

Official Rules for the Shipyard Brewing Biggest Pumpkinhead Fan Giveaway

ABOUT THE PRIZES: (1) Grand prize winner will win one pair of custom Pumpkinhead sneakers, one Pumpkinhead retro fleece, one pair of Pumpkinhead socks, one Pumpkinhead pint glass. (Retail Value \$245) (3) Runner Ups will receive one pair of custom Pumpkinhead sneakers (Retail Value \$150)

Sweepstakes open to U.S. residents 21 or older. Employees of Shipyard Brewing Co., LLC and its affiliated companies, agencies, suppliers, wholesalers, and retailers of alcoholic beverages and members of immediate families or households of such employees not eligible.

RULES AND REGULATIONS: Submit entry by posting on Instagram or Facebook, and tagging @shipyardbrewing and #ImAPumpkinhead. Sweepstakes runs from October 23 2023 to October 31 2023. Entries must be received by midnight on October 31.. No purchase necessary. Void where prohibited. Must be 21 years or older to enter. This prize may not be used in conjunction with any other discounts or promotions and may not be redeemed for cash. Odds of winning prize are dependant on the number of eligible entries received. The Shipyard Brewing Co., LLC, and their co-sponsors are in no way liable for injuries, property or personal damages cause directly or indirectly in conjunction with this sweepstakes; these will be the sole responsibility of the winner. Submission of entry constitutes acceptance of these official rules by entrant and use of name and image for promotional purposes. By submitting an entry you agree to let Shipyard Brewing Company and Sea Dog Brewing Company contact you by email, text or phone. Photos submitted to this giveaway may be used by Shipyard Brewing for promotion.

This contest is in no way sponsored, endorsed or affiliated with Nike, Facebook or Instagram.

NO PURCHASE NECESSARY AND NO ENTRY FEE REQUIRED TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCE OF WINNING.

ODDS OF WINNING DEPEND ON THE TOTAL NUMBER AND OVERALL QUALITY OF ENTRIES RECEIVED.

BY ENTERING THIS CONTEST, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES. FAILURE TO COMPLY WITH ANY OF THE RULES OR CONDITIONS WILL RESULT IN DISQUALIFICATION. RESTRICTIONS APPLY.

ELIGIBILITY: Each enter-to-win sweepstakes (“Promotion”) is offered and open only at participating locations to legal residents of such jurisdiction(s) as stated in point-of-sale advertisement for such Promotion who are age 21 or older at time of

entry. Void in all other states and where prohibited. Employees, officers, family members, and representatives of Shipyard Brewing Co. are not eligible to enter this Contest.

PROMOTION PERIOD: The Promotion starts on the start date indicated on the POS and, unless otherwise stated on POS, ends on or about 11:59:59 pm local time (at the participating locations) on the end date indicated on the POS (“Promotion Period”).

PRIZE(S): Prize(s) consist of the items specifically named as prizes in the POS. The number of prizes to be given away, their description(s) and approximate retail value is as indicated on the POS. Shipyard Brewing Co. and sponsors reserve the right to substitute a prize of equal or greater value. Prize(s) are not redeemable for cash. No substitution or transfer of prizes will be permitted except at Shipyard Brewing Co. or Sponsor’s sole discretion. Shipyard Brewing Co. will notify winners via social media DM one day after the end of the Promotion Period. Shipyard Brewing Co. must receive a response to the notification within two (2) calendar days of the notification date. If the potential winner fails to respond, or if the notification is undeliverable, the winner shall have forfeited the prize, and an alternative winner will be selected; however Shipyard Brewing Co. is not obligated to do so.

CONTENT SUBMISSION: All entries and all photos, included therein become the exclusive property of Shipyard Brewing Co. By entering such Contest, you: 1) grant Shipyard Brewing Co.. permission to use, in perpetuity and at our sole discretion, your name and likeness on our website and any other promotional materials, in any and all media now known or hereafter devised, without further compensation to you, unless prohibited by law; 2) represent and warrant that you are the original creator of all visual, audiovisual, and written material included in your entry, and that such material does not contain any elements created or owned by anyone else, or anything that violates a trademark, tradename, logo, likeness, copyright, patent, publicity, privacy or other rights of anyone else; 3) represent and warrant that no visual, audiovisual, and/or written material included in your entry has been produced or commercially exploited before; and 4) represent and warrant that no visual, audiovisual, and/or written material included in your entry contains any defamatory, libelous, illegal or obscene content.

DISCLAIMER, RELEASE AND INDEMNITY: By entering this Contest, each contestant agrees and acknowledges that neither Shipyard Brewing Co.. nor any of its employees, agents, representatives, contractors, service providers and professional advisers connected with this Contest (hereinafter collectively “Shipyard Brewing Co. Related Parties”) shall be responsible or liable for: (i) any late, lost, stolen, forged, mutilated, corrupted, incomplete, illegible or misdirected entries; (ii) any errors, omissions, misinformation, or misidentification in an entry; (iii) any dispute or claim arising from a contestant’s participation in this Contest or his/her entry, or his/her

receipt, ownership or use of the prize; (iv) any computer hardware, software, Internet, network, cable, phone, or other communication or technical errors, failures, malfunctions, interruptions, or delays; or (v) any damage to a contestant's or any other person's computer hardware, software or data that results from participation in said Contest or accessing, downloading or using any tools, files, data, software, or other articles or materials in connection with said Contest. Shipyard Brewing Co.. also reserves the right to prohibit the participation of any individual if fraud or tampering is suspected, or the failure to comply with any provision of these Official Rules.

By entering said Contest, each contestant agrees, to the maximum extent permitted by applicable law, to release, discharge, indemnify, defend, and hold harmless Shipyard Brewing Co.. and Shipyard Brewing Co. Related Parties from any and all claims, suits, causes of action, liabilities, damages, judgments, costs and expenses (including, without limitation, attorneys' fees) arising from or as a result of (i) his/her participation in this Contest or his/her receipt, ownership or use of any prize awarded in this Contest, (ii) his/her breach of any of the contestant representations and warranties set forth in these Official Rules, and/or (iii) his/her breach or violation of any of the other provisions of these Official Rules.

RESERVATION OF RIGHTS: Shipyard Brewing Co.. reserves the right, to the extent permitted by applicable law, to terminate, cancel, modify or suspend this Contest, in whole or in part, if fraud, technical failures or any other factor beyond Shipyard Brewing Co.'s reasonable control impairs the integrity of this Contest as determined by Shipyard Brewing Co. in its sole discretion. If this Contest or any web site associated therewith (or any portion thereof) becomes corrupted or otherwise does not permit entry, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes, in Shipyard Brewing Co.'s sole opinion, corrupt or affect the administration, security, fairness, integrity, or proper operation of this Contest, Shipyard Brewing Co. reserves the right, at its sole discretion and to the extent permitted by applicable law, to disqualify any individual implicated in such action, and/or to cancel, terminate, cancel, modify or suspend this Contest, in whole or in part. Any attempt by a contestant or any other individual to deliberately damage any online service or web site or undermine the legitimate operation of this Contest is a violation of criminal and civil laws, and should such an attempt be made Shipyard Brewing Co. reserves the right to seek damages and/or other remedies from any such person to the maximum extent permitted by applicable law. In addition, Shipyard Brewing Co. reserves the right to take down and remove any entry that becomes subject to a third-party claim for copyright infringement or for violation of any other right.

DISPUTES: This Contest is governed by the laws of the United States and the laws of the State of Maine, without respect to conflict of law doctrines.

SPONSOR: This Contest is sponsored by Shipyard Brewing Co., 86 Newbury Street, Portland, ME. See www.shipyard.com. This contest is not affiliated with Nike, Instagram, Facebook or Meta in any capacity

WINNER INFORMATION: To learn the actual number of entries received and the winners selected in this Contest, please email your request to info@shipyardbrewing.com.

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