

SINCE 1897



Primo

TEXT: BEACH TO: 839863
TO WIN THE ULTIMATE PRIMO BEACH KIT



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NO PURCHASE NECESSARY. PRIZES WILL NOT BE PAID FOR UNLESS OTHERWISE SPECIFIED. END OF PURCHASE PERIOD: 11/30/15. PRIZES WILL BE DRAWN ON 12/31/15. PRIZES WILL BE AWARDED TO THE WINNER OF EACH DRAWING. PRIZES ARE LIMITED TO ONE PER PERSON. PRIZES ARE VOID WHERE PROHIBITED. SEE OFFICIAL RULES FOR DETAILS. © 2015 PRIMO BREWING AND MALTING CO., HONOLULU, HI. ALL RIGHTS RESERVED. VISIT PRIMIBEER.COM FOR MORE INFORMATION. PRIZES ARE LIMITED TO ONE PER PERSON. PRIZES ARE VOID WHERE PROHIBITED. SEE OFFICIAL RULES FOR DETAILS. © 2015 PRIMO BREWING AND MALTING CO., HONOLULU, HI. ALL RIGHTS RESERVED. VISIT PRIMIBEER.COM FOR MORE INFORMATION.

PRIMO BEACH KIT TEXT-TO-WIN SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID OUTSIDE OF HAWAII, CALIFORNIA, WASHINGTON, NEVADA AND WHERE OTHERWISE PROHIBITED BY LAW.

1. **PROMOTION DESCRIPTION:** The Primo Beach Kit Text-to-Win Sweepstakes (“Sweepstakes”) begins on May 1, 2015 at 12:00:00 AM Pacific Time (“PT”) and ends on August 31, 2015 at 11:59:59 PM (PT) (“Promotion Period”). Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with, abide by, and be bound by these Official Rules and the decisions of Primo Malting and Brewing Co., 10635 Santa Monica Blvd., Ste. 350, Los Angeles, CA 90025 (“Sponsor”), which shall be final and binding in all respects.
2. **ELIGIBILITY:** Open only to legal U.S. residents residing in Hawaii, California, Washington, or Nevada who are twenty-one (21) years of age or older at time of entry. Employees of Primo Malting and Brewing Co., its parent company, affiliates, subsidiaries, prize suppliers, advertising and promotion agencies (“Promotion Entities”) and wholesalers, suppliers, distributors and retailers of alcoholic beverage licensees (collectively, “Licensees”) and immediate family members (spouses, parents, children, siblings, and their spouses) and/or individuals living in the same household as employees of Promotion Entities and Licensees are not eligible to participate. Void outside of Hawaii, California, Washington, Nevada and where prohibited by law.
3. **HOW TO ENTER:** There are two methods of entry: By text or online. No other method of entry will be accepted. **BY TEXT:** To enter the Sweepstakes via the text message method of entry, from your wireless phone, text the keyword “BEACH” to the short code “839863” (the “Short Code”) then follow the prompts to complete age verification and receive one (1) entry into the Sweepstakes. All text entries must be received by August 31, 2015 at 11:59:59 PM (PT). You may receive several text messages in response, including legal disclaimers and options to receive future promotional text messages from Sponsor. You may opt-out of receiving future messages at any time by sending the word “STOP” to the Short Code. The text messaging method of entry is designed to work with most of the major wireless service providers in the United States, but Sponsor makes no guarantee that any particular wireless service provider will participate, and the mobile phone that is used must be capable of sending and receiving text messages. Entrants should check their phone’s features to see if they have that capability. Message and data rates may apply. Wireless service providers may charge entrants for each text message, including any error message that is sent and received in connection with the Sweepstakes, based on the applicable wireless service pricing plan. Entrants

should consult their wireless service provider's pricing plan for details. Proof of text messaging the Short Code is not considered proof of delivery to or receipt by Sponsor of such entry. Entering by sending a text message will not improve your chance of winning.

In the event of a dispute regarding the individual who actually submitted a text entry, the entry will be deemed submitted by the authorized account holder of the wireless account supplied at the time of entry. The potential winner may be required to provide Sponsor with proof that he/she is the authorized account holder of the wireless account associated with the winning entry. The "authorized account holder" is defined as the natural person who is assigned by the telecommunications provider to the wireless account from which the text is submitted. If a dispute cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Promotion Entities shall not be responsible for incorrect or inaccurate entry information caused by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of the entries in the Sweepstakes. Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

ONLINE: To enter the Sweepstakes via the online method of entry during the entry period, go to <http://app.signalhq.com/form/sweepstakes/beach>. Follow the directions to complete the online entry form. Entrants must complete all data requested on the online entry form. All online entries must be received by August 31, 2015 at 11:59:59 PM (PT). Incomplete entries are void.

Limit one (1) entry per person, per day – regardless of method of entry. For purposes of this Sweepstakes, a "day" is defined as any consecutive twenty-four (24) hour time period during the Promotion Period starting at 12:00:00 AM (PT) and ending at 11:59:59 PM (PT). All entries become the property of Sponsor and will not be acknowledged or returned.

4. **RANDOM DRAWING:** Winners will be selected in a random drawing to be held on or about September 5, 2015 from among all eligible entries received by Sponsor or its designee, whose decisions are final and binding. All prize drawings will be conducted at Sponsor's offices at 10635 Santa Monica Blvd., Ste. 350, Los Angeles, CA 90025. Winners will be notified by phone, mail, overnight courier, and/or email at Sponsor's discretion. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within seventy-two (72) hours of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. Sponsor, in its sole discretion, will attempt to contact up to three (3) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. If any potential prize winner is found to be

ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such potential prize winner will be disqualified and an alternate prize winner may be selected.

5. PRIZES/APPROXIMATE RETAIL VALUES (ARV)/ODDS: One (1) Grand Prize is available – One (1) Grand Prize winner will receive one (1) Custom Beach Kit comprised of a volleyball, beach chair, towel, umbrella, and beach blanket. Total ARV of Grand Prize \$250. Odds of winning depend on total number of eligible entries received for the Promotion Period. All applicable federal, state, and local taxes, fees and surcharges on prizes are the sole responsibility of the prize winners. Where applicable, winners will receive a 1099 tax form for the actual retail value of the prize won.
6. GENERAL: Potential Grand Prize winner will be required to sign and return a notarized Affidavit of Eligibility/Liability Release including the recording of their social security number (for tax reporting purposes – as required by law) and, where permitted by law, Publicity Release within ten (10) days after first notification attempt. If prize notification or prize is returned as non-deliverable, prize may be forfeited and an alternate winner may be selected provided there is sufficient time remaining to award the prize. No correspondence will be acknowledged. No cash equivalents, substitutions or transfer of prize permitted except that Sponsor reserves the right to substitute a prize of equal or greater value in the event that an offered prize is unavailable. Prize cannot be used in conjunction with any other promotion. This Sweepstakes is governed by the laws of the United States and is subject to all applicable federal, state, and local laws and regulations. Promotion Entities will have no liability whatsoever for any injuries, losses or damages of any kind caused by any prize or resulting from acceptance, possession, use and/or misuse of any prize or participation in the Sweepstakes or any prize-related activities. Acceptance of a prize shall be construed as and signify the winner's agreement and consent that the Promotion Entities and Licensees may use the winner's name, image, voice, likeness and/or prize information, without limitation, for promotional purposes without further consideration, review, approval or payment, unless prohibited by law. This provision does not apply to winners from the state of Tennessee. Winners also grant the Promotion Entities and Licensees the right to use and publish winners' names and states of residence online, in print, and in any other media in connection with the Sweepstakes. Sponsor is not responsible for any typographical or other error in the printing of the offer or in administration of the Sweepstakes
7. LIMITATIONS AND RELEASES: Any attempted form of entry into the Sweepstakes, other than the entry methods stated, is prohibited. Promotion Entities are not responsible for lost, late, misdirected, mutilated, or illegible entries or for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware, software, electronic, network, telephone or other communications malfunctions, errors or failures of any kind, errors in transmission,

lost or unavailable network connections, telephone connections, wireless device connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture or entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed transmissions which may limit or restrict an participant's ability to enter the Sweepstakes, including any injury or damage to participant's or any other person's phone, or other matter relating to or resulting from participating in this Sweepstakes or downloading any materials in the Sweepstakes. If for any reason the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes; and award the prizes via random drawing from among all eligible non-suspect entries received up to the action taken by the Sponsor provided a sufficient number of eligible entries have been received. Caution: Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Sweepstakes is 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 of the law.

By entering, entrants release and hold harmless Sponsor, the Promotion Entities and Licensees, their respective parents, subsidiaries, affiliates, directors, officers, employees, attorneys, agents, and representatives from any and all liability for any injuries, loss, claim, action, demand or damage of any kind arising from or in connection with access to and use of the internet site <http://app.signalhq.com/form/sweepstakes/PrimoBeachKit>, the Sweepstakes or any prize won, any misuse or malfunction of any prize, participation in any Sweepstakes related activity, or participation in the Sweepstakes.

As a condition of participating in this Sweepstakes, entrant 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 of competent jurisdiction located in Milwaukee, WI, which court shall apply the laws of the state of Wisconsin without regard for rules of conflicts of law. In any such dispute, participant shall, under no circumstances, be entitled to claim punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (if any) associated with participating in the Sweepstakes, and participant hereby waives all rights to have damages multiplied or increased.

8. WINNER'S LIST: For names of winners, send a self-addressed, stamped envelope by September 15, 2015 to: Primo Beach Kit Text-to-Win Sweepstakes, Attn: 10635 Santa Monica Blvd., Ste. 350, Los Angeles, CA 90025.

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