

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED BY LAW. By participating in this sweepstakes, you are providing your signature, consent and agreement to receive marketing text (SMS) messages and emails from the Sponsor of this promotion. Message and data rates may apply. Reply STOP to end at any time. Participation constitutes Entrant's full and unconditional agreement to and acceptance of these Official Rules. Shipyard Live Lobster Giveaway begins at 04/27/2023 12:00 am GMT-05:00 Eastern Time and ends at 06/28/2023 11:59 pm GMT-05:00 Eastern Time ("Sweepstakes Period"). Sweepstakes is sponsored by Total Beverage Solution

**Eligibility:** Open only to legal residents of the United States, including DC, Alaska, Hawaii, U.S. Virgin Islands and Puerto Rico EXCLUDING NC, IN, MD, NC VT, and WV who are 21 years of age or older as of the Sweepstakes start date ("Entrant"). Employees, officers, and directors (including immediate family members and members of the same household) of the Sponsor, affiliated companies, subsidiaries, retailers, distributors and advertising and promotion agencies (the Administrator), and their affiliates and each of their respective employees, shareholders, officers, directors, agents, members, successors and assigns, and any other entities directly associated with this sweepstakes (collectively, "Released Parties"), are also not eligible to participate. All federal, state and local laws and regulations apply. The Sweepstakes is void where prohibited.

**How to Enter:** During the Sweepstakes Period eligible Entrants may enter the Sweepstakes in the following ways:

**Online Entry Form:** During the Sweepstakes Period, eligible Entrants can obtain Sweepstakes entry by visiting the Sponsor's website at <https://www.shipyard.com/winlobster> At the Website, Entrants will be instructed to complete and submit the Sweepstakes entry form. Entrant may or may not be required to confirm entry via text message by replying to the text message with the word YES. Each completed and confirmed entry form will generate one (1) Sweepstakes entry.

**Limit:** One entry per person, regardless of method of entry. Proof of submission of an entry is not considered proof of delivery to or receipt by Sponsor. Sponsor, the Participating Stores, the Administrator, and the Released Parties are not responsible for: (a) late, incomplete, delayed, or misdirected entries; (b) causes beyond Released Parties' reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Sweepstakes; (c) any entries submitted in a manner that is not expressly allowed under these Official Rules; (d) incorrect or inaccurate entry information; (e) any typographical or other error in the printing or advertising of this offer, in the administration or execution of the Sweepstakes, or in the announcement/notification of the prize Winner(s); or (f) cheating or fraud by any participant. All incomplete or non-conforming entries will be disqualified. All entries become the exclusive property of Sponsor and will not be acknowledged or returned except as provided herein. By participating, you consent to Sponsor's and its agents' use of your personal information for the administration of this Sweepstakes.

**Drawing and Notification:** 1 random winner(s) will be drawn on or around 06/29/2023 12:00 pm GMT-05:00 Eastern Time among all eligible entries received during the Sweepstakes Period in accordance with these Official Rules through the entry methods offered. The potential Winner(s) will be notified on or around 06/29/2023 12:00 pm GMT-05:00 Eastern Time using the information provided in their entry. All drawings will be conducted by the Sponsor whose decisions are final and binding in all matters relating to this Sweepstakes. The Sponsor will randomly select the Winner(s) at each of the drawing(s). The decisions of Sponsor are final and binding in all matters relating to the Sweepstakes. Odds of winning depend on the number of eligible entries received during the Sweepstakes Period. Winners will be notified by mobile phone, landline phone, or email and will be required to respond to the notification within forty-eight (48) hours indicating whether he/she can accept the prize. If no response is received within the time allotted, an alternate winner will be

selected. Any alternates selected will also be required to respond to the notification within forty-eight (48) hours. Sponsor is not responsible for suspended or discontinued internet, land line, or wireless service which may result in potential winner not receiving initial prize notification.

**Prize(s):** One (1) Grand Prize Six Live Lobsters, delivered via mail from GetMaineLobster.com  
Approximate Retail Value (ARV) is \$269.99.

**Prize Conditions:** By accepting any prize, the winner(s) agrees to release the Sponsor and the Released Parties from any and all liability whatsoever for any injuries, losses, or damages of any kind caused by entering the promotion or for damages of any kind caused by any prize or resulting from acceptance, possession, or use/misuse of prize awarded. No substitution or transfer of prize or election of cash in lieu of prize will be permitted. The Sponsor reserves the right at its sole discretion to substitute any part of the prize package with another prize of equal or greater value in the event that the prize (or any component thereof) is not available. Winner(s) may be required to complete and sign an Affidavit of Eligibility and Liability/Publicity Release form provided to them to be returned within 24 hours of written notification, or prize may be forfeited and an alternate winner selected. Winner(s) may also be required to disclose his/her social security number for the purpose of issuance of a Form 1099-Misc for tax purposes. Each winner(s) is solely responsible for all applicable federal, state and local taxes and/or any other fees/costs associated with the prize or receipt of the prize. By accepting a prize, winners grant permission for Sponsor and those acting under its authority to use their name, and address (city and state), photograph, voice and/or likeness, for advertising and/or publicity purposes, in any and all media (including posting on Web Site) now known or hereinafter invented without territorial or time limitations and without further notice to and without additional compensation. If you are selected as a winner, your information may also be included in a publicly-available winner's list. Limit one prize per individual, household, street address, mobile number and/or email during any one (1) year period across Sponsor's promotions.

**General Conditions:** By accepting a Prize, where permitted by law, recipient grants to the Sponsor, its parent, subsidiaries and related companies, and those acting pursuant to the authority of Sponsor (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time the recipient's full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. IN NO EVENT WILL SPONSOR, THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, ADVERTISING AND PROMOTION AGENCIES, DEALERS, DISTRIBUTORS, SUPPLIERS, PRIZE PROVIDER AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZES. By participating, entrants release and agree to hold harmless the Sponsor, their respective parents, affiliates, subsidiaries, advertising and promotion agencies, dealers, distributors, suppliers, Prize provider and their respective directors, officers, employees, representatives and agents from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize(s). Winner acknowledges that Sponsor has neither made nor is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize.

**Terms & Conditions:** This Sweepstakes is subject to all applicable federal, state, and local laws. By

entering the Sweepstakes, entrant agrees to release, discharge, indemnify and hold harmless the Released Parties, and each of their respective directors, officers, employees, shareholders and agents from any and all liability, loss, damage or injuries to any person (including death) or property of any kind sustained in connection with their participation in the Sweepstakes or from their acceptance, receipt, possession and/or use or misuse of the prize, or for any typographical or other error in the printing, offering or announcement of the prize. Entrants further acknowledge that said parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee express or implied, in fact or in law, relative to the prize, including, but not limited to, its quality or fitness for a particular purpose. By participating, entrants agree to be bound by these Official Rules and the decisions of the Sponsor, and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. Sponsor reserves the right to disqualify any entrant that Sponsor determines, in its sole discretion, violates these Official Rules. This Sweepstakes is void where prohibited.

**Limitations of Liability:** If for any reason this Sweepstakes is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes 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 in whole or in part, at any time, without notice and award the Prize using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Sponsor is not responsible for any problems or technical malfunction of any wireless telephone network, wireless signal coverage or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. CAUTION: ANY ATTEMPT 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, 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 the Winner(s) the mobile phone and/or e-mail address, the winning entry will be declared to be the authorized account holder of the mobile phone and/or e-mail address submitted at time of entry. Authorized account holder is defined as the natural person who is assigned to a mobile phone account and/or e-mail address by a wireless telephone carrier and/or Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED FIVE DOLLARS (\$5.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED FIVE DOLLARS (\$5.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES

ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**Use of Data:** All information submitted by Entrant will be treated according to Sponsor's privacy policy, available at <https://www.totalbeveragesolution.com/privacy-policy/> By participating in the Sweepstakes and providing your e-mail address and/or mobile phone number Entrant hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

**Arbitration:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with the Shipyard Win Six Live Lobsters Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action, and shall not be consolidated in any arbitration with any claim or controversy of any other party and exclusively settled by final and binding arbitration under the rules of the American Arbitration Association; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) the arbitration shall be conducted in the state of South Carolina and judgment on the arbitration award may be entered into any court having jurisdiction thereof.

**Winner(s) List:** For a Winner(s) List, visit <https://shipyard.com/winlobster> no earlier than 30 days after the Sweepstakes has ended.

**Sponsor:** Total Beverage Solution, 421 Wando Park Blvd, Mount Pleasant, South Carolina (29464)