

White Claw® OhioHealth Capital City Half Marathon Sweepstakes
OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. THIS SWEEPSTAKES IS OPEN ONLY TO LEGAL U.S. RESIDENTS OF THE STATE OF OHIO WHO ARE 21 YEARS OF AGE OR OLDER AT TIME OF ENTRY. VOID ELSEWHERE AND WHERE PROHIBITED OR RESTRICTED BY LAW.

1. Eligibility: **This Sweepstakes is open only to legal U.S. residents of the State of Ohio who are 21 years of age or older at the time of entry. Void elsewhere and where 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 Sweepstakes or win the prize: Mark Anthony Brands Inc., M3S Sports, LLC, their parent companies, subsidiaries, divisions, affiliates, prize suppliers, advertising and promotion agencies, other entities of the OhioHealth Capital City Half Marathon, as well as alcohol beverage licensees (i.e., alcohol beverage suppliers, importers, wholesalers, distributors and retailers). **By participating in the Sweepstakes, entrants agree to abide by and be bound by these Official Rules and the decisions of Sponsor and M3S Sports, LLC which shall be final and binding in all respects.** All federal, state and local laws apply.

2. Sweepstakes Period: Sweepstakes begins at 12:00:01 a.m. Eastern Time (“ET”) on April 12, 2021 and ends at 11:59:59 p.m. ET April 25, 2021.

2. How to Enter: During the Sweepstakes Period, visit <https://capitalcityhalfmarathon.com/whiteclaw> (the “Sweepstakes website”) and, if you advise that you are 21 years or older, complete and submit the on-line entry form with all required information to receive one (1) entry in the Sweepstakes. IF YOU ARE NOT 21 YEARS OR OLDER, DO NOT SEEK TO ENTER THE SWEEPSTAKES AS IT IS NOT INTENDED FOR YOU. A valid e-mail address is required. All entries must be received no later than 11:59:59 p.m. (ET) on April 25, 2021. All entries become the sole property of the Sponsor. Receipt of entry may be acknowledged but such acknowledgment does not constitute any representation of eligibility for the Sweepstakes nor is it otherwise binding upon Sponsor. No alterations or forged entries are permitted. Prize will be awarded to the name corresponding to the e-mail address from which the e-mail transmission originated.

4. Entry Restrictions: **Limit one (1) entry per person, per day (12:00:01 a.m. ET until 11:59:59 p.m. ET) during the Sweepstakes Period.** Violation of this entry limit will result in only the initial entry being accepted. But, Sponsor reserves the right to void all entries (and disqualify entrant from the Sweepstakes altogether as well as to prohibit such entrant from participating in future promotions offered by Sponsor) if Sponsor determines in its sole discretion that a given person has engaged in egregious, blatant or repeated violations of the entry limit. Proof of submission of entry form does not constitute proof of receipt of same or proof of entry. All entries become the sole property of the Sponsor. Sponsor and its agencies assume no responsibility for late, lost, illegible/garbled, incomplete, damaged, inaccessible, corrupted or jumbled entries/regardless of cause; and, all such entries are void. If an individual enters the Sweepstakes via mobile device, he/she shall be solely responsible for wireless Internet access fees and other charges imposed by his/her wireless carrier in conjunction therewith. Individuals are therefore strongly advised to review their wireless carrier’s pricing plan BEFORE entering the Sweepstakes by using their mobile device. Not all mobile devices offer wireless Internet access; and, wireless Internet access is not available in all areas.

5. Prize: One (1) Grand Prize will be awarded. Winner will receive two (2) VIP entries to participate in the actual (not virtual) ****2022** OhioHealth Capital City Half Marathon scheduled for Saturday, April 30, 2022 (“Event”) in Columbus, Ohio. Prize includes two (2) registration codes (for winner and *one [1] guest) to enter to participate in the Event, one (1) White Claw® branded outdoor cooler, two (2) White Claw® branded baseball hats and two (2) White Claw® branded koozies. **Winner’s guest must be 21 years of age or older and be a legal resident of the United States or District of Columbia and must sign and return the Guest Liability, Eligibility and Publicity Release (where lawful) prior to attending the 2022 OhioHealth Capital City Half Marathon.** Winner and his/her guest must provide their own transportation to and from the **2022** OhioHealth Capital City Half Marathon (in Columbus, Ohio). All other expenses not specified in these Official Rules are the sole responsibility of the winner.

No other prize will be awarded. Total Approximate Retail Value of Prize: up to \$620.00. Should actual value of Grand Prize be less than the stated Approximate Retail Value, winner will not receive the difference in cash or otherwise.

THE PRIZE COMPONENT OF TWO (2) VIP ENTRIES TO THE 2022 OHIOHEALTH CAPITAL CITY HALF MARATHON IS EXPRESSLY CONDITIONED UPON M3S SPORTS, LLC BEING ABLE TO OFFER THE ACTUAL EVENT ON SATURDAY, APRIL 30, 2022, NOTWITHSTANDING THE DIRECT OR INDIRECT EFFECTS OF COVID-19/CORONAVIRUS. M3S SPORTS, LLC MAY BE COMPELLED TO SUSPEND, POSTPONE, MODIFY (INCLUDING BUT NOT LIMITED TO CHANGING THE LENGTH OF THE RACE TO A DISTANCE SHORTER THAN A HALF MARATHON) OR EVEN CANCEL ALTOGETHER THE 2022 OHIOHEALTH CAPITAL CITY HALF MARATHON DUE TO HEALTH AND OTHER CONCERNS INTRODUCED BY COVID-19/CORONAVIRUS (EVEN IF SUCH ACTIONS ARE NOT EXPRESSLY MANDATED BY LAW.) IN SUCH CASE, SPONSOR'S LIABILITY WILL BE LIMITED TO AWARD OF TWO (2) VIP ENTRIES FOR THE 2022 VIRTUAL OHIOHEALTH CAPITAL CITY HALF MARATHON AS WELL AS THE OTHER ELEMENTS OF THE PRIZE.

Alcohol beverages are not part of the Grand Prize. Registration is subject to Terms and Conditions stated. Sponsor and M3S Sports, LLC may eject the winner and/or guest from venue if winner and/or guest behave inappropriate, belligerent or unruly manner as determined by Sponsor and/or M3S Sports, LLC in their sole discretion; and, under such circumstances, Sponsor and M3S Sports, LLC shall NOT have any liability or obligation of any kind and may require winner to return elements of the prize already received or the cash value of same.

*If the winner chooses to participate in the **2022** OhioHealth Capital City Half Marathon without a guest (or guest does not timely return signed liability release and publicity release [where lawful]), winner will receive the Grand Prize appropriate for a single individual (i.e., the winner, him/herself) and no substitute prize or compensation will be awarded in conjunction therewith.

**Used for prior identification purposes only. No sponsorship endorsement is intended or implied.

The actual (not virtual) OhioHealth Capital City Half Marathon is a rain or shine event. Winner and his/her guest are required to pick up their own participation packet (bib number and timing device) at a time/location to be determined prior to Event (winner will be notified once the actual location is determined). Prize does not include hotel accommodations.

PRIZE WINNER AND HIS/HER GUEST FURTHER UNDERSTAND AND AGREE THAT NEITHER SPONSOR NOR M3S SPORTS, LLC HAVE OBTAINED LIFE, TRAVEL, ACCIDENT, PROPERTY OR OTHER INSURANCE OF ANY KIND RELATIVE TO THEIR PARTICIPATION IN THE OHIOHEALTH CAPITAL CITY HALF MARATHON.

AS FULLY SET FORTH IN M3S SPORTS, LLC'S REGISTRATION WAIVERS AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND CONSENT TO MEDICAL TREATMENT (WHICH PRIZE WINNER AND HIS/HER GUEST MUST SIGN AS A CONDITION OF PARTICIPATING IN THE OHIOHEALTH CAPITAL CITY HALF MARATHON), PRIZE WINNER AND HIS/HER GUEST EACH EXPRESSLY ASSUME ANY AND ALL RISK OF INJURY (OR EVEN DEATH) IN CONJUNCTION WITH PARTICIPATION IN THE 2022 OHIOHEALTH CAPITAL CITY HALF MARATHON, TO THE FULLEST EXTENT THAT THEY MAY LAWFULLY DO SO.

PRIZE WINNER AND HIS/HER GUEST FURTHER INDEMNIFY, RELEASE AND AGREE TO HOLD HARMLESS SPONSOR AS WELL AS M3S SPORTS, LLC FROM ANY AND ALL LIABILITY ARISING FROM ACCEPTANCE AND USE OF THE PRIZE UNDER ANY LEGAL THEORY.

6. Winner Determination/Odds: Winner will be determined in a random drawing on or about April 26, 2021 by M3S Sports, LLC, whose decisions will be final in all matters relating to this Sweepstakes. Odds of winning will be determined by the total number of eligible entries received. Winner will be notified by e-mail, mail and/or phone

(specific method[s] of notification being of Sponsor's sole choosing) on or about April 26, 2021, and will be required to sign an Affidavit of Eligibility, Liability and Publicity Release (where lawful) within **five (5) business** days of notification or prize will be forfeited and may be awarded to another winner at Sponsor's sole discretion. In the event of noncompliance with this requirement or if the potential winner cannot be contacted for any reason, the prize will be forfeited without compensation of any kind and an alternate winner may be selected.

7. General Conditions: Entry in the Sweepstakes 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. Prize is not redeemable/exchangeable for cash. Sponsor will award the individual prize elements separately, with award of the White Claw® branded outdoor cooler, two (2) White Claw® branded baseball hats and two (2) White Claw® branded koozies preceding award of the VIP entries to the 2022 OhioHealth Capital City Half Marathon. All prize elements/prize notification materials will only be delivered to an address in the State of Ohio. If winner declines the White Claw® branded outdoor cooler and/or two (2) White Claw® branded baseball hats and/or two (2) White Claw® branded Koozies, no alternate prize element or compensation will be awarded. Prize is not transferable. All federal, state and local taxes on the prize are winner's sole responsibility. By accepting the prize, the winner waives the right to assert as a cost of winning said prize, any and all costs of redemption or travel to redeem said prize and any and all liability that might arise from redeeming or seeking to redeem said prize. All costs and expenses associated with prize acceptance and use that are not specified herein are the sole responsibility of the winner.

Taxes on the prize are the winner's sole responsibility. If value of the prize is \$600 or more, 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 the prize, the 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 the prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE 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.

8. Releases: By participating, entrant indemnifies, releases and agrees to hold harmless (a) Mark Anthony Brands Inc., M3S Sports, LLC, their parent companies, subsidiaries, divisions, affiliates, prize suppliers, and advertising and promotion agencies; and (b) the directors, officers, agents, representatives, shareholders, employees, successors and assigns of any of the above organizations; from any and all liability arising from participating in the Sweepstakes, any Sweepstakes-related activity and/or the acceptance, receipt, possession or use/misuse of the prize (as applicable). Without limiting the foregoing, Mark Anthony Brands Inc., makes no representation, warranty or guarantee of any kind regarding the prize; this includes but is not limited to the warranty of merchantability or fitness for intended purpose. Except where prohibited by law, acceptance of the prize constitutes 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 Sweepstakes for advertising, publicity and trade purposes by Sponsor and its designees, without further compensation or any notice or approval of any kind.

9. Electronic Entries: In the event of a dispute, on-line entries will be deemed made by the authorized account holder of the e-mail address submitted at time of entry. The authorized account holder is the natural person who is assigned to the e-mail address by an internet access provider, on-line service, or other organization that is responsible for assigning e-mail addresses. Sponsor and its agencies are not responsible for lost, late, damaged, illegible, misdirected or 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. Sponsor is not responsible for incorrect or inaccurate entry information, whether caused by web-site visitors or by any human or technological error that may occur in the processing of entries in this Sweepstakes. Sponsor reserves the right, in its sole discretion, to cancel or suspend all or a portion of the Sweepstakes, should viruses, bugs or other causes beyond control of the Sponsor (or M3S Sports, LLC) corrupt the administration, security or proper operation of the Sweepstakes.

10. Caution: ANY ATTEMPT BY A PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES 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 SWEEPSTAKES (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 Sweepstakes, and refuse to award the prize if entrant engages in any conduct Sponsor deems to be improper, unfair, otherwise adverse to the operation of the Sweepstakes or detrimental to other entrants of the Sweepstakes. Such improper conduct includes, without limitation, falsifying personal information required during entrant registration or 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 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 Sweepstakes. Entrants agree that Sponsor may void the prize that entrant may have won and/or require the return of prize that entrant may have won as a result of such improper conduct. Entrant further acknowledges that any forfeiture of prize and/or return of 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 Sweepstakes 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 the prize. In the event there is a discrepancy or inconsistency between the disclosures or other statements contained in any sweepstakes 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, computer or mobile device (or data/information stored therein) which is occasioned by participating in the Sweepstakes, 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 which are not properly and timely received and accessible by Sponsor or its agencies for any reason. Sponsor reserves the right to modify, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control (and/or M3S Sports, LLC's control) have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. If the Sweepstakes is modified, terminated or suspended, Sponsor will select the winner from all eligible, non-suspect entries received prior to Sponsor's action or otherwise in a manner determined by Sponsor in its sole discretion to be fair, appropriate and consistent with these Official Rules. Inclusion in such drawing (, to the extent feasible) 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 described in these Official Rules are available to be won in the Sweepstakes. 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.

14. Disputes: This Sweepstakes 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 Sweepstakes, entrant agrees (a) that any and all disputes regarding the Sweepstakes 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 Sweepstakes (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.

15. Winner's List: For winner's name, please send a self-addressed stamped envelope to "CAPCITY", 328 S. Jefferson Street, Suite 1050, Chicago, IL 60661. All requests must be received by May 24, 2021. Winner's information will be available after June 1, 2021.

Sponsor: Mark Anthony Brands Inc., Chicago, IL 60661

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PLEASE DRINK RESPONSIBLY. HARD SELTZER WITH FLAVORS.