

The Bent Water
Mountain Bike Giveaway

Official Rules

1. **NO PURCHASE NECESSARY. To Enter:**

Visit <https://www.bentwaterbrewing.com/about-us/bike> any time between July 23, 2021 and November 30, 2021 and follow the directions to complete and submit the entry form. Entries must be complete to be eligible. **Limit one (1) entry per person or email address.** Providing an invalid email address, invalid personal information, multiple entries, or otherwise failing to abide by these Official Rules will result in Sweepstakes disqualification. Entries must be submitted by 12:00 noon ET on November 30, 2021. In the event of a dispute regarding the identity of any entrant, the entry will be deemed made by the person identified as the authorized account holder of the email address submitted at the time of entry (i.e., the natural person who is assigned to 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 email address). By entering, participant agrees to receive future email communications and offers from Bent Water Brewing Co. ("Sponsor"); you will have the opportunity to opt-out in each communication.

2. **Drawings:**

Winner will be selected via random drawings on or about December 1, 2021, from among all eligible entries received by the deadline. Drawings will be conducted by Sponsor, whose decisions in all matters relating to this Sweepstakes are final. Potential winner will be notified by email from Sponsor, and will be required to complete an Affidavit of Eligibility or Winner Verification and release form within seven (7) days of the date of the notification. Any potential winner who fails to respond to the winner notification or is found to be ineligible will be disqualified, and an alternate winner will be randomly selected from the remaining pool of participants received for the original drawing.

3. **Prizes:**

One (1) Grand Prize: a custom Specialized mountain bike with Bent Water logo. Approximate maximum retail value of Grand Prize = \$5,000. Prize may not be transferred or redeemed for cash, in whole or in part. Winner is solely responsible for any applicable taxes on the value of the prize won. No substitution for prize, except by Sponsor as may be necessary due to unavailability. If originally-offered prize is unavailable at the time of award, Sponsor may substitute an item of comparable or additional value. By accepting a prize, winner agrees to grant to the Sponsor and its promotion partners the right without limitation to use the winner's name, picture, portrait or likeness, and voice in any future promotional material connected with this Sweepstakes in any and all media, now known or hereafter devised, without further compensation, where permitted, and that such use can be made without prior inspection or approval of the use of any copy used in connection with it. No more than the stated number of prizes will be awarded. Odds of winning are dependent upon the total number of entries received.

4. **Eligibility:**

The Sweepstakes is open to legal residents of ME, NH, MA, RI, NJ, PA, FL and OH, 21 years of age or older at the time of entry. Not open to employees and their families (spouses, parents, children/siblings and their respective spouses, and those living in the same household) of Bent Water Brewing Co., their subsidiaries, affiliates, participating retailers, promotion partners, advertising and production agencies, and Promosis, Inc. All federal, state, and local laws and regulations apply. Entrants agree to the release of their name, address, and email information to Sponsor for winner notification purposes and for public winner disclosure, as required by law. Sweepstakes is void where prohibited, and is subject to all applicable laws and regulations.

5. **Limitation of Liability:**

Sponsor and their promotion partners and affiliates are not responsible for typographical errors in any Sweepstakes-related materials; for lost, late, misdirected, or incomplete registrations/entries or email; for technical, hardware, software, Internet, or telephone failures of any kind; for lost or unavailable network

connections; for viruses; for failed, incomplete, garbled, or delayed computer transmissions that may limit or interfere with a participant's ability to take part in the promotion. Entries generated by script, macro, or other automated entry devices are not valid and will be disqualified. Sponsor reserves the right to disqualify and seek prosecution of any entrant who disrupts or interferes with the proper play of the Sweepstakes, or acts in violation these Official Rules in any way. Sponsor reserves the right to cancel or modify promotion if fraud or technical failure compromises the integrity of the promotion, or corrupts or impairs the administration, security, fairness, or proper play of the Sweepstakes, as determined by Sponsor in its sole discretion. If Sweepstakes is canceled for any reason, including but not limited to those stated above, winner will be determined via random drawings from among all eligible entries received up to the time of cancellation. Sponsor and its promotion partners, related companies, agencies, and their respective employees or officers shall not be liable for injury, losses, damages, or costs of any kind resulting from participation in this promotion, or acceptance of or use or misuse of a prize or parts thereof. By entering, participants agree to be bound by these official rules.

By participating in the Sweepstakes, each entrant releases and holds harmless and agrees to indemnify Sponsor and its respective parent companies, subsidiaries, affiliates, advertising agencies, public relations agencies, prize suppliers, including any vendors providing services, and each of their respective subsidiaries, affiliates shareholders, officer, directors, agents, representatives and employees (collectively, the "Released Entities") in connection with this Sweepstakes and hold them harmless from and against any and all costs, claims, damages, (including, without limitation, any special, incidental or consequential damages), or any other injury, whether due to negligence or otherwise, to person(s) or property (including, without limitation, death or violation of any personal rights, such as violation of right of publicity/privacy, libel, or slander), due in whole or in part, directly or indirectly, to participation in the Sweepstakes, or arising out of participation in any Sweepstakes related or prize related activity, or the receipt, enjoyment, participation in, use or misuse, of any Sweepstakes or prize related activity, whether hosted by Sponsor or a third party. This promotion is in no way sponsored, endorsed, or administered by, or associated with Specialized, Facebook, Instagram, or Twitter, nor are they responsible for prize awards.

6. Dispute Resolution:

THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Massachusetts having jurisdiction. Further, in any 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 reasonable attorneys' fees, other than participants' actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

7. Winners List:

For the name of the winner, send a standard-size postcard, only, with your return address to: Bent Water Mountain Bike Giveaway Winners List, Bent Water Brewing Co., Attn: Marketing, 180 Commercial St., Unit 18, Lynn, MA 01905. Requests must be received by February 28, 2022. Winners List will be available only after winner has been verified and prizes officially awarded. Do not send entries or other correspondence to this address.

8. Sponsor:

BWBC1LLC DBA Bent Water Brewing Co., 180 Commercial St., Unit 18, Lynn, MA 01905