

**NEWCASTLE SKI SWEEPSTAKES**  
**Full Official Rules**

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

**THE NEWCASTLE SKI 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 WHO RESIDE IN AZ, CA, CO, CT, ID, IL, IN, LA, ME, MA, MI, MN, MT, NV, NH, NM, NY, OH, OR, PA, RI, TX, UT, VT, WA, WI or WY. VOID WHERE PROHIBITED. 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. START/END DATES:**

The Sweepstakes begins at 12:01 a.m. Pacific Time (PT) on 1/1/18 and ends at 11:59 p.m. PT on 3/15/18.

**2. HOW TO ENTER:**

There are two (2) ways to enter the Sweepstakes: (a) via SMS or (b) by sending an e-mail to [NewSki@NewcastleSki.com](mailto:NewSki@NewcastleSki.com) .

**(a) SMS Entry:** Submit an SMS entry from your mobile device (“Mobile Device”) by texting ‘NEWSKI’ to 77000. Upon receiving a verification message, enter your 8-digit date of birth followed by the state code for your state of residence (e.g., MMDDYYYY, CA). Carrier’s standard messaging and data rates apply. All SMS entries must be submitted by 11:59 p.m. PT on 3/15/18.

**(b) E-mail Entry:** To submit an entry for free, send an e-mail to [NewSki@NewcastleSki.com](mailto:NewSki@NewcastleSki.com). Include “Newcastle Ski” in the subject line and include your first and last names, street address, city, state, and zip code, telephone number (including area code), and date of birth in the body of the e-mail. All e-mail entries must be received by 11:59 p.m. PT on 3/15/18.

By submitting an entry, entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of HEINEKEN USA Inc. dba Newcastle Importers (“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.

**Please note that there is a limit of one (1) prize per individual, household, street address, and/or e-mail address during any six (6) month period across all HEINEKEN USA Inc. promotions, regardless of brand (Dos Equis, Amstel, Heineken, Murphy's, Newcastle, Red Stripe, Strongbow, Tecate, and Tiger).**

**3. ELIGIBILITY:**

Open to legal residents of the United States who are twenty-one (21) years of age or older as of date of entry and who reside in AZ, CA, CO, CT, ID, IL, IN, LA, ME, MA, MI, MN, MT, NV, NH, NM, NY, OH, OR, PA, RI, TX, UT, VT, WA, WI or WY. 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 Sponsor and its 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.

**4. PRIZES:**

All Sweepstakes prizes details are at Sponsor's sole discretion. Prizes will be awarded "as is." 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 substitution of any prize by winner is allowed, but Sponsor reserves the right to substitute a prize of equal or greater value at its sole discretion.

**Grand prize (1):** One (1) grand prize will be awarded. The grand prize consists of two (2) ski lift tickets to the Sponsor designated Ski Resort in the Lake Tahoe area, and hotel accommodations for two (2) people—one room, double occupancy—for two (2) nights. Exact reservation dates based upon availability and as solely determined by Sponsor. Reservation must be complete by 4/30/18. Approximate retail value (ARV) of the grand prize: \$1,000.

Please note that the grand prize does not include any transportation, transfers, parking, meals, miscellaneous expenses, or any other expense not specifically included in the description of the grand prize set forth above.

**First prize (1):** One (1) first prize will be awarded. The first prize consists of ski equipment consisting of the ski merchandise items as solely determined and designated by Sponsor. ARV of the first prize: \$100.

**Second prize (1):** One (1) second prize will be awarded. The second prize consists of two (2) ski lift tickets to the Sponsor designated Ski Mountain, valid for redemption during the 2017 – 2018 ski season. Lift tickets expire by 4/30/18, or as listed on lift ticket based upon ski mountain season closing date. ARV value of the grand prize: \$100.

ARV of all available prize awards: \$1,200.

All expenses and travel costs incurred as a result of seeking, winning, and/or making use of a prize are the sole responsibility of winner. Any expense or cost not expressly stated in the description of the prize set forth above is 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.

**6. WINNER SELECTION, NOTIFICATION, AND VERIFICATION:**

The potential winners will be selected in a random drawing from among all eligible entries received, to be held on or about 3/19/18. Drawing will be conducted by Sponsor or its appointed agent, and all decisions are final. The potential winners will be contacted by telephone. 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 any 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. Upon forfeiture of any prize, no compensation will be given. Limit one (1) prize per person or household.

The potential grand prize winner will be required to sign and return, where legal, an Affidavit of Eligibility and Liability/Publicity Release within three (3) days of notification that he/she is a potential winner. Potential first and second prize 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 his/her Affidavit or Declaration of Eligibility and Liability/Publicity Release 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 the required documentation 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 (where applicable) 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 guest 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, winners, and guests acknowledge and agree to release and hold harmless Sponsor, Sponsor's advertising and promotional agencies, and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers, and directors ("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 transportation companies and/or 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 street address located within AZ, CA, CO, CT, ID, IL, IN, LA, ME, MA, MI, MN, MT, NV, NH, NM, NY, OH, OR, PA, RI, TX, UT, VT, WA, WI or WY. 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 SMS entrant, an entry will be declared as made by the authorized account holder of the Mobile Device used for entry. 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 e-mail 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 <http://heinekenusa.com/privacy-cookie-policy/>. 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. GRAND PRIZE WINNER'S NAME:**

To obtain the grand prize winner's name, send a self-addressed, stamped envelope, with sufficient postage, to Winner, Newcastle Ski Sweeps, P.O. Box 248, Woodbridge, NJ 07095. All requests for the winner's name must be postmarked by 4/16/18 and received by 4/23/18.

**12. SPONSOR:** Newcastle Importers, White Plains, NY.

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