

## **“Clarion New Customer Promo” Sweepstakes OFFICIAL RULES**

### **NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

The “Clarion New Customer Promo” Sweepstakes (the “Sweepstakes”) is intended only for legal residents of the United States of America (USA), except residents of Maine, Maryland, New York, Ohio, Pennsylvania, Rhode Island, South Carolina, West Virginia and Virginia (“Excluded States”), and shall only be construed and evaluated according to U.S. law. Do not enter this Sweepstakes if you are a resident of an Excluded State or are otherwise not eligible. By participating, you (“you” or “Entrant(s)”) represent that you are eligible to participate and you agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Sweepstakes. Winning a Prize (as defined below) is contingent upon fulfilling all requirements set forth herein.

**SPONSOR:** The Sweepstakes is sponsored by Clarion® Lubricants, P.O. Box 4689, Houston, TX 77210-4689 (“Sponsor”)

**ELIGIBILITY:** Entrants must be legal residents of the United States, except that residents of the Excluded States (i.e., Maine, Maryland, New York, Ohio, Pennsylvania, Rhode Island, South Carolina, West Virginia and Virginia) are not eligible. In addition, Entrants must be twenty-one (21) years of age or older at the time of entry. Employees of the Sponsor, The Buntin Group, their immediate families (parent, child, sibling or spouse) and/or household members and any other persons or entities associated with this Sweepstakes are ineligible to enter or win. Void in the Excluded States and where otherwise prohibited or restricted by law.

**HOW TO ENTER:** The Sweepstakes begins at 12:00:01 p.m. Eastern Time (“ET”) on September 1<sup>st</sup>, 2020 and ends at 11:59:59 p.m. ET on December 28, 2020 (“Sweepstakes Period”). The Sponsor’s computer is the official time-keeping device for the Sweepstakes. To enter, visit <https://beerandbrewing.com/page/confidence-protection-and-usd150-the-reasons-to-switch-are-clear/> and follow the posted entry guidelines. All required information must be provided to enter and to be eligible to win. Incomplete entries will be disqualified.

Each completed entry will result in one (1) Sweepstakes entry. Limit one (1) entry per person. Anyone found to be using multiple email addresses/Facebook accounts will be disqualified.

Proof of entry information at the Website is not considered proof of delivery to or receipt by Sponsor of an entry. Sponsor may declare invalid and disqualify entries made by any other individual or any entity, and/or originating at any other website or e-mail address, including, but not limited to, commercial Sweepstakes subscription notification and/or entering service sites. The use of automated entry devices is prohibited and no mechanically reproduced entries are allowed; Sponsor may declare invalid and disqualify any such entries. Released Parties (as defined below) are not responsible for: late, incomplete, incorrect, delayed, undelivered, or misdirected entries. All entries become the exclusive property of Sponsor and will not be acknowledged or returned. By participating, you consent for Sponsor to obtain, use, and transfer your name, address, and other information for the sole purpose of administering this Sweepstakes.

**USE OF DATA:** All information submitted by Entrants will be treated according to Sponsor’s privacy policy, available at <https://www.citgoprivacy.com/index.html>. By participating in the Sweepstakes and providing

any applicable contact information, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

**GENERAL CONDITIONS:** If for any reason the operation or administration of this Sweepstakes, or an entry or attempted entry in the Sweepstakes, is impaired or incapable of running as planned for any reason, including but not limited to (a) infection by computer virus, bugs, (b) tampering, unauthorized intervention, (c) fraud, (d) technical failures, or (e) any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and/or to cancel, terminate, modify, or suspend the Sweepstakes in whole or in part, at any time, without notice and award the Prizes (defined below) using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification, or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or Sponsor's Website; or (b) acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

**CAUTION:** ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Failure by Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

**RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Sweepstakes, Entrants acknowledge that the Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Facebook and Entrants agree to release and hold harmless Facebook for any claim/action that may arise from participating in this Sweepstakes. Entrants further agree to release and hold harmless Sponsor, The Buntin Group, their respective parents, subsidiaries, affiliates, distributors, sales representatives, advertising and promotional agencies (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any Prize, including, but not limited to: (a) any technical errors that may prevent an Entrant from submitting an entry; (b) unauthorized human intervention in the Sweepstakes; (c) printing errors; (d) errors in the administration of the Sweepstakes or the processing of entries; or (e) injury, death, 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 of any prize, AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of any prize. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading

any materials in this Sweepstakes. Entrants further agrees that in any cause of action related in any way to the Sweepstakes or any Prize, the Released Parties' combined total liability shall not exceed the cost of entering and participating in the Sweepstakes or one hundred dollars (\$100), whichever is lower, and in no event shall the Released Parties be liable for any other type of damages or fees, including but not limited to attorney's fees or punitive, consequential, direct, or indirect damages.

**DRAWING AND NOTIFICATION:** All Prize drawings will be conducted by The Buntin Group at 230 Willow Street; Nashville, TN 37210, whose decisions are final and binding. Winners will be chosen upon completion of sweepstakes and notified in January 2021 via message, phone, email and/or mail. There will be four (4) Prize Winners selected. In the event of a dispute as to the identity of a Winner based on an email address, the winning entry will be declared by the authorized account holder of the email address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

**PRIZES & PRIZE CONDITIONS:** There will be 4 prizes. Each prize winner will receive a \$150 credit to be used exclusively at the Clarion store and consultation from a Clarion product manager. Limit one (1) prize per person per household. All other expenses associated with acceptance or use of a Prize not specifically mentioned herein, are the responsibility of the Prize Winners. No substitution or transfer of prize unless expressly permitted by Sponsor in its sole discretion. The Sponsor reserves the right at its sole discretion to substitute the Prize with another Prize of equal or greater value. Chances of winning depend on the number of entries received.

Prize Winners will each be responsible for all local, state, and federal taxes associated with the receipt of the Prize. The Winners are solely responsible for all matters relating to the prize after it is awarded. If a Prize or Prize notification is returned as unclaimed or undeliverable to a potential Winner, if a potential Winner cannot be reached by the Sponsor or does not reply as instructed within three (3) days from the first notification attempt, or if a potential Winner is not in compliance with these Official Rules, then such person may be disqualified and, at Sponsor's sole discretion, an alternate Winner may be selected for the Prize at issue.

By accepting a Prize, where permitted by law, the Prize Winners grant to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time a Prize Winner's full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification.

The Prize Winners also acknowledge that Released Parties have neither 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 the Prize(s).

**DISPUTES:** By entering the Sweepstakes, Entrants agree that any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class or mass action. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the Entrants and Sponsor or the Released Parties in connection with the Sweepstakes, shall be governed by, and construed in accordance with United States law and the state laws of Texas (without

regard to any choice-of-law or conflict-of-rules of the state of Texas or any other jurisdiction). Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts of Houston, Texas and Entrants consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to the Sweepstakes or these Official Rules.

**SEVERABILITY:** The invalidity or unenforceability of any provision of these Official Rules will 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 be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**MISCELLANEOUS:** These Official Rules contain the full and complete understanding with respect to the Sweepstakes and supersede all prior and contemporaneous agreements, representations and understandings, whether oral or written, regarding the operation of the Sweepstakes. The headings herein are for convenience only, do not constitute a part of these Official Rules, and shall not be deemed to limit or affect any of the provisions hereof. No amendment to, or waiver of, any provision of these Official Rules shall be effective unless in writing and signed by Sponsor. The waiver by Sponsor of any provision of these Official Rules shall not constitute a waiver of any other provision herein. The rights and obligations hereunder may not be assigned by Entrant, whether by operation of law or otherwise, without the prior written consent of Sponsor, and any attempted assignment in violation of the foregoing shall be null and void. These Official Rules shall be binding upon, and inure to the benefit of, the permitted successors and assigns of Sponsor and Entrant.