# HEINEKEN® BOSTON FESTIVAL SWEEPSTAKES Full Official Rules

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

THE HEINEKEN BOSTON FESTIVAL SWEEPSTAKES ("SWEEPSTAKES") IS OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES WHO ARE TWENTY-ONE (21) YEARS OF AGE OR OLDER AS OF DATE OF ENTRY AND RESIDE IN THE STATES OF CT, ME, MA, NH, NY AND RI. SWEEPSTAKES IS GOVERNED EXCLUSIVELY BY THE LAWS OF THE UNITED STATES.

BY ENTERING, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES CERTAIN RELEASES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES, INCLUDING A WAIVER OF YOUR RIGHT TO A TRIAL BY JURY.

# 1. ELIGIBILITY:

The Sweepstakes is open to all legal residents of the United States residing in the states of CT, ME, MA, NH, NY or RI who are 21 years of age and older at time of entry except as set forth below.

Notwithstanding the foregoing, the following individuals and members of their families (parents, grandparents, children, siblings, spouses) and immediate household members (whether related or not) are not eligible for participation: employees, officers, and directors of HEINEKEN USA Inc. ("Sponsor") Million Dollar Media ("Administrator"), Live Nation Worldwide, Inc. and each of their parent, subsidiary, and affiliated companies, alcoholic beverage suppliers, wholesalers, distributors, and importers, alcoholic beverage retailers, and Sponsor's advertising and promotional agencies. All federal, state, and local regulations apply.

# 2. START/END DATES:

The Sweepstakes begins at 12:01 a.m. Eastern Time (ET) on 4/9/2025 and ends at 11:59 p.m. ET on 5/31/2025.

3. HOW TO ENTER – Internet Entry: To enter, scan the QR code on the applicable point of sale signage using your mobile device's camera or directly visit <a href="https://www.Heineken.com/us/en/promos/boston">www.Heineken.com/us/en/promos/boston</a> and follow the on-screen entry instructions. Normal time rates, if any, charged by Internet service provider will apply. All Internet entries must be submitted by 11:59 p.m. ET on 5/31/2025.

By submitting an entry, entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of Sponsor and its appointed agents, which will be final and binding in all matters relating to the Sweepstakes. Limit one (1) entry per person per day regardless of method of entry. Any entry submitted on behalf of another individual or using another individual's information, providing any

incorrect, inaccurate, fake or false information during registration, or attempting to submit more than the allowable number of entries by using alternate names, emails, addresses, or other method shall result in all such entries being disqualified. Please note that there is a limit of one (1) prize per individual, household, street address, and/or email address during any six (6) month period across all HEINEKEN USA Inc. promotions, regardless of brand (Heineken, Amstel, Dos Equis, Murphy's, Newcastle, Red Stripe, Strongbow, Tecate, and Tiger).

# 4. PRIZES:

All prize details are at Sponsor's sole discretion. Any prize depiction is for illustrative purposes only and shall not be relied upon. **No part of any prize includes any alcoholic beverages.** Prizes are not transferable or redeemable for cash. No substitutions of prizes by winners are allowed, but Sponsor reserves the right to substitute a prize of equal or greater value at its sole discretion.

- NOTE: There is a maximum limit of one (1) prize award per person, email address or household during the entire Sweepstakes Period. If eligible entries are less than the scheduled number of prizes available for any prize level or total number of prizes available for the entire Sweepstakes, then the associated prize awards shall not be awarded.
- Sponsor reserves the right in its sole discretion to substitute any prize award with an alternate prize award of approximate equal or greater value, based upon availability.
- (a) Second Prize (8): a total of eight (8) second prizes will be available to be awarded. Each second prize consists of: one (1) Heineken and Boston Calling\* branded guitar. Make, model, color and options as solely determined and designated by Sponsor. Sponsor reserves the right to substitute merchandise item with an alternate prize of approximate equal or greater value in its sole discretion, based upon availability. Approximate retail value (ARV) of each second prize: \$100. Total ARV of all available second prize awards: \$800.

Prize award shall be shipped only to winner's registered residential address as provided at the time of entry and winner notification, via USPS or other Sponsor designated shipping/mail carrier, or as otherwise designated by Sponsor. Allow approximately 8 – 12 weeks for delivery. Once shipped, prize shall be considered awarded and fulfilled, and Sponsor shall not be responsible for any lost, late, undelivered, misdirected, damaged or stolen delivery, any incorrect shipping address provided. In the event of any delivery issues, prize award shall not be replaced or substituted with any alternate prize award or compensation. Winner shall look only to designated shipper/carrier and not to Sponsor for any delivery issues.

**(b) Grand Prize (1):** One (1) grand prize will be awarded. The grand prize consists of: two (2) VIP 3-day tickets to Boston Calling\* Music Festival scheduled for Friday, 5/23/2025 – Sunday, 5/25/2025 at Harvard Athletic Complex in Boston, MA; hotel accommodations for two (2) people—one

room, double occupancy—for three (3) nights (*Friday*, 5/23/2025 – *Monday*, 5/26/2025) at the Sponsor designated hotel in the Boston, MA metro area; and one (1) \$250 Uber.com e-gift card. Gift cards subject to the terms and conditions of the Uber gift card provider policy. Winner and guest must be 21 years of age or older. ARV of grand prize: \$3,590.

Alcohol is not included with the prize. Winner and guest must be at least twenty-one (21) years old and must abide by all venue policies: <a href="https://support.bostoncalling.com/hc/en-us">https://support.bostoncalling.com/hc/en-us</a>, to include but not limited to, showing a valid photo ID at venue for age verification and/or identification purposes if requested. Live Nation reserves the right to revoke full or partial prize from any winner or winner's guest who it and/or venue personnel deem may, in their sole discretion, be intoxicated, be a safety risk, have violated any venue policy or law, and/or may bring Sponsor or Live Nation into disrepute. Resale of tickets is prohibited. By claiming tickets, you agree to Front Gates Terms of Use and to abide by the health and safety measures in effect at the time of your Festival, Should the Festival be cancelled, you will be notified as soon as reasonably possible.

The terms and conditions of the tickets awarded as a prize will govern in the event any or all scheduled performances are not performed, postponed, delayed, cancelled or attendance is restricted or prohibited due to weather, pandemic, an Act of God, an act of terrorism, civil disturbance, work stoppage or any other reason. Sponsor will not be responsible for any event date or performance delay, rescheduling, postponement or cancellation due to weather, pandemic, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other event that may cause the cancellation, delay, postponement or rescheduling of festival or any scheduled performance.

Prize winner must accept delivery of prize in the method as solely determined and designated by Sponsor (i.e. mobile ticket delivery, will call pick up at box office or other ticket delivery method). If tickets placed at Will Call, the day of Festival under the winner's name, Winner must be present to pick up tickets and a valid photo ID will be required. In the event of any mobile or digital ticket delivery, winner is solely responsible for any required software application required to download, access, accept transfer, access or redeem mobile or digital ticket delivery. Prize award shall be shipped or delivered to winner only to the registered residential address, email address or mobile phone number (for digital tickets) as provided at the time of entry and winner notification, and shall be shipped via the shipping carrier or delivered as solely determined and designated by Sponsor. Once shipped or delivered, prize shall be considered delivered to winner and Sponsor shall have no responsibility for any shipment that is delayed, damaged, lost, misdelivered, not received or stolen. applicable, winner shall look solely to shipping carrier for any delayed, damaged, lost, misdelivered or stolen shipment.

No other costs or expenses are included with prize award, including any associated travel, parking costs or incidental expenses. Any expenses or costs not expressly stated in the description of the prize above, including,

but not limited to, transportation, accommodations, parking fees, meals, incidentals, or other expenses, are the sole responsibility of winner.

All federal, state, and local taxes, fees, and surcharges on any prize are the sole responsibility of winner of the prize. Winners of prizes with a value of \$600 or more will be issued an IRS Form 1099-MISC early in the year following the year in which prize was awarded for filing with his/her federal and state tax returns. Sponsor complies with all tax reporting requirements. The amount of any tax liability will vary depending on winner's tax bracket.

# 5. ODDS OF WINNING:

Odds of winning a prize are dependent on the number of eligible entries received as of the date and time of each drawing as outlined below.

# 6. WINNER SELECTION, NOTIFICATION, AND VERIFICATION:

Potential second prize winners will be selected in a series of random drawings from among all eligible entries received as of the date and time of each drawing on or about 4/15/2025, 4/22/2025, 4/29/2025, 5/6/2025, 5/13/2025, 5/20/2025, 5/27/2025 and 6/3/2025 to select a total of eight (8) potential first prize winners (one per drawing date).

Potential grand prize winner will be selected in a random drawing from among all eligible entries received on or about 5/12/2025 to select one (1) potential grand prize winner.

Drawings will be conducted by Sponsor or its appointed agent, and all decisions are final. Potential winners will be contacted by telephone and/or email. If any potential winner cannot be reached within forty-eight (48) hours of first notification attempt, if any prize or prize notification is returned as undeliverable, if the potential winner rejects his/her prize, or in the event of noncompliance with these Official Rules, such prize will be forfeited and an alternate winner will be selected from among all remaining eligible entries, time permitting. Upon forfeiture of any prize, no compensation will be given.

Potential winners will be required to sign and return, where legal, a Declaration of Eligibility and Liability/Publicity Release within three (3) days of notification that he/she is a potential winner. No potential winner will be an official winner until any required paperwork has been returned and eligibility has been formally verified by Sponsor. If any potential winner fails to comply with these Official Rules and/or to submit any required paperwork within the designated time period, he/she will be automatically disqualified and the prize may be awarded to an alternate winner.

# 7. LICENSE AND RELEASE:

Participation in the Sweepstakes and acceptance of prize constitute winner's and guest's permission for Sponsor or its agents to photograph, film, and record each winner and guest and to use his/her name, address (city and state), likeness, photograph, voice, biographical information, and/or any statements made by each

winner and quest regarding the Sweepstakes or Sponsor for purposes of trade, publicity, or promotion without notice or additional compensation, except where prohibited by law. By participating and/or accepting a prize, entrants, winner, and guest acknowledge and agree to release and hold harmless Sponsor, Sponsor's advertising and promotional agencies, Live Nation Worldwide, Inc. ("Live Nation"), Boston Calling Events, LLC and its landlords or licensors (related to the Festival), if any, C3 Presents, LLC, Orkila Holdings, LLC, President and Fellows of Harvard College, The Commonwealth of Massachusetts, the City of Boston, and each of their respective parents, partners, divisions, subsidiaries, officers, directors, principles, members (including members of the governing board), managers, agents, affiliates, and employees (collectively "Boston Calling Festival") and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers, and directors (collectively the "Released Parties") from any and all liability for loss, harm, damage, injury, cost, or expense whatsoever, including, without limitation, property damage, personal injury, and/or death that may occur in connection with, preparation for, travel to, or participation in the Sweepstakes, or participation in, possession, acceptance, and/or use or misuse of any prize or participation in any Sweepstakes-related activity, including, but not limited to, any claims based on publicity rights, defamation or invasion of privacy, and merchandise delivery. Sponsor shall not be responsible for any cancellations, delays, diversions, substitutions, or omissions whatsoever by any other persons providing any services to winner, including any results thereof, such as changes in services or location necessitated by same. Sponsor is not responsible if any part of a Sweepstakes prize cannot be awarded due to acts of God, acts of war, natural disasters, weather, or acts of terrorism. Sponsor shall not be liable for any loss or damage to personal belongings. Entrants who do not comply with these Official Rules or who attempt to interfere with this Sweepstakes in any way shall be disqualified. There is no purchase required to participate in the Sweepstakes or to win any prize in the Sweepstakes. A purchase does not increase odds of winning.

# 8. ADDITIONAL TERMS:

Sponsor reserves the right to alter, suspend, or terminate the Sweepstakes at any time and with or without notice if, in Sponsor's sole discretion, the integrity of the Sweepstakes becomes or is likely to become compromised in any way. In the event the Sweepstakes is terminated prematurely, all eligible entries received prior to the Sweepstakes termination or suspension date will be included in the next prize drawing. No automated devices, bots, and/or other programs and/or software are permitted. All entries become the sole and exclusive property of Sponsor and will not be acknowledged or returned. Delivery of a prize will require a residential street address located within the states of CT, ME, MA, NH, NY or RI. Sponsor is not responsible for late, incomplete, invalid, unintelligible, misdirected, technically corrupted, or garbled entries, which will be disqualified, or for problems of any kind, whether mechanical, human, or electronic. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

In case of a dispute as to the identity of any Internet entrant, an entry made by Internet will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The "authorized account holder" is deemed

the natural person who is assigned to an e-mail address by an Internet access provider, service provider, or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential winner may be requested to provide Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning entry.

If for any reason the Sweepstakes is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, automated entries, fraud, technical failure, human error, or any other cause beyond the control of Sponsor that corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process and to cancel, terminate, modify, or suspend the Sweepstakes. Sponsor assumes no responsibility for any error, omission, interruption, telephone or other communications malfunctions, deletion, defect, delay in operation or transmission, communications line failure, or theft or destruction of, unauthorized access to, or alteration of entries. Sponsor is not responsible for any problems or technical malfunctions of any telephone networks or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems or traffic congestion on the Internet or at any website, any combination thereof, or otherwise, including any injury or damage to entrant's or any other person's computer related to, or resulting from, participation or downloading of any materials in the Sweepstakes.

Sponsor and its agents are not responsible for printing, distribution, or production errors and may, in their sole discretion, rescind, cancel, suspend, modify, or revoke this Sweepstakes based upon any such error without liability. If by reason of a printing, computer, or other error more prizes are awarded in a prize category than the number set forth in these Official Rules, all persons purportedly making valid claims will be included in a random drawing to award the advertised number of prizes available. In no case will more than the advertised number of prizes be awarded. Antifraud detection devices may be used for verification purposes. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.

Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Headings are solely for convenience and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof.

Caution: Any attempt by an entrant 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 from any such person to the fullest extent permitted by law.

IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT,

INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF ENTRANT'S ACCESS TO, AND USE OF, THE WEBSITES AND/OR THIS SWEEPSTAKES, OR ENTRANT'S DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE SWEEPSTAKES.

#### 9. DISPUTES AND GOVERNING LAW:

The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Sweepstakes. Any controversy or claim arising out of, or relating to, these Official Rules and/or the Sweepstakes shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in New York City, New York.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS AND RULES. For any matters that are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Sweepstakes, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to New York City, New York. The parties agree not to raise the defense of forum non conveniens.

# 10. USE OF DATA:

Sponsor will be collecting personal data about entrants online, in accordance with its Privacy & Cookie Policy. Please review Sponsor's Privacy & Cookie Policy at <a href="https://heinekenusa.com/privacy-policy/">https://heinekenusa.com/privacy-policy/</a>. By participating in the Sweepstakes, entrant hereby agrees to Sponsor's collection and usage of his/her personal information and acknowledges that he/she has read and accepted Sponsor's Privacy & Cookie Policy.

# 11. LIST OF WINNERS:

To obtain a list of winners, send a self-addressed, Heineken Boston Festival Sweepstakes, P.O. Box 248, Woodbridge, NJ 07095. All requests for a list of winners must be postmarked by 7/31/2025 and received by 8/15/2025.

12. SPONSOR: HEINEKEN USA Inc., White Plains, NY.



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Boston Calling Festival is not a sponsor of the Sweepstakes, and in no way responsible for the administration of the Sweepstakes, the verification of winners or the fulfillment of prizing. All inquiries regarding the Sweepstakes should be directed to Sponsor. Boston Calling is a registered trademark of Boston Calling Events LLC.