

White Claw® Hard Seltzer Lakeside Retreat Giveaway
OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. THIS GIVEAWAY 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, HAWAII AND WHEREVER PROHIBITED OR RESTRICTED BY LAW.

Eligibility: The White Claw® Hard Seltzer Lakeside Retreat Giveaway (“Giveaway”) 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, 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 enter the Giveaway or win a Prize: Mark Anthony Brands Inc. (“Sponsor”), its parent company, subsidiaries, divisions, affiliates, prize suppliers, advertising and promotion agencies, including Prize Logic LLC (the “Administrator”), as well as alcohol beverage licensees (i.e., alcohol beverage suppliers, importers, wholesalers, distributors and retailers). By participating in the Giveaway, 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. Giveaway Period: Giveaway begins at 12:00:00 p.m. (noon) Eastern Time (“ET”) on August 1, 2022 and ends at 11:59:59 p.m. ET October 31, 2022 (“Giveaway Period”). Time shall be kept by Administrator’s computer.

3. How to Enter: There is one (1) way to enter this Giveaway.

Entry Method – Website (Accessed by Scanning Code): During the Giveaway Period, look for the QR Code®* on Point of Sale advertising materials in-store at wine/spirits shops and other retail locations where White Claw® Hard Seltzer beverages are sold.

You are NOT required to purchase White Claw® Hard Seltzer in order to enter the Giveaway. Scanning the QR Code® from your handset (smart phone) will take you to a website, lakelife.whiteclaw.com (“Website”)†. After verifying your age, complete and submit the entry form with all required information (including your state) and your agreement to these Official Rules. (Scanning the QR Code® alone will NOT result in entry; you must also complete and submit the entry form on the Website to enter the Giveaway). Internet access and a valid e-mail address are required to enter the Giveaway. 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. ET on October 31, 2022. Receipt of entry may be acknowledged but such acknowledgment does not constitute any representation of eligibility for the Giveaway 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 which is compatible with QR Code® technology as well as allowing for Internet access in order to enter the Giveaway. A prize will be awarded to the name corresponding to the e-mail 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 Giveaway. Not all wireless providers feature necessary service to participate in the Giveaway via this Entry Method. Check your phone capabilities for specific instructions as to scanning QR Code® and wireless Internet access. Wireless Internet access is not available in all areas.

†You may also enter the Giveaway by accessing lakelife.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. Entry Restrictions: Limit one (1) entry per person, per day (a “day” beginning at 12:00:00 a.m. ET until 11:59:59 p.m. ET; except for August 1, 2022 which begins at 12:00:00 p.m. [noon] ET) during the Giveaway Period. (After initial entry, you may enter by supplying your e-mail address.) Violation of this entry limit will result in only the initial entry on a given day being accepted. But Sponsor and Administrator reserve the right to

void all entries (and disqualify any entrant from the Giveaway altogether as well as to prohibit such entrant from participating in future promotions offered by Sponsor) if Sponsor or Administrator determine, in their 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 Administrator assume no responsibility for late, lost, illegible/garbled, incomplete, damaged, inaccessible, corrupted or jumbled entries/ electronic transmissions, regardless of cause; and, all such entries are void.

5. Prizes: Seven (7) Prizes are available to be awarded as follows: one (1) winner will be selected from eligible entries received from the **New England Region** (Maine, Rhode Island, Vermont, Connecticut, New Hampshire and Massachusetts), one (1) winner will be selected from eligible entries received from the **Mid-Atlantic Region** (New York, New Jersey and Pennsylvania), one (1) winner will be selected from eligible entries received from the **Southern Region** (Virginia, West Virginia, Kentucky, Delaware, Maryland, North Carolina, South Carolina, Tennessee, Arkansas, Louisiana, Florida, Georgia, Alabama and Mississippi); one (1) winner will be selected from eligible entries received from the **Mid-West Region** (Michigan, North Dakota, South Dakota, Iowa, Minnesota, Kansas, Nebraska, Ohio, Indiana, Illinois, Wisconsin and Missouri); one (1) winner will be selected from eligible entries received from the **South-West Region** (Texas, Arizona, New Mexico and Oklahoma); one (1) winner will be selected from eligible entries received from the **Rocky Mountain Region** (Montana, Idaho, Colorado, Utah, Wyoming and Nevada); and one (1) winner will be selected from eligible entries received from the **Pacific Coastal Region** (California, Oregon and Washington). Each winner will receive a maximum of three (3) days/two (2) nights accommodations at a Lakeside Resort (destination to be determined by Sponsor/Administrator at their sole discretion, taking into account a winner's residence) for winner and up to *three (3) verified guests. Prize includes one (1) 2-person White Claw® branded Kayak and one (1) \$6,000 Gift Card that may be used for travel expenses, meals, gratuities, souvenirs and any additional expenses not specified in these Official Rules. 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. A winner's guest(s) must be 21 years of age or older, a legal resident of the United States or District of Columbia and each guest must sign and return a Guest's Liability, Eligibility and Publicity Release (where lawful) prior to prize award. However, Sponsor/Administrator disclaims any liability if a winner is not interested in the Lakeside Resort selected by Sponsor and, in such instance, said winner's sole recourse is to forfeit the prize with Sponsor and its agencies having no liability to him/her under any legal theory. All other expenses not specified in these Official Rules are the sole responsibility of a winner. **For the avoidance of doubt, award of the \$6,000 Gift Card element of the prize (as well as the Kayak) is contingent upon a winner booking and utilizing the Lakeside Resort.** No other prize will be awarded.

Approximate Retail Value of each Prize is \$10,000.00. Should actual value of prize be less than the stated Approximate Retail Value, a winner will not receive the difference in cash or otherwise. Sponsor has not obtained accident, property, life or other insurance of any kind on behalf of winner and guest(s) in conjunction with prize, including but not limited to use of Kayak or any activities in conjunction with stay at Lakeside Resort; if desired, winner and guest(s) are solely responsible for securing same at their sole expense. Total Approximate Retail Value of all Prizes is \$70,000.00.

Winner and guest[s] (to the extent applicable) further understand and agree that kayaking is an inherently dangerous activity which may result in permanent injury or even death (by drowning or otherwise) including due to weather conditions, water conditions and the body of water where one engages in the sport of kayaking. AN INDIVIDUAL SHOULD ONLY ENGAGE IN THE SPORT OF KAYAKING IF HE/SHE HAS BEEN PROPERLY TRAINED IN THE OPERATION OF A KAYAK; AND, EVEN WITH SUCH TRAINING, THE SERVICES OF A GUIDE MAY BE APPROPRIATE DEPENDING ON THE BODY OF WATER WHERE ONE WISHES TO ENGAGE IN KAYAKING. TO THE FULLEST EXTENT PERMITTED BY LAW, WINNER AND GUEST[S] (TO THE EXTENT APPLICABLE) RELEASE AND AGREE TO HOLD HARMLESS MARK ANTHONY BRANDS INC. FROM ANY AND ALL LIABILITY IN CONJUNCTION WITH USE OF THE KAYAK ELEMENT OF THE PRIZE.

*If a winner chooses to accept the prize with fewer than three (3) guests, he/she will receive the prize in increments appropriate for the actual number of guests (specifically, modification of the Lakeside Resort accommodations component of the prize) and no substitute prize or compensation will be awarded in conjunction therewith.

Alcohol beverages are not part of a prize. Lakeside Resort accommodations must be booked by December 1, 2022 but may be taken up until by September 15, 2023. Dates to be chosen by a winner and subject to Sponsor's approval at its sole discretion. While Sponsor will seek to accommodate a winner's preferences, said winner may not receive his/her first choice of dates and Sponsor/Administrator disclaims any and all liability in conjunction therewith. If a winner cannot commit to use Lakeside Resort accommodations by June 30, 2023 or fails to book Lakeside Resort accommodations by December 1, 2022, prize must be forfeited without compensation of any kind; in such case, an alternate prize winner may be selected as set forth below.

Lakeside Resort accommodations are subject to availability and other restrictions, including but not limited to blackout dates and non-peak times. Sponsor will make Lakeside Resort accommodations on behalf of a winner and a winner's guest(s) using its own travel agent. A prize may be terminated if a winner and/or a winner's guest behave in an inappropriate, belligerent or unruly manner as determined by Sponsor or any prize supplier (including but not limited to Lakeside Resort) in their sole discretion (with Sponsor having no responsibility for such decision by any prize supplier, as all prize suppliers are completely independent from Sponsor); and, under such circumstances, Sponsor shall NOT have any liability or obligation of any kind. The preceding includes but is not limited to a winner and/or a winner's guest failing to fully comply with government health and safety mandates as well as the policies of any prize supplier so as to prevent the spread of COVID-19/Coronavirus, including but not limited to mask-wearing, social distancing, completion of wellness questionnaires, a prize supplier conditioning one's participation in any element of prize upon provision of satisfactory proof of full vaccination (including booster) against COVID-19/Coronavirus or satisfactory proof of a negative COVID-19/Coronavirus test.

6. Winners' Determination/Odds: Limit of one (1) prize per person, family, household or address. Winners will be determined via random drawing on or about November 1, 2022 by Administrator, an independent judging organization, whose decisions will be final in all matters relating to this Giveaway. There will be seven (7) random drawings, with one (1) random drawing and one (1) prize per region as per Rule 5 above. An eligible entry will only be included in the random drawing for the region corresponding to the state indicated on his/her entry form. Odds of winning will be determined by the total number of eligible entries received for each regional random drawing during the Giveaway period. Potential winners will be notified by email and will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents **within three (3) business days** from the date of attempted notification or prize may be forfeited in its entirety and awarded to an alternate winner, at the Sponsor's sole and absolute discretion. In the event of noncompliance with this requirement or if a potential winner cannot be contacted for any reason, prize will be forfeited without compensation of any kind and an alternate winner may be selected. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a prize, the respective prize may be forfeited. If a prize is forfeited, said prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries received for the corresponding region, as determined by Sponsor/Administrator in its sole discretion. If, after a good-faith attempt, Sponsor/Administrator is unable to award or deliver a prize, said prize may be awarded to another winner at Sponsor's/Administrator's sole discretion. In the event of noncompliance with this requirement or if a potential winner cannot be contacted for any reason, said prize will be forfeited without compensation of any kind and an alternate winner may be selected. Each winner shall be solely responsible for payment of any and all applicable federal, state and local taxes for a prize won. All other costs and expenses not expressly set forth herein shall be solely a winner's responsibility. A prize will only be awarded to verified winner, with the prize/prize notification being delivered only to an address located within the region corresponding to the applicable random drawing.

Sponsor/Administrator will attempt to notify each potential winner as set forth above, but Sponsor/Administrator is not responsible for any undelivered emails, including without limitation emails that are not received because of a winner's privacy or spam filter settings which may divert any Giveaway email, including any winner's notification email, to a spam or junk folder. A prize or any component thereof, are non-transferable and no prize substitutions, exchanges or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a prize or any component thereof, of equal or greater value in case of unavailability of a prize or any component thereof, for any reason, at Sponsor's sole and absolute discretion. Giveaway Entities shall not be held responsible for any delays in awarding a prize or any component thereof, for any reason.

7. General Conditions: Entry in the Giveaway 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 redeemable/exchangeable for cash (except for the Gift Card element of prize in those

jurisdictions where applicable law allows for the holder of a gift card to redeem same for its cash value.) 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 the prize are each winner's sole responsibility. By accepting a prize, a winner waives the right to assert as a cost of winning 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 each winner's sole responsibility. Each winner will be issued W-9 IRS Tax Form with the Affidavit of Eligibility, Liability and Publicity Release 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.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning a prize furnished in connection with the Giveaway. 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 THE APPLICABLE PRIZE SUPPLIER OR THE GIFT CARD ISSUER (AS THE CASE MAY BE).

Winner and his/her guest(s) understand and authorize, to the fullest extent necessary and permitted by law, to allow the Sponsor to conduct a background check of his/her criminal records. Winner and his/her guests(s) further agree (a) to fully cooperate with the Sponsor and its agents/representatives as to the background check, including by providing any additional information or consents that may be required relative to same and (b) to be bound by the results of the background check, even if based on such results, Sponsor determines that winner should not receive the prize and/or winner's guest(s) should not accompany winner to Lakeside Resort (and, in such event, winner and/or guest[s], as applicable, waive any right to challenge such result and any available legal remedies or relief in conjunction therewith.)

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, and advertising and promotion agencies (including Administrator); and (b) the directors, officers, agents, representatives, shareholders, employees, independent contractors (including influencers), successors and assigns of any of the above organizations (collectively, the "Released Entities"); from any and all liability arising from participating in the Giveaway, any Giveaway-related activity and/or the acceptance, receipt, possession or use/misuse of a prize (as applicable). Without limiting the foregoing, Mark Anthony Brands Inc. makes no representation, warranty or guarantee of any kind regarding a 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 a 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 Giveaway 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 email address provided on entry form. The authorized account holder is the natural person who is assigned to the email address by an internet access provider, online service, or other organization that is responsible for assigning email addresses. Sponsor/Administrator 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 Giveaway online/website (including the QR Code® being misprinted, damaged, defective, irregular or otherwise non-functional). Sponsor and Administrator are 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 Giveaway. Sponsor reserves the right, in its sole discretion, to cancel or suspend all or a portion of the Giveaway, should viruses, bugs or other causes beyond control of the Sponsor corrupt the administration, security or proper operation of the Giveaway.

10. Caution: ANY ATTEMPT BY A PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS GIVEAWAY 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 GIVEAWAY (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 Giveaway, 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 Giveaway or detrimental to other entrants of the Giveaway. Such improper conduct includes, without limitation, falsifying personal information required during entrant registration 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 Giveaway. 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 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 Giveaway 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 a prize. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Giveaway 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 Giveaway 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 Giveaway, 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 Giveaway, 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 Giveaway if it determines, in its sole discretion, that the Giveaway 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 Giveaway as contemplated herein. If the Giveaway is modified, terminated or suspended, Sponsor/Administrator will select the winner[s] for affected regional random drawing[s] (if determined to be feasible in its sole discretion) from all eligible, non-suspect entries received for such affected regional random drawing[s] (if any) or otherwise in a manner determined by the Sponsor/Administrator 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 as described in these Official Rules (that is, seven [7] Prizes, with one [1] Prize

per region), are available to be won in the Giveaway. 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 Giveaway 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 Giveaway, entrants agree (a) that any and all disputes regarding the Giveaway 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 Giveaway (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 winners' list, please send a self-addressed stamped envelope to "WC Lake Life Retreat Sweeps", 328 S. Jefferson Street, Suite 1050, Chicago, IL 60661. All requests must be received by December 9, 2022. Winners' list will be available after December 23, 2022.

Sponsor: Mark Anthony Brands Inc., Chicago, IL

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PLEASE DRINK RESPONSIBLY. HARD SELTZER WITH FLAVORS.