

**UBER EATS CACTI™ T-SHIRT GIVEAWAY SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER FOR A CHANCE TO WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THE SWEEPSTAKES IS INTENDED FOR VIEWING IN THE DISTRICT OF COLUMBIA, FLORIDA AND ILLINOIS ONLY AND WILL BE GOVERNED BY UNITED STATES LAW. VOID WHERE PROHIBITED.

1. **ELIGIBILITY:** The “Uber Eats CACTI T-Shirt Giveaway Sweepstakes” (“Sweepstakes”) is open to legal residents of the District of Columbia, Florida and Illinois who are at least twenty-one (21) years of age or older at the time of entry. Employees, contractors, directors, officers and agents of Anheuser-Busch, LLC, its affiliates and subsidiaries; advertising and promotion agencies, wholesale distributors, retail licensees, and all other service agencies involved with the Sweepstakes, and members of their immediate family (spouse, parent, child, sibling), are not eligible to enter or win. The Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s and Administrator’s decisions which are final and binding in all matters related to this Sweepstakes. Winning a prize is contingent upon fulfilling all requirements as set forth herein.
2. **SPONSOR:** Anheuser-Busch, LLC, One Busch Place, St. Louis, MO 63118.
3. **ADMINISTRATOR:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.
4. **SWEEPSTAKES PERIOD:** Sweepstakes begins at 12:00:00 a.m. Eastern Daylight Time (“EDT”) on July 21, 2021 and ends at 11:59:59 p.m. EDT on July 25, 2021 (“Sweepstakes Period”).
5. **HOW TO ENTER:** Visit <https://cacti.promo.eprize.com/sweepstakes/> (“Website”) during the Sweepstakes Period and follow the online instructions to complete and submit an online entry. All entries must be received and recorded during the Sweepstakes Period. Administrator’s computer is the official time-keeping device for this Sweepstakes. No other forms of entry are valid. Limit one (1) entry per person.

Automated entries are prohibited and any use of automated devices will cause disqualification. Entrants may not enter with multiple email addresses, nor use any other device or artifice, to enter multiple times or as multiple entrants. Any entrant who attempts to enter with multiple email addresses under multiple identities, or uses any device or artifice to register multiple times, will be disqualified and forfeits all prizes won, in Sponsor’s sole discretion. Multiple entrants are not permitted to share the same email address. Should multiple users of the same email account enter the Sweepstakes and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said email account at the time of entry will be considered an entrant, and must comply with these Official Rules. The authorized account subscriber is the natural person who is assigned the email address by the ISP or other organization responsible for assigning email addresses. Potential winners may be required to show proof of being the authorized account subscriber. If you are verified as a prize winner, your first name, last initial, city and state will be included in a publicly-available winner’s list.

6. **SWEEPSTAKES DRAWING:** Potential winners will be selected in a random drawing to be held on or about July 26, 2021 from among all eligible entries received by Administrator,

whose decisions are final in all matters relating to this Sweepstakes. Odds of winning depend on the number of eligible entries received. Limit one (1) Prize per person.

7. **WINNER NOTIFICATION:** All prizes will be awarded. The potential winners will be notified by email or phone and will be required to respond to the notification within twenty-four (24) hours indicating whether he/she can accept his/her prize. If no response is received within the time allotted, an alternate potential winner will be randomly selected. Any alternate potential winner selected will also be required to respond to the notification within twenty-four (24) hours. Sponsor is not responsible for suspended or discontinued Internet, wireless, or land-line phone service which may result in a potential winner not receiving initial prize notification. Potential winner may be required to complete, sign, and return an affidavit of eligibility and liability and publicity release via email, fax or overnight mail within forty-eight (48) hours of prize acceptance. Subject to verification of eligibility and compliance with the terms of these Official Rules, including verification that each winner is at least twenty-one (21) years of age or older, the potential winners will be declared the official winners of the Sweepstakes. If Sponsor cannot verify that each potential winner is twenty-one (21) years of age or older prior to winner notification, then the potential winner will be disqualified and the applicable prize will be awarded to an alternate potential winner. In the event of noncompliance within any of these time periods, prize will be forfeited and an alternate potential winner selected. Any alternate potential winner selected will also be required to adhere to the time periods described herein. Any prize notification or prize returned to the Sponsor or its agencies as undeliverable will result in disqualification and the awarding of that prize to an alternate potential winner.

8. **PRIZES:** Grand Prize (100 total): Each winner will receive one (1) "exclusive CACTI + Uber" t-shirt. Approximate Retail Value ("ARV"): \$10.00. If a winner cannot accept prize as specified, applicable prize will be forfeited and awarded to an alternate winner. Total ARV of all prizes is \$1,000.00. Any difference between stated value and actual value will not be awarded.

Prizes are non-transferable and no cash equivalent or substitution of prize is offered, except at the sole discretion of Sponsor. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. Prize winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether it, in whole or in part, is used.

If Sponsor so elects, each potential winner may be required to submit to a confidential background check. Such background check may include (but is not limited to) investigation of criminal, sexual offenses, or other arrest or conviction record, and any other factor deemed relevant by the Sponsor to help ensure that each potential winner will not bring the Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Sponsor. If requested, each potential winner agrees to sign waiver forms authorizing the release of personal and background information. In the event of noncompliance, to be determined at the sole discretion of Sponsor, prize will be forfeited and will be awarded to an alternate winner.

9. **PUBLICITY:** Acceptance of prize offered constitutes permission for Sponsor to use winner's name, voice, biographical information and/or likeness for purposes of advertising and promotion without further compensation in all media now known or hereafter discovered worldwide and on the Internet without notice or review or approval as permitted by law.

10. **RELEASE:** By accepting a prize, winner agrees to release and hold Anheuser-Busch, LLC, and Administrator harmless from all losses, damages, rights, claims and actions of any

kind resulting from acceptance, possession or use of any prize, including without limitation, personal injuries, death and property damage.

11. **GENERAL CONDITIONS:** Anheuser-Busch, LLC, Administrator, and their respective affiliates, subsidiaries, and agencies are not responsible for lost, late, misdirected, unintelligible, returned or undelivered entries, telephone calls, email, or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website, or other connections availability, accessibility or traffic congestion, miscommunications, failed computer, network, telephone, satellite or cable hardware or software or lines, or technical failure, or jumbled, scrambled, delayed or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network. Persons who tamper with or abuse any aspect of this Sweepstakes or Website, or act in violation of the Official Rules, or act in any manner to threaten or abuse or harass any person, or violate Website's terms of service, as solely determined by the Sponsor or Administrator, will be disqualified. Neither Sponsor, Administrator, nor their respective agencies are responsible for any incorrect or inaccurate information whether caused by Website users, tampering, hacking, or by any of the programming or equipment associated with or used in this Sweepstakes, and assumes no responsibility for any errors, omission, deletion, interruption or delay in operation or transmission or communication line failure, theft or destruction or unauthorized website access. Any use of robotic, macro, automatic, programmed or like entry methods will void all such entries, and may subject that entrant to disqualification. Neither Sponsor, Administrator, nor their respective agencies are responsible for injury or damage to participant's or any other person's computer or property related to or resulting from participating in this Sweepstakes. Should any portion of Sweepstakes be, in the Sponsor's or Administrator's sole opinion, compromised by virus, worms, bugs, unauthorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair administration, security, fairness or proper play of this Sweepstakes, or submission of entries, Sponsor and Administrator reserve the right at their sole discretion to suspend, modify or terminate the Sweepstakes, and randomly select the winner from valid entries received prior to action taken, or otherwise as may be deemed fair and equitable by the Sponsor. In the event of a dispute regarding the identity of an online entrant, the authorized subscriber of the email account used to enter will be deemed to be the entrant, and must comply with these rules. The authorized account subscriber is the natural person who is assigned the email address by the ISP or other organization responsible for assigning email addresses. All materials submitted become the property of Anheuser-Busch, LLC and will not be returned. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES.**

12. **DISPUTE RESOLUTION:** You agree that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Sweepstakes or the Official Rules will be resolved in accordance with the provisions set forth in this Dispute Resolution section. **PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.**

You agree that whenever you have a disagreement with Administrator or Sponsor arising out of, connected to, or in any way related to the Sweepstakes or the Official Rules, you will send a written notice to the Administrator ("Demand"). You agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Official Rules. You must send the Demand to the following address (the "Notice Address"): Legal Department, Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI

48075. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after you send a Demand. If the disagreement stated in the Demand is not resolved to your satisfaction within 10 business days after it is received, and you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). THIS ARBITRATION PROVISION LIMITS THE ABILITY OF YOU, ADMINISTRATOR, AND SPONSOR TO LITIGATE CLAIMS IN COURT AND YOU, ADMINISTRATOR, AND SPONSOR EACH AGREE TO WAIVE YOUR RESPECTIVE RIGHTS TO A JURY TRIAL OR A STATE OR FEDERAL JUDGE. YOU AGREE THAT YOU WILL NOT FILE ANY LAWSUIT AGAINST ADMINISTRATOR OR SPONSOR IN ANY STATE OR FEDERAL COURT. For any such filing of a demand for arbitration, you must effect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the AAA Consumer Arbitration Rules effective September 1, 2014 (as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate.

YOU AGREE THAT YOU WILL NOT FILE A CLASS ACTION OR COLLECTIVE ACTION AGAINST ADMINISTRATOR OR SPONSOR, AND THAT YOU WILL NOT PARTICIPATE IN A CLASS ACTION OR COLLECTIVE ACTION AGAINST THEM. YOU AGREE THAT YOU WILL NOT JOIN YOUR CLAIMS TO THOSE OF ANY OTHER PERSON. Notwithstanding any other provision in the Official Rules, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances do you, Administrator, or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator and Sponsor agree that we will submit all disputes with you to arbitration before the Arbitrator.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant, Administrator, and Sponsor in connection with the Sweepstakes, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor, shall be governed by, and construed in accordance with, the laws of the State of Missouri without giving effect to any choice of law or conflict of law rules. The place of arbitration shall be St. Louis, Missouri.

13. WINNER'S LIST: For a winner's list, visit <https://bit.ly/2UkagZF>. The winner's list will be posted for sixty (60) days after winner confirmation is complete.

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CACTI TM Agave Spiked Seltzer, IRC Beer (Ale in TX), St. Louise MO

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