

DEAD GUY HALLOWEEN 2024 SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. THIS SWEEPSTAKES IS OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE 21 YEARS OF AGE OR OLDER AT TIME OF ENTRY. VOID IN ALL OTHER STATES AND AND WHEREVER PROHIBITED OR RESTRICTED BY LAW.

1. Eligibility: This Sweepstakes is open only to legal residents of the United States and the District of Columbia who are 21 years of age or older at the time of entry. Void wherever prohibited or restricted by law. Employees, officers and directors of Oregon Brewing Company and members of their immediate families (defined as parent, child, sibling, spouse) or same households (whether related or not) are NOT eligible to enter the Sweepstakes or win. In addition, alcohol beverage licensees (i.e., alcohol beverage suppliers, importers, wholesalers, distributors and retailers). By participating in the Sweepstakes, entrants agree to abide by and be bound by these Official Rules and the decisions of Sponsor shall be final and binding in all respects. All federal, state and local laws apply.
2. Sweepstakes Period: Sweepstakes begins at 12:00:01 a.m. Eastern Time ("PST") on September 20, 2024, and ends at 11:59:59 p.m. PST on October 31, 2024.
3. How to Enter: There are two methods of entry, either via website entry at <https://www.drinkdeadguy.com/halloweensweeps> ("Website") or via a QR® Code which will direct to the site referenced above or by

mail-in entry as an alternate method of entry. You are NOT required to purchase Dead Guy® Malt Beverage products in order to enter the Sweepstakes. After verifying your age, complete and submit the entry form with all required information, including your name, state of residence, e-mail address, and agreement to these Official Rules. Internet access and a valid e-mail address are required to enter the Sweepstakes. You may be charged for wireless Internet access according to the terms of your plan with your cellular or “wi-fi” provider. All entries must be received no later than 11:59:59 p.m. PST on October 31, 2024. Receipt of entry may be acknowledged, but such acknowledgment does not constitute any representation of eligibility for the Sweepstakes, nor is it otherwise binding upon Sponsor. All entries become the sole property of the Sponsor, and receipt of entries will not be acknowledged (except perhaps as noted above) or returned. No alterations or forged entries are permitted. All entrants must have handset and digital service allows for Internet access in order to enter the Sweepstakes. A Prize will be awarded to the name corresponding to the e-mail address or address provided on the entry form. Third party usage fees may apply. Please consult your wireless service provider regarding your pricing plan BEFORE entering the Sweepstakes. Not all wireless providers feature necessary service to participate in the Sweepstakes via this Entry Method. Check your phone capabilities for specific instructions as to wireless Internet access. Wireless Internet access is not available in all areas.

4. Alternate Method of Entry: Mail-In entries can be sent to the following address: Attn: Dead Guy Halloween 2024, PO Box 14668, Portland, OR 97293; Each Mail-In entry shall contain the following information: (1) Legal First and Last Name of person submitting the entry; (2) Legible

return address that will be used in the event of notification; (3) Date of Birth of the Person submitting the entry; (4) Answer to the following question: "Where is your favorite place to buy Dead Guy products?"

5. Entry Restrictions: For on-line entries: Limit one (1) entry per person, per day (12:00:00 a.m. PST until 11:59:59 p.m. PST, September 20, 2024 which begins at 12:00:01 a.m. PST) during the Sweepstakes Period. Violation of this entry limit will result in only the initial entry being accepted. Automated entries are prohibited and any use of such automated devices will cause disqualification. But Sponsor reserves the right to void all entries (and disqualify any entrant from the Sweepstakes 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 entry limit. Proof of submission of entry does not constitute proof of receipt of same or proof of entry. All entries become the sole property of the Sponsor. Sponsor and its agencies assume no responsibility for illegible, lost, late, damaged, incomplete, late or lost entries due to data or computer glitches or other programming/technological/electronic error, malfunction or failure of any kind, regardless of cause; and, all such entries are void. Data rates may apply to entries submitted via mobile device.

For Mail-In entries: Limit five (5) entries per person for each mail-in submission, up to a maximum of forty-two (42) total entries.

6. Prizes: Six (6) Prizes are available to be awarded Each winner will receive one (1) custom Dead Guy cooler. Winner's guest must be 21 years of age or older and a legal resident of the United States or District of Columbia. All other expenses not specified in these Official

Rules are the sole responsibility of a winner. No other prize will be awarded.

Total Approximate Retail Value of all Prizes is One Thousand and Seventy Dollars and Zero Cents (\$1,700.00). The Prize(s) are non-transferable.

Winners Determination/Odds: There is a limit of one (1) Prize per person, family, household or address. Winners will be determined in a random drawing on or about December 1, 2024 by Sponsor whose decisions will be final in all matters relating to this Sweepstakes. Odds of winning will be determined by the total number of eligible entries received as defined in Rule 5 above. Potential winners will be notified by e-mail or phone (specific method[s] of notification being of Sponsor's sole choosing) on or about December 1, 2024 and each potential winner will be required to sign a Winner Affidavit and Release (where lawful) within five (5) business days of receiving notification or said Prize will be forfeited and may be awarded to another winner at Sponsor's sole discretion.

7. General Conditions: 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 prize substitution except at Sponsor's sole discretion. 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. 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 a Prize acceptance and use that are not specified herein are the sole responsibility of each winner.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning a Prize furnished in connection with the Sweepstakes. 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 TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. THE ONLY WARRANTIES ON A PRIZE (IF ANY) ARE THOSE OF APPLICABLE PRIZE SUPPLIER, WHICH ARE EXPRESSLY LIMITED TO THEIR TERMS – IF ANY – ARE THOSE OF THE PRIZE SUPPLIER.

8. Releases: By participating, entrant indemnifies, releases and agrees to hold harmless (a) Oregon Brewing Company, and each of their respective parent companies, subsidiaries, divisions, affiliates, prize suppliers; and (b) the directors, officers, agents, representatives, shareholders, employees, successors and assigns of any of the above organizations; ("Released Entities") from any and all liability arising from participating in the Sweepstakes, any Sweepstakes-related activity and/or the acceptance, receipt, possession or use/misuse of said Prize (as applicable). Without limiting the foregoing, Oregon Brewing Company, makes no representation, warranty or guarantee of any kind regarding said Prize or any part thereof; this includes but is not limited to the warranty of merchantability or fitness for intended purpose. Except where prohibited by law, acceptance of said Prize constitutes 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 Sweepstakes for advertising,

publicity and trade purposes by Sponsor and its designees, without further compensation or any notice or approval of any kind.

9. Online/Website Entry Conditions: In the event of a dispute, entries will be deemed made by the authorized account holder of the e-mail address provided on entry 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 entries, or for entries 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 entries; or for defect of any kind which prevents a person from properly accessing the Sweepstakes online/website (including the QR Code® being misprinted, damaged, defective, irregular or otherwise non-functional). Sponsor is not responsible for incorrect or inaccurate entry information, whether caused by online/website visitors or by any human or technological error that may occur in the processing of entries in this Sweepstakes. Sponsor reserves the right, in its sole discretion, to cancel or suspend all or a portion of the Sweepstakes, should viruses, bugs or other causes beyond control of the Sponsor corrupt the administration, security or proper operation of the Sweepstakes.

For Mail-In entries: In the event of a dispute, entries will be deemed made by the addressee on the envelope containing the mail-in entry or entries. Sponsor and its agencies are not responsible for lost, late, damaged, illegible, misdirected, incomplete entries, or for entries not received due to loss, delays, or errors of any kind in the mailing or

receipt of entries. Sponsor is not responsible for incorrect or inaccurate entry information, whether caused by any human error that may occur in the completion of entries in this Sweepstakes.

10. Caution: ANY ATTEMPT BY A PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY SUCH PERSON FROM THIS SWEEPSTAKES (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.
11. Improper Conduct: Sponsor, in its sole discretion, may disqualify any entrant from participation in or use of any or all portions of this Sweepstakes, 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 Sweepstakes or detrimental to other entrants of the Sweepstakes. Such improper conduct includes, without limitation, falsifying personal information required during entry or a Prize claim, violating any term or condition stated here, accumulating entries 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 accumulating entries, or intentionally trying to defraud, reverse engineer, disassemble or otherwise tamper with the computer programs/technology in connection with this Sweepstakes. Entrants agree that Sponsor may void a Prize an entrant may have won and/or require the return of a Prize an entrant may have won as a result of such improper conduct. Entrants further acknowledge 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 Sweepstakes 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 sweepstakes materials 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 Sweepstakes 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 attempted use of the QR Code®) which is not properly and timely received and accessible by Sponsor or its agencies for any reason. Sponsor has the right, in its sole discretion, to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, 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 Sweepstakes if it determines, in its sole discretion, that the Sweepstakes 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 Sweepstakes as contemplated herein. If the Sweepstakes is modified, terminated or suspended, Sponsor will select the winner(s) for affected Region(s) (if determined to be feasible in its sole discretion) from all eligible, non-suspect entries received (if any) for such affected Region(s) in a manner determined by the Sponsor in its sole discretion to be fair, appropriate, and consistent with these Official Rules. Inclusion in such drawing 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 Sweepstakes. 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 Sweepstakes is governed by the laws of the State of Oregon, without respect to conflict of law/choice of law doctrines of Oregon (or of any other jurisdiction which would lead to the application of the law of any jurisdiction other than Oregon). To the fullest extent permitted by law, as a condition of participating in the Sweepstakes, entrants agree (a) that any and all disputes regarding the Sweepstakes 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 Multnomah County, Oregon; (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 Sweepstakes (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 the winners list, please send a self-addressed stamped envelope to "DEAD GUY HALLOWEEN SWEEPS", PO Box 14668, Portland, OR 97293. All requests must be received by November 15, 2024. Winner's list will be available after December 15, 2024.

Sponsor: Oregon Brewing Company, Newport, OR

All Registered Trademarks, used under license by Oregon Brewing Company, Newport, OR.

PLEASE DRINK RESPONSIBLY. ALE, INDIA PALE ALE, PILSNER, PALE ALE.

All inquiries regarding the Sweepstakes should be directed to Sponsor.