

## **MILLER LITE® GUY FIERI TAILGATE INSTANT WIN GAME AND SWEEPSTAKES**

### **OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.**

The Miller Lite® Guy Fieri Tailgate Instant Win Game and Sweepstakes ("Promotion") consists of an instant win game ("Game") and sweepstakes ("Sweepstakes"). The Promotion is sponsored by MillerCoors LLC ("Sponsor"), 3939 W. Highland Blvd., Milwaukee, WI USA 53201, and is administered by Prize Logic, LLC ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI USA 48033.

- 1. PROMOTION PERIOD:** The Promotion begins at or about 12:00 PM Central Time ("CT") on July 27, 2015, and ends at 11:59:59 PM CT on September 5, 2015 ("Promotion Period"). The Administrator's computer is the Promotion official clock.
- 2. ELIGIBILITY:** This Promotion is offered only to legal U.S. residents of Illinois, Indiana, Kentucky, Michigan, Ohio, and Wisconsin who are at least twenty-one (21) years old at the time of entry. Employees, directors, officers, and agents of Sponsor, Administrator, and each of their respective parent companies, divisions, dealers, affiliates, subsidiaries, distributors, advertising and promotional agencies and suppliers involved in the Promotion ("Promotion Entities"), as well as the members of each of their immediate families (spouse, parents, children, siblings, and in-laws) and persons residing in the same household as such individuals are not eligible to enter or win. Employees, agents and officers of alcohol beverage retailers and distributors and their immediate family members and all other individuals/entities associated with this Promotion are not eligible to enter or win. Void where prohibited or restricted by law.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Promotion. For purposes of the Promotion, an entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry/Game Play. Entrants will not be allowed to change their physical address or e-mail address.

- 3. HOW TO ENTER THE PROMOTION:** During the Promotion Period, there are two (2) ways to enter:
  - A. Text Message:** Using an SMS-enabled mobile device, an entrant must send a text message to the short code 49375 ("Short Code") stating the keyword "MEAT" ("Keyword"). Once the text message is received, the entrant will be sent a reply text message asking the entrant to submit his/her 5-digit ZIP Code ("XXXXX") and date of birth in the following format: "mmddyyyy". Upon receipt of a valid 5-digit ZIP Code, date of birth, and Keyword, an entrant will automatically receive a Game Play (defined below) and a text message as to whether or not he/she is a potential Game prize winner; entrant will also will receive one (1) entry into the Sweepstakes ("Text Message Entry"). Only Text Message Entries to the Short Code with the valid Keyword, 5-digit ZIP Code, and date of birth will be accepted as a valid Text Message Entry. An entrant who receives a winning notification will be deemed a potential Game prize winner pending verification of the entrant's eligibility and compliance with these Official Rules, as

determined by Sponsor at its sole discretion. Sponsor will notify the potential Game prize winners with prize claim instructions via text message at the SMS-enabled mobile device number provided when registering for the Promotion. See Section 6 (“How to Claim a Prize”) regarding how potential Sweepstakes prize winners will be notified. All Text Message Entries must be received by Sponsor or its authorized designee by 11:59:59 PM CT on September 5, 2015. NOTE: Proof of text message submission does not constitute proof of delivery or receipt of the text message.

**IMPORTANT: Message and data rates may apply for each text message sent or received.** Not all mobile telephone providers carry the service necessary to participate in this Promotion. Entrants should consult their wireless provider’s pricing plans. An entrant may, at any time, choose to stop participating in this Promotion by sending an opt-out text message stating “STOP” to the Short Code. If an entrant sends an opt-out text message, he/she will be sent a reply text message, which will confirm that he/she has been unsubscribed and will receive no further text messages. For help, text the word “HELP” to the Short Code. Each Text Message Entry must be manually key-stroked/entered by the entrant.

- B. Online Entry:** An eligible entrant may visit [www.millerlite.com/meatypizes](http://www.millerlite.com/meatypizes) (“Website”) and enter his/her date of birth. The entrant must then complete and submit the online registration form by providing the information requested by Sponsor, including the keyword “MEAT.” Then the entrant must follow the on-screen instructions to play the Game (“Game Play”). After completing a Game Play, the entrant will receive notification on the Website as to whether or not he/she is a potential Game prize winner. Sponsor will notify the potential Game prize winners via e-mail at the e-mail address provided when registering for the Promotion. Upon completion of a Game Play, an entrant will receive one (1) entry into the Sweepstakes.

Regardless of the method of entry, each entrant who receives a “win” message will be deemed a potential winner subject to verification of the entrant’s eligibility and compliance with these Official Rules. All potential winning Game Plays are subject to verification by Sponsor or Administrator, whose decisions are final and binding. An entrant is not a winner of any prize, even if the Game Play should so indicate, unless and until entrant’s eligibility and the potential winning Game Play have been verified and entrant has been notified that verification is complete. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any Game Play that occurs after the system has failed for any reason is deemed a defective play, is void, and will not be honored.

**Entry Limit:** Regardless of the method of entry, there is a limit of one (1) Game Play and one (1) entry per person per day during the entire Promotion Period. If more than one (1) Game Play or entry is received from the same person, telephone number and/or e-mail address in a single day, only the first entry received may be considered valid. A “day” is defined as starting at 12:00 AM CT and ending at 11:59:59 PM CT on a calendar day during the Promotion Period, except on July 27, 2015, when a day is defined as starting at 12:00 PM CT and ending at 11:59:59 PM CT.

- 4. RANDOM DRAWING:** On or about September 8, 2015, the Administrator will randomly select one (1) potential grand prize winner and ten (10) potential first prize winners from all eligible Sweepstakes entries received during the Promotion Period (“Random Drawing”). Each winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules.

## 5. PRIZES, APPROXIMATE RETAIL VALUE (“ARV”) AND ODDS OF WINNING:

### A. Game Prizes (625): The following Game prizes are available in the Promotion:

Prize	Quantity	ARV (each)	ARV (total)
\$300 StubHub Gift Card	100	\$300	\$30,000
Guy Fieri Grilling Tool Set	350	\$46	\$16,100
\$25 Pre-paid Card	175	\$25	\$4,375

StubHub Gift Cards are subject to terms set for by issuer. See <http://www.stubhub.com/gift-cards/> for details. Each Guy Fieri Grilling Tool set includes a basting brush, turner, tongs, and grill brush. Total ARV of all available Game prizes is \$50,475.

### B. Sweepstakes Grand Prize (1): The Sweepstakes grand prize is a towable grilling trailer with a 42” LCD HDTV, Home Theatre System, mini-fridge, microwave oven, 4-burner grill, and private bathroom (“Grand Prize”). One (1) Grand Prize will be available in the Promotion. The ARV of the Grand Prize is \$12,995.

### C. Sweepstakes First Prizes (10): The Sweepstakes first prize is two (2) tickets (for winner and one [1] adult guest) to the University of Michigan vs. Michigan State University football game in Ann Arbor, Michigan on October 17, 2015 (“First Prize”). The First Prize also includes two (2) nights hotel standard accommodations (single room/double occupancy), a \$500 pre-paid card, and a tailgate party with Guy Fieri (subject to availability and Sponsor’s discretion). Winners’ guests must be 21 years of age or older. If a winner elects to partake in the First Prize without a guest, no additional compensation will be awarded to the winner. **First Prize does not include food (unless otherwise noted) or transportation.** Sponsor is not responsible if event is delayed, postponed, or canceled for any reason. Winner will not receive compensation from Sponsor for tickets that the winner is unable to use due to cancellation of the event, but tickets may be subject to standard rain-check policies and procedures set by the issuer. Winner agrees that event admission is awarded pursuant to a revocable, nontransferable license that is personal to that applicable winner, and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated or otherwise conveyed. Sponsor reserves the right to remove or to deny entry to winner and/or his/her guest if either winner or his/her guest violates the previous restrictions or engages in a disruptive manner, or with intent to abuse, threaten or harass any other person at the event. The ARV of each First Prize is \$2,240. Ten (10) First Prizes will be available in the Promotion.

### D. Total ARV: The total ARV of all available Game prizes and Sweepstakes prizes (or “Prizes”) available in the Promotion is \$85,870.

### E. Odds of Winning: To be a Game prize winner, an entrant’s Game Play must have occurred at the exact randomly predetermined winning time as determined by Sponsor and/or Administrator or, if a Game Play does not occur at the exact randomly predetermined winning time, entrant’s Game Play must be the first Game Play following the predetermined winning time. The number of Game prizes available to be won will decrease during the Promotion Period as prizes are awarded and claimed. The odds of winning a Sweepstakes prize depend on the total number of eligible Sweepstakes

entries received during the Promotion Period.

**F. General:** In no event will more Prizes than are stated in these Official Rules be awarded. If, for any reason, more Prize notifications are sent (or more claims are received) than the number of Prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of Prizes through a random drawing from among all eligible Prize claims received. Limit of one (1) Game prize and one (1) Sweepstakes prize per person/household. No Prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a Prize of equal or greater value in case of unavailability of a Prize or force majeure. The use of a pre-paid card is subject to the terms and conditions set forth thereon which shall govern the use of the pre-paid card. Use of a pre-paid card constitutes the user's acceptance of the terms and conditions so the winner should read the terms and conditions on the pre-paid card carefully. Winner must protect a pre-paid card and treat the pre-paid card as he/she would any other valuable document. A pre-paid card will not be redeemed or exchanged for cash, except where required by law. A pre-paid card will not be replaced or replenished if it lost, stolen, damaged, destroyed or used without the winner's permission and will be voided if altered or defaced.

**6. HOW TO CLAIM A PRIZE:** Potential winners are subject to verification of eligibility and compliance with these Official Rules. Potential Sweepstakes prize winners will be notified by telephone or e-mail after the Random Drawing and will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents within five (5) calendar days from the date of attempted notification or the Sweepstakes prize may be forfeited in its entirety and awarded to an alternate winner, at the Sponsor's sole and absolute discretion. Failure to provide all required information and a signature on the documents within the stated time period may result in forfeiture of winner's right to claim a Sweepstakes prize, and may result in the Sweepstakes prize being awarded to an alternate winner, if time permits. Each potential Sweepstakes prize winner may be subject to a background check before the prize is awarded. Sponsor reserves the right to disqualify the potential winner based on the results of such background check if Sponsor determines in its sole discretion that awarding the Prize to any such individual might reflect negatively on the Sponsor. Potential Game prize winners will be notified with instructions on how to claim a Game prize. Upon verification of eligibility, each Prize will be mailed to the winner at the physical address (P.O. Boxes are not permitted) provided during winner verification (or at the time of entry if the potential winner entered via the Online Entry; Sweepstakes First Prize winners will be contacted by Sponsor or Sponsor's designee to make arrangements for fulfillment of First Prizes). The Promotion Entities shall not be held responsible for any delays in awarding a Prize for any reason. If a potential winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept the Prize, or any winner notification is returned as undeliverable or the potential winner fails to respond to a winner notification within the timeframe specified in such winner notification, or if a potential winner does not answer the initial telephone notification, the Prize may be forfeited. If a Prize is forfeited for any reason, it may be awarded to an alternate potential winner, at the Sponsor's sole and absolute discretion, selected at random from the remaining pool of eligible entries received during the Promotion Period, time permitting. If, after a good-faith attempt, Sponsor is unable to award or deliver a Prize, the Prize may not be re-awarded. Prizes are not transferable and include only the items specifically listed as part of each Prize. Any portion of Prize not accepted by winner will be forfeited. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any Prize won. Sponsor will issue an IRS Form 1099-MISC for each winner whose Prize is

valued at \$600 or more. Approximate retail values are as of the time these Official Rules were printed and the value of a Prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the Prize at the time the Prize is awarded. **All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility.** Each Prize will only be awarded to a verified winner.

- 7. LIMITATION OF LIABILITY:** By participating in this Promotion, entrants agree that the Promotion Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("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 Promotion; (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 Promotion 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 Promotion Entities 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 Promotion related e-mail to a spam or junk folder.

By entering the Promotion, 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 Promotion; 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, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Promotion, including, but not limited to, any Promotion-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Promotion; (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); (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.

If, for any reason, the Promotion is not capable of running as planned, or the integrity and or feasibility of the Promotion is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil

disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of winners in a manner it deems fair and reasonable, including the selection of winners from among eligible entries received prior to such cancellation, termination, modification or suspension without any further obligation provided a sufficient number of eligible entries are received. In the event that, due to technical, typographical, mechanical or other errors, there are more Winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the Winners. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more Prizes are claimed than are intended to be awarded for any Prize according to these Official Rules, the intended Prizes will be awarded in a random drawing from among all verified Prize claims received for that Prize. If Sponsor, in its discretion, elects to alter this Promotion as a result of a Force Majeure event, a notice will be posted at [www.millerlite.com/meatypizes](http://www.millerlite.com/meatypizes).

Without limiting the foregoing, everything regarding this Promotion, including the Prizes, 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 or non-infringement.

**8. DISPUTES: THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF COLORADO, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN JEFFERSON COUNTY, COLORADO. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN COLORADO. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN JEFFERSON COUNTY, COLORADO. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION OCCURRED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**

**9. PRIVACY POLICY:** Any personally identifiable information collected during an entrant's participation in the Promotion will be collected by Sponsor or its designee and used by



Sponsor, its affiliates, designees, agents and marketers for purposes of the proper administration and fulfillment of the Promotion as described in these Official Rules and in Sponsor's privacy policy at <http://www.millerlite.com/legal/privacy>.

**10. PUBLICITY RIGHTS:** By participating in the Promotion and/or accepting a Prize, each entrant agrees to allow Sponsor and Sponsor's designee the perpetual right to use his/her name, biographical information, photos and likeness, voice recording, video images and all related footage, and statements for Promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered worldwide including but not limited to television (including live television), radio, Internet, without notice, review or approval and without additional compensation except where prohibited by law.

**11. GENERAL:** This Promotion is subject to all federal, state and local laws and regulations. Winning a Prize is contingent upon fulfilling all requirements set forth herein. Any attempted form of participation in this Promotion other than as described herein is void and will result in disqualification, and if such person is selected as a potential winner, revocation of his/her Prize. If it is discovered or suspected that a person has registered or attempted to register or receive entries using multiple telephone numbers, e-mail addresses, identities, IP addresses, or use of proxy servers or like methods, all of that person's entries will be declared null and void and that person will not be awarded any Prize that he/she might have been entitled to receive and such Prize may be forfeited at the Sponsor's sole and absolute discretion. Sponsor reserves the right to disqualify any individual found, in its sole and absolute opinion, to be tampering with the operation of the Promotion, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Promotion. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE PROMOTION OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of a dispute as to the identity of an entrant, the entry will be declared made by the primary account holder of the account associated with the mobile device used to complete the Text Message Entry based on the applicable carrier's records (or e-mail address stated on the Online Entry based on the applicable provider's records). Potential winners may be required to show proof of being the primary account holder. The "primary account holder" is the natural person listed as the primary owner of the mobile device and associated mobile telephone number by a mobile telephone carrier (or primary owner of the e-mail address listed by the e-mail provider). If any provision of these Official Rules or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or any Prize documents will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and the Promotion details contained in any Promotion promotional materials (including, but not limited to, point of sale, television and print advertising, promotional

packaging and other promotional media), the details of the Promotion as set forth in these Official Rules shall prevail.

- 12. WINNERS LIST:** To obtain a list of the names of the winners, mail a self-addressed, stamped business-sized envelope to: Miller Lite® Guy Fieri Tailgate Instant Win Game and Sweepstakes - Winners List Request, P.O. Box 410, Southfield, MI 48037. Winners List requests must be received by November 7, 2015.

**Sponsor:** MillerCoors LLC, 3939 W. Highland Blvd., Milwaukee, WI USA 53201.