

**“100<sup>th</sup> Brewery Toast” SWEEPSTAKES**  
**Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PRODUCT PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. INTERNET ACCESS IS REQUIRED TO ENTER.**

1. **SPONSOR.** Iowa Economic Development Authority, Iowa Tourism Office, 200 East Grand Avenue, Des Moines, Iowa 50309.
2. **ELIGIBILITY.** The “100<sup>th</sup> Brewery Toast” Sweepstakes (“Promotion”) is offered and open to legal U.S. residents 21 or older at the time of entry with a mailing address in the contiguous United States. No PO Boxes. Must be able to show proof of age to claim prize. Void where prohibited. No purchase necessary. Employees, officers and directors of the Iowa Economic Development Authority, Iowa Tourism Office (“Sponsor”) and entities involved in the preparation of materials and/or administration of this Promotion (collectively referred to herein as the “Sweepstakes Entities”) and their immediate family members (spouse, siblings, children, and parents) and those living in the same household as such individuals (whether or not related) are not eligible to enter.
3. **DRAWING ENTRY PERIOD.** Promotion starts on or about 12:00 a.m. on September 13, 2019 and ends at 11:59 p.m. on September 13, 2019 (“Entry Period”). All time referenced herein is Central time. Sponsor’s server/computer is the official timekeeping device for the Promotion. Proof that you submitted an Entry is not proof or evidence that it was received.
4. **HOW TO ENTER.** During the Entry Period, check in to a brewery location via the Iowa Wine & Beer App, available for free via the app stores on Android and iOS devices. Entries require an account on the app. **Limit one (1) Entry per app account during the Promotion.** All entries must be submitted via the Iowa Wine & Beer App. *By entering and providing your email address, you agree to receive future offers, marketing, and promotional communications from Sponsor; you may opt out at any time without affect to your Entry.*
5. **CONDITIONS OF ENTRY.** Once submitted, Entry cannot be modified, deleted, or cancelled. Entries become the property of Sponsor and will not be returned. Entries submitted through any other channel will be void and will not be considered for this Promotion. Entrants may not enter through a sweepstakes club (or similar method), with multiple identities, email and/or street addresses, nor shall Entrants use robotic, automatic, macro, programmed, or like entry methods; any such use will void all Entries and Entrant will be disqualified. In case of dispute, Entries will be declared made by the authorized account holder of the email address submitted at the time of Entry. “Authorized account holder” is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g., business, education institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Sponsor reserves the right, at its reasonable discretion to refuse, disqualify, or withdraw any Entry and/or Entrants at any time during the Entry Period. All prize awards are subject to eligibility determination and final verification by Sponsor.

Sweepstake Entities assume no responsibility for computer, telephone, cable network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt, or jumbled transmissions; nor service provider, Internet, web site, user net accessibility or availability, traffic congestion, or unauthorized human intervention or any technical or human error; or the incorrect or inaccurate capture of Entry or other information; nor for the failure to capture any such information.

6. **DRAWINGS/NOTIFICATION.** On or within ten (10) working days following the end of the Entry Period, one (1) winner will be selected to receive the “100<sup>th</sup> Brewery Toast” Sweepstakes Prize.
7. **PRIZES (1)/ODDS.** One (1) Prize will be awarded to one (1) randomly selected winner. The Prize includes a one year Iowa Brew Army Membership, a tin tacker “Brewed in Iowa” sign, an Iowa Eagle shirt, a reversible cuff logo beanie, an Iowa Eagle glass, an Iowa Eagle enamel pin and an Iowa Brewers Guild drawstring bag. The prize has a retail value of \$100. Winner will be randomly selected by Sponsor (or its authorized representative) in a random drawing from all eligible Entries received during the Entry Period. Potential winners will be notified by email (in Sponsor’s sole discretion) on or within ten (10) working days of the respective drawing and will be required to complete and return an Affidavit of Eligibility and Liability within ten (10) working days of notification or else Prize will be forfeited. The odds of winning a prize depend on the number of eligible Entries received during the Entry Period. **Limit one (1) prize per household for the duration of the Entry Period.** The specific prize is selected by the Sponsor in its sole and absolute discretion. No transfer, assignment, or substitution of prizes (in whole or in part), except Sponsor reserves the right to substitute a prize of equal or greater value. Prizes are not redeemable for cash in whole or in part. Unused, misplaced, lost, stolen, damaged, or destroyed prizes will not be replaced or re-awarded. All taxes, if any, are the sole responsibility of the winner. In no event will more than the stated number of prizes be awarded. All prizes will be awarded assuming sufficient eligible Entries are received. Any prize depicted in advertising materials is for illustrative purposes only and may not be the actual prize awarded. Prize supplier is not a sponsor of, nor otherwise affiliated with, this Promotion.
8. **GENERAL.** By participating, Entrants agree to abide by and be bound to these Official Rules and the decisions of Sponsor, which are final and binding in all respects. Failure to timely return or properly complete Release Documents, or if a prize notification or any prize is returned as non-deliverable, or if potential winner is not eligible or does not comply with these Official Rules, prize forfeiture will result and an alternate potential winner will be selected. **BY PARTICIPATING, PARTICIPANTS AGREE TO RELEASE, DISCHARGE, AND HOLD HARMLESS THE SPONSOR, AND ITS AFFILIATES AND SUBSIDIARY ENTITIES, ADVERTISING AND PROMOTION AGENCIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES AND AGENTS FROM AND AGAINST ANY AND ALL ALLEGED AND/OR ACTUAL CLAIMS, ACTIONS, DEMANDS, LOSSES, SETTLEMENTS (WHETHER OR NOT LITIGATION IS COMMENCED), LIABILITIES AND DAMAGES OR ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE (INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PERSONAL INJURY, DEATH, DISABILITY, AND PROPERTY DAMAGE), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS’ FEES, COURT COSTS, SETTLEMENT, AND DISBURSEMENTS) DIRECTLY OR INDIRECTLY IN WHOLE OR IN PART OUT OF THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF A PRIZE, PARTICIPATION IN ANY PRIZE RELATED ACTIVITY, ACCESS TO WEBSITE, AND/OR PARTICIPATION IN THIS PROMOTION.** By entering and/or

accepting a prize, Entrants and winners hereby consent, where lawful, to the use by Sponsor (and authorized third parties) of their name, image, likeness, voice, hometown, and/or biographical information and Entry in all media now known or hereafter developed worldwide, and on the Internet and World Wide Web, without additional compensation, and without the right of review, notification, or approval. This information provided is subject to the Privacy Statement on [www.traveliowa.com](http://www.traveliowa.com) and any posted Terms of Use on the reference website.

9. **LIMITATION OF LIABILITY.** Sweepstakes Entities are not responsible for injury or damage to participant's or to any other person's computer related to or resulting from participating in this Promotion or downloading materials from or use of the website. **Without limiting the foregoing, everything on this site is provided "AS IS" without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and noninfringement. Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties.**

If, for any reason, the Promotion or any element thereof is not capable of running as planned by reason of, but not limited to, infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which Sponsors deems, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, Sponsor reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Promotion or a sweepstakes and select winner(s) from Entries received prior to the action or as otherwise may be deemed fair and equitable by Sponsor. Sponsor shall not be liable to winners or any other person for failure to execute the Promotion or any element thereof, or supply a prize or any part thereof, by reason of any act of God, any action(s), regulation(s), order(s), or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s), or request(s) prove(s) to be invalid), equipment failures, terrorist acts, cyber-attacks, earthquakes, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any similar or dissimilar event beyond its reasonable control.

THIS PROMOTION IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF IOWA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Promotion, participant agrees that all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Promotion shall be resolved individually, without resort to any form of class action, exclusively before a court located in Des Moines, Iowa having jurisdiction.

10. **WINNERS LIST.** Winners lists can be requested up to 30 days after the end of the contest. For a list of winners, contact Sponsor by mailing a self-addressed, U.S. sufficiently postage stamped envelope to: Iowa Economic Development Authority, Iowa Tourism Office, Marketing Follow-Up Survey Sweepstakes Winner List, 200 East Grand Avenue, Des Moines, Iowa 50309.