

## **Angry Orchard® Gold Cup Sweepstakes Official Rules**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

Overview: The Angry Orchard® Gold Cup Sweepstakes (the “Sweepstakes”) will be advertised in participating accounts that carry/offer Angry Orchard. No Purchase Necessary to enter or participate in the Sweepstakes. You will be encouraged to scan the quick response (“QR”) code or visit the featured Website URL, as outlined in the applicable advertising. By doing so, you will be placed in one (1) of two (2) promotional groups/prize pools: If you scan the QR Code or visit the Website URL in an off-premise account (e.g., grocery store/convenience store/liquor store), you will enter the “Off-Premise Prize Pool”. If you scan the QR Code or visit the Website URL in an on-premise account (e.g., bar/restaurant), you will enter the “On-Premise Prize Pool”. See Section 4, 5 and 6 below for complete details.

**1. Eligibility:** The Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least twenty-one (21) years old at the time of entry. Employees of Angry Orchard Cider Company, LLC (“Sponsor”), Merkle Inc. (“Administrator”), and their parent and affiliate companies, advertising and promotion agencies, wholesale distributors, retail licensees, and all other service agencies involved with the Sweepstakes as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant’s full and unconditional agreement to these Official Rules. Sponsor’s and Administrator’s decisions are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** Angry Orchard Cider Company, LLC, 1 Design Center Place, Suite 850, Boston MA 02210.  
**Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Timing:** The Sweepstakes begins on April 1, 2021 at 12:00 a.m. Eastern Time (“ET”) and ends on June 30, 2021 at 11:59 p.m. ET (the “Promotion Period”). Administrator’s computer is the official time-keeping device for the Sweepstakes.

**4. How to Enter: There are two (2) ways to enter:**

- a. Off-Premise Prize Pool: During the Promotion Period, use your smart phone or other web-enabled device with data plan to scan the Sweepstakes quick response (“QR”) code featured on signs or promotional materials with the QR reader application already installed on your phone. You will be directed to a mobile Web page at [www.AngryOrchardGoldCupSweeps.com](http://www.AngryOrchardGoldCupSweeps.com) (also a “Website”) or visit the Website directly. Then, follow the links and instructions to complete and submit the registration form including a valid email address. Finally, play the provided soccer-themed game, for fun. You automatically will receive one (1) Sweepstakes entry into the Off-Premise Prize Pool drawing.
- b. On-Premise Prize Pool: During the Promotion Period, use your smart phone or other web-enabled device with data plan to scan the Sweepstakes quick response (“QR”) code featured on signs or promotional materials with the QR reader application already installed on your phone. You will be directed to a mobile Web page at [www.AngryOrchardGoldCupSweeps.com](http://www.AngryOrchardGoldCupSweeps.com) (also a “Website”) or visit the Website directly. Then, follow the links and instructions to complete and submit the registration form including a valid email address. Finally, play the provided soccer-themed game, for fun. You automatically will receive one (1) Sweepstakes entry into the On-Premise Prize Pool drawing.

Note that only one (1) Prize Pool option can be associated with your registration. For every subsequent visit, log in by entering the email address used to register and you will continue to participate in the Prize Pool.

Limit: You may enter one (1) time per day, for your Prize Pool, during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person who is at least twenty-one (21) years old and 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. Each potential winner may be required to show proof of being an authorized account holder.

**Bonus Sweepstakes Entry: After you have registered for the Sweepstakes, you can earn one (1) bonus Sweepstakes entry during the Promotion Period, as described below:**

Participation Requirements: To participate, you will need to have a Twitter and/or Instagram account (each a "Social Media Account"). Creating each Social Media Account is free but is subject to the applicable terms and conditions (<http://twitter.com/tos>) or (<http://instagram.com/about/legal/terms/#>). **Posting on Instagram requires a mobile device and therefore message and data rates may apply.** If entering via a mobile device and using your wireless carrier's network, standard data charges from your wireless carrier may apply.

Entry Requirements: During the Promotion Period, tweet/post a video of yourself saying "GOOOAAAALLL" and include the hashtags #MaketheSweetCall and #Sweepstakes in the original caption. Your Tweet/Post need not include any reference, positive or negative, to Sponsor's products or services. **Including a reference, image, etc. in your social post will not improve your chances of winning.** Retweets, Instagram stories, and Instagram posts where the hashtag is included in a comment rather than the caption of the original post will not be deemed entries.

You automatically will receive one (1) bonus Sweepstakes entry into the Off-Premise drawing and one (1) bonus Sweepstakes entry into the On-Premise Prize Pool drawing. Limit: Up to one (1) bonus Sweepstakes entry, per email address/person, during the Promotion Period.

Any tweet/post that violates any of the below content restrictions will not be eligible as a submission.

Content Restrictions:

- Your Tweet/post must be your original work;
- Your Tweet/post must not convey any claims of Sponsor's products or services that would be deemed unsubstantiated or deceptive if made by Sponsor;
- Your Tweet/post must not disparage Sponsor or any other parties;
- Your Tweet/post must not depict the act of drinking;
- Your Tweet/post must not portray, encourage, or condone drunk driving;
- Your Tweet/post must not depict situations where Sponsor's product is being consumed excessively, in an irresponsible way, or in any way illegally;
- Your Tweet/post must not portray persons in a state of intoxication or in any way suggest that intoxication is acceptable conduct;
- Your Tweet/post must not employ any symbol, gesture, or cartoon character that is intended to appeal primarily to persons below the legal purchase age;

- Your Tweet/post must not employ any entertainment figure or group that is intended to appeal primarily to persons below the legal purchase age;
- Your Tweet/post must not depict Santa Claus;
- Your Tweet/post must not associate or portray Sponsor's product drinking before or during activities which require a high degree of alertness or coordination;
- Your Tweet/post must not employ religion or religious themes;
- Your Tweet/post must not disparage competing alcoholic beverages;
- Your Tweet/post must not depict retail outlets as well kept and respectable establishments;
- Your Tweet/post must not show littering or otherwise improper disposal of Angry Orchard containers, unless the scenes are used clearly to promote anti-littering and/or recycling;
- Your Tweet or post must not contain material that violates or infringes another's rights and therefore may not include logos, trademarks or any other intellectual property other than those of the Sponsor;
- Your Tweet or post must not make references to or include: alcohol, illegal drugs, tobacco, or firearms/weapons, any activities that are or appear to be dangerous, or any political agenda;
- Your Tweet or post may not be indecent, obscene, sexually explicit, hateful, promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; and
- Your Tweet or post may not be tortious, defamatory, libelous, disparage Sponsor or any other person or party, or contain material that is unlawful in any way.

Permissions: Entrant must have permission from any recognizable individuals who appear in the Submission to use their names and likenesses in the Submission and to grant the rights set forth herein. **Those that are under the age of twenty-one (21) may not be included in the Tweet/post.** If requested, entrant must be able to provide such permissions or proof in a form acceptable to Sponsor.

Sponsor's Use of Social Post Content: Tweeting/Posting a video constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the video.

By Submitting a Tweet or Post Entrant Hereby Agrees:

- That you own all copyright in and to the post submitted and agree to assign all your rights to Sponsor, and its subsidiaries, affiliates, and its agents.
- That you have obtained authorization from any and all individual(s) featured in your post and confirm those individual(s) agree to allow you to submit a post bearing their name, image and likeness in connection with your submission of the post and understand that such post could be shared on social media platforms outside of Sponsor's control.
- That you will indemnify, defend and hold Sponsor harmless from any and all damages, liabilities, fees and costs incurred in defending against any third party claims or threat of claims asserted against Sponsor arising from use of the post.

**5. Drawings:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received for applicable Prize Pool drawing (or combination of Prize Pools, as applicable; See Section 6 below), during the Promotion Period, on or around July 1,

2021. The potential winners will be notified by email, mail or phone. Each potential winner of a prize valued at \$600.00 or more will be required to sign and return an Affidavit of Eligibility and Release of Publicity and Liability (where permitted by law) within five (5) days of notification. Winner's age is subject to independent age verification, and if failed, will result in prize forfeiture. If a potential winner of any prize cannot be contacted, fails to sign and return the Affidavit of Eligibility and Release of Publicity and Liability or provide any other requested information within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits his/her/their prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner of a prize valued over \$25.00 is disqualified for any reason or forfeits the prize, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the applicable prize will remain un-awarded. Unclaimed prizes valued at \$25.00 or less will not be awarded.

## 6. Prizes:

### Off-Premise Prize Pool Prizes:

ONE (1) GRAND PRIZE: Winner will have the opportunity to choose one (1) of the following three (3) options:

- a. A trip for two (2) to Las Vegas, NV for the "2021 Concacaf Gold Cup" (the "Match"). Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion); three (3) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); two (2) tickets to the Match (ARV: \$300.00) and \$1,200.00 spending money. Approximate Retail Value ("ARV"): \$4,200.00. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value. If in-person attendance of the Match is deemed unsafe due to causes related to COVID-19 or to any other factor, or would be in violation of any federal, state or local health guidelines in effect as of the dates of scheduled attendance, a cash substitute will be awarded. All details, including the total amount, will be determined by Sponsor in its sole discretion. If attendance of the Match is deemed safe, as set forth above, but the winner objects to in-person attendance of the Match, then the winner forfeits the prize.
- b. A viewing party for winner and up to seven (7) guests. Viewing party package includes one (1) catered dinner at winner's home (all details determined by Sponsor in its sole discretion); one (1) \$500.00 pre-paid card (exact prize to be determined by Sponsor, in Sponsor's sole discretion); one (1) \$500.00 gift card to the Angry Orchard e-store and one (1) \$720.00 pre-paid card that can be used to purchase a one (1) year online streaming service subscription. Terms and conditions received with delivery of pre-paid card/gift card apply. ARV: \$3,220.00.
- c. A \$2,500.00 check. ARV: \$2,500.00.

Odds of winning the Off-Premise Grand Prize depend on the number of eligible entries received the Off-Premise Prize Pool, during the Promotion Period.

### On-Premise Prize Pool Prizes:

ONE (1) GRAND PRIZE: Winner will have the opportunity to choose one (1) of the following three (3) options:

- a. A trip for two (2) to Las Vegas, NV for the "2021 Concacaf Gold Cup" (the "Match"). Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion); three (3) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); two (2) tickets to the Match (ARV: \$300.00) and \$1,200.00 spending money. ARV: \$4,200.00. Actual value may vary based on airfare fluctuations and distance between

- departure and destination. Winner will not receive difference between actual and approximate retail value. If in-person attendance of the Match is deemed unsafe due to causes related to COVID-19 or to any other factor, or would be in violation of any federal, state or local health guidelines in effect as of the dates of scheduled attendance, a cash substitute will be awarded. All details, including the total amount, will be determined by Sponsor in its sole discretion. If attendance of the Match is deemed safe, as set forth above, but the winner objects to in-person attendance of the Match, then the winner forfeits the prize.
- b. A viewing party for winner and up to seven (7) guests. Viewing party package includes one (1) catered dinner at winner's home (all details determined by Sponsor in its sole discretion); one (1) \$500.00 pre-paid card (exact prize to be determined by Sponsor, in Sponsor's sole discretion); one (1) \$500.00 gift card to the Angry Orchard e-store and one (1) \$720.00 pre-paid card that can be used to purchase a one (1) year online streaming service subscription. Terms and conditions received with delivery of pre-paid card/gift card apply. ARV: \$3,220.00.
  - c. A \$2,500.00 check. ARV: \$2,500.00.

Odds of winning the On-Premise Grand Prize depend on the number of eligible entries received the On-Premise Prize Pool, during the Promotion Period.

**Off-Premise and On-Premise Prizes - Eligible Entries from methods 4 (a) and 4 (b) will be combined and the following prizes will be awarded:**

TWENTY-FIVE (25) FIRST PRIZES: Each winner will receive one (1) \$720.00 pre-paid card that can be used to purchase a one (1) year online streaming service subscription. Terms and conditions received with delivery of pre-paid card apply. ARV: \$720.00.

SEVENTY-FIVE (75) SECOND PRIZES: Each winner will receive one (1) Angry Orchard® and CONCAF branded swag kit including T-shirt, soccer jersey, face sticker, soccer socks, and soccer scarf ARV: \$250.00.

Odds for winning a First or Second Prize depend on the number of eligible entries received for the On-Premise and Off-Premise Prize Pools, during the Promotion Period.

For All Grand Prizes (Option A Only): Winner must travel on the dates determined by Sponsor in its sole discretion or prize will be forfeited. Notwithstanding the foregoing, Sponsor will make reasonable efforts to select travel dates acceptable to winner. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Winner's guest must be at least twenty-one (21) years of age or older as of the date of departure. Winner's guest must execute liability/publicity releases prior to issuance of travel documents. Winner and his/her guest must possess all necessary travel documents (i.e. passport/identification card) (at his/her own expense) prior to awarding of prize, depart/return from/to the same major airport and travel on same itinerary. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if the Match is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Should winners and/or guest(s) engage in anti-social, belligerent, unruly or otherwise inappropriate conduct in conjunction with award of trip (including but not limited to attendance at Match), the trip will be terminated for winners and/or guest(s), as appropriate, with Sponsor having no further liability to winners and/or guest(s), as appropriate, under any legal theory. Should such behavior of winners and/or guest(s) be deemed by Sponsor to be particularly egregious or offensive, Sponsor reserves the right to seek all

available legal remedies against winner and/or guest(s), as appropriate, so as to protect its rights. In the event any scheduled activity in Las Vegas, NV associated with the prize and/or any other component of the prize is cancelled for any reason, including safety, health and/or welfare concerns, scheduling conflicts, cancellations, postponement, an event of force majeure, or for any other reason, Sponsor reserves the right, if possible, to reschedule such the trip for alternate dates in its sole determination, but if the trip is not rescheduled, it shall have no obligation other than to award the remainder of the prize. The terms and conditions of any Concacaf event tickets awarded as part of the prize will govern in the event it cannot be offered due to safety and health conditions, weather conditions, an act of God, an act of terrorism, civil disturbance or any other reason. Sponsor will not be responsible for health and safety conditions, weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of any Concacaf related event. Concacaf related tickets awarded as part of the Grand Prize are subject to venue restrictions, other terms and conditions as indicated thereon and may not be resold or offered for resale. Any such resale may result in disqualification and prize forfeiture without compensation of any kind.

For All Prizes: Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. If any potential prize winner is found to be ineligible, or if he or she has not fully complied with these Official Rules or declines the prize for any reason prior to award and such prize will be forfeited without compensation of any kind. First and Second Prizes will be awarded 8-10 weeks after the conclusion of the Promotion Period. Unclaimed and forfeited prizes will not be awarded. All applicable federal, state, and local taxes on prize are the sole responsibility of the prize winner. Winners will receive an Internal Revenue Service Form 1099 for the ARV of the prize for the tax year in which the prize was awarded and agree to fully cooperate with Sponsor and its representatives as to its compliance with all applicable governmental reporting requirements, including by providing upon request his/her Social Security Number via Internal Revenue Service Form W9. Limit of one (1) Grand Prize and one (1) First Prize or Second Prize per person. Total ARV of all prizes: up to \$47,250.00.

**7. Release:** By receipt of any prize, winners agree to release and hold harmless Sponsor, Soccer United Marketing, LLC and The Confederation of North, Central America and Caribbean Association Football ("Concacaf"), Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize. Winners acknowledge that neither Sponsor nor its agents have made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize, including, but not limited to, its quality, mechanical condition or fitness for a particular purpose. Any and all warranties and/or guarantees on a prize, if any, are subject to the manufacturers' terms therefore and winner agrees to look solely to such manufacturers for any such warranty and/or guarantee.

**8. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration and hereby releases Sponsor from any liability with respect thereto, where allowed by law.

**9. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of

discontinuance and may modify the prizes offered herein. 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 Sweepstakes 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 deliberately undermine the legitimate operation of the Sweepstakes or to seek to defraud Sponsor or its agencies in conjunction with participation in the Sweepstakes (including prize claim) may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law as well as disqualifying such person from the Sweepstakes with forfeiture of prize without compensation of any kind. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**10. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any 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 Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**11. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, 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.

**12. Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's Privacy Policy <https://www.angryorchard.com/privacy-policy>. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personally identifying information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

**13. Winner List:** For a winner list, visit <https://bit.ly/36obpTb>. The winner list will be posted after winner confirmation is complete.

**Soccer United Marketing, LLC and Concacaf are not Sponsors of this Sweepstakes.  
Angry Orchard Cider Company is the sole responsible entity for the Sweepstakes.**