

## **MILLER LITE® UGLY SWEATER INSTANT WIN GAME**

### **OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER, WIN, OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.**

The Miller Lite® Ugly Sweater Instant Win Game ("Promotion") is sponsored by MillerCoors LLC ("Sponsor"), 3939 W. Highland Blvd., Milwaukee, WI USA 53201 and is administered by Prize Logic, LLC ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI USA 48033.

- 1. PROMOTION PERIOD:** The Promotion begins at or about 12:00 PM Central Time ("CT") on November 1, 2017 and ends at 11:59:59 PM CT on December 31, 2017 ("Promotion Period"). The Administrator's computer is the Promotion official clock.
- 2. ELIGIBILITY:** This Promotion is offered only to legal residents of the fifty (50) United States and the District of Columbia who are at least twenty-one (21) years old at the time of entry. Employees, directors, officers, and agents of Sponsor, Administrator, and each of their respective parent companies, divisions, dealers, affiliates, subsidiaries, distributors, advertising and promotional agencies and suppliers involved in the Promotion ("Promotion Entities"), as well as the members of each of their immediate families (spouse, parents, children, siblings, and in-laws) and persons residing in the same household as such individuals are not eligible to enter or win. Employees, agents and officers of alcohol beverage retailers and distributors and their immediate family members and all other individuals/entities associated with this Promotion are not eligible to enter or win. Void where prohibited or restricted by law.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Promotion. For purposes of the Promotion, an entrant's residential address and e-mail address will be the physical address and e-mail address submitted at registration. Entrants will not be allowed to change their physical address or e-mail address. Each Entrant may be required to furnish proof of identification and other proof of eligibility under these Official Rules.

- 3. HOW TO PARTICIPATE IN THE PROMOTION:** An entrant may either use one (1) of the keywords listed in the table in Section 4A (each a "Keyword") or a Game Play Code (defined below) to participate. During the Promotion Period, there are two (2) ways to obtain a Game Play Code.

#### **A. How to Acquire a Game Play Code:**

- i. Purchase a Specially Marked Miller Lite Cup:** During the Promotion Period, an eligible entrant may visit a participating location and purchase a specially marked Miller Lite cup ("Cup"), while supplies last. A unique game play code ("Game Play Code") can be found on each Cup.
- ii. Non-Purchase Mail-In Code Request:** To obtain a Game Play Code without making a purchase, an eligible entrant may hand-write his/her complete name (no initials), valid e-mail address, street address (P.O. Boxes not accepted), city, state, ZIP code, telephone number, and date of birth

(MM/DD/YYYY) on a 3½"x5" card ("Mail-In Request") and mail it with sufficient postage to: Miller Lite® Ugly Sweater Instant Win Game, P.O. Box 410, Southfield, MI 48037. All Mail-In Requests must be postmarked no earlier than October 26, 2017 and received on or before December 31, 2017 in order to be eligible. Once received, the eligible entrant will receive one (1) Game Play Code at the e-mail address provided. Mail-In Requests must be legibly hand-written. Mechanical reproductions, postage due, Mail-In Requests mailed in an envelope or sent in excess of the entry limits set forth below will not be accepted. Mail-In Requests received without a verifiable and legible return address will be deemed incomplete and not valid entries.

**B. How to Play the Game:** To play the game, an entrant must visit MLuglyswearer.com ("Website"). If it is the entrant's first time participating in the Promotion, the entrant must complete registration by entering the information requested on the registration form, which may include, without limitation: his/her first and last name (initials are not permitted), e-mail address, complete mailing address (P.O. Boxes are not permitted), date of birth, telephone number, affirmation he/she has read and agrees to be bound by these Official Rules, and preferred sweater size (for the event that entrant is a confirmed prize winner). An entrant may then follow the instructions to submit his/her Game Play Code or a Keyword, after which the entrant will receive one (1) game play ("Game Play") for the applicable prize pool (see Section 4A table). Note: An entrant using any Keyword other than the Keyword "SWEATER" will receive one (1) Game Play for the respective Keyword prize pool and one (1) Game Play for the Keyword "SWEATER" prize pool. A "win" or "lose" message will appear on-screen following the Game Play. A potential winner will receive an e-mail confirmation within approximately twenty-four (24) hours from the time his/her Game Play Code is submitted. Residents of New Jersey will be sent a "win" or "lose" message by e-mail within approximately twenty-four (24) to forty-eight (48) hours from the time of his/her Game Play Code is submitted.

**Each entrant who receives a winning notification will be deemed a potential winner, pending verification of the entrant's eligibility and compliance with these Official Rules, as determined by Sponsor in its sole discretion. Each winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules. Message and data rates may apply. Entrants should consult their wireless provider's pricing plans.**

**NOTE:** An entrant may receive a link to the Website via the SnapChat application. An entrant may sign in to his/her SnapChat application and center the SnapCode in the camera. Once completed, the entrant will receive a link to the Website. An entrant must have a SnapChat account to request a link to the Website. If an entrant does not have a SnapChat account, he/she can create one at no cost by downloading the SnapChat application. Please note that an entrant must agree to comply with the Snap Inc. Terms of Service (<https://www.snap.com/en-US/terms/>) and Privacy Policy (<https://www.snap.com/en-US/privacy/privacy-policy/>) in order to create a SnapChat account to request a link to the Website. This Promotion is in no way sponsored, endorsed, or administered by, or associated with, Snap Inc. Each entrant agrees to release Snap Inc. from any and all liability associated with this Promotion.

**Entry Limit:** Limit three (3) Game Plays, including no more than one (1) Game Play using a Keyword, per person per day during the Promotion Period. If more than the above numbers of Game Plays are received from the same person and/or e-mail address in a single day, Game Plays received in excess of the limit will not be considered valid. A “day” is defined as starting at 12:00 AM CT and ending at 11:59:59 PM CT on a calendar day during the Promotion Period, except on November 1, 2017 when a day is defined as starting at 12:00 PM CT and ending at 11:59:59 PM CT. All Game Plays must be completed and received by Sponsor or its authorized designee by 11:59:59 PM CT on December 31, 2017. In the event that a household, based on address, enters the Promotion using more than five (5) unique e-mail addresses, all of the Game Play entries associated with that household (determined by Sponsor or Administrator at their sole discretion) will be disqualified.

**4. PRIZE POOLS, PRIZES, APPROXIMATE RETAIL VALUE (“ARV”), AND ODDS OF WINNING:**

**A. Prize Pools:** The following prize quantities will be available in each prize pool (“Prize Pool”), as determined by the Game Play Code or Keyword:

<b>Prize Pool – Game Play Code or Keyword (each italicized word is a Keyword)</b>	<b>Prize Quantity</b>
Game Play Code	3,780
<i>SWEATER</i>	1,000
<i>HOLIDAY</i>	50
<i>CHEER</i>	20
<i>UGLY</i>	40
<i>MLHOLIDAY</i>	76
<i>FESTIVE</i>	20
<i>LITE</i>	10
<i>SNOWFLAKE</i>	35
<i>REINDEER</i>	100
<i>CELEBRATE</i>	96
<i>DECORATE</i>	48
<i>GIFT</i>	48
<i>HAPPY</i>	144
<i>JOLLY</i>	48
<i>JOY</i>	144
<i>MERRY</i>	96
<i>TRADITION</i>	75

**B. Prizes (5,830):** The prize is a Miller Lite branded “ugly sweater” (“Prize”). All Prize sizes and design elements are subject to Sponsor’s sole discretion, but Sponsor will attempt to send winners the sizes selected at registration, subject to availability. Five thousand eight hundred thirty (5,830) Prizes will be available in the Promotion (distributed among Prize Pools according to the table in Section 4A). The ARV of each Prize is \$60.

**C. Total ARV:** The total ARV of all Prizes available in the Promotion is \$349,800.

**D. General:** The total number of Prizes will not exceed the number of Prizes set forth above. All Prizes will be awarded provided there are a sufficient number of eligible winners. Prizes

that are unclaimed, unredeemed or returned as undeliverable may not be awarded. If, for any reason, more Prize notifications are sent (or more claims are received) than the number of Prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of Prizes through a random drawing from among all eligible Prize claims received. **Limit of one (1) Prize per person/e-mail address.** No Prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a Prize or force majeure. All potential winning Game Plays are subject to verification by Sponsor or Administrator, whose decisions are final and binding. An entrant is not a winner of any Prize, even if the Promotion should so indicate, unless and until entrant's eligibility and the potential winning Game Play have been verified and entrant has been notified that verification is complete. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any Game Play that occurs after the system has failed for any reason is deemed a defective play, is void, and will not be honored.

**E. Odds of Winning:** To be a winner, an entrant's Game Play must have occurred at the exact randomly predetermined winning time as determined by Sponsor and/or Administrator or, if a Game Play does not occur at the exact randomly predetermined winning time, entrant's Game Play must be the first Game Play following the predetermined winning time. The number of Prizes available to be won will decrease during the Promotion Period as Prizes are awarded and claimed.

**5. HOW TO CLAIM A PRIZE:** Potential winners are subject to verification of eligibility and compliance with these Official Rules. Potential winners will be notified by e-mail and will have their Prizes mailed to them at the physical addresses provided at registration within approximately one (1) to four (4) weeks. The Promotion Entities shall not be held responsible for any delays in awarding a Prize for any reason. If a potential winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept a Prize, or any winner notification is returned as undeliverable or a potential winner fails to respond to a winner notification within the timeframe specified in such winner notification, the Prize may be forfeited. If a Prize is forfeited for any reason, it may be awarded to an alternate potential winner, at the Sponsor's sole and absolute discretion, selected at random from the remaining pool of eligible Game Plays received during the Promotion Period, time permitting. If, after a good-faith attempt, Sponsor is unable to award or deliver a Prize, the Prize may not be re-awarded. Prizes are not transferable and include only the items specifically listed as part of each Prize. Any portion of a Prize not accepted by a winner will be forfeited. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any Prize won. Approximate retail values are as of the time these Official Rules were printed and the value of a Prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the Prize at the time the Prize is awarded. All other costs and expenses not expressly set forth herein shall be solely each winner's responsibility. Each Prize will only be awarded to a verified winner.

**6. LIMITATION OF LIABILITY:** By participating in this Promotion, entrants agree that the Promotion Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each of their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability;

(iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Promotion; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Promotion and/or accepting a Prize; and (viii) Game Plays that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Promotion Entities are not responsible for any undelivered text messages or e-mails, including without limitation, e-mails that are not received because of an entrant's privacy or spam filter settings that may divert any winner notification or other Promotion related e-mail to a spam or junk folder.

By entering the Promotion, each entrant agrees: (i) to be bound by these Official Rules, (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Promotion, including, but not limited to, any Promotion-related activity or element thereof, and the entrant's Game Plays, participation or inability to participate in the Promotion; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, a Game Play is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as a Game Play in the Promotion, entrant's sole remedy is to enter the Promotion again to receive another Game Play. If, for any reason, the Promotion is not capable of running as planned or the integrity or feasibility of the Promotion is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of winners in a manner it deems fair and reasonable, including the selection of winners from among eligible Game Plays received selected prior to such cancellation, termination, modification or suspension without any further obligation provided a sufficient number of eligible Game Plays are received. If Sponsor, in its discretion, elects to alter this Promotion as a result of a Force Majeure event, a notice will be posted at the Website. In the event that, due to technical, typographical, mechanical or other errors, there are more winners than are stated in these Official Rules, a

random drawing among the claimants will be held to determine the winners. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more Prizes are claimed than are intended to be awarded for any Prize according to these Official Rules, the intended Prizes will be awarded in a random drawing from among all verified Prize claims. If Sponsor, in its discretion, elects to alter this Promotion as a result of a Force Majeure event, a notice will be posted at the Website.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

- 7. DISPUTES:** THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF COLORADO, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE COUNTY OF JEFFERSON, COLORADO. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN COLORADO. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN JEFFERSON COUNTY, COLORADO. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION OCCURRED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.
- 8. PRIVACY POLICY:** Any personally identifiable information collected during an entrant's participation in the Promotion will be collected by Sponsor or its designee and used by Sponsor, its affiliates, designees, agents and marketers for purposes of the proper administration and fulfillment of the Promotion as described in these Official Rules and at Sponsor's privacy policy at <http://www.millerlite.com/legal/privacy>.
- 9. PUBLICITY RIGHTS:** By participating in the Promotion and/or accepting a Prize, each entrant agrees to allow Sponsor and Sponsor's designee the perpetual right to use his/her name, biographical information, photos and likeness, voice recording, video images and all related footage, and statements for Promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered worldwide, including but not limited to television (including live television), radio, and the Internet, without notice, review or approval and without additional compensation except where prohibited by law.

**10. GENERAL:** This Promotion is subject to all federal, state and local laws and regulations. Winning a Prize is contingent upon fulfilling all requirements set forth herein. Any attempted form of participation in this Promotion other than as described herein is void and will result in disqualification, and if such person is selected as a potential winner, revocation of his/her Prize. If it is discovered or suspected that a person has registered or attempted to register or receive Game Plays using multiple telephone numbers, identities or IP addresses, or use of proxy servers, or like methods, all of that person's Game Plays will be declared null and void and that person will not be awarded any Prize that he/she might have been entitled to receive and such Prize may be forfeited at the Sponsor's sole and absolute discretion. Sponsor reserves the right to disqualify any individual found, in its sole and absolute opinion, to be tampering with the operation of the Promotion, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Promotion. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Promotion will void any attempted participation effected by such methods and result in the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE PROMOTION OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of a dispute as to the identity of an entrant, the Game Play will be declared made by the primary account holder of the account associated with the e-mail address used when registering for the Promotion based on the applicable provider's records. A potential winner may be required to show proof of being the primary account holder. The "primary account holder" is the natural person listed as the primary owner of the mobile device and associated mobile telephone number by a mobile telephone carrier (or primary owner of the e-mail address listed by the e-mail provider). If any provision of these Official Rules or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or any Prize documents will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All Game Plays and/or materials submitted will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and the Promotion details contained in any Promotion promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Official Rules shall prevail.

**11. WINNERS LIST:** To obtain a list of the names of the winners, mail a self-addressed, stamped business-sized envelope to: Miller Lite® Ugly Sweater Instant Win Game - Winners List Request, P.O. Box 410, Southfield, MI 48037. Winners List requests must be received by March 2, 2018.

**Sponsor:** MillerCoors LLC, 3939 W. Highland Blvd., Milwaukee, WI USA 53201.