#### Raid the Dragon's Hoard Instant Win Game and Sweepstakes OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES AND THE DISTRICT OF COLUMBIA, EXCLUDING ALASKA, HAWAII, MISSISSIPPI, NEW MEXICO, OKLAHOMA, WEST VIRGINIA, AND WYOMING. ENTRANTS MUST BE TWENTY-ONE (21) YEARS OF AGE OR OLDER TO ENTER AND WILL BE GOVERNED BY UNITED STATES LAW. VOID IN ALASKA, HAWAII, MISSISSIPPI, NEW MEXICO, OKLAHOMA, WEST VIRGINIA, WYOMING AND WHEREVER ELSE PROHIBITED BY LAW. THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH TWITTER. ACCESS TO THE INTERNET AND A VALID EMAIL ADDRESS IS REQUIRED TO PARTICIPATE.

1. Eligibility: The Raid the Dragon's Hoard Instant Win Game and Sweepstakes (the ""Promotion"), is open only to legal residents of the United States and the District of Columbia (except for the following seven (7) States: Alaska, Hawaii, Mississippi, New Mexico, Oklahoma, West Virginia and Wyoming) who are 21 years of age or older at the time of entry. Void in Alaska, Hawaii, Mississippi, New Mexico, Oklahoma, West Virginia, and Wyoming and wherever else prohibited by law. Entries from the following states will be accepted upon approval of the Sweepstakes by state ABC agencies: MD and UT.

Employees, contractors, directors, officers, agents, affiliates, subsidiaries, alcoholic beverage wholesalers, distributors and retail licensees of New Holland Brewing Co, DNA Seattle, TRBL Design, Marden Kane, Inc. (the "Administrator"), and all other agencies that are involved in the development or execution of this Promotion or any of its materials, and the immediate family (spouse, parents, grandparents, siblings, and children) and household members of each such person are not eligible. The Promotion is subject to all applicable federal, state, and local laws and regulations. Each entrant (the "Player"), by participating in the Promotion fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor and Administrator, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to verify the eligibility of the winners.

**2. Instant Win Game Entry Period:** The Promotion begins at 12:00:00 p.m. (noon) Eastern Time ("ET") on December 19, 2020 and ends at 11:00:00 p.m. ET on December 20, 2020 (the "Promotion Period"). Sponsor's computer or that of its designee, is the official time-keeping device for this Promotion.

**3.** How to Play the Instant Win Game: No Purchase Necessary to Enter. There is one (1) way to play this Instant Win Game as described below: To participate in the Instant Win Game for a chance to win prizes, visit hoard.dragonsmilk.com (the "Website") and follow the on-screen instructions to enter to play the Raid the Dragon's Hoard game. Player must confirm that they are at least twenty-one (21) years of age or older. Upon completing all levels of the Raid the Dragon's Hoard game, Players will have the opportunity to roll the die (a "Game Play"). Players will roll the die by clicking on their computer mouse with the results being a number anywhere from 1 to 20 that will appear on their screen.

- A roll of the die from 2 to 16 indicates that the Game Play is not a Winner, but the Player will have the opportunity to receive a discount code to be redeemed online for merchandise found at the Dragon's Milk website at: <a href="http://www.dragonsmilk.com">www.dragonsmilk.com</a>. Please see below for discount coupon code terms and conditions of use.
- A roll of the die from 17 to 20 indicates that the Player is a potential Winner of the prize indicated, subject to verification of eligibility. Please see Prizes section below for prize details.
  - Any other message or lack thereof, indicates you are not an instant winner of a prize. Player must follow instructions and complete all form fields to claim the prize. Once this information is submitted, Player will not be able to go back to edit the information.

How to Enter the Sweepstakes: Players may share a tweet about the Instant Win Game with friends by sending

a tweet that contains a link to the Promotion and includes the hashtags #dragonshoard #Sweepstakes and also tag it @newhollandbrew. Limit one entry per person.

**Twitter Method:** To become a registered member of Twitter (the "App"), with accounts that are free of charge, go to www.twitter.com and follow the instructions to become a registered member and create an account. By submitting your information and creating an account, you agree to the Twitter Terms of Service and privacy notice located at: <u>https://twitter.com/tos.</u> Once logged into your Twitter account then you can tweet the link to the Promotion and the hashtags #dragonshoard #Sweepstakes and also tag it @newhollandbrew during the Game Entry Period. For the Entry to be valid, your Twitter profile must be set to public and thus viewable by the Sponsor and its agents. All terms and conditions of Twitter.com apply. Twitter is not a sponsor of this Promotion.

Any attempt by any person to obtain more Game Plays by using multiple/different Accounts, smartphones, identities, registrations or logins, or any other methods will void that entrant's entries and that entrant may be disqualified from the Instant Win Game. Any use of robotic, repetitive, automatic, programmed, or similar play methods or agents (including, but not limited to, sweepstakes entry services) will void all plays by that entrant. In the event of a dispute as to any play, the authorized account holder of the email address associated with your Account used to play will be deemed to be the entrant. The "authorized 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. Potential winners may be required to show proof of being authorized account holders.

4. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. <u>AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME SHOULD SO INDICATE OR EVEN IF ENTRANT RECEIVES AN EMAIL MESSAGE SAYING HE OR SHE WON, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL WINNER HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE INSTANT WIN GAME SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID, AND WILL NOT BE HONORED.</u>

**5. Winner Determination and Verification:** Potential winners must comply with all terms and conditions of these Official Rules. Winning is contingent upon fulfilling all requirements. There will be 429 random, computer-generated winning times during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly generated times, you will be a potential instant winner of the prize indicated. If any potential winner cannot be contacted, or if a prize is returned as undeliverable, he/she forfeits the prize. Some prizes will be delivered digitally via an email. Emails will be sent to the email address associated with your Account. Be sure your information is accurate and up to date.

One Sweepstakes potential winner will be selected in a random drawing from among all eligible entries received. The drawing will be conducted on or about 12/22/2020 by the Administrator whose decisions are final. Odds of winning the Sweepstakes prize will depend upon the number of eligible entries received. Sweepstakes winner will be contacted via Twitter direct message (DM) with instructions on how to claim the prize.

Potential prize winners may need to complete, notarize, and return the Affidavit of Eligibility/Release of Liability/Prize Acceptance Form, and (where legal) a Publicity Release within five (5) days of notification. The awarding of prizes will be contingent on each individual's full compliance with these Official Rules, as determined by Sponsor in its sole discretion. If winner is found to have falsified any data or material, the winner forfeits his/her prize and is disqualified. If prize notification is undeliverable or if potential winner does

not comply within the applicable time period as stated above, he/she will be disqualified, and an alternate winner may be selected. Released Parties as defined below are not responsible if a Potential Winner does not receive the Winner Notification forms or corresponding Prize because a fraudulent e-mail address or other inaccurate contact information was provided or if the e-mail sent to a potential prize winner is misdirected or bounces back or is intercepted by SPAM or other e-mail filters.

# 6. Prizes and Approximate Retail Value ("ARV"):

### **Instant Win Prizes**

- One (1) MYTHIC PRIZE (Grand Prize): Dragon's Milk Barrel Throne
  - Instant Win Game Player **who rolls a 20** by clicking the computer mouse will be awarded a mythic prize, subject to verification of eligibility, while supplies last
  - Approximate Retail Value (ARV): \$1,500
- Four (4) LEGENDARY PRIZES (First Prizes)
  - Instant Win Game Players **who roll a 19** by clicking the computer mouse will be awarded a legendary prize, subject to verification of eligibility, while supplies last
  - Legendary Prizes include:
    - (1) Dragon's Milk Barrel Shield
      - ARV: \$250
    - (1) Dragon's Milk Barrel Sword
      - ARV: \$250
      - (1) PlayStation<sup>®</sup>5 Console with custom decal
        - ARV: \$500
    - (1) Dungeons & Dragons 1st Edition Set or similar item
      - ARV: \$257
- Twenty-four (24) RARE PRIZES (Second Prizes)
  - Instant Win Game Players **who roll an 18** by clicking the computer mouse will be awarded a rare prize, subject to verification of eligibility, while supplies last
  - Rare Prizes include:
    - (8) Chainmail Necktie or similar item
      - ARV: \$35. each prize
    - (8) Dragon themed chalice or similar item
      - ARV: \$25. each prize
    - (4) The Neverending Story leatherbound book or similar item
      - ARV: \$135. each prize
    - (4) Chest of replica dragon's eggs or similar item
      - ARV: \$75. each prize
- (400) COMMON PRIZES

- Instant Win Game Players **who roll a 17** by clicking the computer mouse will be awarded a common prize, subject to verification of eligibility, while supplies last
- Common Prizes include:
  - (100) Dragon's Milk Key Chain Bottle Opener
    - ARV: \$4 each prize
    - (100) Dragon's Milk Snifter
      - ARV: \$6 each prize
  - (100) Dragon's Milk Lip Balm
    - ARV: \$5 each prize
  - (100) Dragon's Milk Bottle Insulator
    - ARV: \$7 each prize

- TOTAL NUMBER OF INSTANT WIN PRIZES AVAILABLE TO BE CLAIMED AND AWARDED: Four hundred twenty-nine (429)
- TOTAL ARV OF ALL INSTANT WIN PRIZES AVAILABLE: \$6,277

### Sweepstakes Prize

(1) PlayStation<sup>®</sup>5 Console with custom decal, with Approximate Retail Value (ARV): \$500

Unclaimed prizes will go unawarded and will be utilized at Sponsor's discretion. No limit to number of Common Prizes (Third Prize) per Player. Limit only one (1) Mythic (Grand Prize), Legendary (First Prize) or Rare (Second Prize) prize per Player. Prizes are non-transferable. Cash substitutions are optional and at the discretion of Sponsor.

## **Discount Code /Gift**

Offer expires 12/27/2020. All Instant Win Game Players who **roll the numbers from 2 to 16** by clicking their computer mouse will be gifted a 20% discount to be redeemed only on any Dragon's Milk merchandise available in online store. Awarded as a digital coupon code on-screen and via email. Shipping and processing will apply. Taxes may apply. Not valid on prior purchases. Discount Code can only be redeemed one time and **CANNOT** be combined with any other offer. We reserve the right to refuse or cancel orders for any reason at our sole discretion, including, but not limited to, product availability, promo errors, price inaccuracies, fraudulent use, or general misuse of offer codes. Offer cannot be redeemed for cash or combined with select offers or credits. Not valid for resale. We reserve the right to modify or replace any part of these terms and conditions without notice, at our sole discretion. Offer valid while supplies last.

Acceptance of Prize constitutes permission to the Sponsor and its agencies to use winner's name, city, state, comments, photograph, voice and/or likeness as part of promotional emails during the Promotion Period along with other purposes of advertising, trade and/or publicity without further compensation in all media now known or hereafter discovered, worldwide and on the World Wide Web in perpetuity without notice, review or approval, unless prohibited by law.

<u>For All Prizes</u>: Released Parties (as defined below in Rule #9) are not responsible for complaints or issues regarding digital codes (claims that digital code is invalid, insufficient, etc.) and winner should address any such issues with the issuer of the digital code.

Prizes will be awarded "AS IS" without warranty by Sponsor of any kind. Winner acknowledges that Sponsor has not made nor is in any manner responsible for any warranty, representation or guarantee, express or implied, in fact or in law, relative to prizes offered in this Promotion, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Prizes consist of only the items specifically listed as part of the prize. In no event will more than the stated number of prizes be awarded.

The odds of winning an Instant Win Game prize will depend upon the date and time of your Game Play.

No substitution, exchange, or transfer of prize by any winner. Sponsor reserves the right where lawful to substitute any prize for one of equal or greater value or comparable use. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Prizes depicted are for illustrative purposes only. Actual prizes awarded may differ.

**7. Publicity:** Except where prohibited, participation in the Promotion constitutes entrant's consent for Sponsor and its designees to use entrant's name, prize information, likeness, city and state of residence, video, voice, any comments, testimonials or other feedback related to prize or Instant Win Game experience, whether written or oral, for promotional purposes in any media without further consideration.

8. General Conditions: In the event that the operation, security, or administration of the Instant Win Game or the App is impaired in any way for any reason, including, but, not limited to, fraud, technical failures, regularlyscheduled maintenance, virus or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Instant Win Game to address the impairment, then resume the Instant Win Game in a manner that best conforms to the spirit of these Official Rules; or (b) cancel the Instant Win Game. The 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 Instant Win Game or the App or to be acting in violation of the Official Rules of this or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Instant Win Game or the App may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Instant Win Game or the Sweepstakes is not capable of running as planned for reasons which may include without limitation time of war, national emergency, accident, dangerous weather conditions, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism, health crisis such as a pandemic or epidemic or other matters beyond the Sponsor's reasonable control (each a "Force Majeure" event), that corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Instant Win Game and/or the Sweepstakes, and the Sponsor is not capable of being conducted as described in these Official Rules, Sponsor shall have the right, at its sole discretion to cancel, terminate, modify or suspend this Promotion in whole or in part, without further liability to the Entrants or third parties. The failure of the Released Parties to comply with any provision of these Official Rules due to an act of God, epidemic, act of public enemies or any act outside of the Sponsor's control/Force Majeure event, will not be considered a breach of these Official Rules. In the event this Sweepstakes is cancelled prior to the stated end date, a notice will be posted at hoard.dragonsmilk.com.

9. Release and Limitations of Liability: Except where prohibited, by participating in the Instant Win Game, entrants agree to release and hold harmless New Holland Brewing Co, DNA Seattle, TRBL Design, Marden Kane, Inc., and their respective parents, subsidiaries, affiliates, promotional partners, prize partners, agents and agencies, and the officers, directors and employees of each of them (the "Released Parties") from and against any claim or cause of action arising out of participation in the Promotion or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Promotion; (b) technical errors related to computers, servers, providers, printers or telephone or network lines; (c) printing errors or human error; (d) errors in the administration of the Instant Win Game or the processing of registrations and game plays; (e) late, lost, misdirected, postage due or undeliverable mail; or (f) 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 Promotion or receipt, use or misuse of any prize. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Instant Win Game and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. If for any reason an entrant's play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Instant Win Game play, if it is possible, time permitting. No more than the stated number of prizes will be awarded for each prize level. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth herein to be available and/or claimed.

**10. Disputes:** Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court in the appropriate Michigan State Court located in Ottawa County, Michigan; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion, but in no event attorneys' fees.

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 Promotion, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

**11. Winner List:** For a list of major prize winners, visit: hoard.dragonsmilk.com. The winners' list with the names of Mythic, Legendary and Rare Instant Win Game prizes and the Sweepstakes winner will be posted after winner confirmation process is complete.

**12. Entrant's Personal Information:** Information collected from entrants is subject to the Sponsor's Privacy Policy, https://wp.dragonsmilk.com/wp-content/uploads/2018/10/Privacy-Policy.pdf. Sponsor and Administrator shall not sell, share, or otherwise disclose personal information of entrants with third parties, other than to third parties engaged by Sponsor to fulfill the above purposes. In the event of any discrepancy between the privacy policy and these Official Rules, the privacy policy shall control and govern.

**13. Sponsor:** New Holland Brewing Co, 684 Commerce Ct, Holland, MI 49424
**Administrator:** Marden Kane, Inc. 575 Underhill Blvd, Suite222, Syosset, NY 11791

"PlayStation" is a registered trademark or trademark of Sony Interactive Entertainment Inc. "SONY" is a registered trademark of Sony Corporation. Sony is not a sponsor or prize provider of this Instant Win Game.

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