

2023 Voodoo Ranger On Premise Gamification Funko Pop Sweeps & Code Giveaway Promotion Complete Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PRODUCT PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

1. ELIGIBILITY: The 2023 Voodoo Ranger On Premise Gamification Funko Pop Sweeps & Code Giveaway Promotion (the “Promotion”) is offered and open only to legal residents of AL, AR, AZ, CT, DE, HI, IN, LA, MA, MD, ME, MO, MS, NY, NC, OR, PA, TN, UT, VA, and WV, who are age 21 or older at time of entry. Void in all other locations and where prohibited. Employees, officers and directors of New Belgium Brewing Company (“Sponsor”) and those entities involved in the preparation of materials and/or administration of this Promotion (collectively referred to herein with Sponsor as the “Promotion 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.

2. PROMOTION DESCRIPTION: The Promotion starts on or about 12:00 a.m. Eastern Time (“ET”) on September 4, 2023 and ends 11:59 p.m. ET on December 31, 2023 (“Promotion Period”). All time referenced herein is Eastern Time. Sponsor’s clock is the official time keeping device for the Promotion. The Promotion consists of a Sweepstakes Prize and Code Giveaway (as further outlined below) throughout the Promotion Period.

3. HOW TO ENTER: During the Promotion Period **Website:** During the Promotion Period, access <https://voodoorangeroffer2023.com/> (“Website”) or scan the unique code on the Promotion materials to access the Website and follow the on-screen instructions. Once you have accessed the Voodoo Ranger Gamification Website you will need to complete the registration form by providing information required, including your email address, first and last name, address, city, state/provide, zip code/postal code, phone number, and retailer information; agree that you are 21 years of age or older at the time of entry and accept the terms and conditions of these Official Rules; and click the submit button. One you click the submit button you will automatically receive one (1) entry into the sweepstakes. You will then be directed to the Spin the Wheel Game. When you click/touch on the Spin the Wheel Game, the tiles in the prize wheel will spin. Once the tiles stop spinning, if the wheel comes to a stop on a winning tile, you will see your results and will be eligible to receive a 10% off code or a Free Shipping code to be used on the New Belgium merch website – subject to verification. Instant Spin the Wheel Game prize determination will be randomly computer-generated during the Promotion Period. Entrants may only enter once into the Sweepstakes & Instant Spin to Win game during the Promotion Period. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor’s satisfaction, the affected entry

will be deemed ineligible. **NOTE:** Online entry must be made by the entrant, only at the Website. 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, will be declared invalid and disqualified for this Promotion. The use of any device to automate the entry process is prohibited.

LIMIT ONE ENTRY per person for both the Sweepstakes & Instant Spin to Win portions of the

Promotion. All entries become the property of Sponsor and will not be returned. Promotion Entities assume no responsibility for lost, late, incomplete, inaccurate, stolen, misdirected, or illegible entries; nor for any computer, telephone, cable network, electronic, or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt, or jumbled transmissions; nor service provider, Internet, Website, user net accessibility or availability, traffic congestion, or any technical error; nor for unauthorized human intervention, human error, or the incorrect or inaccurate capture of entry or other information; nor for the failure to capture any such information. Multiple entries from the same person or telephone number will be disqualified. Any attempt by any person to obtain more than one entry by using multiple accounts, devices, physical addresses, email addresses, identities, registrations, or any other methods will void that person's entries and may result in disqualification from this Promotion and any current or future promotions offered by the Sponsor, in Sponsor's sole discretion. Use of any automated system or software applications that enable users to create multiple or temporary accounts to participate in or to redeem prizes from this Promotion is prohibited and may result in disqualification from this Promotion and any current or future promotions offered by the Sponsor. In the event of a dispute as to any entry, the "Authorized Account Holder" of the phone number or email address associated with the account at time of entry will be deemed to be the entrant. The Authorized Account Holder is the natural person assigned a phone number by the wireless telecommunications carrier, phone service provider, Internet access provider, online service provider, or other organization responsible for assigning phone numbers. Each potential winner may be required to show proof of being an Authorized Account Holder.

4. SELECTION OF WINNERS:

- **Sweepstakes Prize Winner:** Sponsor will conduct a random drawing on or about October 1, 2023, with a total of ten (10) Prizes to be awarded during the Promotion Period from all eligible entries received by 11:59:59 p.m. ET on September 30, 2023. Sponsor will conduct a second random drawing on or about November 1, 2023, with a total of ten (10) Prizes to be awarded during the Promotion Period from all eligible entries received by 11:59:59 p.m. ET on October 31, 2023. Sponsor will conduct a third random drawing on or about December 1, 2023, with a total of ten (10) Prizes to be awarded during the Promotion Period from all eligible entries

received by 11:59:59 p.m. ET on November 30, 2023. Sponsor will conduct a fourth random drawing on or about January 2, 2024, with a total of ten (10) Prizes to be awarded during the Promotion Period from all eligible entries received by 11:59:59 p.m. ET on December 31, 2023. Odds of winning depend on the number of eligible entries received prior to the drawing. All entries received prior to September 30, 2023 October 31, 2023, and November 30, 2023, will remain entered for each drawing, if not selected as a prize winner in the previous drawing. Re-entry is not required. All entries and participation in this Promotion shall be governed by these Official Rules and the decisions of the judges and Sponsor, whose decisions shall be final, binding, and conclusive on all matters. The potential winner will be contacted by telephone or text at the telephone number provided at the time of entry within 5 to 10 business days after the drawing. You are not a winner until Sponsor has verified your eligibility and compliance with these Official Rules. Potential prize winner and, if applicable, their guests, may be required to complete, have notarized, and return an Affidavit of Eligibility, Liability and, where legal, Publicity Release within seven (7) calendar days of notification or attempted notification. Sponsor will make one attempt to notify the potential winner, who will have twenty-four (24) hours to respond. If (a) Sponsor is unable to contact the potential winner; (b) the potential winner fails to respond to a notification attempt within 24 hours; (c) the potential winner fails to timely return or properly complete the above described release documents; (d) a prize notification or any prize is returned as non-deliverable; or (e) the potential winner is not eligible or does not comply with these Official Rules, prize forfeiture will result and an alternate potential winner may be selected. If a winner for any prize cannot be confirmed within 30 days of the drawing, then the prize will not be awarded.

- **Code Giveaway Recipients:** Code Giveaway Recipients will receive an immediate message indicating they will receive a code as part of the game play. In addition to an online confirmation, Code Giveaway Winners will receive a confirmation email to the email account they used to enter the Promotion. Code Giveaway Recipients will receive their prize following verification of eligibility and confirmation of winning game play as further outlined below.

5. PRIZES/APPROXIMATE RETAIL VALUE (ARV):

- **Sweepstakes Prize Winner:** The Sweepstakes Prize consists of one (1) Voodoo Ranger Funko Pop to ten (10) monthly entry winners. Approximate Retail Value of the Sweepstakes Prize: (\$10 each, \$400 total).

Prize is not redeemable for cash. No substitution or transfer of prize will be permitted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value. All federal, state, and local taxes and other fees associated with prize receipt and use are the sole responsibility of the winner. All winners and guests must travel on same itinerary and on the dates specified by Sponsor or prize will be forfeited and awarded to an alternate winner if time permits. Winner and guest must comply with all travel requirements, including, but not limited to, presenting necessary identification at time of travel. Guests are subject to the eligibility requirements set forth in these Official Rules, and Sponsor may exclude any ineligible guest in its sole discretion. All potential guests will be required to execute and deliver an Affidavit of Eligibility, Liability and, where legal, Publicity Release within seven (7) calendar days after the winner receives final confirmation. Flight schedules are subject to change without notice. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in these Official Rules, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. Any costs incurred due to changes in original itinerary are winner's responsibility. Prize will be delivered to winners approximately thirty (30) days after the end of the Promotion Period and verification/confirmation of winner, either by mail, private delivery service, or in-person at Sponsor's sole discretion. Winner agrees that the prize is awarded pursuant to a revocable, nontransferable license personal to that applicable winner.

- **Code Giveaway Recipients:**

- 1,000 codes for Free Shipping from the New Belgium merch website are available to be awarded (ARV: Varies based on the shipping location)
- 1,000 codes for 10% off the New Belgium merch website are available to be awarded (ARV: Varies based on the total merch purchased.)

Odds of receiving a code are based on the total number of eligible entries received, the time in which they are received, and the number of available codes in each category at the time of entry. Unclaimed codes will not be awarded. Limit one (1) code per person/email address in the Promotion. Codes will be delivered to winners approximately one to two days after the end of the Promotion Period. All applicable federal, state, and local taxes are the sole responsibility of the winner.

6. GENERAL: BY PARTICIPATING, PARTICIPANTS AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS THE SPONSOR, PROMOTION ENTITIES, AND THEIR

RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES AND AGENTS FROM AND AGAINST ANY AND ALL ALLEGED AND/OR ACTUAL CLAIMS, ACTIONS, DEMANDS, LOSSES, SETTLEMENTS (WHETHER OR NOT LITIGATION IS COMMENCED), LIABILITIES AND DAMAGES OF ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE (INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PERSONAL INJURY, DEATH, DISABILITY AND PROPERTY DAMAGE), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, SETTLEMENT AND DISBURSEMENTS) DIRECTLY OR INDIRECTLY ARISING NOW OR IN THE FUTURE IN WHOLE OR IN PART OUT OF ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE, PARTICIPATION IN ANY CONTEST/PRIZE RELATED ACTIVITY, ACCESS TO WEB SITE, AND/OR PARTICIPATION IN THIS PROMOTION. By entering and/or accepting a prize, participants and/or winners hereby consent, where lawful, to the use by Sponsor (and its authorized third parties) of their name, hometown, and/or biographical information in any and all media now known or hereafter developed worldwide, and on the Internet and World Wide Web, without additional compensation, and without the right of review, notification or approval.

7. LIMITATIONS OF LIABILITY: Promotion Entities are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Promotion or downloading materials from or use of any web site. If, for any reason, the Promotion is not capable of running as planned by reason of, but not limited to, infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which Sponsor deems, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion or any part thereof and select the winner from entries received prior to the action or as otherwise may be deemed fair and equitable by Sponsor. Promotion Entities shall not be liable to winner or any other person for failure to execute the Promotion, or supply a Prize or any part thereof, by reason of any act of God, any action(s), regulation(s) order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any similar or dissimilar event beyond their reasonable control.

In no event will Promotion Entities, their parents, affiliates, subsidiaries and related companies, their advertising or promotion agencies and/or all their respective officers, directors, employees, independent contractors, representatives and agents, be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising out of participation in the Promotion, Promotion/Prize related activities, access to, and use of, any participating Internet site(s) or the downloading from and/or printing of material downloaded from said site(s). Without limiting the foregoing, each Grand Prize and everything on said site(s) are provided “AS IS” without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties.

THIS PROMOTION IS GOVERNED BY THE LAWS OF STATE OF COLORADO WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Promotion, participant agrees that any and all disputes, claims and causes of action arising out of or connected with this Promotion 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 Promotion 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 Promotion), and participant further waives all rights to have damages multiplied or increased.

8. PRIVACY STATEMENT: Sponsor’s use of your personal information provided during entry is subject to Sponsor’s Privacy Policy found at www.newbelgium.com.

9. WINNERS LIST: For the names of the prize winners, mail a self-addressed, U.S. postage stamped envelope to: 2023 Voodoo Ranger On Premise Gamification Funko Pop Sweeps & Code Giveaway Winners’ List Request, New Belgium Brewing Company, 500 Linden Street, Fort Collins, CO 80524, for receipt by March 1, 2024.

10. SPONSOR: New Belgium Brewing Company, Fort Collins, CO 80524.