

**KONA BIG WAVE® SUMMER BRING THE ALOHA SWEEPSTAKES  
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER FOR A CHANCE TO WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THE SWEEPSTAKES IS OPEN ONLY TO PERSONS WHO ARE, AT THE TIME OF ENTRY, LEGAL RESIDENTS OF AK, AZ, CA, CO, CT, DC, IA, ID, IL, IN, LA, MA, MD, ME, MT, ND, NH, NJ, NM, NV, NY, OR, PA, SD, TX, UT, VA, VT, WA, & WY AND AT LEAST TWENTY-ONE (21) YEARS OF AGE OR OLDER. SWEEPSTAKES WILL BE GOVERNED BY UNITED STATES LAW. VOID WHERE PROHIBITED.**

**1. ELIGIBILITY:**

The “Kona Big Wave Summer Bring the Aloha Sweepstakes” (“Sweepstakes”) is open to legal residents of AK, AZ, CA, CO, CT, DC, IA, ID, IL, IN, LA, MA, MD, ME, MT, ND, NH, NJ, NM, NV, NY, OR, PA, SD, TX, UT, VA, VT, WA, and WY who are twenty-one (21) years of age or older at the time of entry. Employees, contractors, directors, officers and agents of Anheuser-Busch Companies LLC, its affiliates and subsidiaries, advertising and promotion agencies, wholesale distributors, retail licensees, and all other service agencies involved with the Sweepstakes, and members of their immediate family (spouse, parent, child, and sibling) are not eligible to enter or win. 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 and Sponsor’s and Administrator’s decisions which are final and binding in all matters related to this Sweepstakes. Winning a prize is contingent upon fulfilling all requirements as set forth herein.

**2. SWEEPSTAKES PERIOD:**

Sweepstakes begins at 12:00:00 a.m. Eastern Daylight Time (“EDT”) on May 22, 2023, and ends at 11:00:00 p.m. EDT on July 4, 2023 (“Sweepstakes Period”). Administrator’s computer is the official time keeping device for this Sweepstakes.

**3. HOW TO ENTER:**

Internet: Visit <http://konasweeps.com> (“Website”) during the Sweepstakes Period and follow the instructions to complete and submit an online entry (“Entry”). After submitting your Entry, you will have the opportunity to submit a bonus entry by uploading a photo of yourself with a Kona Big Wave logo (“Bonus Entry” or “Entry”).

If the Bonus Entry contains additional people other than only the entrant, please note that the one (1) person submitting the Bonus Entry will be considered the entrant and only the entrant is eligible to win a prize. No other person in the Entry is eligible to receive a prize. Sponsor and Administrator are not liable for any disputes arising from or related to the Sweepstakes in this regard.

Automated entries are prohibited and any use of automated devices will cause disqualification. Entrants may not enter with multiple email addresses, nor use any other device or artifice, to enter multiple times or as multiple entrants. Any entrant who attempts to enter with multiple email addresses under multiple identities or uses any device or artifice to register multiple times, will be disqualified and forfeits all prizes won, in Sponsor's sole discretion. Multiple entrants are not permitted to share the same email address. Should multiple users of the same email account enter the Sweepstakes and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said email account at the time of entry will be considered an entrant and must comply with these Official Rules. The authorized account subscriber is the natural person who is assigned the email address by the ISP or other organization responsible for assigning email addresses. Potential winner may be required to show proof of being the authorized account subscriber.

If entering with a mobile phone or other web-enabled device and using your wireless carrier's network, standard data charges from your wireless carrier may apply. Check with your wireless service provider for details on these and any other applicable charges. Entrants are solely responsible for any such wireless charges.

All Entries must be received and recorded during the Sweepstakes Period. Only the methods of entry described herein are valid. No other forms of entry are valid. To be valid, each Entry must comply with all of these Official Rules. Limit one (1) Entry and one (1) Bonus Entry per person.

See Appendix A for additional Entry Guidelines & Prohibited Content. Entries must comply with these Official Rules. Sponsor reserves the right, but not the obligation, to review any Entry for violation of these Official Rules and may, at its sole discretion, reject, delete, or otherwise exclude an Entry for any reason, including without limitation, if an Entry contains any Prohibited Content (as defined in Appendix A) or any other commentary or material which Sponsor, in its sole discretion deems inappropriate.

#### **4. SWEEPSTAKES DRAWING:**

Potential winner will be selected in a random drawing to be held on or about July 5, 2023, from among all eligible entries received by Administrator, whose decisions are final in all matters relating to this Sweepstakes. Odds of winning depend on the number of eligible entries received during the Sweepstakes Period.

#### **5. WINNER NOTIFICATION:**

The prize will be awarded. Potential winner will be notified by email or phone call message and will be required to respond to the notification within forty-eight (48) hours indicating whether they can accept the prize. If a potential winner does not respond to the notification within the forty-eight (48) hour time period, prize will be forfeited and an alternate potential winner will be randomly selected. Any alternate potential winner

selected will also be required to respond to the notification within the time frame stated above.

Potential winner may be required to complete, sign, and return an affidavit of eligibility and liability and, unless prohibited by law, publicity release to Sponsor or Sponsor's representative within forty-eight (48) hours of prize acceptance. Subject to verification of eligibility and compliance with the terms of these Official Rules, including verification that the winner is twenty-one (21) years of age or older, the potential winner will be declared an official winner of the Sweepstakes. If Sponsor cannot verify that the potential winner is twenty-one (21) years of age or older prior to winner notification, then the potential winner will be disqualified and an alternate potential winner will be randomly selected.

In the event of noncompliance within any stated time period, the prize will be forfeited and an alternate potential winner will be randomly selected. Any alternate potential winner selected will also be required to adhere to the time periods described herein. Any prize notification or prize returned to the Sponsor or its agencies as undeliverable will result in disqualification and the awarding of that prize to an alternate potential winner.

Sponsor is not responsible for suspended or discontinued Internet, wireless, or land-line phone service or a change in an entrant's email, phone number or mailing address which may result in a potential winner not receiving initial prize notification or his/her prize information. Note: Any communication between a potential winner and Sponsor or its agencies regarding this Sweepstakes (e.g., phone calls, text messages, chats, emails, etc.) may be recorded for quality assurance and training purposes.

## **6. PRIZE DETAILS:**

Prize (1 total): Winner will receive one (1) \$500.00 digital prepaid card. Terms and conditions received with the digital prepaid card apply. Approximate Retail Value is \$500.00. If winner cannot accept the prize as specified, prize will be forfeited and will be awarded to an alternate winner. Any difference between stated value and actual value will not be awarded.

Prize is non-transferable and no cash equivalent or substitution of prize is offered, except at the sole discretion of Sponsor. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. Prize winner will be solely responsible for all federal, state, and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether it, in whole or in part, is used.

If Sponsor so elects, potential winner may be required to submit to a confidential background check. Such background check may include (but is not limited to) investigation of criminal, sexual offenses, or other arrest or conviction record, and any other factor deemed relevant by the Sponsor to help ensure that each potential winner

will not bring the Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Sponsor. If requested, potential winner agrees to sign waiver forms authorizing the release of personal and background information. In the event of noncompliance, to be determined at the sole discretion of Sponsor, prize will be forfeited and will be awarded to an alternate winner.

## **7. LIMITATIONS OF LIABILITY AND RELEASE:**

Anheuser-Busch, LLC, Administrator, and their respective affiliates, subsidiaries, and agencies (collectively the "Released Parties") are not responsible for lost, late, misdirected, unintelligible, returned or undelivered Entries, email, or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website, or other connections availability, accessibility or traffic congestion, miscommunications, failed computer, network, telephone, satellite or cable hardware or software or lines, or technical failure, or jumbled, scrambled, delayed or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network. Persons who tamper with or abuse any aspect of this Sweepstakes or Website, or act in violation of the Official Rules, or act in any manner to threaten or abuse or harass any person, or violate Sponsor's terms of service, as solely determined by the Sponsor, will be disqualified. Released Parties are not responsible for any incorrect or inaccurate information whether caused by users, tampering, hacking, or by any of the programming or equipment associated with or used in this Sweepstakes, and assumes no responsibility for any errors, omission, deletion, interruption or delay in operation or transmission or communication line failure, theft or destruction or unauthorized Website access. Any use of robotic, macro, automatic, programmed or like entry methods will void all such Entries, and may subject that entrant to disqualification. Released Parties are not responsible for injury or damage to entrants or any other person's computer or property related to or resulting from participating in this Sweepstakes. Should any portion of Sweepstakes be, in the Sponsor's sole opinion, compromised by virus, worms, bugs, unauthorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair administration, security, fairness or proper play of this Sweepstakes, or submission of Entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes, and determine the Prize winner from valid, non-suspect Entries received prior to action taken, or otherwise as may be deemed fair and equitable by the Sponsor. In the event of a dispute regarding the identity of an online entrant, the authorized subscriber of the email account used to enter will be deemed to be the entrant and must comply with these rules. The authorized account subscriber is the natural person who is assigned the email address by the ISP or other organization responsible for assigning email addresses. All materials submitted become the property of Anheuser-Busch, LLC and will not be returned.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU,

AND THE FOREGOING PARAGRAPHS SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF SPONSOR'S NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

Entrants agree (a) that Sponsor and its parent, subsidiary and affiliated companies, advertising and Sweepstakes agencies and their respective officers, directors, employees, wholesale distributors, representatives and agents, will have no liability whatsoever for, and are released and shall be held harmless by entrants against, any liability, for any injuries, losses or damages of any kind, to persons, including death, or property, or rights of publicity or privacy, defamation, copyright infringement or portrayal in a false light resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize or participation in this Sweepstakes or in any Sweepstakes-related activity, and (b) winner, by acceptance of prize, except where legally prohibited, grants permission for Sponsor (and agrees to confirm such agreement in writing) and those acting pursuant to its authority to use his/her name, submitted biography, voice and/or likeness and prize information, and/or Entry (and assign the Entry, which may be altered, changed, modified, edited, used alone or with other works, as solely determined by Sponsor) for advertising, trade and Sweepstakes purposes without further compensation, at any times or time, in all media now known or hereafter discovered worldwide and on the Internet without notice or review or approval.

#### **8. PUBLICITY AND COPYRIGHT LICENSE:**

You grant Sponsor an exclusive, worldwide, perpetual, irrevocable, unrestricted, royalty-free, sub-licensable and transferrable right and license to exploit your Entry (including, without limitation, your name and likeness and the names and likenesses of any and all persons in the Entry, and any intellectual property rights (e.g., copyright, trademark, etc.) contained in the Entry in any media now or hereafter known, without any payment or other consideration of any kind, or permission or notification, to you or any third party, for any purpose, including, without limitation, your Entry and any person's property (physical, personal, intellectual property rights, and indicia) contained therein. The foregoing grant includes, without limitation, the right to reproduce, display, distribute, publicly perform, create derivative works of, alter, amend, broadcast, edit, publish, use, merchandise, license, sublicense, and adapt the Entry in any and all media now or hereafter known, throughout the world, for any purpose, whether commercial in nature or otherwise, including in contexts and circumstances that result in your Entry being associated with a particular Sponsor or Sponsors. Accordingly, you hereby waive any objection to, such use including without limitation, distribution, reproduction, creation of derivative works of, public performance, or display of your Entry, and any claim for compensation whatsoever in connection therewith. Such waiver shall include any claim for infringement of any so-called "Moral Right," "Droit Moral" or similar right or interest.

#### **9. DISPUTE RESOLUTION:**

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant or Sponsor in connection with the Sweepstakes, or any claim or dispute that has arisen or may arise between you and Sponsor shall be governed by, and construed in accordance with, the laws of the State of Missouri without giving effect to any choice of law or conflict of law rules. The place of arbitration shall be St. Louis, Missouri.

**10. PRIVACY POLICY:**

See Sponsor's privacy policy located at <https://www.anheuser-busch.com/privacy-policy> for details regarding the use of personal information collected in connection with this Sweepstakes. If you are verified as a prize winner, your first name, last initial, city and state will be included in a publicly-available winner's list.

**11. OFFICIAL RULES:**

The Official Rules of the Sweepstakes are available for viewing at <http://konasweeps.com> during the Sweepstakes Period.

**12. SPONSOR:**

Anheuser-Busch, LLC, One Busch Place, St. Louis, MO 63118.

**13. ADMINISTRATOR:**

A6 Media, P.O. Box 986, 425 Fayette Street, Conshohocken, Pennsylvania 19428.

**14. WINNER'S LIST:**

For the name of the winner, hand-print your name and complete address on a 3" x 5" card and mail to: Kona Big Wave Summer Bring the Aloha Sweepstakes Winners List Request, A6 Media, P.O. Box 986, 425 Fayette Street, Conshohocken, Pennsylvania 19428 for receipt by September 5, 2023.

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## **APPENDIX A**

### **ENTRY GUIDELINES & PROHIBITED CONTENT**

Entries must meet the following requirements:

- Entry cannot defame, misrepresent, or contain disparaging remarks about Sponsor or its products, or other people, products or companies or communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate.
- Sponsor shall have full right and power to copy, publish, broadcast, display, distribute, use, edit, translate, alter, combine with other material, reuse and adapt any or all portions of the Entry in any way and for any purpose whatsoever, at any time, now or in the future, in any media now known or hereafter devised throughout the World in any manner whatsoever and for any purpose.
- Entry cannot (a) be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity; (b) promote the excessive or irresponsible consumption of alcohol, or promote illegal use of alcohol, drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous or any particular political agenda or message; (c) be obscene or offensive, endorse any form of hate or hate group; (d) contain an image of anyone under 21 years of age; (e) otherwise fail to comply with the Beer Institute Advertising and Marketing Code as made publicly available at the following online location: <http://www.beerinstitute.org/assets/uploads/general-upload/2015-Beer-Ad-Code-Brochure.pdf>; (f) contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind (other than Kona Big Wave), without permission, or contain any personal identification, such as license plate numbers, personal names, email addresses or street addresses; (g) contain copyrighted materials owned by others without permission; (h) contain materials embodying the names, likenesses or other indicia identifying any person, living or dead, without permission; (i) refer to or depict any names, logos or readily recognizable features of a retailer of alcohol beverages (such as a grocery store, convenience store, restaurant, bar, or any other retail location that sells alcohol beverages); or (j) depict, and cannot itself be in, violation of any law.
- Each entrant warrants and represents that the Entry: (a) is his/her original work, published; (b) has not received previous awards; and (c) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity;
- Any entrant whose Entry includes likenesses of third parties or contains elements not owned by the entrant (such as, but not limited to, depictions of persons,

buildings, trademarks, or logos) must be able to provide legal releases for such use including Sponsor's use of such Entry, in a form satisfactory to Sponsor, upon request, prior to award of prize and/or naming of entrant as a Winner.

- Any Entry that, in the sole opinion of Sponsor, is not in accordance with the guidelines as stated herein or on the Website or is deemed to be inappropriate for publication is ineligible.
- Incomplete, illegible, deceptive, or garbled Entries are not eligible.
- Any such entrant will indemnify and hold harmless, Sponsor from any claims to the contrary.

All Entries are subject to Sponsor's Digital Millennium Copyright Act policy, as follows: DIGITAL MILLENNIUM COPYRIGHT ACT—Anheuser-Busch is committed to respecting and protecting the legal rights of copyright owners. As such, Anheuser-Busch adheres to the following notice and take down policy, in full compliance with Section 512(c)(3) of the DMCA (17 U.S.C. § 512 *et seq.*). If you believe any of the Entries infringes upon your intellectual property rights, please submit a notification alleging such infringement (hereafter a "DMCA Takedown Notice"). To be valid, a DMCA Takedown Notice must (i) be provided to the Anheuser-Busch designated agent, ("Copyright Agent"), as set forth below, and (ii) include the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works;
- Identification of the material claimed to be infringing or to be the subject of infringing activity and that is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and,
- A statement that, under penalty of perjury, the information in the notification is accurate and you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.



Anheuser-Busch's Copyright Agent to receive DMCA Takedown Notices is email: [trademarks@anheuser-busch.com](mailto:trademarks@anheuser-busch.com). For clarity, only DMCA Takedown Notices should go to the Copyright Agent; any other feedback, comments, online purchases, or other communications should be directed to the applicable customer service links posted on the Website. You acknowledge that in order for Anheuser-Busch to be authorized to takedown any Content, your DMCA Takedown Notice must comply with all of the requirements of this Section.

By submitting an Entry, you agree that your Entry is gratuitous and made without restriction, that it will not place Sponsor under any obligation other than as stated in these Official Rules, that Sponsor is free to publish or otherwise disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your Entry, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor or developed by its employees or obtained from sources other than you.

By participating, you acknowledge that your Entry may be used in Sponsor's sole discretion. Entries are the views/opinions of the individual entrant and do not reflect the views of the Sponsor in any manner. By entering, you acknowledge that Sponsor has no obligation to use or post any Entry you submit.