



TERRIBLE'S GAME DAY GIVEAWAY AVIATORS SWEEPSTAKES 2024 | Official Sweepstakes Rules

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.

1. **Overview:** Terrible's Game Day Giveaway (the "Game") begins at participating Terrible's locations in Nevada and Utah (the "Territory") beginning on April 1, 2024 and ending on September 8, 2024 (the "Promotion Period"). For the purpose of the Game, a day is defined as beginning at 12:00AM local time and ending at 11:59PM local time at each participating Terrible's locations. An Entry Period is defined below in section six (6) (collectively the "Games"). Void where prohibited. By participating in the Game, each entrant (the "Entrant") unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions Terrible Herbst Inc. (the "Sponsor"), which shall be final and binding in all respects.
2. **Eligibility:** Persons in any of the following categories are NOT eligible to participate or win grand prizes in the Game: any person who on or after March 20, 2024, was or is: (a) a Terrible's employee; a Las Vegas Aviators employee (b) a director, officer, employee, agent, or independent contractor of Sponsor, subsidiaries, affiliates or service agencies; or any entities retained by Sponsor for the administration of the Game; (c) an individual engaged in the development, production or distribution of Game materials or the prize supply for the Game; and (d) an immediate family member (defined as spouse, IRS dependent, or biological, adoptive or step- mother, father, sister, brother, daughter or son, and each of their respective spouses) of, or who resides in the same household as, any person in any of the preceding categories. Void outside the Territory and where prohibited. Must be 21 and older to participate.
3. **How to Play:** During the Promotion Period, download the Terrible's Social House App (the "App") on a compatible smartphone or other mobile device. The app can be found in the [App Store](#) or on [Google Play](#) at no additional cost.

Then, there are two (2) ways to earn a Game Entry during each Entry Period,

- 1) **Enter for 1+ entry without making a qualifying purchase on the app under Deals and Promotions.** During the Promotion Period, to play without making a purchase, download the free Terrible's Social House App, and follow the link and instructions provided under the Game in Deals and Promotions.
- 2) **Visit a participating Terrible's location, make a qualifying Blue Moon purchase at checkout and upload your receipt to earn 5+ entries.** During each Entry Period, make a qualifying purchase of a) any Blue Moon product within the transaction for five (5) Entries. Then, download the free Terrible's Social House App and follow the link provided under the Game in Deals and Promotions to upload your receipt.

Multiple Entrants are not permitted to share the same email address or Account. Each Entrant is limited to only one (1) Account. Entrants must opt in with their birth date and zip code filled out on the app to gain entry. Entry null and void where prohibited. Entrant can change their birth date and/or zip code in the Settings tab of the App. Any attempt by any Entrant to obtain more than the stated number of plays by using multiple/different email addresses, Accounts, identities, registrations and logins, or any other methods will void that Entrant’s plays and that Entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the Terrible’s Social House app account or email address used to register will be deemed to be the Entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

4. **Odds:** Odds of winning are based upon the total number of eligible entrants during the Promotional Period during each designated Entry Period. Note: The approximate numbers of Prizes available to be won in the Game, and the Odds of winning Prizes, which are set out in these Official Rules, are stated as of the outset of the Game. The numbers of Prizes available to be won will diminish as the Game progresses, and the Odds of winning Prizes will change as Prizes are claimed.
5. **Prize:** Thirteen (13) Grand Prizes winners will each receive: (4) tickets to a pre-determined Las Vegas Aviators Game, each ticket will include club level access, and each ticket will include \$50 pre-loaded for food and beverage during the pre-determined game.

Quantity	Prize Description	Approx. Retail Value (ARV)
Twelve (12) Grand Prizes winners each will receive:	(1) Four Tickets to a pre-determined Las Vegas Aviators game during the 2024 season	\$320.00 USD
	(2) Club level Access & \$200.00 F&B credit applied in \$50 increments on each ticket.	\$200.00 USD (\$50.00 per ticket)

Limit: one (1) Grand Prize per Entrant.

6. **Entry Period(s):** One winner will be selected each week on Monday.
7. **Prize Drawing:** Sponsor has pre-selected twelve (12) Drawing Dates (the, “Drawing Dates”). On or about each of the Drawing Dates, Sponsor will select a potential winner in a random drawing from all eligible entries received. The odds of being selected depend on the number of entries received. The Sponsor will attempt to notify the potential Prize winner(s) via the email address provided upon registration of the Terrible’s Social House app. If the potential winner cannot be contacted within twenty-four (24) hours after the date of the first attempt to contact him/her, the Sponsor may select

an alternate potential winner in his/her place at random from the remaining non-winning, eligible entries. Sponsor will use the timestamp of the email sent for recordkeeping.

Winner	Drawing Date	Prize
#1	4/8/2024	Four (4) tickets to a Las Vegas Aviators game on Saturday, April 13, club level access & a \$200 F&B credit
#2	4/15/2024	Four (4) tickets to a Las Vegas Aviators game on Saturday, April 20, club level access & a \$200 F&B credit
#3	4/29/2024	Four (4) tickets to a Las Vegas Aviators game on Saturday, May 4, club level access & a \$200 F&B credit
#4	5/13/2024	Four (4) tickets to a Las Vegas Aviators game on Saturday, May 18, club level access & a \$200 F&B credit
#5	5/27/2024	Four (4) tickets to a Las Vegas Aviators game on Saturday, June 1, club level access & a \$200 F&B credit
#6	6/10/2024	Four (4) tickets to a Las Vegas Aviators game on Saturday, June 15, club level access & a \$200 F&B credit
#7	6/24/2024	Four (4) tickets to a Las Vegas Aviators game on Saturday, June 29, club level access & a \$200 F&B credit
#8	7/8/2024	Four (4) tickets to a Las Vegas Aviators game on Saturday, July 20, club level access & a \$200 F&B credit
#9	7/22/2024	Four (4) tickets to a Las Vegas Aviators game on Saturday, August 3, club level access & a \$200 F&B credit
#10	8/5/2024	Four (4) tickets to a Las Vegas Aviators game on Saturday, August 17, club level access & a \$200 F&B credit
#11	8/26/2024	Four (4) tickets to a Las Vegas Aviators game on Saturday, September 7, club level access & a \$200 F&B credit
#12	9/9/2024	Four (4) tickets to a Las Vegas Aviators game on Saturday, September 21, club level access & a \$200 F&B credit

8. **Winner Notification:** The potential winners will be notified by email. Each potential Prize will be required to complete, electronically sign and submit an Affidavit of Eligibility and Release of Liability/Publicity (the "Declaration of Compliance") within forty-eight 48-hours of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted or fails to submit the Declaration of Compliance within the required time period, or prize is returned as undeliverable, potential winner forfeits prize. Potential winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes must be fulfilled within seven (7) days after Drawing Date has concluded.
9. **Transfer:** The transfer of status as an unofficial winner by an ineligible person to an eligible person is strictly prohibited.
10. **Taxes: ALL FEDERAL, STATE, LOCAL, AND ANY OTHER TAXES ASSOCIATED WITH THE RECEIPT OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER.** Approximate Retail Value ("ARV") of Prize: \$520.00 USD total. Sponsor is not responsible for and winner will not receive any difference between the actual value and ARV of a prize. Failure to pick-up or use prize does not relieve winner of his/her tax obligations associated with acceptance of a prize. Sweepstakes' winnings will be reported to the Internal Revenue Service and winner can expect to receive a 1099 tax form for prizes which total more than \$600.00 for the year.
11. **General Conditions:** By participating in the Game, each Entrant agrees to abide by and be bound by these Official Rules and the decisions of the Sponsor, and the independent games administrator, as applicable. All such decisions shall be final, binding and non-appealable. Prizes are non-assignable and non-transferable. No Prize substitutions or cash redemptions of any Prize or any portion thereof. Sponsor reserves the right in its sole discretion to substitute any prize or portion thereof of equal or greater value if any Prize or portion thereof is unavailable for any reason. Details of Prizes or portions thereof not specified herein, if any, will be determined at the sole discretion of Sponsor. Entrant grants Sponsor the irrevocable, unrestricted worldwide right to use, publish, display, broadcast and distribute materials bearing Entrant's name, voice, image, likeness and/or any other identifiable representation of Entrant, including, but not limited to, statements attributable to Entrant ("Entrant's Likeness"), Entrant agrees that all materials containing Entrant's Likeness shall be and remain the sole and exclusive property of Sponsor, and Entrant hereby assigns any and all rights in or to such material to Sponsor and releases and forever discharges Sponsor and the Released Parties from any and all claims, liabilities and damages relating to the use of Entrant's Likeness. Entrant hereby waives any and all rights to inspect or approve Sponsor's use of the Submission or Entrant's Likeness, or any part or element thereof. Prize winner shall be responsible for all federal, state and/or local income taxes incurred in association with acceptance of the prize. By participating in the Game, each Entrant agrees that the Sponsor, its parent company, subsidiaries, affiliates, franchisees, local advertising cooperatives, advertising/promotion agencies, and all of their respective directors, officers, employees, representatives, and agents (the "Game Entities") shall not be responsible or liable for: (a) miscommunications, printing errors, clerical, typographical or other error in any Game materials or printed copy or artwork, or any prize offering announcement; (b) any errors of any kind, whether human, mechanical, clerical, electronic, digital or technical in nature, or unauthorized human intervention; or (c) any losses, damages or injuries of any kind, including but not limited to those related to defamation, portrayal in a false light or privacy rights, resulting from or in connection with

participation in the Game or from acceptance, receipt, possession and/or use or misuse of a prize, including from the posting or publication of any information or portion thereof online or in any media. This Game is subject to all applicable federal, state and local laws and regulations. Any prizes that are not duly claimed in accordance with these Official Rules will not be awarded.

12. **Release:** By entering, Entrants agree to release, discharge, and hold harmless and covenant not to sue Sponsor, Molson Coors Brewing Co, the Las Vegas Aviators and each of their respective parent companies, subsidiaries, affiliates, divisions, suppliers, distributors, advertising/promotion agencies, and each such company's officers, directors, employees, representatives and agents (collectively, the "the Entities", together with Sponsor, the "Released Parties"), from all claims, debts, liabilities, demands, obligations, costs, fees, expenses, actions and causes of action whatsoever, of every nature, character and description (collectively, "Claims"), known and unknown, including, but not limited to, all those arising out of or in any way related to the Game; these Official Rules (including the legality of these Official Rules or any portion hereof); Entrant's entry and/or eligibility in the Game; the negligence of any Released Party; any prize (including without limitation the receipt, non-receipt, acceptance, rejection, possession, misuse or use of any prize and any travel related to any prize); any participation in the Game; and any presence at any Game-related or prize-related venue. Entrant represents and warrants that he or she owns and/or has the authority to release the Claims stated herein expressly waives Section 1542 of the California Civil Code, which provides: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party. Subject to applicable Federal, state, and local laws and regulations.

The Released Parties are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Game; (vii) any injury or damage, whether personal or property, to Entrants or to any person's computer related to or resulting from participating in the Game and/or accepting a Prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Released Parties are not responsible for any undelivered text messages or e-mails, including without limitation, e-mails that are not received because of an Entrant's privacy or spam filter settings that may divert any winner notification or other Game related e-mail to a spam or junk folder.

Without limiting anything in the foregoing and solely for purposes of clarity, each Entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Game; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, losses, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Game, including, but not limited to, any Game-related activity or element

thereof, and the Entrant's entries, participation or inability to participate in the Game; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof), including, but not limited to, personal injury, death, or damage to or loss of property; (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by Entrant.

13. **Prize Conditions:** Any and all costs, fees, and expenses not expressly stated in the prize description are the sole responsibility of the prize winner. Any difference between the approximate retail value and the actual value will not be awarded.

14. **Miscellaneous:**

- 1) *Disqualification:* It is the Entrant's responsibility to ensure compliance in all respects with these Official Rules. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry processes or the operation of the Game; acts in violation of these Official Rules; or acts with the intent to disrupt or undermine the legitimate operation of the Game, or to annoy, abuse, threaten or harass any other person. Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.
- 2) *Force Majeure:* Sponsor reserves the right, without prior notice and at any time, to terminate the Game, in whole or in part, or modify or suspend the Game, or any portion thereof, in any way, if it determines, in its sole discretion, that the Game is impaired or corrupted or that fraud, breach of confidentiality, or technical problems, failures or malfunctions have destroyed or severely undermined the integrity and/or feasibility of the Game. In the event Sponsor is prevented from continuing with the Game as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Game. Only the type and quantity of prizes described in these Official Rules will be awarded. If, due to printing, production, or human errors, or for any reason, more potential winners in any prize category come forward seeking to claim prizes in excess of the number of each type of prize as set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s) in that prize category. Inclusion in such drawing shall be each Entrant's sole and exclusive remedy under such circumstances.
- 3) *Invalidity:* These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The

- invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Game materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.
- 4) *Governing Law.* All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant or Sponsor in connection with the Game, shall be governed by and construed in accordance with the internal laws of the State of Nevada without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.
- 5) *Arbitration Disclosure:* By participating in this Game, each Entrant agrees that: (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) Entrant may have against any of the Game Entities arising out of, relating to, or connected in any way with the Game, the awarding or redemption of prizes, or the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by American Arbitration Association ("AAA") and conducted before a sole arbitrator pursuant to the applicable Rules and Procedures established by AAA ("Rules and Procedures"); (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (3) the arbitration shall be held at a location determined by AAA pursuant to the Rules and Procedures (provided such location is reasonably convenient for Entrant), or at such other location as may be mutually agreed by the Entrant and Sponsor; (4) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the Entrant may have entered into in connection with the Game; (5) the arbitrator shall apply Illinois law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (6) there shall be no authority for any claims to be arbitrated on a class or representative basis as Entrant and Sponsor hereby waive the right to assert claims in any class or representative action; arbitration can thus decide only the Entrant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) to the extent permitted by law, the arbitrator shall not have the power to award punitive, incidental or consequential damages against the Entrant or Sponsor; (8) in the event that the administrative fees and deposits that must be paid to initiate arbitration against Sponsor exceed \$125 USD for claims less than \$10,000 or \$375 for claims greater than \$10,000 but less than \$75,000, and the Entrant is unable (or not required under the applicable Rules and Procedures) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on the Entrant's behalf, subject to ultimate allocation by the arbitrator. In addition, if the Entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the Entrant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) with the exception of subpart (6) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures established by AAA, then the balance of this arbitration provision shall remain in effect and shall be construed in

accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (6) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither Sponsor nor Entrant shall be entitled to arbitrate their dispute. For more information on AAA and/or AAA Rules and Procedures, Entrants may visit the AAA Website at <http://www.adr.org>.

15. **Official Rules:** These Official Rules will be posted online at terribles.com/gamedaygiveaway. To receive a physical copy of the Official Rules, mail a self-addressed stamped envelope to Terrible's Game Day Giveaway 2024 – Official Aviators Request, 5195 Las Vegas Blvd South, Las Vegas, NV 89119. All requests must be postmarked by September 11, 2024. Limit one (1) request per outer envelope.
16. **Sponsor:** Terrible Herbst Inc., located at 5195 Las Vegas Blvd South, Las Vegas, NV 89119.

Short Rules: NO PURCHASE NECESSARY. LEGAL RESIDENTS OF NEVADA AND UTAH, 21 AND OLDER AND WHO ARE MEMBERS OF THE TERRIBLE'S+ REWARDS LOYALTY PROGRAM AT THE TIME OF ENTRY. VOID WHERE PROHIBITED. Terrible's team members are not eligible to win grand prizes. Participating stores only. Promotion ends 9/8/2024. See Official Rules at terribles.com/gamedaygiveaway for how to enter without a purchase. Sponsor: Terrible Herbst, Inc.