

**SAPPORO SUMMER GRILLING PROMOTION 2021
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT
INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

**OFFERED ONLY TO LEGAL U.S. FIFTY STATES AND DISTRICT OF COLUMBIA RESIDENTS, AGED
21 YEARS OR OLDER AS OF DATE OF PARTICIPATION.**

INTERNET ACCESS IS REQUIRED TO PARTICIPATE.

1. ELIGIBILITY: The Sapporo Summer Grilling Promotion 2021 (the "Promotion") sponsored by Sapporo U.S.A., Inc. (the "Sponsor") is open only to legal residents of the 50 United States and the District of Columbia who are 21 years of age or older as of date of participation ("Eligible Participant"). Employees, officers and directors of Sponsor, its parents, subsidiaries, affiliates, advertising and promotion agencies, or any alcohol beverage wholesalers and retailers, and immediate family members (spouses and siblings, children and parents and their spouses, and any "steps" of each, regardless of where they live) or members of the same households (whether related or not) of such individuals are not eligible. Sponsor's determinations of eligibility are final and may be made at any time. Void where prohibited or restricted by law.

2. PROMOTION PERIOD AND PLAYER POOLS: The Promotion begins at 9:00 AM Eastern Time ("ET") on July 19, 2021 and ends at 11:59 PM ET on September 6, 2021 (the "Promotion Period"). The Promotion is further divided by state or groups of states into nine (9) separate Player Pools, as described below in Section 6. **Each eligible person may participate in the Promotion multiple times to attempt to win one of the prizes, subject to the following limitations:**

- **An eligible person can complete the Promotion play process a maximum of once (1 time) each day (days change at 12:00:00 AM ET); and**
- **Limit one (1) prize per person, household/address, and/or email address.**

3. AGREEMENT TO OFFICIAL RULES: Participation in the Promotion constitutes the participant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor and its designees, which are final and binding. Winning is contingent upon fulfilling all requirements set forth herein. Any participant may be disqualified in Sponsor's sole discretion if they fail to comply with any of the terms of these Official Rules. For the purposes of these Official Rules, the term "participant" includes any person interacting with or attempting to interfere with the Promotion.

4. HOW TO PARTICIPATE IN THE PROMOTION: Visit sapporobeer.com/summer (the "Website") during the Promotion Period and follow the on-screen instructions to complete the entry form by providing the required information to access the Promotion (including, but not limited to, your date of birth, state of residence, and email address); and then follow the Website's instructions to reveal the online "scratch card" (a "Promotion Play") to see whether your Promotion Play results in a winning message or not. No product purchase is necessary to play or win. If your Promotion Play results in a non-winning message, you did not win a prize.

To be eligible, your online participation must be completed no later than 11:59 PM ET on September 6, 2021. Late participation will be void and ineligible. All submitted information becomes property of Sponsor and may not be acknowledged. Multiple participants are not permitted to share the same email address. For clarity, limit one e-mail address per participant. The use of any device or technique to automate participation in the Promotion, including but not limited to, participation using any bot, macro, script, hack, on-line sweepstakes service or form-filling software (or any other devices or techniques intended to automate any part of participation in the Promotion) is prohibited. Participation by any means which subvert the participation process as described herein will be void. If Sponsor or its designee, in its sole discretion, determines that any participant has used any device or technique to automate or subvert the participation process or participation limits, all participation by that participant will be void and future participation attempts by the participant at issue may be blocked. Normal Internet access and usage charges imposed by a participant's online service provider will apply. Participants are solely responsible for internet access and usage charges incurred during participation in the Promotion, if any. Note that free internet access is available at most public libraries. If you opt to use a wireless mobile device to participate, standard data rates and other charges may apply (regardless of whether you are successful in completing a Promotion

Play); check with your mobile carrier for rates/details. Sponsor reserves the right to cancel, terminate, modify, or suspend the Promotion in the event that fraud or other circumstances prevent the Promotion from running as planned, as more fully detailed in Section 9 below.

5. HOW TO CLAIM A PRIZE IF YOU ARE A POTENTIAL WINNER: If, in connection with your eligible Promotion Play, a valid winning message and prize description are displayed, you are the potential winner of that prize, subject to verification of the Promotion Play, your eligibility, and your continued compliance with these Official Rules (a "Potential Winner"). If you are a Potential Winner, you should expect an email from Sponsor or its designee with further prize claim and eligibility verification instructions, within two (2) weeks of your winning Promotion Play. Sponsor shall not be liable for internet connectivity or other web browser issues. Prize claims are subject to additional verification and restrictions, see Section 7 below for additional details.

6. PLAYER POOLS/PRIZES/WINNER DETERMINATION/ODDS: Promotion players will be assigned to one of the following "Player Pools" based on their state of residence, and the stated number of prizes will be allotted for each Player Pool as follows:

- AL, GA, and NC: 1 prize total for this Player Pool
- CA: 10 prizes total for this Player Pool
- TX: 3 prizes total for this Player Pool
- HI: 1 prize total for this Player Pool
- AZ: 1 prize total for this Player Pool
- NV: 2 prizes total for this Player Pool
- OR and WA: 1 prize total for this Player Pool
- IA, IL, IN, NE, OH: 1 prize total for this Player Pool
- AK, AR, CO, CT, DC, DE, FL, ID, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, ND, NH, NJ, NM, NY, OK, PA, RI, SC, SD, TN, UT, VA, VT, WA, WI, WV, and WY: 11 prizes total for this Player Pool

Each prize pack will consist of a branded YAK yakitori grill, grilling/dining accessories, and an ASOBU insulated koozie, all as selected by Sponsor in its sole discretion. The approximate retail value of each individual prize pack is \$450.

A randomly selected time during the Promotion Period (each, a "Winning Time") will be selected and assigned to each prize by an independent judging organization chosen by Sponsor in its sole discretion. The first Eligible Participant in a particular Player Pool to complete a valid Promotion Play at or after a Winning Time (if assigned to a prize in the Eligible Participant's Player Pool) will win the corresponding prize, subject to validation of the Promotion Play, verification of participant's eligibility, and participant's continued compliance with these Official Rules. The Winning Times will be randomly determined via a computer program. All Promotion Plays are subject to verification by Sponsor or its designee, whose decisions are final and binding. A participant will only be deemed the winner of a prize once his/her eligibility and the validity of his/her Promotion Play have been verified by Sponsor or its designee, regardless of any message displayed in connection with such participant's Promotion Play. Screen shots or any other purported evidence of winning will not be accepted in place of Sponsor's own methods of Promotion Play verification. Decisions of Sponsor are final, binding and conclusive in all matters related to the Promotion. Any Promotion Play that occurs after the system has failed for any reason is void and will not be honored. The odds of winning a prize depend on the number of eligible Promotion Plays and the timing of such Promotion Plays, within a particular Player Pool. **Limit one (1) prize per person, household/address, and/or email address.**

7. WINNER NOTIFICATION AND GENERAL PRIZE RESTRICTIONS: The names of potential winners may be announced online prior to verification, however any such announcement is not a guarantee of eligibility. Each potential winner will be notified via email to verify their eligibility and ability to accept the prize, and to obtain their complete contact information and proof of age. Any such email message will instruct the potential winner to reply as specified within three (3) full business days (measured in the local time zone) after the time that the notification message was sent. Potential winner must reply as instructed to identify him/herself, confirm their eligibility and ability to accept the prize, and provide his/her complete contact information along with a copy of their government-issued photo ID as proof of age within such three (3) full business day period, or they will be disqualified. In Sponsor's sole discretion, a potential winner may only be notified one time as set forth above for attempted prize notification. Each potential winner may

subsequently be required to complete and return a declaration of eligibility, a liability release and (where legal) a publicity release, within the time period specified by Sponsor at the time of such request. Proof of identity, age, and legal residence may be required to claim a prize. Any winner or potential winner may be disqualified in Sponsor's sole discretion if: (a) they fail to reply or to provide any required information or properly completed documents within the required time period; (b) they fail to comply with any of the terms of these Official Rules; or (c) if any prize or prize notification is returned as undeliverable. In the event of prize forfeiture or the disqualification of any winner, at Sponsor's sole discretion the forfeited prize may be awarded by adding a new corresponding Winning Time to occur randomly in the applicable Player Pool during the remainder of the Promotion Period, or, if insufficient time remains during the Promotion Period, by: [a] awarding the prize to the participant in the same Player Pool who participated next after the applicable disqualified participant, pending verification of eligibility; or [b] by awarding the prize to a participant drawn at random from among all eligible Promotion Plays received during the Promotion Period for the applicable Player Pool, pending verification of eligibility. If any prize remains unclaimed after three (3) potential winners have been notified for that prize, the prize may remain unawarded, in Sponsor's sole discretion. Unclaimed prizes will not otherwise be awarded. No responsibility is assumed by Sponsor for any incorrect or missing contact information associated with a participant, or for any change of a participant's contact information after participation. Any prize details and restrictions not specified will be determined by Sponsor in its sole discretion. All other costs and expenses associated with acceptance and use of a prize not specified herein as being awarded are the sole responsibility of the winners. No prize transfer. Unless otherwise specified herein, no prize substitution except at Sponsor's sole discretion due to unavailability, in which case a prize of comparable or greater value will be awarded. Sponsor will not replace any lost, damaged or stolen prizes. All taxes (including without limitation Federal, state and local taxes) in connection with a prize, and the reporting consequence thereof, are the sole responsibility of the applicable winner. Sponsor makes no representations regarding the tax liability associated with any prize, and winners are advised to seek counsel regarding any tax liabilities associated with their prize. Prizes are awarded as-is and without warranty of any kind, implied or express. Any difference between the approximate value and actual value of a prize (or any substitution prize) will not be awarded. Under no circumstances will alcoholic beverages be provided as part of a prize. Winners should expect to receive their prizes within approximately 4 to 6 weeks following winner confirmation. Prizes will only be shipped to a valid mailing address in the 50 United States or the District of Columbia (**no PO boxes**).

8. RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Promotion, participants agree to release and hold harmless Sponsor and its parents, subsidiaries, affiliates, advertising and promotion agencies, and any alcohol beverage wholesalers and retailers, together with the respective officers, directors, shareholders, employees, and agents of each (aforementioned individuals and organizations collectively, the "Released Parties") from and against any and all losses, damages, rights, claims and actions arising out of such participant's participation in the Promotion or their receipt or use/misuse of any prize, including, but not limited to: (a) unauthorized human intervention in the Promotion; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors or any errors made in the advertisement of the Promotion; (d) errors in the administration of the Promotion or the processing of participant information or Promotion Plays; (e) changes to social media platform policies and procedures that may interfere with the operation of the Promotion; (f) content filtering or any malfunction/error/failure which may impact the accessibility of Promotion information, or the transmission or receipt of winner verification notices (or other communications with winners or potential winners); (g) claims based on publicity rights, defamation and/or invasion of privacy and the collection, use and/or sharing by Sponsor of personally identifiable information of the participants; or (h) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's participation in the Promotion or receipt of any prize. Participants further agree that in any cause of action, the Released Parties' liability will be limited to the cost of participating in the Promotion, and in no event shall the Released Parties be liable for attorney's fees. Participants waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Without limiting the foregoing, the Promotion, all prizes, and all materials provided on or through any Promotion-related website are provided "as is" without warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

9. GENERAL Released Parties and Internet/wireless access providers are not responsible for late, lost, stolen, misdirected, delayed, illegible, inaccurate, or incorrect Promotion Plays, forms, or prize claims, or for other failures, problems, malfunctions or errors whether caused by equipment, software, human error or otherwise relating to or in connection with the Promotion, including, without limitation, errors which may occur in connection with the administration of the Promotion, the processing of Promotion Plays or prize

claims, the announcement of the prizes or winners, or for printing, typographical, human, seeding or other errors in connection with this Promotion or other such errors appearing in these Official Rules or other Promotion-related materials. Promotion Plays are void if not made in accordance with these Official Rules, or if any part is tampered with in any way, or if they contain (or are the result of) any error. Released Parties will have no liability for Promotion Plays which contain (or are the result of) technical, typographical, or other errors, except the Sponsor may replace such Promotion Plays with properly functioning Promotion Plays or a replacement prize opportunity of equivalent odds and value, while supplies last. Although Sponsor attempts to ensure the integrity of the Promotion, Released Parties are not responsible for the actions of participants or other individuals in connection with the Promotion, including participants' or other individuals' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Promotion. Released Parties are not responsible for injury or damage to participant's or to any other person's computer(s), wireless devices, other equipment or person(s), related to or resulting from participation in the Promotion or downloading materials from or using any website. In the event of any conflict between any Promotion details contained in these Official Rules and Promotion details contained in any Promotion advertising materials or disclosures, the details of the Promotion as set forth in these Official Rules shall prevail. If, for any reason and at any time, the Promotion is not capable of running as planned by reason of damage by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical limitations or failures, by reason of any acts of God, terrorist acts, disease, pandemic, earthquake, war, fire, flood, unusually severe weather, strikes or legal disputes (whether legal or illegal), industry conditions, bankruptcy or liquidation, marketplace demands, applicable law, unforeseen or unavoidable obstacles, or any other causes which, in the sole opinion of Sponsor, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Promotion, Sponsor reserves the right in its sole and absolute discretion to cancel, terminate, modify, or suspend all or any part of the Promotion, and to select winners in a random drawing from among all eligible non-suspect Promotion Plays (if any) and/or prize claims received up to the time of such cancellation, termination, modification, or suspension, (if any) as applicable, or to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion. You are not a winner until your Promotion Play has been verified and you have complied with these Official Rules. No prize will be awarded in connection with any participation that occurs while the Website is not operating according to Sponsor's intention. In no event will Sponsor be obligated to award more prizes than the number of prizes stated in these Official Rules, at any prize level. If, due to a technical, typographical, mechanical or other error, the number of prize claims received is greater than the listed number of prizes at any prize level, such listed number of prizes (or in Sponsor's sole discretion, the number of available prizes remaining at such prize level, at the time such error is discovered) will be awarded in a random drawing from among all entrants who: [a] submit a legitimate prize claim for that level; and [b] have not already received one of the applicable prizes prior to the discovery of such error. By participating in this Promotion, participants agree to waive any right to claim ambiguity or any deficiency in these Official Rules or the Promotion, including its administration. When terms such as "may" are used in these Official Rules, Sponsor has sole and absolute discretion.

10. CONDUCT: By participating in this Promotion, participants: (a) fully and unconditionally agree to be bound by these Official Rules and by all decisions of Sponsor and its designees (which decisions shall be final and binding in all respects), including without limitation decisions regarding eligibility, winners and the interpretation of terms used in these Official Rules; (b) represent and warrant that all information provided by participant in connection with the Promotion is true, accurate and complete; and (c) agree to comply with all federal, state and local laws and regulations. Sponsor reserves the right, at any time and at its sole discretion, to disqualify and/or deem ineligible to participate in this Promotion or any future Sponsor promotions, any individual it suspects: (a) to be tampering with the participation process or the operation of the Promotion or any website; (b) to be acting in violation of these Official Rules or Sponsor's privacy policy or other terms, conditions or guidelines; (c) to be acting in bad faith or in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (d) to have failed to agree to these Official Rules; or (e) to be in violation of these Official Rules. CAUTION: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF THESE OFFICIAL RULES AS WELL AS CRIMINAL AND CIVIL LAWS. SHOULD SPONSOR BELIEVE OR BECOME AWARE THAT SUCH AN ATTEMPT HAS BEEN, IS BEING, OR WILL BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY RESPONSIBLE PARTICIPANT(S) AND OTHER RESPONSIBLE INDIVIDUAL(S) IN THE ATTEMPTED DAMAGE TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION CRIMINAL PROSECUTION.

11. PUBLICITY: By participating, you grant to Sponsor and its affiliated companies the right, except where prohibited by law, to use your name, likeness, picture, address (city and state), social media handle(s), voice, biographical information, and written or oral statements (the "Materials"), for advertising and promotional purposes in promoting or publicizing Sponsor, its affiliated companies, and the products or services of each, in any and all media without limitation as to time or territory, without compensation unless required by law. You shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of the Materials.

12. ARBITRATION/CHOICE OF LAW: Except where prohibited, by participating in the Promotion each participant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Promotion, or any prize awarded, or the determination of the winner(s), shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules of the American Arbitration Association, then effective; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Promotion but in no event attorneys' fees; (c) under no circumstances will a participant be permitted to obtain awards for and participant hereby waives all rights to claim punitive, special, indirect, 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; and (d) a participant's remedies are limited to a claim for money damages (if any) and each participant hereby irrevocably waives any right to seek injunctive or equitable relief. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant and/or Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York with jurisdiction and venue in New York, without regard for conflicts of law doctrine, and all proceedings shall take place in the appropriate court located in Westchester County, State of New York.

13. SEVERABILITY/HEADINGS: If any provision of these Official Rules is found to be void or unenforceable for any reason, then that provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions. Headings and captions are used in these Official Rules solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.

14. COLLECTION AND USE OF PERSONAL INFORMATION: By participating in the Promotion, participants agree and consent to Sponsor's collection, use and retention of their personal information provided in the course of their participation for all purposes related to the Promotion (including, without limitation, processing and administering Promotion Plays, sharing a participant's personal information with Sponsor's service providers, contractors, prizing partners, etc. as necessary to conduct and operate the Promotion, communicating with and awarding prizes to winners, making public announcements about winners, and advertising, promoting and publicizing the Promotion), as well as in accordance with Sponsor's Privacy Policy published at <https://sapporobeer.com/our-policies/privacy-policy/>. **Please review Sponsor's Privacy Policy before participating.** If you object to the above or anything stated in Sponsor's Privacy Policy, you should not participate in the Promotion.

15. WHO WON?: For the first name, last initial, city, and state of the winners, mail a self-addressed, stamped envelope to be received by November 30, 2021 to: Sapporo Summer Grilling Promotion 2021 Winners, PMI Station, PO Box 750, Southbury, CT 06488-0750. Winners may also be announced on the Sponsor's website and/or social media accounts, at Sponsor's sole discretion.

The above referenced promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Any third-party trademarks mentioned herein or in any Promotion advertising are the property of their respective trademark owners. The use or mention of such third-party trademarks in these Official Rules or in the Promotion is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Promotion.

Sponsor: Sapporo U.S.A., Inc., 303 South Broadway, Suite G40, Tarrytown, NY, 10591
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