

**BABE WINE SPIN TO WIN  
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO PARTICIPATE OR ENTER FOR A CHANCE TO WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THE INSTANT-WIN GAME IS INTENDED FOR VIEWING IN CALIFORNIA, NEW JERSEY, NEW YORK AND TEXAS ONLY AND WILL BE GOVERNED BY UNITED STATES LAW. VOID WHERE PROHIBITED.**

**1. ELIGIBILITY:**

The “BABE Wine Spin to Win” instant-win game (“Instant-Win Game”) is open to legal residents of California, New Jersey, New York and Texas who are twenty-one (21) years old at the time of entry. Employees, contractors, directors, officers and agents of Anheuser-Busch, LLC, their affiliates and subsidiaries; advertising and Promotion agencies, wholesale distributors, retail licensees, and all other service agencies involved with the Instant-Win Game, and members of their immediate family (spouse, parent, child or sibling), are not eligible to enter or win. The Instant-Win Game is subject to all applicable federal, state, and local laws and regulations. The Instant-Win Game is void where prohibited. Participation in the Instant-Win Game 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 the Instant-Win Game. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. INSTANT-WIN GAME PERIOD:**

Instant-Win Game begins at 12:00:00 a.m. Eastern Daylight Time (“EDT”) on May 1, 2022 and ends at 11:59:59 p.m. EDT on August 31, 2022 (“Instant-Win Game Period”). Administrator’s computer is the official time keeping device for this Instant-Win Game.

**3. HOW TO PARTICIPATE:**

(a) Internet: Visit [BabeWineSpinToWin.com](http://BabeWineSpinToWin.com) (“Website”) and follow the online instructions to play for a chance to win a prize (a “Play”).

(b) QR Code: Use your smart phone or other web-enabled device with data plan to scan the Instant-Win Game quick response (“QR”) code featured on signs or promotional materials at participating stores with the QR reader application already installed on your phone. You will be directed to a mobile Web page at BabeWineSpinToWin.com where you may follow the online instructions to play for a chance to win a prize (also a “Play”).

During the Instant-Win Game Period, randomly-selected times will be chosen by Administrator, whose decisions are final in all matters relating to this Instant-Win Game. For all prizes, there are randomly-selected times chosen for specified periods of time

(time periods include: May 1, 2022 – May 31, 2022; June 1, 2022 – June 30, 2022; July 1, 2022 – July 31, 2022 and August 1, 2022 – August 31, 2022, each a “Phase”); see Rule #6 for complete details. The first participant who completes a Play in accordance with these Official Rules on or immediately after a randomly-selected time will win one (1) of forty-four (44) Instant-Win Prizes (each an “Instant-Win Prize”) (subject to verification). See Rule #5 and #6 for Instant-Win Prize details. If your mobile phone, tablet or computer screen displays a prize-winning message, you are a winner of the Instant-Win Prize indicated (subject to verification). If your mobile phone, tablet or computer screen does not display a prize-winning message, you are not a winner of an Instant-Win Prize. All Plays must be received and/or recorded during the Instant-Win Game Period. Administrator’s official judging organization’s computer is the official time keeping device for this Instant Win Game. No other forms of Play are valid. Limit one (1) Play per person per day, for a maximum of up to ten (10) Plays during the Instant-Win Game Period, until he/she has won a Prize. A “day” is defined as a twenty-four (24) hour time period beginning at 12:00:00 a.m. EDT and ending on the same day at 11:59:59 p.m. EDT.

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 Instant Win Game 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. The Sponsor ran a similar Instant-Win Game from January 14, 2022 to April 30, 2022 (“Phase 1 of BABE Wine Spin to Win”). If you were deemed “ineligible” in Phase 1 of BABE Wine Spin to Win, you will also be deemed ineligible to participate in this Instant-Win Game.

## **5. WINNER NOTIFICATION AND PRIZE CLAIM VERIFICATION:**

Odds of winning depend on the date/time of entry, the number of prizes remaining available at the time of entry and number of eligible Plays received. The number of prizes available to be won will diminish as they are awarded. Winners will be notified at the time of playing as outlined in Rule #3. Sponsor is not responsible for suspended or discontinued Internet, landline or wireless service which may result in potential winner not receiving initial prize notification. Winner may be required to complete an online prize claim form. If the prize claim form is not completed and submitted as instructed within the notification message, winner will not be further contacted and such prize will be forfeited and may be awarded to an alternate potential winner. Winner may be required to complete, sign and return an affidavit of eligibility and liability and, unless prohibited by law, publicity release within three (3) days of prize acceptance. If Sponsor cannot verify

that a potential winner is twenty-one (21) years of age or older prior to winner notification, then the applicable potential winner will be disqualified and the prize may 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 Administrator as undeliverable will result in disqualification and the prize will be forfeited and the awarding of that prize to an alternate potential winner. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Limit one (1) Prize per person.

**6. PRIZE DETAILS:**

<b>Prize Quantity</b>	<b>Prize Description</b>	<b>Approximate Retail Value ("ARV")</b>
4 <i>(one (1) randomly seeded per Phase)</i>	Each winner will receive one (1) BABE branded beach cruiser.	\$207.20
8 <i>(two (2) randomly seeded per Phase)</i>	Each winner will receive one (1) Corkcicle backpack.	\$134.70
16 <i>(four (4) randomly seeded per Phase)</i>	Each winner will receive two (2) BABE branded backpack beach chairs.	\$114.50
16 <i>(four (4) randomly seeded per Phase)</i>	Each winner will receive one (1) BABE "Summer Swag Pack" consisting of: one (1) BABE t-shirt; two (2) BABE hats; two (2) BABE sunglasses; four (4) BABE tie dye coolies and three (3) BABE straws.	\$43.25

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 \$4,430.40. Any difference between stated value and actual value will not be awarded.

Limit one (1) prize per person. 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 may be awarded to an alternate winner.

**7. 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 Instant-Win Game 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.

**8. 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.

**9. GENERAL CONDITIONS:**

Anheuser-Busch, LLC, Administrator and their affiliates, subsidiaries, and agencies (collectively the "Released Parties") are not responsible for lost, late, misdirected, unintelligible, returned or undelivered entries, telephone calls, text messages, 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 Instant-Win Game 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. Released Parties are not 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 Instant-Win Game, 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.

Released Parties are not responsible for injury or damage to participant's or any other person's computer or property related to or resulting from participating in this Instant-Win Game. Should any portion of Instant-Win Game 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 Instant-Win Game, or submission of entries, Sponsor and Administrator reserves the right at its sole discretion to suspend, modify or terminate the Instant-Win Game, 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. 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; AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

#### **10. LIMITATIONS OF LIABILITY:**

Instant-Win Game materials are void if not obtained through authorized, legitimate channels, or if any part is defective, altered, duplicated, photocopied, forged, counterfeited, mutilated or tampered with in any way, or if Instant-Win Game materials contain or are the result of a printing, seeding, typographical, mechanical or other error(s), or do not contain proper security devices. No more than the stated number of prizes will be awarded. In event that production, seeding, printing or any other reason(s) cause more than stated number of prizes, as set forth in these Official Rules, to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes (previously not awarded) by random drawing from among all legitimate eligible prize claimants.

#### **11. DISPUTES:**

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 Instant-Win Game 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 Instant-Win Game 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 Instant-Win Game, 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.

## **12. PRIVACY POLICY:**

Please see Sponsor's privacy policy located at <https://drinkbabe.net/pages/privacy-policy> for details regarding the use of personal information collected in connection with this Instant-Win Game. If you are verified as the Instant-Win Game winner, your first name, last initial, city and state may be included in a publicly-available winner's list.

**13. WINNER'S LIST:**

For a winner's list, click [here](#). The winner's list will be posted for sixty (60) days after winner confirmation is complete.

**14. SPONSOR:**

Anheuser-Busch, LLC, One Busch Place, St. Louis, MO 63118.

BABE Wine, LLC, 47 West 14<sup>th</sup> Street, 3<sup>rd</sup> Floor, New York City, New York 10011.

**15. ADMINISTRATOR:**

Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

© 2022 Anheuser-Busch, LLC, St. Louis, MO

© 2022 BABE Wine, LLC, New York, NY

© 2022 Merkle Inc. All rights reserved.