

# Founders Mortal Bloom Summer Festival Sweepstakes

## Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING SWEEPSTAKES IS VALID ONLY IN THE FIFTY (50) UNITED STATES (“U.S.”) AND DISTRICT OF COLUMBIA (“D.C.”), AND IS OPEN ONLY TO QUALIFIED PERSONS (AS DEFINED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED. BY PARTICIPATING IN THIS SWEEPSTAKES, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF SPONSOR AND ADMINISTRATOR. DO NOT PARTICIPATE IN THE SWEEPSTAKES IF YOU DO NOT AGREE TO THESE OFFICIAL RULES AND FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.**

**Sweepstakes Name:** Founders Mortal Bloom Summer Festival Sweepstakes (the “Sweepstakes”).

**Sweepstakes Dates:** Registration begins at 12:00:01am Eastern Time (“ET”) on **4/21/2025** and ends at 11:59:59pm ET on **6/30/2025** (the “Registration Period”). The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void outside of the (50) U.S. and D.C., and wherever restricted or prohibited by law.

**Who may Enter:** Sweepstakes is open only to legal residents of the (50) U.S. and D.C., who are age 21 or older as of date of entry, and have a valid driver’s license or government issued photo ID, except the following persons who are not eligible to enter, participate or win:

- (a) Employees, officers, and directors of **Founders Brewing Co.** (“Sponsor”), **Million Dollar Media** (the “Sweepstakes Administrator”), and each of the foregoing’s respective franchisees, owners, employees, contractors, parents, affiliated companies, subsidiaries, distributors, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this promotion (collectively, “Released Parties”), and the members of the immediate families or households, whether or not related, of any of the above. “Immediate family members” includes, for purposes of this promotion, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grand children (including step grandchildren) and each of their respective spouses, regardless of where they reside.

**How to Enter – Online Registration:** To enter, scan the QR Code on any applicable point-of-sale material using your mobile device’s camera or directly visit [www.MortalBloomSummer.com](http://www.MortalBloomSummer.com) during the “Registration Period”. Each entrant must fully complete the online registration page with all required information including his/her name, valid email address, phone number (including area code), state of residence, and date of birth. After having read and agreed to these Official Rules, and agreeing to receive offers and updates via email from Sponsor, click the submit button to submit your online entry. The Sweepstakes Administrator’s computer, or that of its designee, runs the official clock for the Sweepstakes and will solely determine the time by which an entry is received.

**Any available opt-in opportunities are not required to enter the Sweepstakes, and opting-in will not improve your chances of winning. By participating and submitting an entry, entrant agrees that sponsor and participating parties are authorized to contact entrant via email, text, mail, phone or any other form of media to make entrant aware of information pertinent to the Sweepstakes, and to distribute information regarding the Sponsor(s) featured products, special events or future contests, promotions or offers. Entrants may opt-out of any further email communication at any time by simply replying REMOVE to any email message, or following the provided opt-out instructions.**

**Maximum of one entry per person or email address.** Any incomplete or illegible entries will be disqualified. Released Parties are not responsible for lost, late, misdirected, illegible, incomplete, invalid, unintelligible, damaged, or for entries submitted in a manner that is not expressly allowed under these

rules, or for any entry not submitted or received due to any technical error or failure, unauthorized human intervention, inaccurate capture or mis-entry of any required information, or the failure to capture any such information for any reason including programming or technical errors, or effects of hackers or failure of any electronic equipment, computer or cellular transmissions and/or network connections; all of which will be disqualified.

Each participant must submit an entry on his/her own behalf. Any entry submitted on behalf of another individual or using another person's email address, name or mobile number will be disqualified and ineligible to claim any prize. Any attempt by any participant to obtain more than the stated number of entries allowed by using same, multiple/different mobile numbers, identities, or any other methods void that participant's entries and that participant may be disqualified. No mechanically reproduced or automated entries permitted. Use of any automated system to participate is prohibited and will result in disqualification and all such entries will be deemed void. All entries received become the property of the Sponsor and will not be returned.

In the event of a dispute as to any online registration, the authorized account holder of the email address used to register will be deemed to be the registrant and he/she must be eligible according to these Official Rules. The "authorized email account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

By registering to enter Sweepstakes, you affirm that you have read and accepted these Official Sweepstakes Rules. All entrants agree to be bound by and abide by the official rules of the Sweepstakes.

**Winner Selection and Notification (maximum 1 grand prize and 2 first prize winners):** A prize drawing will be held on or about **7/1/2025** to randomly select a maximum total of one (1) potential grand prize winner and two (2) potential first prize winners from among all eligible entries received during the Registration Period.

- **Note: There is a maximum of one (1) prize award per person or household during the entire Registration Period.** If eligible entries are less than the scheduled number of prizes available, then associated prize award(s) shall not be awarded.

Each potential winner will be notified initially by phone and/or email following their selection. If the Administrator is unsuccessful in its attempt to reach and speak directly with the selected potential prize winner by phone within 48-hours of the initial notification attempt to the phone number or email address associated with that entrant's entry, then that entrant may be disqualified and an alternate potential winner may be randomly selected from among the remaining eligible entries and notified as per the procedures outlined above (*time permitting*).

- **Note: phone messages will not be left during the winner notification process.**

During winner notification, the selected potential winner must confirm their eligibility, and indicate their willingness and ability to accept the prize. The potential winner will then receive official notification via mail or email delivery. If the selected winner does not meet the eligibility requirements, or is unable or unwilling to accept the prize or elects to decline the prize, s/he will be disqualified and, at Sponsor's discretion and time permitting, an alternate winner will be randomly selected from among all remaining eligible entries and notified as per the procedures outlined above. Any disqualified entrant will not receive any alternate prize substitution or compensation. **Decisions of the Administrator in the selection and determination of the winners and all matters relating to this Sweepstakes are final and binding.**

All of the following will apply to each winner: 1) Winner will be required to complete and return, within 1-day of date of receipt, a prize acceptance form, including an affidavit of eligibility and a liability/publicity release (*publicity release where permitted*) and a W-9 form (for prize values greater than \$600); 2) Winner may be required to present a copy of a valid social security card and a valid driver's license as a condition of receiving any prize; and 3) Winner will be issued a 1099 and is solely responsible for paying all applicable taxes (including, but not limited to all local, state and federal taxes) on all prizes awarded.

## **Prize Awards:**

**Grand Prize (maximum 1 winner):** The eligible entrant designated as the grand prize winner will receive one (1) \$3,200 Stubhub gift card and one (1) \$2,000 gift card from the Sponsor designated gift card provider. Gift cards are subject to the terms and conditions of the gift card provider policies, including any expiration. Approximate retail value ("ARV") of the grand prize award: \$5,200.

**First Prizes (maximum 2 winners):** Each eligible entrant designated as a first prize winner will receive one (1) Sponsor designated gaming console. Brand, make, model and specifications are as solely designated and determined by Sponsor, subject to availability. ARV of each first prize award: \$600.

Prize winners must accept prizes and delivery of prizes in the method as solely determined and designated by Sponsor. Prize shall be emailed or shipped only to the designated winner email address given at the time of registration or to the residential address as submitted during initial online registration and/or as provided during winner notification, via the carrier as determined and designated by Sponsor (i.e. UPS, USPS or other Sponsor designated carrier), or as otherwise specified by Sponsor. **Allow 8 – 12 weeks for prize delivery.**

Once emailed or shipped, prize shall be considered as awarded and delivered, and Sponsor shall not be responsible for actual receipt of delivery by winner. Sponsor shall not be responsible for any lost, late, undelivered, misdirected, damaged or stolen delivery; or any incorrect delivery address provided by winner during registration or prize claim. In the event of any delivery issues, including undelivered, misdirected, lost or stolen deliveries, Sponsor shall have no responsibility to replace the prize award, and prize award shall not be substituted by Sponsor with any alternate prize award or compensation. Winner shall look solely to designated shipper/carrier for any lost, damaged, stolen or mis-delivered packages and not to Sponsor for any delivery issues.

**General Prize Conditions: No alcoholic beverage is part of any prize award.** Prize award may be delivered digitally, via mobile transfer, or shipped to winner's residential address as provided at the time of entry and/or winner notification via USPS or other Sponsor designated shipping/mail carrier. Once delivered via digital or mobile transfer or shipped, the prize shall be considered awarded, delivered and fulfilled, and Sponsor shall have no responsibility for any shipment that is delayed, damaged, lost, misdelivered, undelivered or stolen, or any incorrect mobile number, email or shipping address provided by winner. 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 solely to shipping carrier for any lost, damaged, misdelivered, undelivered, stolen or delayed shipment. **Total ARV of all available prizes: \$6,400.**

All other costs and expenses related to prize acceptance, delivery, redemption or use not specified herein as being provided are the sole responsibility of winner. All income, federal, state and local taxes are the winner's sole responsibility. All prizes are awarded as is, without any warranty, express or implied, by Sponsor. All prize awards are non-transferable and no cash redemption or prize substitution allowed, except at Sponsor's sole discretion or as provided herein. Sponsor reserves the right to substitute a prize with one (1) of comparable or greater value, at its sole discretion. Failure to collect or properly claim prize in accordance with these Official Rules will result in forfeiture of the prize. If forfeited for any reason, entrant will not receive any other prize substitution or compensation, and the prize will remain the property of Sponsor and will not be awarded, except as provided herein. All properly claimed prizes will be awarded. Any unclaimed prizes will not be awarded.

**Additional Rules & Restrictions:** By participating, entrants agree to abide by and be bound by the Official Rules and the decisions of the Sponsor and Administrator, which shall be final in all matters relating to this Sweepstakes. In the event an entrant wins a prize, and is later found to be in violation of these rules he/she will be required to forfeit the prize or to reimburse Sponsor for the stated value of the prize if such violation is discovered after winner has used the prize. Participation in Sweepstakes constitutes permission for the Sponsor, the Released Parties and their designees to use entrants' names, likenesses, images, biographical information, and cities and states of residence for purposes of advertising and trade in any and all media now or hereafter known worldwide on perpetuity without limitation or further compensation,

notification or permission, unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for any prize.

By participating, entrants agree to hold all Released Parties harmless from any claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to entrant's participation in this Sweepstakes, or the acceptance, possession or use/misuse of any prize, or participation in prize-related activities (including but not limited to travel or activity related thereto), and to assume all liability therefor.

Released Parties shall not be liable to winner or any other person for failure to supply the prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Released Parties' sole control.

Participants are restricted to use of ordinary and typical computer equipment, mobile phone equipment, Internet access and cellular networks. Sponsor disclaims all liability for the inability of a participant to complete or continue an entry due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Sponsor's control, or otherwise. The Sponsor disclaims any liability for entries not received due to technical difficulties or transmission errors. The Sponsor disclaims all liability for any delays, mis-delivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. Released Parties are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Sweepstakes, and any injury or damage to entrant's or any other person's computer or mobile phone related to or resulting from participating in or downloading any information necessary to participate in the Sweepstakes. Released Parties are not responsible for any other errors of any kind, whether computer, technical, typographical, printing, human or otherwise, relating to or in connection with the Sweepstakes, including, without limitations, errors which may occur in connection with the printing or advertising of this Sweepstakes, administration or execution of the Sweepstakes, the cancellation of the game, the processing of entries or in the announcement of the prizes or prize winners. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the Sweepstakes website.

Sponsor reserves the right to cancel, modify, reschedule or terminate the Sweepstakes for any reason including, but not limited to acts of God, pandemics, force majeure, government regulatory action or ruling, fraud, misconduct, or if any technical failures destroy or threaten the integrity of the Sweepstakes, in the opinion of the Sponsor/Administrator, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Sweepstakes as determined by Sponsor/Administrator, in their sole discretion. In the event of early termination of the Sweepstakes, Sponsor reserves the right to determine prize winners in a random drawing from among all eligible, non-suspect entries received as of the time/date of such termination.

**IN CASE OF DISPUTES:** By participating, each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of New Jersey; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, and in no event will entrant be entitled to received attorneys' fees or other legal costs; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with this Promotion, shall be governed by, and construed in accordance with the laws of the State of New Jersey, without giving effect to any choice

of law or conflict of law rules or provisions (whether of the State of New Jersey or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New Jersey.

**Odds:** Odds of being selected as a prize winner are dependent upon the total number of eligible entries received.

**Official Rules & Winners List:** For a copy of these Official Rules, or the name of prize winners, send a self-addressed stamped envelope to be received by 8/15/2025 to: Founders Mortal Bloom Summer Festival Sweepstakes, P.O. Box 278, Woodbridge, NJ 07095. PLEASE SPECIFY which you are requesting, official rules or winners list.

**Sponsor:** This Sweepstakes is sponsored by Founders Brewing Co, 235 Cesar E. Chavez Ave SW, Grand Rapids, MI, 49503.

**Sweepstakes Administrator:** The Sweepstakes is administered by Million Dollar Media, LLC, P.O. Box 278, Woodbridge, NJ 07095.