

TOMBSTONE PIZZA & VODOO RANGER SWEEPSTAKES

Complete Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. SWEEPSTAKES IS OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO U.S. LAW. DO NOT ENTER THIS SWEEPSTAKES IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE 50 UNITED STATES OR DISTRICT OF COLUMBIA.

- 1. ELIGIBILITY:** The Sweepstakes is open to legal United States residents in the fifty (50) United States and District of Columbia who are age 21 or older at time of entry. Void where prohibited or restricted by law. Employees, officers and directors of Nestlé USA Inc. ("Released Party") and New Belgium Brewing Company ("Sponsor") and those entities involved in the preparation of materials and/or administration of this Sweepstakes, including any retailer at which this Sweepstakes is advertised or promoted (collectively referred to herein as the ("Sweepstakes Entities")), suppliers, distributors, or retailers of alcohol-beverage products, and their immediate family members (spouse, siblings, children and parents) and those living in the same household as such individuals (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 each entrant's full and unconditional agreement to these Official Rules and Administrator's decisions, which are final and binding in all matters related to this Sweepstakes.
- 2. SWEEPSTAKES PERIOD:** The Tombstone Pizza and Voodoo Ranger Sweepstakes (the "Sweepstakes") begins on March 14, 2024 at 12:00:01 AM Mountain Time ("MT") and ends on April 7, 2024 at 11:59:59 PM (MT) (the "Sweepstakes Period").
- 3. HOW TO ENTER:** During the Sweepstakes Period, visit <https://www.voodooranger.com/beer/i-pizza-a/> ("Website") and follow the instructions to register and complete the entry form ("Entry"). As part of the entry process, entrants will be required to provide their first name, last name and email address. Entries must be completed and received by 11:59:59 PM (MT) on April 7, 2024.

Limit one (1) Entry per person/email address for the entire Sweepstakes Period. Multiple Entries will be void. Sweepstakes Entities will not be responsible for lost, late, stolen, misdirected, delayed, incomplete, or garbled Entries, 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, provide the required information in the entry form, or abide by these Official Rules or other instructions of Administrator may be disqualified. Sweepstakes Entities will not be responsible for misdirected email or entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error, which may occur in the processing of the Entries.

- 4. SELECTION OF WINNERS:** On or about April 12, 2024, Administrator will randomly select twenty-five (25) potential winners from among all eligible Entries received during the Sweepstakes Period. Potential winners will be notified by email, using the email address provided at time of entry. Sweepstakes Entities shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. Sweepstakes Entities are not responsible for any change of email address of any entrant. If a potential winner does not respond within forty-eight (48) hours of the notification attempt, or if the prize notification is returned as unclaimed or undeliverable to a potential winner, such potential winner will forfeit his or her prize and an alternate potential winner

may be selected. If any potential winner is found to be ineligible or has not complied with these Official Rules or declines the prize for any reason prior to award, such prize will be forfeited, and an alternate potential winner may be selected. In the event a sufficient number of eligible entries are not received, some prizes may go unawarded.

All taxes (including, without limitation, state and federal income taxes) and the reporting consequences thereof associated with the use and acceptance of any prize are solely the responsibility of each winner.

5. **PRIZE(S) AND APPROXIMATE RETAIL VALUE (ARV):** Winners will each receive one (1) Tombstone Pizza and one (1) four-pack of I(Pizza)A beer. Approximate Retail Value ("ARV") of each Pizza: \$6.99. Approximate Retail Value ("ARV") of each pack of beer: \$49.00. Total ARV of all prizes: \$1399.75. Winners in the following states will not receive beer, as it is illegal for beer to be offered as a prize in these states: AL, CA, HI (Kauai County), IL, KS, MI, MN, MT, NJ, OH, PA, TX, VA, WV. Sweepstakes Entities are not responsible for lost, late, delayed, mutilated, stolen, or damaged prizes. Each prize will be sent to the address as provided at time of winner verification. No more than the stated number of prizes will be awarded. Prizes are subject to availability, are non-transferable, not redeemable for cash and no substitution will be made except as provided herein at Administrator's sole discretion. Administrator reserves the right to substitute any prize for one of comparable or greater value for any reason. Limit one (1) Prize per person or household. Shipping at Administrator expense. Winners acknowledge that once a prize is shipped, Administrator has no control over delivery or delivery time, and any loss or theft of prize once delivered will be the responsibility of the winner, and no replacement prize will be supplied. All prizes in connection with the Sweepstakes are provided "as is" without warranty of any kind, either express or implied, and Administrator hereby disclaims all such warranties, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose and/or non-infringement. Allow 6-8 weeks for delivery of prizes.
6. **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 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 prize.
7. **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, losses, delays, interruptions, unavailability 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, mechanical, typographical, network, human or other error which may occur in the administration of the Sweepstakes, the processing of Entries, or announcement of prizes or any other 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.

8. **PRIVACY POLICY:** Sponsor's use of your personal information provided during entry is subject to Sponsor's Privacy Policy found at www.newbelgium.com.
9. **GENERAL CONDITIONS:** Administrator 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 beyond impairs the integrity or proper functioning of the Sweepstakes, as determined by Administrator in its sole discretion. If the Sweepstakes is terminated before the end date and time, Administrator may (if possible), in its sole and absolute discretion, randomly select potential winners for the drawing(s) at issue from among all eligible, non-suspect Entries received for such drawing(s) as of the date and time of the event giving rise to the termination or as otherwise deemed fair and appropriate by Administrator. Administrator 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. 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, Administrator 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. Administrator'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 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, online service provider or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address.

THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE STATE OF COLORADO WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, participant agrees that any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or the prizes awarded shall be governed by the laws of the State of Colorado, without giving effect to any choice of law or conflict of law rules, and that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Sweepstakes shall be resolved individually, without resort to any form of class action, exclusively before a court in Colorado having jurisdiction. Further, in such dispute, under no circumstances will participant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental or consequential damages, including attorneys' fees, other than participant's actual out of pocket expenses (i.e. costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

10. **WINNERS LIST:** For names of the winners, send a request via email to Tombstone@Team-N.net by no later than 30 days after the end of the Sweepstakes. Winners' list to be available after April 12, 2024.
11. **SPONSOR:** New Belgium Brewing Company, Fort Collins, CO 80524.
12. **ADMINISTRATOR:** Weber Shandwick, 875 N. Michigan Ave Suite 2400, Chicago, IL 60611
13. **RELEASED PARTY:** Nestlé USA, Inc., 1812 N. Moore Street, Arlington, VA 22209.