send a self-addressed, stamped envelope to be received by 10/29/2022 to: Jägermeister Oktoberfest Sweepstakes, P.O. Box 278, Woodbridge, NJ 07095. PLEASE SPECIFY which you are requesting, official rules or winners list.

Sweepstakes Sponsor: This Sweepstakes is sponsored by Mast-Jägermeister US, Inc., 10 Bank Street, Suite 900, White Plains, NY 10606.

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This Sweepstake is in no way sponsored by, administered, or associated with Instagram. By entering, entrants confirm they are at least 21 years of age, release Instagram of responsibility, and agree to Instagram's terms of use.

Sweepstakes Administrator: The Sweepstakes is administered by Million Dollar Media, P.O. Box 278, Woodbridge, NJ 07095.