

**2021 Fruit Smash Giveaway
Complete Official Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PRODUCT PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. IF YOU ENTER VIA TEXT MESSAGING, MESSAGE AND DATA RATES MAY APPLY. SEE YOUR WIRELESS CARRIER PLAN FOR PRICING DETAILS. TEXT MESSAGING MAY NOT BE AVAILABLE THROUGH ALL WIRELESS CARRIERS. NOT ALL HANDSETS MAY BE SUPPORTED.

1. ELIGIBILITY: The 2021 Fruit Smash Giveaway (“Promotion”) is offered and open only to legal residents of ID or WA who are age 21 or older at time of entry. Void in all other states 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 with Sponsor referred to herein 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 PERIOD: Promotion starts on or about 12:00:01 am Pacific Time (“PT”) on April 1, 2021 and ends 11:59:59 pm PT on August 31, 2021 (“Promotion Period”). All time referenced herein is Pacific Time. Sponsor’s clock is the official time keeping device for the Promotion.

3. HOW TO ENTER: There are two (2) ways to enter: **(a) Text:** During the Promotion Period, use an SMS-enabled device to text the keyword **FRUITSMASH** to **55755**. Once your text message is received, you will receive a reply text message asking you to submit your date of birth (MMDDYYYY), state of your residence, and retail location where you saw the sweepstakes advertising with the keyword **FRUITSMASH** (“Text Message Entry”). Only text messages with a valid keyword, state, eligible date of birth, and retail location will receive one entry into the applicable sweepstakes drawing. **(b)Website:** During the Promotion Period, access www.newbelgium.com/ttw/2021/FRUITSMASH (“Website”) and follow the online directions to register and submit an entry (“Website Entry”). Only website entries with a valid keyword (**FRUITSMASH**), state, eligible date of birth, and retail location will receive one entry into the applicable sweepstakes drawing. Text Message and Website Entries must be received during the Promotion Period.

Limit one entry per person/telephone number, regardless of the method of entry. You may enter by one method only. All entries become the property of Sponsor and will not be returned. Promotion Entities assume no responsibility for lost, late, incomplete, inaccurate, stolen, misdirected, postage due 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, Web site, 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/different phone numbers, accounts, devices, physical addresses, email addresses, identities, registrations, or any other methods will void that person's entries and he/she may be disqualified from this Promotion or any current or future promotions offered by the Sponsor, in its sole discretion. Use of any automated system, software applications that enable users to create multiple accounts and/or temporary accounts to participate in this Promotion or to redeem prizes 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: Sponsor will conduct drawings on or about September 1, 2021 from all eligible entries received by 11:59:59 p.m. PT on August 31, 2021 to select a Grand Prize winner, with a total of one (1) Grand Prize to be given away during the Promotion Period. Odds of winning depend on the number of eligible entries received prior to the drawing. 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 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 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 a potential winner; (b) a potential winner fails to respond to a notification attempt within 24 hours; (c) a 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) a 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 date, then the prize will not be awarded.

5. GRAND PRIZE (1)/APPROXIMATE RETAIL VALUE (ARV): The Grand Prize consists of one (1) Fruit Smash character pool floaty, three (3) Fruit Smash floating drink holders, one (1) Fruit Smash cooler, one (1) Fruit Smash towel, one (1) waterproof Bluetooth speaker, three (3) pairs of Fruit Smash sunglasses and three (3) Fruit Smash retro lawn chairs. Approximate Retail Value of the Grand Prize: \$528.

Prize is not redeemable for cash. No substitution or transfer of prize will be permitted except at Sponsor's sole discretion. All federal, state and local taxes are the sole responsibility of the winner. Prize may be mailed unassembled to winner approximately sixty (60) days after the end of the Promotion Period, to the address provided by winner at time of prize acceptance.

6. GENERAL: BY PARTICIPATING, PARTICIPANTS AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS THE SPONSOR, PROMOTION ENTITIES, ANY RETAILER AT WHICH THE PROMOTION IS ADVERTISED OR AT WHICH PARTICIPANTS MAY ENTER, 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 winner 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, 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 prize 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 name of the prize winner, mail a self-addressed, U.S. postage stamped envelope to: 2021 Fruit Smash Giveaway Winner' List Request, New Belgium Brewing Company, 500 Linden Street, Fort Collins, CO 80524, for receipt by October 13, 2021.

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