

HEINEKEN LIGHT BURGER BEAST SWEEPSTAKES
Full Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASING A PRODUCT WILL NOT IMPROVE YOUR CHANCES OF WINNING.

THE HEINEKEN LIGHT BURGER BEAST SWEEPSTAKES (“SWEEPSTAKES”) IS OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES RESIDING IN THE COUNTIES OF MIAMI-DADE, BROWARD AND PALM BEACH WHO ARE TWENTY-ONE (21) YEARS OF AGE OR OLDER AS OF DATE OF ENTRY. THIS SWEEPSTAKES IS GOVERNED EXCLUSIVELY BY THE LAWS OF THE UNITED STATES.

1. START/END DATES:

Sweepstakes begins at 12:01 a.m. Eastern Time (ET) on 1/20/17 and ends at 11:59 p.m. ET on 2/21/17 (“Sweepstakes Period”). This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with, Instagram, Twitter, or Facebook. You are providing your information to Heineken USA Inc. (“Sponsor”).

2. HOW TO ENTER:

You can enter by uploading a photo of your favorite burger, and there are several different methods of entry as set forth below. The photo can be of a burger from your favorite burger place, or it can be your own creation. It should be submitted with the hashtag **#burgerbeastsweeps**.

- a. Internet Entry:** To submit an Internet entry for free, visit www.burgerbeast.com and follow the on-screen entry instructions. You must fully complete the registration, including your first and last name, date of birth, street address (no P.O. Boxes), city, state, zip code, and daytime telephone number (including area code), and upload a photo of your favorite burger with the hashtag **#burgerbeastsweeps**. Normal time rates, if any, charged by Internet service provider will apply. All Internet entries must be submitted by 2/21/17.
- b. Instagram Method of Entry:** During the Sweepstakes Period (defined above), access the Instagram application on your mobile device (“Mobile Device”), and upload the photo with the hashtag **#burgerbeastsweeps**. If you do not have the Instagram application, you may download it through the application store on your Mobile Device. The Instagram application is

free. Instagram's Terms of Use apply; visit <http://instagram.com/legal/terms/> for details. All Instagram entries must be submitted by 2/21/17.

- c. **Twitter Method of Entry:** During the Sweepstakes Period (defined above), sign in to your Twitter account and upload the photo of your burger. If you do not have a Twitter account, you may create one by visiting www.twitter.com. Twitter accounts are free, and Twitter's Terms of Service apply; for details, visit <http://twitter.com/tos>. You must be an active holder of a nonprivate Twitter account to be eligible to enter this Sweepstakes via Twitter (i.e., you must make sure your tweets are set to "public" and not "private"). Upload the photo from your Mobile Device or your computer using the hashtag **#burgerbeastsweeps**. All Twitter entries must be submitted by 2/21/17.

In the event of a dispute as to the authorized registrant of any Twitter account, the authorized account holder of the e-mail address used to register on the Twitter platform will be deemed to be the entrant. The "authorized 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. Each potential winner may be required to show proof that he/she is the authorized account holder.

- d. **Facebook Method of Entry.** You may also enter on Facebook by going to <https://www.facebook.com/HeinekenUSA> and posting your photo with the hashtag **#burgerbeastsweeps**. All Facebook entries must be submitted by 2/21/17.

If you enter the Sweepstakes using a Mobile Device on a wireless service provider's network (as opposed to a Wi-Fi network), your carrier's text and data rates apply. You should consult your wireless service provider's pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier.

Photo Guidelines: Photos must show the burger only. There may not be any identification of any retail licensee included in the photo.

By submitting an entry, entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of the judges, which will be final and binding in all matters relating to the Sweepstakes. Limit of one (1) entry per person regardless of method of entry. **Please note that there is a limit of one (1) prize per individual, household, street address, and/or e-mail address during any six (6) month period across all HEINEKEN USA Inc. promotions, regardless of brand (Amstel, Buckler, Bohemia, Carta Blanca, Dos Equis,**

Heineken, Indio, Tecate, Newcastle, Sol, and Strongbow).

3. ELIGIBILITY:

Open to legal residents of the United States residing in the Counties of Miami-Dade, Broward And Palm Beach who are twenty-one (21) years of age or older as of date of entry. The following individuals and members of their families (parents, grandparents, children, siblings, spouses) and immediate households (whether related or not) are not eligible for participation: employees, officers, and directors of Sponsor and its parent, subsidiary, and affiliated companies, alcoholic beverage suppliers, wholesalers, distributors, and importers, alcoholic beverage retailers, and Sponsor's advertising and promotional agencies. All federal, state, and local regulations apply.

4. PRIZE:

No part of prize includes any alcoholic beverages. Prize is awarded "as is," with no warranty or guarantee, either expressed or implied, by Sponsor. Prize is not transferable or redeemable for cash. No substitution of prize by winner is allowed, but Sponsor reserves the right to substitute a prize of equal or greater value.

One (1) grand prize will be awarded. Grand prize consists of two (2) tickets to the Heineken Light Burger Bash at the South Beach Wine & Food Festival in Miami Beach, Florida, during the last week of February 2017. Approximate retail value of grand prize: \$500.

All expenses and travel costs incurred as a result of seeking or winning a prize are the sole responsibility of winner. Any expense or cost not expressly stated in the description of the prize above is the sole responsibility of winner.

All federal, state, and local taxes, fees, and surcharges on any prize are the sole responsibility of winner of the prize.

5. ODDS OF WINNING:

Odds of winning are dependent on the number of eligible entries received.

6. WINNER SELECTION, NOTIFICATION, AND VERIFICATION:

Potential winner will be selected in a random drawing of all eligible entries received, to be held on or about 2/23/17. Drawing will be conducted by Sponsor or its appointed agent, and all decisions are final. Potential winner will be contacted via social media or e-mail. If potential winner cannot be reached within one (1) day of first notification attempt, if prize or prize notification is returned as

undeliverable, if potential winner rejects his/her prize, or in the event of noncompliance with these Official Rules, such prize will be forfeited and an alternate winner will be selected from all remaining eligible entries. Upon forfeiture of prize, no compensation will be given. Limit one (1) prize per person or household.

Potential winner will be required to sign and return a Declaration of Eligibility and Liability/Publicity Release within one (1) day of notification that he/she is a potential winner. No potential winner will be an official winner until his/her Declaration of Eligibility and Liability/Publicity Release has been returned and eligibility has been formally verified by Sponsor. If any potential winner fails to comply with these Official Rules and/or to submit the required documentation within the designated time period, he/she will be automatically disqualified and the prize may be awarded to an alternate winner.

7. LICENSE AND RELEASE:

Participation in the Sweepstakes and acceptance of prize constitute winner's and guest's permission for Sponsor or its agents to photograph, film, and record winner and guest, and to use their name, address (city and state), likeness, photograph, voice, biographical information, and/or any statements made by winner and guest regarding the Sweepstakes or Sponsor for purposes of trade, publicity, or promotion without notice or additional compensation, except where prohibited by law. By participating and/or accepting a prize, entrants, winner, and guest acknowledge and agree that this Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with, Instagram, Twitter, or Facebook and agree to release and hold harmless Instagram, Twitter, Facebook, Sponsor, Sponsor's advertising and promotional agencies, and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers, and directors ("Released Parties") from any and all liability for loss, harm, damage, injury, cost, or expense whatsoever, including, without limitation, property damage, personal injury, and/or death that may occur in connection with, preparation for, travel to, or participation in the Sweepstakes, or possession, acceptance, and/or use or misuse of prize or participation in any Sweepstakes-related activity, including, but not limited to, any claims based on publicity rights, defamation or invasion of privacy, and merchandise delivery. Released Parties shall not be responsible for any cancellations, delays, diversions, substitutions, or omissions whatsoever by any transportation companies or any other persons providing any services to winner, including any results thereof, such as changes in services or location necessitated by same. Released Parties are not responsible if any part of a Sweepstakes prize cannot be awarded due to acts of God, acts of war, natural disasters, weather, or acts of terrorism. Released Parties shall not be liable for any loss or damage to personal belongings. Entrants who do not comply with these Official Rules or who attempt to interfere with this Sweepstakes in any way

shall be disqualified. There is no purchase or sales presentation required to participate. A purchase does not increase odds of winning.

8. ADDITIONAL TERMS:

Sponsor reserves the right to alter, suspend, or terminate the Sweepstakes without notice if, in Sponsor's sole discretion, the integrity of the Sweepstakes becomes compromised in any way. In the event the Sweepstakes is terminated prematurely, all eligible entries received prior to the Sweepstakes being compromised will be included in the prize drawing. No automated devices, bots, and/or other programs and/or software are permitted. All entries become the sole and exclusive property of Sponsor and will not be acknowledged or returned. Delivery of a prize will require a street address located within the State of Florida. Sponsor is not responsible for late, incomplete, invalid, unintelligible, misdirected, technically corrupted, or garbled entries, which will be disqualified, or for problems of any kind, whether mechanical, human, or electronic. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

In case of a dispute as to the identity of any SMS entrant, an entry will be declared as made by the authorized account holder of the Mobile Device used for entry. In case of a dispute as to the identity of any Internet entrant, entries made by Internet will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The "authorized account holder" is deemed the natural person who is assigned to an e-mail address by an Internet access provider, service provider, or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential winner may be requested to provide Sponsor with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning entry.

If for any reason the Sweepstakes is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, human error, or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process and to cancel, terminate, modify, or suspend the Sweepstakes. Sponsor assumes no responsibility for any error, omission, interruption, telephone or other communications malfunctions, deletion, defect, delay in operation or transmission, communications line failure, or theft or destruction of, unauthorized access to, or alteration of entries. Sponsor is not responsible for any problems or technical malfunctions of any telephone networks or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems or

traffic congestion on the Internet or at any website, any combination thereof, or otherwise, including any injury or damage to entrant's or any other person's computer related to, or resulting from, participation or downloading of any materials in the Sweepstakes.

Sponsor and its agents are not responsible for printing, distribution, or production errors and may, in their sole discretion, rescind, cancel, suspend, modify, or revoke this Sweepstakes based upon any such error without liability. If by reason of a printing, computer, or other error more prizes are awarded in a prize category than the number set forth in these Official Rules, all persons purportedly making valid claims will be included in a random drawing to award the advertised number of prizes available. In no case will more than the advertised number of prizes be awarded. Antifraud detection devices may be used for verification purposes.

Caution: Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.

IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF ENTRANT'S ACCESS TO, AND USE OF, THE WEBSITES AND/OR THE SWEEPSTAKES, OR ENTRANT'S DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE SWEEPSTAKES.

9. DISPUTES AND GOVERNING LAW:

The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Sweepstakes. Any controversy or claim arising out of, or relating to, these Official Rules and/or the Sweepstakes shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in New York City, New York.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS AND RULES. For any matters that are not subject to

arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Sweepstakes, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to New York City, New York. The parties agree not to raise the defense of forum non conveniens.

10. USE OF DATA:

Sponsor will be collecting personal data about entrants online, in accordance with its Privacy & Cookie Policy. Please review Sponsor's Privacy & Cookie Policy at <http://heinekenusa.com/privacy-cookie-policy/>. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy & Cookie Policy. You are providing your information to Sponsor and not to Instagram, Twitter, or Facebook.

11. NAME OF WINNER:

To obtain winner's name, send a self-addressed, stamped envelope, with sufficient postage, to Heineken Light Burger Beast Winner, c/o JLPR, 3250 NE First Avenue, Suite 305, Miami, FL 33137. All requests for the winner's name must be postmarked by 2/28/17 and received by 3/3/17.

12. SPONSOR: Heineken USA Inc., White Plains, NY.

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