

Cap n' Cork Sweepstake Official Rules – The BIG Giveaway 2022

1. HOW IT WORKS: The Cap n' Cork BIG Giveaway 2022 is a monthly giveaway, from the first day of the month – to the last day of the month (“the Promotional Period”), contestants may visit participating TWG BRL, LLC dba Cap n' Cork (“Sponsor”) locations in Indiana and enter for a chance to win one (1) grand prize. Occasionally, there might be lesser prizes available. The odds of being selected as a winner depend upon the number of entries throughout the duration of the promotion.

2. ELIGIBILITY: Only open and offered to legal Big Red VIP Members who have a valid ID and who are 21 years of age or older at the time of entry. Employees of Sponsor and immediate family members and individuals residing in their same household are not eligible to participate. Void where prohibited.

3. HOW TO PLAY: Visit any participating Cap n' Cork store, scan the posted QR Code to access the digital Entry Form, **you will be given a confirmation barcode that will need to be scanned in at any official Cap n' Cork register to complete the entry. CONTEST ENTRY OCCURS at the time confirmation barcode is scanned at the register and this code is associated with customer profile.** Entrants must be registered as a Cap n' Cork VIP Rewards customer from a Cap n' Cork store in Indiana to be entered to win. By completing the Entry Form, you consent to joining the Cap n' Cork VIP Rewards program, consent to receiving promotional notifications and will realize full VIP membership benefits. See VIP Terms & Conditions for more details. Participants may enter one (1) time per day, each day of the Promotional Period. Number of entries cannot exceed the number of days in the current month. Prize drawing will be held within 10 days of month end/Promotional period. NO PURCHASE NECESSARY to participate.

4. HOW TO PLAY WITHOUT A SMART PHONE TO SCAN QR CODE: To enter giveaway in store without access to a smart phone to scan QR Code, qualified customers can provide entry details to any Cap n' Cork Associate, who will create an entry at the register and associate with the customer account. Or qualifying VIP may provide the following details on a card and postmark to Cap n' Cork Corporate offices (5445 S. East Street, Indianapolis, IN 46227). Entry details must include complete name, address, zip code, date of birth (mm/dd/yyyy), valid daytime and evening phone numbers, email address, and Cap n' Cork sign-up location. Limit one (1) entry per customer per day. Failure to comply with this or any other Official Rules will result in disqualification. No mechanically reproduced entries are permitted. Illegible or incomplete entries are void. Not responsible for lost, late, damaged, misdirected entries or entries not received by the entry deadline. The chances of winning for a non-digital entry are equal to the chances of winning via digital entry.

5. PRIZES AND APPROXIMATE RETAIL VALUES: Proposed monthly grand prizes and retail prices will vary by month.

6. **CONDITIONS OF PARTICIPATION:** The prizes set forth in these Official Rules will be given to the winning Contestants at a designated Cap n' Cork store. All taxes on any prize are the sole responsibility of the winner. Entries not legitimately obtained and/or used in accordance with these Official Rules are void. Use of any automated system to participate is prohibited and will result in disqualification. All potential winning entries are subject to verification by Sponsor, whose decisions are final and binding. All federal, state, and local laws and regulations apply. Contestants agree to be bound by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this promotion. Acceptance of a prize constitutes permission for Sponsor and those acting under their authority to use a winner's name, photograph, voice and/or likeness and prize information for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide on the World Wide Web, without notice or review or approval. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the promotion or in the announcement of the prize.

7. **INDEMNIFICATION:** By participating in this Promotion and/or accepting a prize, Contestants/winners agree to release, discharge, indemnify and hold harmless Sponsor and each of their officers, directors, employees, representatives, agents, advertising and promotional agencies from and against any claims made by winners, entrants, or any other third parties, related in any way to the operation of this Promotion as well as any other claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any Promotion-related activity or participation in this Promotion.

8. **LIMITATIONS OF LIABILITY:** Entrants in the Promotion hereby: (a) release Sponsor, TWG BRL, LLC dba Cap n' Cork and their respective officers, directors, employees, agents, and representatives (collectively, the "Released Parties") from any and all liability for any loss, harm, damages, costs, or expenses, including without limitation property damages, personal injury, and death arising out of participation in this Promotion or any Promotion-related activity, or the acceptance, possession, use, or misuse of any prize, and claims based on publicity rights, defamation, invasion of privacy, and merchandise delivery; and (b) indemnify, hold harmless, and defend the Released Parties from and against any and all liability or loss and against all claims or actions identified in the foregoing Section 8(a) or relating thereto. The Released Parties assume no responsibility for error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, wireless, telephone equipment, electronic, computer, hardware, or software malfunctions of any kind, or inaccurate transmissions or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or via mobile device transmission or any combination thereof. No responsibility is assumed for any injury or damage to any entrant's or any other person's computer/mobile device related to or resulting from downloading any materials in the Promotion, for any unavailability of telephone lines, connections, or

cellular telephone service, or for any other technical malfunctions that may interfere with any entrant's attempt to enter. Any attempt to deliberately damage any service or website or to undermine the legitimate operations of the Promotion may be a violation of civil or criminal laws, and Sponsor reserves the right to disqualify and seek damages from any such person to the fullest extent of the law. Sponsor reserves the right in its sole discretion to modify, suspend, or terminate the Promotion in whole or in part for Sponsor for any reason without prior notice. The Promotion and prizes are provided "as-is" without warranty of any kind, either express or implied, including the implied warranties of merchantability, fitness of a particular purpose, and non-infringement. In no event will the Released Parties be responsible or liable for damages or losses of any kind, including direct, indirect, incidental, consequential, or punitive damages arising out of your acceptance, possession, use, or misuse of any prizes or access to or use of the Promotion or information relating to any of the foregoing.

9. GENERAL CONDITIONS: All federal, state, local, and other tax obligations arising from this Promotion, including without limitation winning any prizes will be the sole responsibility of each prizewinner. Prizes are non-transferable, and no substitution, cash redemption, assignment, or transfer of any prize is permitted, but Sponsor reserves the right to substitute a prize of equal or greater value in the event that an offered prize is unavailable for any reason. Unclaimed prizes may be awarded to alternate entrants. Except where prohibited by law, any winner's acceptance of a prize constitutes permission for Sponsor to use the prize winner's name, photograph, likeness, statements, biographical information, voice, and address (city and state) worldwide and in all forms of media, in perpetuity, without further compensation. All potential winners are subject to verification, including without limitation verification of eligibility, compliance with these Official Rules, and completion of release forms. In addition, Sponsor reserves the right to require a confidential background check upon a potential winner to help ensure that the use of any such person in advertising or publicity for the Promotion will not bring Sponsor into public disrepute, contempt, scandal, or ridicule or reflect unfavorably on the Promotion or Sponsor, as determined by Sponsor in its sole discretion, and that the awarding of the prize to the potential winner will not violate applicable U.S. laws or regulations. In addition, Sponsor reserves the right to require the potential winner to submit the information necessary for the confidential background check and authorize the check through electronic means designated by Sponsor in order to expedite the process of verifying the potential winner as eligible to receive the prize. If a potential winner fails to submit the information for the background check and authorize the check electronically where instructed to do so by Sponsor, or Sponsor determines in its sole discretion that the awarding of the prize may violate applicable U.S. laws or regulations; Sponsor may disqualify the potential winner. If attempted notification is returned as undeliverable, if a potential winner is not verified as eligible or cleared via the background check, or if a potential winner is otherwise determined to be ineligible to receive a prize, the prize will be forfeited and may be awarded to an alternate winner in Sponsor's sole discretion. The Promotion is void outside of Indiana and where prohibited by law and is subject to all applicable federal, state, and local laws and regulations. This Promotion and these Official Rules will be governed by the laws of the State of Indiana. Any court of competent jurisdiction sitting within the State of

Indiana will be the exclusive jurisdiction and venue for any dispute arising out of or relating to this Promotion and these Official Rules. In the event the Promotion is challenged by any legal or regulatory authority, Sponsor reserves the right to discontinue or modify the Promotion at any time, or to disqualify entrants residing in the affected geographic areas. In such event, the Released Parties will not have any liability to any entrants who are disqualified due to such action.

10. OFFICIAL RULES: For a copy of 2022 “Official Rules” to: Cap n’ Cork BIG Giveaway Promotion, Cap n’ Cork, 5445 South East St., Indianapolis, IN 46227. Requests must be received by December 31, 2022.

11. SPONSOR: The Promotion is presented by TWG BRL, LLC, dba Cap n’ Cork, Cap n’ Cork, 5445 South East St., Indianapolis, IN 46227, which, at their sole discretion, may delegate any of its duties and responsibilities under these Official Rules to its printers, advertising and promotion agencies, and any and all other companies associated with the presentation of the Promotion.