

WHITE CLAW® HARD SELTZER 134 “HAPPY HOURS” CONTEST

OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. THIS CONTEST IS OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE 21 YEARS OF AGE OR OLDER AT TIME OF ENTRY. VOID WHEREVER PROHIBITED OR RESTRICTED BY LAW.

ALCOHOL IS NEVER PART OF THE PRIZE.

1) Contest Entry Period: The White Claw® Hard Seltzer 134 “Happy Hours” Contest (the “Contest”) begins at approximately 05:00:00 p.m. Central Standard Time (“CST”) on October 20, 2022 and ends at 11:59:59 p.m. CST on November 6, 2022 (the “Contest Period”). At approximately 05:00:00 p.m. CST on October 20, 2022, the beginning of the Contest Period, Sponsor will post a “call to action” notifying the public of the Contest from the official White Claw® Twitter (@WhiteClaw), Snapchat (@Whiteclawus), Facebook (@whiteclawseltzer) and Instagram (@whiteclaw) accounts (the “CTA Posts”). As soon as the CTA Posts are issued, eligible entrants may participate in the Contest as provided herein.

2) Eligibility: To be eligible to enter for a chance to win a Prize, entrants must, at the time of entry, meet all of the following requirements: (i) be legal residents of the fifty (50) United States and the District of Columbia (“Territory”); (ii) be 21 years of age or older; and (iii) be registered users of Twitter, Instagram, Facebook, or Snapchat (each, a “Participant[s]”). If you are not already a registered user of Twitter, Instagram, Facebook, or Snapchat, it is free to join. Employees, officers, directors, of Mark Anthony Brands Inc. (“Sponsor”), Fooji, Inc. (“Administrator”), United Parcel Service, Inc. (“UPS” or “Fulfillment Partner”), their parent companies, subsidiaries, divisions, affiliates, and prize suppliers, advertising and promotion agencies, any other company involved in the presentation, administration or fulfillment of the Contest, and their respective subsidiaries, affiliated companies, and divisions (collectively, the “Contest Entities”) and those of alcohol beverage licensees (i.e., alcohol beverage suppliers, importers, distributors, wholesalers, and retailers) and each of their immediate family members (defined as any spouse, partner, parent, legal guardian, sibling, child, legal ward, grandparent, or grandchild, regardless of where they reside) and/or those living in the same household of any such person (whether or not related) are not eligible for the Contest. Void outside the Territory and in Puerto Rico and where prohibited or restricted by law.

3) How To Participate in the Contest: After the CTA Posts are made, during the Contest Period, to participate, click the link posted in each of the CTA Posts (each, a “Participation Action”). You will be re-directed to a website where after verifying your age, you must complete and submit the entry form with all required information, including but not limited to your name, e-mail address, phone number, address, state of residence, zip code, and a description of what you’ve missed most about happy hour (“Description”). There is a limit of one (1) entry per person during the Contest Period. A given e-mail address may only be used by one (1) person to participate in the Contest. A maximum of one (1) Prize may be awarded per person, family, address or household. Purported Participation Actions that are incorrect or incomplete, received outside the Contest Period or that contain obscene, inappropriate, offensive (including but not limited to hate speech), or any other language communicating messages inconsistent with the positive images with which Sponsor and its White Claw® brand specifically wish to associate itself (all as determined by Sponsor/Administrator in its sole discretion) will be void and disqualified. All entries, including the Descriptions, must comply with the “Content Restrictions” outlined below. Sponsor and Administrator are not responsible for misspellings, typographical errors, or other issues that may affect the ability to locate or record a

purported Participation Action. You must follow the link and completely fill out the form on the website in order to enter for a chance to win.

Normal Internet access and phone/usage charges imposed by your online/phone service may apply. Each Participation Action and entry form (if applicable) must be manually key stroked and manually entered by the individual Participant; automated and/or repetitive submission of Participation Actions or registration forms (including but not limited to entries made using any script, macro, bot or Contest service) will be disqualified. In the event of dispute as to identity of Participant, the entry will be deemed made by the authorized account holder of the e-mail address used to submit the entry. "Authorized Account Holder" means the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

Content Restrictions:

- a) Description must be original and cannot violate the trademark, copyright, right of privacy, right of publicity or other rights of any third party;
- b) Description must not reference persons consuming alcohol beverages irresponsibly;
- c) Description must not state or imply that the consumption of alcohol beverages is appropriate in conjunction with undertaking any task that requires concentration or physical coordination (e.g., operating a motor vehicle or other equipment/machinery);
- d) Description must not include any personally identifiable information regarding yourself or other persons including full names, telephone numbers and e-mail addresses;
- e) Description must not defame, insult or disparage other persons.
- f) Description must not include any information that is proprietary to your employer (or any other person/business entity), trade secret or confidential;
- g) Description must not reference persons who are not of legal drinking age;
- h) Description must not include any content that may be of appeal to persons who are not of legal drinking age;
- i) Description must be truthful.

Sponsor and Administrator will review Descriptions for compliance with the above Content Restrictions as well as Description not being inappropriate or offensive (as discussed above), with the decisions of Sponsor/Administrator being final and binding in all respects.

Each Participant grants to Sponsor and its designees the non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable, sublicenseable right and license to use, perform, exhibit, reproduce and/or otherwise exploit the Description in any manner and in any and all distribution channels, venues or media now known or hereafter devised, without further notice or any compensation to Participant. Participant waives any "Moral Right of Authors" (*Droit Moral*) in the Description pursuant to U.S. law. Participant further agrees, upon Sponsor's request and without compensation, to sign any and all necessary and appropriate documents so as to effect, perfect or record such grant of license rights.

This Contest is in no way sponsored, endorsed, or administered by or associated with Twitter, Facebook, Instagram or Snapchat.

NOTE ABOUT MOBILE DATA AND MESSAGING CHARGES: When you participate in the Contest via a mobile device and/or download or transmit data via your mobile device, data and messaging rates may apply according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance.

Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on rate plans and charges relating to your participation in this Contest. Check your mobile device's capabilities for specific instructions.

4) Prizes: One hundred thirty-four (134) prizes are available to be awarded (as further outlined in the chart below) (each a "Prize"). **ALCOHOL IS NOT PART OF ANY PRIZE.** All federal, state and local taxes and all other expenses not expressly listed in these Official Rules are the sole responsibility of the winners. Prizes are non-transferable and may not be substituted or redeemed for cash by winners (except for gift card element of prize, where required by applicable law). No more than the stated number of Prizes will be awarded. Sponsor reserves the right to substitute any Prize (in whole or in part) for one of comparable or greater value. Individual prize elements may be shipped to winner separately. Actual retail value of the Prizes may vary, and any difference between actual value and ARV of any prize will not be awarded. **Total ARV of all Prizes available in this Contest: \$86,760.**

| Prize Levels | ARV of Each Prize | Number of Prizes Available throughout the United States |
|--------------|-------------------|---|
| First Prize | \$460 | 126 |
| Grand Prize | \$3,600 | 8 |
| Total | | \$86,760 |

ALL PRIZES ARE AWARDED AS A KIT COMPRISED OF ELEMENTS CURATED BY SPONSOR.

BASED ON ITS REVIEW OF POTENTIAL WINNER DESCRIPTIONS SUBJECT TO THE CRITERIA SET FORTH IN SECTION 5 BELOW, SPONSOR WILL DETERMINE WHICH PRIZE KIT (APPLICABLE TO BOTH FIRST AND GRAND PRIZE KITS) IS MOST APPROPRIATE FOR SUCH POTENTIAL WINNERS. SUCH DECISION BY SPONSOR IS FINAL AND BINDING IN ALL RESPECTS.

I. FIRST PRIZE

Each First Prize Kit shall include:

- (a) One (1) \$100 gift card (issuer of Sponsor's sole choosing; issuer's terms and conditions apply);
- (b) Ten (10) 134 "Happy Hours" tote bags, ten (10) 134 "Happy Hours" can koozies, twenty-five (25) 134 "Happy Hours" coasters, and one (1) 134 "Happy Hours" banner: **DO NOT PROVIDE ANY OF THESE ITEMS TO PERSONS WHO ARE UNDER 21 YEARS OF AGE.**

Each First Prize Kit shall also include one of the following additional items:

- 1. Indoor putting green, putter and golf balls;
- 2. Karaoke machine and disco ball;
- 3. Wireless speakers, smoke machine and gift card to music streaming service (issuer of Sponsor's sole choosing; issuer's terms and conditions apply);

4. Word, card and board games;
5. Dart board/darts, corn hole and giant wooden block tower game;
6. Giant disc strategy game and giant wooden block tower game;
7. Bocce balls (including target ball), kubb game, disc-throwing bottle game and outdoor ladder toss game;
8. Instant camera with self-developing film and confetti “cannon”;
9. Beach chairs, sunglasses, Hawaiian shirts and inflatable palm trees; or
10. Video game console and projector.

II. GRAND PRIZE

Each Grand Prize shall include:

- (a) One (1) \$400 gift card (issuer of Sponsor’s sole choosing; issuer’s terms and conditions apply);
- (b) Ten (10) 134 “Happy Hours” tote bags, ten (10) 134 “Happy Hours” can koozies, twenty-five (25) 134 “Happy Hours” coasters, and one (1) 134 “Happy Hours” banner: DO NOT PROVIDE ANY OF THESE ITEMS TO PERSONS WHO ARE UNDER 21 YEARS OF AGE.

Each Grand Prize Kit shall also include one of the following additional items:

1. Ping pong table with rackets and ping pong balls, dart board with darts, and shuffleboard table with equipment;
2. Indoor putting green, putter, golf balls, arcade video game, giant disc strategy game and giant wooden block tower game;
3. Outdoor disc throwing game, round net game, multiplayer sports-themed video game and barbecue grill;
4. Pinball machine and air hockey table with paddles and puck;
5. Karaoke machine with touchscreen, strobe lights, backdrop and disco ball;
6. Rhythm and dance video game, speakers, smoke machine and laser light machine;
7. Virtual reality headset, video game console and video games; or
8. Photo booth with props, backdrop and confetti “cannon.”

PRIZE MUST BE ACCEPTED AS AWARDED. IF PRIZE IS NOT TO WINNER’S TASTE (IN WHOLE OR IN PART), THE SOLE OPTION OF THE WINNER IS TO DECLINE THE PRIZE IN ITS ENTIRETY. IF PRIZE IS DECLINED BY WINNER, THE PRIZE WILL BE FORFEITED AND NO ALTERNATE PRIZE OR COMPENSATION WILL BE AWARDED. SPONSOR MAY AWARD FORFEITED PRIZES TO ALTERNATES SELECTED PURSUANT TO THE CRITERIA AND PROCESS SET FORTH IN SECTION 5 BELOW, BUT IS NOT IN ANY WAY OBLIGATED TO DO SO.

5) Winner Selection: Entries that comply with these Official Rules will be evaluated by a qualified panel of judges selected by Sponsor who will evaluate each Description based on the following judging criteria :

- Adherence of Description to “Why I Miss Happy Hour” theme (40%)
- Persuasiveness & Compelling Nature of Description (40%)

- Creativity and Originality (20%)

Administrator's computer will be the official time keeping device for the Contest and all decisions by the Administrator regarding the timing of Entries will be final and binding. Subject to compliance with these Official Rules:

- a) The eight (8) Entries with the overall highest scores will each be deemed potential Grand Prize winners.
- b) The one-hundred twenty six (126) Entries with the next highest scores will each be deemed a potential First Prize winner.

In the event of a tie, the judges will select the entry with the higher/highest score in Adherence to "Why I Miss Happy Hour" theme among those tied. If a tie still remains, an additional judge will re-evaluate the tied entries pursuant to the preceding judging criteria to determine the potential winner.

The potential winners will be contacted by Sponsor using the email address used to enter the Contest. Failure by Participant to respond to the initial verification within 48 hours of notification may result in disqualification, and Sponsor may, at its discretion, select an alternate winner in the same manner.

Except as determined by Sponsor in its sole discretion, no substitution of any Prize is offered, no transfer of Prize to a third party is permitted, and Prize may not be redeemed for cash value (except for gift card element of prize as per applicable law, as discussed above). Prizes will be awarded and delivered only to addresses within the United States. Sponsor and/or Administrator are not responsible for any delay or cancellation of the Prize delivery due to unforeseen circumstances, or those outside of Sponsor or Administrator's control, as applicable. Potential winners are subject to verification and will be required to sign and return to Sponsor for its receipt within **three (3) business days an Affidavit of Eligibility/ Liability Release with (where lawful) a publicity release**. If any required documents are not timely received by Sponsor or Administrator, as applicable, or if any message or mail intended for a winner is returned as undeliverable, then the applicable Prize may be forfeited.

6) General Rules / Limitations of Liability: By participating in the Contest, Participants agree to be bound by these Official Rules and the decisions of the Sponsor and Administrator which shall be final in all respects. Participation in the Contest constitutes permission for the Sponsor and its designees to use the Participant's name, likeness, voice, biographical information, prize information (if applicable), quotes attributable to Participant, and any other elements of Participant's persona for purposes of advertising and trade in any and all media now known or otherwise developed without compensation or review. In the event there is a discrepancy or inconsistency between disclosures or other statements (in any and all media) contained in any Contest materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. Mark Anthony Brands Inc., Administrator and the other Contest Entities assume no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Contest; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers, software or providers utilized in any aspect of the operation of the Contest; (d) inaccessibility or unavailability of the Internet, Twitter, Instagram, Facebook, and/or Snapchat or any combination thereof, or; (e) any injury or damage to Participant's or to any other person's computer (or mobile device) which may be related to or

resulting from any attempt to participate in the Contest. The Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the operation of the Contest; violates the Official Rules; is suspected of cheating, fraud, or acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any Participant who uses or is suspected of using cheating, fraudulent means, unauthorized methods of entry, or otherwise attempts to participate multiple times in violation of these Official Rules, or with multiple identities, and/or addresses will be disqualified. Any attempt by any person to undermine the legitimate operation of the Contest 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/Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If, for any reason, the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, then the Sponsor reserves the right in its sole discretion to cancel, modify, suspend or terminate the Contest in whole or in part. In such event Sponsor shall select winners via judging using the criteria and process set forth above from all valid entries received up to the point of the action taken, to the extent feasible. **TO THE FULLEST EXTENT PERMITTED BY LAW, AS A CONDITION OF ENTRY INTO THE CONTEST, ALL PARTICIPANTS AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS MARK ANTHONY BRANDS INC., THE ADMINISTRATOR AND OTHER CONTEST ENTITIES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS OR ACTIONS OF ANY KIND WHATSOEVER FOR INJURIES, DAMAGES, OR LOSSES TO PERSONS OR PROPERTY WHICH MAY BE SUSTAINED IN CONNECTION WITH: PARTICIPATING IN ANY ASPECT OF THE CONTEST; THE RECEIPT, OWNERSHIP OR USE OF ANY PRIZE AWARDED; PREPARING FOR, PARTICIPATING IN OR TRAVELING TO AND/OR FROM ANY PRIZE-RELATED OR CONTEST-RELATED ACTIVITY, OR; ANY TYPOGRAPHICAL OR OTHER ERROR IN THESE OFFICIAL RULES OR ANY CTA POSTS OR OTHER ANNOUNCEMENTS RELATING TO THE CONTEST. THE WINNERS SHALL BEAR ALL RISK OF LOSS OR DAMAGE TO THEIR PRIZE AFTER IT HAS BEEN DELIVERED. SPONSOR, ADMINISTRATOR AND THE OTHER CONTEST ENTITIES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE APPEARANCE, SAFETY OR PERFORMANCE OF ANY PRIZE, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR THE INTENDED PURPOSE. THE ONLY WARRANTIES – IF ANY – ARE THOSE OF THE MANUFACTURER OF THE PRIZE IN QUESTION.**

Sponsor/Administrator assumes no responsibility for any damage to an Participant's or any other person's mobile device or computer which is occasioned by participating in the Contest 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/Administrator 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/Administrator which are not properly and timely received and accessible by Sponsor or its agencies for any reason. Sponsor/Administrator 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 Contest, 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 Contest, or to annoy, abuse, threaten or harass any other person, and Sponsor/Administrator 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 Contest if it determines, in its sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's/Administrator's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Contest as contemplated herein. If the Contest is modified, terminated or suspended, Sponsor/Administrator will select the winners (if determined to be feasible in its sole discretion) from all eligible, non-suspect entries received (if any) 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 winner selection via judging shall be each Participant's sole and exclusive remedy under such circumstances, and, if not feasible, Sponsor/Administrator shall not have any liability of any kind. Only the type and quantity of prizes described in these Official Rules is available to be won in the Contest. 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.

Without limiting any other provision in these Official Rules, the Contest Entities are not responsible or liable to any Participant or winner (or any person claiming through such Participant or winner) for failure to supply the prize or any part thereof in the event that any of the Contest activities or Contest Entities' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Contest Entity (as determined by Sponsor in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declare or undeclared), civil disturbance, insurrection, riot, epidemic, pandemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

EACH PARTICIPANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER AGAINST THE CONTEST ENTITIES. SECTION 1542 READS AS FOLLOWS:

"CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

7) Privacy Policy: By entering the Contest, Participants agree that any personal information submitted by Participants may be used and shared by Sponsor subject to Sponsor's privacy policy posted at <https://www.whiteclaw.com/privacy/> and Administrator's privacy policy posted at <https://www.fooji.com/privacy/>.

8) Governing Law / Disputes: This Contest 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 Contest, Participants agree (a) that any and

all disputes regarding the Contest 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 Contest (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.

9) Severability: If any term or provision of these Official Rules is found under the law to be invalid or unenforceable, then such specific term or provision shall be of no force and effect and shall be severed and the remainder of these Official Rules shall continue in full force and effect.

10) Winners List: For a winners' list, no later than 60 days after the close of the Contest, send an email request with the name of the Contest to hello@fooji.com or mail your request together with a self-addressed stamped envelope to White Claw Hard Seltzer 134 Happy Hours Contest Winner's List, 167 N. Green Street, 6th Floor, Chicago, IL 60607.

Sponsor: Mark Anthony Brands Inc., Chicago, IL

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Nutritional information available at whiteclaw.com

PLEASE DRINK RESPONSIBLY. HARD SELTZER WITH FLAVORS.