

## TWISTED TEA X BIGS BASEBALL SWEEPSTAKES

### ABBREVIATED RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER, WIN OR IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. Entry Period: 1/March/23 at 12:01 AM to 02/May/23 at 11:59 PM US Eastern Time ("Entry Period"). Subject to all federal, state and local laws. Open to legal residents of U.S. & D.C. excluding residents of NE, UT, and RI, age 21+, or the age of majority in their state of residence, whichever is older. Subject to Official Rules available at [www.twistedteaptobat.com](http://www.twistedteaptobat.com). Details and qualifications for participation in this sweepstakes may apply. During the Entry Period visit [www.twistedteaptobat.com](http://www.twistedteaptobat.com), confirm age and follow the instructions contained there to registering for the Sweepstakes and earn one (1) entry into the Sweepstakes. There are 10 drawings to award a total of 234 Prizes as follows: (104) Twisted Tea Hat (ARV \$25/ea.); (104) BIGS® Sunflower Seeds Package (ARV \$25/ea.); (13) Baseball Experiences (ARV \$2,500/ea.); and (13) Custom Messages from a Baseball personality chosen at Sponsor's sole discretion (ARV \$250/ea.). The ARV of all Prizes is \$40,950. Odds of winning a Prize depend upon number of eligible entries received during the applicable drawing period. See Official Rules for full details including methods of entry, drawings and drawing periods and full prize details. LIMIT ONE (1) ENTRY AND ONE (1) PRIZE PER PERSON. Sponsor: Twisted Tea Brewing Company, One Design Center Place, Suite 850, Boston, MA, 02210. BIGS® is not a Sponsor of this Sweepstakes. BIGS® is a registered trademark of BIGS Corp., used with permission. ©2023 TWISTED TEA BREWING COMPANY, TWISTEDTEA.COM | CONTAINS ALCOHOL | PLEASE DRINK RESPONSIBLY

### TWISTED TEA X BIGS BASEBALL SWEEPSTAKES OFFICIAL RULES

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER, WIN OR IMPROVE YOUR CHANCES OF WINNING. SWEEPSTAKES IS OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA (EXCLUDING NE, UT AND RI) AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO U.S. LAW. YOU MUST BE 21 YEARS OF AGE OR OLDER AT TIME OF ENTRY IN ORDER TO PARTICIPATE.**

**Sponsor:** Twisted Tea Brewing Company, One Design Center Place, Suite 850, Boston, MA 02210 ("Sponsor").

**Administrator:** Snipp Interactive, 6708 Tulip Hill Terrace, Bethesda, MD, 20816 ("Administrator").

**Sweepstakes Period:** The Twisted Tea x BIGS Baseball Sweepstakes ("Sweepstakes") begins at 12:00:01 A.M. Eastern Time ("ET") on March 01, 2023 and ends at 11:59:59 P.M. ET on May 02, 2023 ("Sweepstakes Period"). During the Sweepstakes Period, there will be Nine (10) total entry periods (each, an "Entry Period"). The nine (9) separate Entry Periods are as follows: "Regional Entry Period"; "Weekly Entry Period 1"; "Weekly Entry Period 2"; "Weekly Entry Period 3"; "Weekly Entry Period 4;" "Weekly Entry Period 5;" "Weekly Entry Period 6;" "Weekly Entry Period 7;" and "Weekly Entry Period 8;" (as described in the chart below).

Entry Period	Start Date 12:00:01 AM ET	End Date 11:59:59 PM ET	Drawing Date (On or About)	Draw Name
Regional Entry Period	March 01, 2023	May 02, 2023	May 05, 2023	Regional Drawings (13)
Weekly Entry Period 1	March 01, 2023	March 08, 2023	March 09, 2023	Weekly Entry Period 1 Drawing
Weekly Entry Period 2	March 09, 2023	March 15, 2023	March 16, 2023	Weekly Entry Period 2 Drawing
Weekly Entry Period 3	March 16, 2023	March 22, 2023	March 23, 2023	Weekly Entry Period 3 Drawing
Weekly Entry Period 4	March 23, 2023	March 29, 2023	March 30, 2023	Weekly Entry Period 4 Drawing
Weekly Entry Period 5	March 30, 2023	April 05, 2023	April 06, 2023	Weekly Entry Period 5 Drawing

<b>Weekly Entry Period 6</b>	<b>April 06, 2023</b>	<b>April 12, 2023</b>	<b>April 13, 2023</b>	<b>Weekly Entry Period 6 Drawing</b>
<b>Weekly Entry Period 7</b>	<b>April 13, 2023</b>	<b>April 19, 2023</b>	<b>April 20, 2023</b>	<b>Weekly Entry Period 7 Drawing</b>
<b>Weekly Entry Period 8*</b>	<b>April 20, 2023</b>	<b>May 02, 2023</b>	<b>May 05, 2023</b>	<b>Weekly Entry Period 8 Drawing</b>

\*Extended Week

**Eligibility:** The Sweepstakes is open to legal residents of the fifty (50) United States and the District of Columbia **excluding the following states: Nebraska, Utah and Rhode Island** (the "Eligibility Area"), who are at least twenty-one (21) years of age, at the time of entry. Void where prohibited or restricted by law. Employees of Sponsor, Administrator, or any of their respective affiliates, subsidiaries, advertising agencies, alcoholic beverage wholesalers and retailers, or any other company or individual involved with the design, production, execution, or distribution of the Sweepstakes (collectively with Sponsor and Administrator, the "Sweepstakes Entities"), and any of their respective parent and affiliate companies or subsidiaries, as well as the immediate family (spouse, parents, and step-parents, siblings and step-siblings, and children and step-children and their respective spouses, regardless of where they reside) and household members of each such employee, whether or not related, are not eligible to enter or win. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Participation constitutes the 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 the Sweepstakes.

**How To Enter:** During the Sweepstakes Period, visit <https://www.TwistedTeaUpToBat.com> ("Website") Follow the instructions including providing your first name, last name, home address including Zip Code (no P.O. Boxes), phone number, birthdate (month and day), email address, and click "Submit" to register for Sweepstakes and receive one (1) entry into the applicable Regional Entry Drawing based on your home state (a "Regional Entry") and one (1) entry into the applicable Weekly Entry Drawing (a "Weekly Entry", and together with the Regional Entry, each an "Entry").

There are 13 regions (each, a "Region") for the purposes of the Sweepstakes as follows:

<b>No.</b>	<b>Region</b>	<b>Included States</b>
1	Coastal Carolinas	North Carolina, South Carolina, Virginia
2	Great Lakes	Maine, Maryland, Massachusetts, Michigan, New Hampshire, New York, Ohio, Pennsylvania, Vermont, West Virginia, Washington DC
3	Midwest	Indiana, Kentucky, Ohio, Tennessee
4	Southeast	Connecticut, Delaware, Georgia, New Jersey, North Carolina, South Carolina
5	West Coast	California, Hawaii, Oregon, Washington
6	Florida	Florida
7	Gulf Coast	Alabama, Arkansas, Florida, Louisiana, Mississippi
8	Northern Tier	Alaska, Idaho, Michigan, Minnesota, Montana, North Dakota, South Dakota, Washington, Wisconsin, Wyoming
9	South Atlantic	Florida, Georgia
10	Grand Canyon	Arizona, Nevada
11	Heartland	Illinois, Iowa, Missouri,
12	Rocky Mountains	Colorado, Kansas, Missouri, New Mexico, Oklahoma, Texas,
13	Texas	Texas

**LIMIT ONE (1) REGIONAL ENTRY AND ONE (1) WEEKLY ENTRY PER PERSON FOR THE SWEEPSTAKES PERIOD.**

To be included in any random drawing (as described below), Entries must be received by the end of the applicable Entry Period. Sweepstakes Entities will not be responsible for lost, late, misdirected, delayed, inaccurate, garbled, stolen, or incomplete Entries, emails, receipts, photos or other communications of any kind, or Entries submitted in a manner that is not expressly provided herein, and all such Entries shall be deemed void and ineligible for inclusion in the Sweepstakes. Entrants who do not follow all of the instructions, do not provide the required information on the

entry form, or do not abide by these Official Rules or other instructions of Sponsor and/or Administrator may be disqualified.

**Drawings/Winner Notifications:**

**There will be eight (8) Weekly Entry Period Drawings and Thirteen (13) Regional Drawings (one per Region), as follows:**

**Regional Drawings (one per Region):** On or about May 05, 2023, Sponsor will randomly select one (1) potential Regional Grand Prize Winner and one (1) potential Regional First Prize Winner from among all eligible Entries received for each Region during the Sweepstakes Period. Odds of winning a Regional Grand or First Prize depend on the total number of eligible Entries received for each Region during the Sweepstakes Period.

**Weekly Entry Period Drawings:** The Weekly Entry Period Drawings will take place on or about the dates set forth in the chart above. For each Weekly Entry Period Drawing, Administrator will randomly select twenty-six (26) potential prize winners from among all eligible Entries received during the respective Weekly Entry Period and all non-winning Entries from any previous Weekly Entry Period Drawing. The odds of winning a Weekly Entry Period prize depends on the total number of eligible Entries received during the respective Weekly Entry Period. **All non-winning Entries from any Weekly Entry Period Drawing roll over and be included in the subsequent random drawings.**

All Prizes:

Each winner is considered a "potential" winner pending verification of his/her eligibility and compliance with these Official Rules. The administrator will notify each potential winner at the email address or phone number submitted at the time of his/her Entry within twenty-four (24) hours of the drawing date. If a potential winner is found not to be eligible or not in compliance with these Official Rules, or if prize notification or prize is returned as undeliverable, such potential winner may be disqualified and an alternate potential winner may be selected for the prize at issue. Sponsor and Administrator are not responsible for any change of email address or phone number of any entrant.

Regional Grand Prizes:

Potential Regional Grand Prize winners must respond within forty-eight (48) hours of notification. Failure of a potential Regional Grand Prize winner to respond within forty-eight (48) hours of notification may result in disqualification and an alternate potential winner may be selected. The potential Regional Grand Prize Winners will be required to execute and return an Affidavit of Eligibility and Publicity Release (where allowed) along with any other documentation that Sponsor and Administrator may require and return it by the date specified by Sponsor or Administrator in the notification. If a potential Regional Grand Prize Winner is disqualified for any reason, including without limitation if such potential Grand Prize Winner does not follow the instructions outlined in the notification email within three (3) days of the first notification attempt, if the notification email is returned as undeliverable, if the potential Regional Grand Prize Winner is not in compliance with these Official Rules (including eligibility requirements), and/or if a potential Regional Grand Prize Winner fails to sign, notarize and return any required documents or provide required identification by the deadlines set by Sponsor, Sponsor will award the applicable Regional Grand Prize to an alternate potential Winner in a random drawing from among all remaining eligible entries, up to three (3) alternates. If the alternate potential Regional Grand Prize Winners are disqualified, the applicable Regional Grand Prize will not be awarded.

**Publicity Grant:** By submitting an Entry, each entrant agrees to allow use of his or her name, likeness, city and state of residence, and/or biographical information for promotional purposes (including posting on the Website and Sponsor's social media channels), in any and all media, now or hereafter known, worldwide in perpetuity, without additional compensation or notification to, or permission from, entrant, except where prohibited.

**Prizes:**

**Thirteen (13) Regional Grand Prizes (One per Region) and each comprising of:** A Baseball Experience Package which includes two (2) Big League Baseball Game tickets of winner's choice for any 2023 Regular Season

game (up to \$500 value) and a **\$2000 Prepaid Card**. If the winner forfeits the tickets they will get full \$2,500 (**Prepaid Card**). Substitutions for Big League Baseball games at the sole discretion of the Sponsor. Approximate Retail Value ("ARV") of Regional Grand Prize is \$2,500. Transportation to and from the game is NOT included. Alcoholic beverages are not included.

**Thirteen (13) Regional First Prizes (One per Region) and each comprising of:** (13) Custom Messages from a Baseball personality chosen at Sponsor's sole discretion Approximate Retail Value ("ARV") of each Regional First Prize is \$250.

**Twenty-Six (26) Weekly Entry Period #1 Prizes** comprising of:

- Thirteen (13) Twisted Tea Hats. ARV: \$25 each; and
- Thirteen (13) BIGS® Sunflower Seeds Package ARV: \$25

**Twenty-Six (26) Weekly Entry Period #2 Prizes** comprising of:

- Thirteen (13) Twisted Tea Hats. ARV: \$25 each; and
- Thirteen (13) BIGS® Sunflower Seeds Package ARV: \$25

**Twenty-Six (26) Weekly Entry Period #3 Prizes:** comprising of:

- Thirteen (13) Twisted Tea Hats. ARV: \$25 each; and
- Thirteen (13) BIGS® Sunflower Seeds Package ARV: \$25

**Twenty-Six (26) Weekly Entry Period #4 Prizes** comprising of:

- Thirteen (13) Twisted Tea Hats. ARV: \$25 each; and
- Thirteen (13) BIGS® Sunflower Seeds Package ARV: \$25

**Twenty-Six (26) Weekly Entry Period #5 Prizes** comprising of:

- Thirteen (13) Twisted Tea Hats. ARV: \$25 each; and
- Thirteen (13) BIGS® Sunflower Seeds Package ARV: \$25

**Twenty-Six (26) Weekly Entry Period #6 Prizes** comprising of:

- Thirteen (13) Twisted Tea Hats. ARV: \$25 each; and
- Thirteen (13) BIGS® Sunflower Seeds Package ARV: \$25

**Twenty-Six (26) Weekly Entry Period #7 Prizes** comprising of:

- Thirteen (13) Twisted Tea Hats. ARV: \$25 each; and
- Thirteen (13) BIGS® Sunflower Seeds Package ARV: \$25

**Twenty-Six (26) Weekly Entry Period #8 Prizes:** comprising of:

- Thirteen (13) Twisted Tea Hats. ARV: \$25 each; and
- Thirteen (13) BIGS® Sunflower Seeds Package ARV: \$25

Total ARV for all Prizes is **\$40,950**.

**Game Ticket Details:** Use of any Big League Baseball game/event/exhibition ticket is subject to the standard terms, conditions, and health and safety policies applicable to the ticket. Seat locations at the game/event/exhibition and, unless otherwise stated in the prize description, exact game/event/exhibition date shall be determined in the sole discretion of Sponsor. Each winner's guest(s) must be of legal age of majority in his/her(their) jurisdiction(s) of residence unless accompanied by a parent or legal guardian. Big League Baseball game/event/exhibition dates and times are determined in the sole discretion of the BOC and/or the applicable Club and may be subject to change. The terms and conditions of the tickets awarded as part of the prize will govern in the event a legal game/event/exhibition, as defined by Big League Baseball, is not played or held due to weather conditions, an act of God, an act of terrorism, civil disturbance, or any other reason. Each winner and his/her guest(s) agree to comply with all applicable ballpark and venue regulations in connection with the prize. Sponsor reserves the right to remove or to deny entry to any winner and/or his/her guest(s) who engage in a non-sportsmanlike or disruptive manner or with intent to annoy, abuse, threaten, or harass any other person at the game/event/exhibition. Released Parties will not be responsible for weather conditions; acts of God; acts of terrorism; civil disturbances; local, state, or federal regulation, order, or policy; work stoppage; epidemic, pandemic, or any other issue concerning public health or safety; or any other event outside of

their control that may cause the cancellation or postponement of any Big League Baseball game/event/exhibition. Big League Baseball game/event/exhibition tickets awarded as prizes may not be resold, offered for resale, or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and prize forfeiture and may invalidate the license granted by the game/event/exhibition ticket. Participation in the prize event is subject to each winner's (and guest's) consent to and compliance with all health and safety policies, including but not limited to the wearing of masks if and when directed and the requirement to be fully vaccinated against COVID-19 (i.e., having received a final vaccination dose at least 14 days prior to the event).

No cash substitutions for Prizes will be permitted and Prizes are non-transferable, non-negotiable, non-refundable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value. **Limit one (1) Prize per person/ household.** Federal, state and local taxes are solely the responsibility of each winner. Costs and expenses associated with each Prize acceptance and use not specifically stated herein as being provided are the sole responsibility of the applicable winner. All taxes (including, without limitation, state and federal income taxes) and the reporting consequences thereof associated with the use and acceptance of a Prize is solely the responsibility of each winner. Sponsor and makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any Prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE 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.

Regional Grand Prize 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.

**Entry Conditions and Release:** By entering, each entrant agrees to (a) release and hold harmless the Sweepstakes Entities from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance or use or misuse of a Prize and/or the broadcast, exploitation or use of entry; and (b) indemnify, defend and hold harmless the Sweepstakes Entities from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to an entrant's participation in the Sweepstakes and/or entrant's acceptance, use or misuse of a Prize.

**Privacy:** Any information collected during an entrant's participation in this Sweepstakes will be collected by Sponsor in accordance with the terms of Sponsor's Privacy Notice. Please review Sponsor's Privacy Notice: <http://www.twistedtea.com/privacy-policy>

**General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction or if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. If the Sweepstakes is terminated before the end date and time, Sponsor may (if possible), in its sole and absolute discretion, randomly select potential winners for any unawarded Prizes from among all eligible, non-suspect Entries received as of the date and time of the event giving rise to the termination or as otherwise deemed fair and appropriate by Sponsor. 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 these Official Rules or in an unsportsmanlike or disruptive manner and void all associated Entries. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes 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. Only the type and quantity of Prizes described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these Official 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 Official 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Automated Entries are prohibited, and any use of automated devices will cause disqualification. Should multiple users of the same e-mail account enter the Sweepstakes and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said e-mail account at the time of entry will be considered the entrant and they must comply with the Official Rules. "Authorized account holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address.

**Limitations of Liability:** The Sweepstakes Entities as set forth above 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) other errors or problems of any kind, whether technical, network, typographical, human or other error which may occur in connection with the Sweepstakes, including, without limitation, in connection with the administration of the Sweepstakes, the processing or verifying of Entries, the announcement of the Prizes, or in any Sweepstakes-related materials; or (5) any liability, loss, 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, possession, or use or misuse of any Prize.

**Disputes/Governing Law:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and Administrator in connection with this Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Massachusetts without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Massachusetts or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of Massachusetts. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of Massachusetts. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.

**Sweepstakes Winners List:** For the names of the winners (available approximately two (2) weeks after the applicable Drawing date) visit the Website or send an email with the Subject Line "Twisted Tea X BIGS Baseball Sweepstakes Winners List" to [notification@twistedteaptobat.com](mailto:notification@twistedteaptobat.com).

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