



October 16, 2020

Ken Scott
Million Dollar Media
on behalf of Binding Brauerei USA,
VIA E-MAIL

RE: Schöffelhofer Kick Off Happiness Sweepstakes

Dear Mr. Scott:

ISSUE: This correspondence is in response to your e-mail of September 25, 2020, in which you request legal review of a sweepstakes promotion to be conducted in Pennsylvania.

According to the official rules you provided, the “Schöffelhofer Kick Off Happiness Sweepstakes” promotion was scheduled to begin on September 28, 2020 and runs until November 8, 2020. To participate in the sweepstakes, interested individuals may enter at www.kickoffhappiness.com, as further detailed in the official rules.¹

Pennsylvania residents have a chance to win one of eight grand prizes². The grand prize winner will be randomly selected to receive a Schöffelhofer Cooler, a Limited Edition Frosted Schöffelhofer Bucket, two T-Shirts, two pairs of sunglasses, two pop sockets, and a \$250.00 Fanatics Gift Card. Pennsylvania residents also have a chance to win ten of eighty secondary prizes. These secondary prize winners will be randomly selected to each receive a Limited Edition Frosted Schöffelhofer Bucket, two T-Shirts, two pairs of sunglasses, and two pop sockets. The total approximate retail value of the prizes available to Pennsylvania residents is \$935.00. No purchase is necessary to enter the sweepstakes, and the sweepstakes is open only to residents who are at least twenty-one years of age at the time of entry. The official rules indicate that alcohol is not included in the prizes.

¹ The official rules have been attached to this Advisory Opinion for your convenience.

² The other grand prizes and secondary prizes described in the official rules are by region and are unavailable to Pennsylvania residents.

OPINION: Section 5.32(h) of the Pennsylvania Liquor Control Board's ("PLCB") Regulations states that a manufacturer, manufacturer's representatives, or licensee may sponsor sweepstakes promotions subject to the following conditions:

- i. No purchase is necessary to enter.
- ii. Entrants shall be twenty-one years of age or older.
- iii. Retail licensed premises may only be involved as pick-up or drop-off points for entry forms and not for the conducting of drawings or the awarding of prizes.
- iv. Alcoholic beverages may not be part of the prize.

40 Pa. Code § 5.32(h).

This office has reviewed the proposed sweepstakes promotion and determined that it comports with applicable liquor laws and regulations, specifically section 5.32(h) of the PLCB's Regulations, 40 Pa. Code § 5.32(h).

Please be advised that prior approval of malt or brewed beverages point-of-sale ("POS") material and retail licensed premises POS material is no longer required. However, the requirement for prior approval of POS material intended for use in the PLCB's Fine Wine & Good Spirits stores from the Bureau of Product Selection remains. The total cost of all POS advertising material relating to any one brand of any one manufacturer at any one time may not exceed \$300.00 on a retail licensed premises. 47 P.S. § 4-493(20)(i).

Therefore, it is permissible to conduct this promotion in the Commonwealth in reference to the areas checked below:

- retail licensed premises.
- distributor licensed premises.
- both retail and distributor licensed premises.
- The PLCB's Fine Wine & Good Spirits stores, subject to approval of the Bureau of Product Selection (POS only).
- other – Internet, text messaging.

THIS OPINION APPLIES ONLY TO THE FACTUAL SITUATION DESCRIBED HEREIN AND DOES NOT INSULATE THE LICENSEE OR OTHERS FROM CONSEQUENCES OF CONDUCT OCCURRING PRIOR TO ITS ISSUANCE. THE PROPRIETY OF THE PROPOSED CONDUCT HAS BEEN ADDRESSED ONLY UNDER THE LIQUOR CODE AND REGULATIONS. THE LAWS AND POLICIES ON WHICH THIS OPINION IS BASED ARE SUBJECT TO CHANGE BY THE LEGISLATURE OR THE PENNSYLVANIA LIQUOR CONTROL BOARD.

Sincerely,

A handwritten signature in cursive script that reads "Rodrigo J. Diaz".

RODRIGO J. DIAZ
CHIEF COUNSEL

cc: Pennsylvania State Police, Bureau of Liquor Control Enforcement

LCB Advisory Opinion No. 20-249

Schöffelhofer Kick Off Happiness Sweepstakes

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING SWEEPSTAKES IS VALID ONLY IN THE FIFTY UNITED STATES AND DISTRICT OF COLUMBIA AND IS OPEN ONLY TO QUALIFIED PERSONS (AS DEFINED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED. DO NOT PARTICIPATE IN THE SWEEPSTAKES IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.

Sweepstakes Name: Schöffelhofer Kick Off Happiness Sweepstakes (the "Sweepstakes").

Sweepstakes Dates: Sweepstakes registration is scheduled to begin at 8:00:00am Eastern Time ("ET") on **9/28/2020** and end at 11:59:59pm ET on **11/8/2020** (the "Registration Period"). The Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void outside of the 50 United States and District of Columbia and wherever prohibited.

Who may Enter: Sweepstakes is open only to legal U.S. residents of the 50 United States and District of Columbia who are age 21 or older as of date of entry, and have a valid U.S. driver's license or government issued photo ID (each an 'Entrant'), except the following persons who are not eligible to enter or win:

- (a) Employees, officers, and directors of **Binding Brauerei USA**, ("Sponsor"), **Million Dollar Media, LLC** (the "Administrator"), **Schöffelhofer**, and each of the foregoing's respective franchisees, owners, employees, contractors, parents, affiliated companies, subsidiaries, distributors, retailers, wholesalers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this Sweepstakes (collectively, "Released Parties"), owners or employees of liquor-licensed distributors, retailers, wholesalers, and the members of the immediate families or households, whether or not related, of any of the above. "Immediate family members" includes, for purposes of this Sweepstakes, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grand children (including step grand children) and each of their respective spouses, regardless of where they reside.

How to Enter: To enter, visit www.kickoffhappiness.com during the "Registration Period" to the Sweepstakes registration page. Individuals must fully complete the on-line registration page with all required information including his/her name, complete address, valid email address, birth date, and phone number(s) (including area code(s)). After having read and agreed to these Official Rules, click the submit button to submit your on-line entry. All entries must be fully complete for all required information, and must be received by **11:59:59 pm ET on 11/8/2020** to be eligible. Any entry submitted with an invalid email address will be disqualified.

- **Prize Pools:** There will be eight (8) separate prize pools (each a 'Prize Pool') in this Sweepstakes, each based on the state of the Entrant's primary residence used to register for this Sweepstakes (each a 'Market')
 - i. **The Prize Pools, corresponding Markets and available prizes are as follows:**

Prize Pool	Market	Available Prizes
1	AZ, CA, HI, NV	1
2	CO, NM, TX	1
3	AL, AR, FL, KS, LA, MO, MS, OK, TN	1
4	IA, IL, IN, MI, OH, PA	1
5	DC, GA, NC, SC, VA	1
6	DE, KY, MD, WV, WI	1
7	AK, ID, MN, MT, ND, NE, OR, SD, UT, WA, WY	1
8	CT, MA, ME, NH, NJ, NY, RI, VT	1

Any available opt-in opportunities are not required to enter the Sweepstakes, and opting-in will not improve your chances of winning. By participating and submitting an entry, entrant agrees that Sponsor and participating parties are authorized to contact entrant via email, mail, phone or any other form of media to make entrant aware of information pertinent to the Sweepstakes, and to distribute information regarding the Sponsor(s) featured products, special events or future contests, promotions or offers. entrants may opt-out of any further email communication at any time by simply replying REMOVE to any email message, or following the provided opt-out instructions.

Maximum of one entry per person per day. Any incomplete or illegible entries will be disqualified. Released Parties are not responsible for lost, late, misdirected, illegible, incomplete, invalid, unintelligible, damaged, or for entries submitted in a manner that is not expressly allowed under these rules, or for any entry not submitted or received due to any technical error or failure, unauthorized human intervention, inaccurate capture or mis-entry of any required

information, or the failure to capture any such information for any reason including programming or technical errors, or effects of hackers or failure of any electronic equipment, computer or cellular transmissions and/or network connections; all of which will be disqualified.

Each Entrant must submit an entry on his/her own behalf. Any entry submitted on behalf of another individual or using another person's email address, name or mobile number will be disqualified and ineligible to claim any prize. **Any attempt by any Entrant to obtain more than the stated number of entries allowed by using same, multiple/different mobile numbers, identities, or any other methods void that Entrant's entries and that entrant may be disqualified.** No mechanically reproduced or automated entries permitted. Use of any automated system to participate is prohibited and will result in disqualification and all such entries will be deemed void. All entries received become the property of the Sponsor and will not be returned.

In the event of a dispute as to any on-line registration, the authorized account holder of the e-mail address used to register will be deemed to be the registrant and he/she must be eligible according to these Official Rules. The "authorized email account holder" is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. All entries received become the property of the Sponsor and will not be returned.

By registering to enter Sweepstakes, you affirm that you have read and accepted these Official Sweepstakes Rules. All entrants agree to be bound by & abide by the official rules of the Sweepstakes.

Prize Drawing:

Grand Prize - Winner Selection & Notification (maximum of 8):

On or about 11/9/2020, the Administrator will conduct eight (8) separate, concurrent grand prize drawings, with one (1) drawing conducted for each Prize Pool (see above). In each drawing a potential grand prize winner (each a "Potential Grand Prize Winner") will be randomly selected from among all eligible entries received from the applicable Market during the Registration Period.

Potential Grand Prize Winners will be notified initially by phone following their selection. If the Administrator is unsuccessful in its attempt to reach and speak directly with a selected Potential Grand Prize Winner by phone within two (2) business days of the initial attempt to the phone number associated with their entry, then that Entrant may be disqualified and an alternate Potential Grand Prize Winner may be randomly selected from among the remaining eligible entries in the corresponding Prize Pool and notified as per the procedures outlined above (*time permitting*).

Note: phone messages will not be left during the Potential Grand Prize Winner notification process.

Each Potential Grand Prize Winner will be required to sign and return, within five (5) days of receipt, an Affidavit of Eligibility/Liability/Publicity Release (the "Paperwork") in order to claim the Prize. Upon successful completion and submission of Paperwork to Administrator, Potential Grand Prize Winner will be designated as a grand prize winner (each a "Grand Prize Winner"). If a Potential Grand Prize Winner fails to return the Paperwork within that time, if the Prize Notification is returned as undeliverable, or if an Entrant is found to be ineligible, or if he/she does not comply with the Official Rules, then the Potential Grand Prize Winner will be disqualified and a runner-up Potential Grand Prize Winner may be notified.

Secondary Prize – Winner Selection & Notification (maximum of 80):

On or about 11/9/2020, the Administrator will conduct eight (8) separate, concurrent secondary prize drawings, with ten (10) drawings conducted for each Prize Pool (see above). In each drawing a potential secondary prize winner (each a "Potential Secondary Prize Winner") will be randomly selected from among all eligible entries received from the applicable Market during the Registration Period.

All Potential Secondary Prize Winners shall be notified initially by email following their selection and determination as a Potential Secondary Prize Winner. If Potential Secondary Prize Winner fails to respond or the Administrator is unsuccessful in its attempt to directly reach a selected Potential Secondary Prize Winner for any reason by email within seventy-two (72)-hours from the initial notification attempt to the email address associated with that Entrant's entry, then that Entrant may be disqualified and an alternate Potential Secondary Prize Winner may be randomly selected from among the remaining eligible entries in the corresponding Prize Pool and notified as per the procedures outlined above (*time permitting*). During winner notification process, the selected Potential Secondary Prize Winner must confirm their eligibility, and indicate their willingness and ability to accept the designated prize award (*see below*).

Each Potential Secondary Prize Winner will be required to sign and return, within five (5) days of receipt and in a manner as instructed by the Administrator (*i.e. via online submission*), an Affidavit of Eligibility/Liability/Publicity Release in order to claim the prize. Upon successful completion and submission of Paperwork to Administrator, Potential Secondary Prize Winner will be designated as a secondary prize winner (each a "Secondary Prize Winner").

If a Potential Secondary Prize Winner fails to return the Paperwork within that time, if the prize notification is returned as undeliverable, or if an Entrant is found to be ineligible, or if he/she does not comply with the Official Rules, then the Potential Secondary Prize Winner will be disqualified and a runner-up Potential Secondary Prize Winner may be notified.

If any selected winner does not meet the eligibility requirements, or is unable or unwilling to accept the associate prize or elects to decline the prize, s/he will be disqualified. Any disqualified contestant will not receive any alternate prize substitution or compensation. **Decisions of the Administrator in the selection and determination of all potential prize winners, determination of eligible entries, designated prize awards and all matters relating to this Sweepstakes are final and binding.**

Except where prohibited by law, acceptance of any prize by an Entrant in this Sweepstakes constitutes permission for the Sweepstakes Entities to use said Entrant's name, photograph, likeness, statements, biographical information and voice on a worldwide basis, and in all forms of media, in perpetuity, without further compensation.

Note: There is a maximum of one (1) prize award per person or household during the Sweepstakes. If eligible entries are less than the scheduled number of prize drawings or total number of prizes for the entire Sweepstakes, then associated prize award(s) shall not be awarded.

Grand Prize Award: Each Grand Prize Winner shall be awarded the following prize, which has a maximum ARV of \$585.00:

- (1) Schöfferhofer Cooler
- (1) Limited Edition Frosted Schöfferhofer Bucket
- (2) T-Shirts
- (2) Pairs of Sunglasses
- (2) Pop Sockets
- (1) \$250 Fanatics Gift Card, subject to terms and conditions of Fanatics gift card policies

Secondary Prize Award: Each Secondary Prize Winner shall be awarded the following prize, which has a maximum ARV of 35.00:

- (1) Limited Edition Frosted Schöfferhofer Bucket
- (2) T-Shirts
- (2) Pairs of Sunglasses
- (2) Pop Sockets

Prize does not include alcoholic beverages. Total ARV of all available prizes: \$7,480.00. Winners must take delivery of prize award as specified by Sponsor or Sweepstakes Administrator. Prize does not include any other costs or expenses associated with prize redemption, delivery or use. **All federal, state and local taxes are the winner's sole responsibility.** Odds of winning depend on number of eligible entries received.

All prizes are awarded as is, without any warranty, express or implied, by Sponsor. All prize awards are non-transferable and no cash redemption or prize substitution allowed, except at Sponsor's sole discretion or as provided herein. Sponsor reserves the right to substitute a prize of comparable or greater value, at its sole discretion. Failure to collect or properly claim prize in accordance with these rules will result in forfeiture of the prize. All properly claimed prizes will be awarded. Any unclaimed prizes will not be awarded.

All prizes requiring delivery ("Shipped Prize(s)") will be shipped to each Grand Prize Winner and Secondary Prize Winner at the address listed on their signed prize acceptance documents. All Shipped Prizes will be delivered by U.S. Postal Service or common carrier of Administrator's choosing, and Shipped Prizes will be deemed delivered to the winner once a Shipped Prize is delivered by Administrator to the U.S. Postal Service or other common carrier of Administrator's choosing. Sponsor and Administrator will not be responsible or liable for a late, delayed, lost, stolen, undeliverable or damaged Shipped Prizes once delivered to the U.S. Postal Service or other common carrier, for any loss or damages relating to delivery, use, or misuse of a Shipped Prize, or for any entrant who incorrectly entered their actual address during the prize acceptance process. Please allow 4-6 weeks for delivery of Shipped Prizes.

Additional Rules & Restrictions: By participating, Entrants agree to abide by and be bound by the Official Rules and the decisions of the Sponsor and Administrator, which shall be final in all matters relating to this Sweepstakes. In the event an Entrant wins a prize, and is later found to be in violation of these rules he/she will be required to forfeit the prize or to reimburse Sponsor for the stated value of the prize if such violation is discovered after winner has used the prize. Participation in Sweepstakes constitutes permission for the Sponsor, the Released Parties and their designees to use entrants' names, likenesses, images, biographical information, and cities and states of residence for purposes of advertising and trade in any and all media now or hereafter known worldwide on perpetuity without limitation or

further compensation, notification or permission, unless prohibited by law. False, fraudulent or deceptive entries or acts shall render Entrants ineligible for any prize.

By participating, Entrants agree to hold all Released Parties harmless from any claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to entrant's participation in this Sweepstakes, or the acceptance, possession or use/misuse of any prize, or participation in prize-related activities (including but not limited to travel or activity related thereto), and to assume all liability therefor.

Released Parties shall not be liable to winner or any other person for failure to supply the prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Released Parties' sole control.

Entrants are restricted to use of ordinary and typical computer equipment, mobile phone equipment, Internet access and cellular networks. Sponsor disclaims all liability for the inability of an Entrant to complete or continue an entry due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Sponsor's control, or otherwise. The Sponsor disclaims any liability for entries not received due to technical difficulties or transmission errors. The Sponsor disclaims all liability for any delays, mis-delivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. Released Parties are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Sweepstakes, and any injury or damage to entrant's or any other person's computer or mobile phone related to or resulting from participating in or downloading any information necessary to participate in the Sweepstakes. Released Parties are not responsible for any other errors of any kind, whether computer, technical, typographical, printing, human or otherwise, relating to or in connection with the Sweepstakes, including, without limitations, errors which may occur in connection with the printing or advertising of this Sweepstakes, administration or execution of the Sweepstakes, the cancellation of the game, the processing of entries or in the announcement of the prizes or prize winners. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the Sweepstakes website.

Sponsor reserves the right to cancel, modify or terminate the Sweepstakes if fraud, misconduct or technical failures destroy or threaten the integrity of this portion of the Sweepstakes, in the opinion of the Sponsor/Administrator, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Sweepstakes as determined by Sponsor/Administrator, in their sole discretion. In the event of early termination of the Sweepstakes, Sponsor reserves the right to determine any prize winners in a random drawing from among all eligible, non-suspect entries received as of the time/date of such termination.

IN CASE OF DISPUTES: By participating, each participant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Sweepstakes, or any rebates awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of New Jersey; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with this Sweepstakes, shall be governed by, and construed in accordance with the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New Jersey or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New Jersey.

Odds: Odds of being selected as a winner are dependent upon the total number of eligible entries received in each Prize Pool during the Registration Period.

Official Rules & Winners List: For a copy of these Official Rules, or the name of prize winner, send a self-addressed stamped envelope to be received by 1/8/2021 to: Schöffelhofer Kick Off Happiness Sweepstakes, P.O. Box 248, Woodbridge, NJ 07095. PLEASE SPECIFY which you are requesting, official rules or winners list.

Administrator: This Sweepstakes is administered by Million Dollar Media, LLC, P.O. Box 248, Woodbridge, NJ 07095

Sponsor: This Sweepstakes is sponsored by Binding Brauerei USA, 194 Main Street, Norwalk, CT 06851.

Fanatics, Inc. is not a party to this Sweepstakes and has not offered or sponsored this Sweepstakes in any way; and shall have no liability or responsibility for any claim arising in connection with this Sweepstakes or any item(s) awarded.