

HEINEKEN STAR QUALITY 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 Heineken Star Quality Sweepstakes (“Sweepstakes”) is sponsored by Heineken USA Incorporated (“Sponsor”), 360 Hamilton Ave, Suite 1103, White Plains, NY 10601-1882, and is administered by an independent third party administrator (“Administrator”).

1. **SWEEPSTAKES PERIOD:** The Sweepstakes begins on January 4, 2021 at 12:00 PM Eastern Time (“ET”) and ends on December 31, 2021 at 11:59:59 PM ET (“Sweepstakes Period”). The Sweepstakes consists of twelve (12) monthly entry periods (each, an “Entry Period”) as set forth in the chart below:

Entry Period	Start Date and Time	End Date (at 11:59:59 PM ET)	Random Drawing Date (on or about)
1	1/4/21 at 12:00 PM ET	1/31/21	2/1/21
2	2/1/21 at 12:00 AM ET	2/28/21	3/1/21
3	3/1/21 at 12:00 AM ET	3/31/21	4/1/21
4	4/1/21 at 12:00 AM ET	4/30/21	5/3/21
5	5/1/21 at 12:00 AM ET	5/31/21	6/1/21
6	6/1/21 at 12:00 AM ET	6/30/21	7/1/21
7	7/1/21 at 12:00 AM ET	7/31/21	8/2/21
8	8/1/21 at 12:00 AM ET	8/31/21	9/1/21
9	9/1/21 at 12:00 AM ET	9/30/21	10/1/21
10	10/1/21 at 12:00 AM ET	10/31/21	11/1/21
11	11/1/21 at 12:00 AM ET	11/30/21	12/1/21
12	12/1/21 at 12:00 AM ET	12/31/21	1/3/22

Non-winning entries will carry forward to subsequent Entry Periods. The Administrator’s computer is the Sweepstakes official clock.

2. **ELIGIBILITY:** This Sweepstakes is open only to legal residents of the fifty (50) United States (including the District of Columbia) who are at least twenty-one (21) years old at the time of entry. Employees of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, “Sweepstakes Entities”) and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the “steps” of each, regardless of where they reside) and persons living in the same household of each, whether or not related, and alcoholic beverage suppliers, wholesalers, distributors, importers, and retailers, and employees thereof, are not eligible to enter or win. All federal, state, and local laws apply. 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 Sweepstakes.

3. **HOW TO ENTER:** During the Sweepstakes Period, an eligible entrant may use one of the following methods to receive one (1) Sweepstakes entry (“Entry”):
- A. Online:** During the Sweepstakes Period, an eligible entrant may visit <https://www.heineken.com/us/starquality> (“Website”) and complete and submit the registration form including, but not limited to: his/her first and complete last name (no initials), valid e-mail address, phone number, street address (no P.O. Boxes will be allowed), city, state, and ZIP Code. After submitting the registration information, or every day after, the entrant may follow the on-screen instructions to upload an original photograph of a “Star Quality pint” (“Photo”), which may include any depiction of a perfectly poured Heineken. **Note: No beer purchase is necessary to enter, an entrant may upload or share a picture of any “perfectly poured Heineken”, including depictions from advertising.** Upon the successful submission of the Photo, an entrant will receive one (1) entry into the Sweepstakes.
- B. Social Media:** During the Sweepstakes Period, an eligible entrant may follow the steps below to receive an Entry.
- i. Sign into his/her Twitter or Instagram account (entrant may create a Twitter or Instagram account for free if he/she does not already have one);
 - ii. Become a follower of @Heineken_US on Twitter or @heineken_us on Instagram (if not already following on Twitter or on Instagram). There is no charge to sign up for Twitter or Instagram or to follow @Heineken_US on Twitter or @heineken_us on Instagram; and
 - iii. Compose a new Tweet or Instagram post sharing a Photo, including the hashtags “#FoamMeansFresh” and “#Sweepstakes”, and tag @Heinken_US on Twitter or @heineken_us on Instagram to receive one (1) Entry into the Sweepstakes.

By entering the Sweepstakes on social media and using the hashtags “#FoamMeansFresh” and “#Sweepstakes”, entrant hereby agrees to be bound by these Official Rules. Entries will be deemed made by the authorized account holder of the Twitter or Instagram account the entry is submitted from at the time of entry. The “authorized account holder” is the person who is assigned to the Twitter account or Instagram by the online service provider. An entrant must have a non-private Twitter account or Instagram account to enter the Sweepstakes and must be a follower of @heinken_us on Twitter or @heineken_us on Instagram until January 31, 2022 for potential winner notification purposes to be eligible to win/claim a prize. If an entrant does not have a non-private Twitter account, he/she can create one at no cost by visiting www.twitter.com. Please note that an entrant must agree to comply with the Twitter Terms of Service (<https://twitter.com/tos/>) and Privacy Policy (<https://twitter.com/privacy>) (if entering using Twitter) in order to participate in the Sweepstakes. Entrants may create an Instagram account at no cost by logging on to <http://instagram.com>. Creation of an Instagram account requires a contestant to agree to Instagram’s Terms of Service and Privacy Policy, available at <https://help.instagram.com/581066165581870> and <https://help.instagram.com/519522125107875>, respectively. Due to the way Instagram operate its services, entries from users with protected or private accounts (i.e., entrant has set his/her account so that only people the entrant has approved can view his or her updates) may not be received. If an entrant enters from his/her wireless phone, the entrant’s wireless service provider may charge the entrant. Entrants should consult their

wireless-service providers regarding their pricing plans. Message and data rates may apply. By participating in the Sweepstakes on social media, entrant understands that he or she is providing his or her information to Sponsor and not Twitter, Inc. ("Twitter") or Instagram, Inc. ("Instagram"). Further, entrant specifically agrees to release Twitter and Instagram from any and all liability associated with this Sweepstakes. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Twitter, Instagram, or any of their affiliates.

The content included in an Entry will not be judged or used in any way to determine a winner. By submitting an Entry, entrant hereby grants permission for the Entry to be posted on the Sponsor's website or other website for public view and sharing during the Sweepstakes Period.

Once an entry is submitted in the Sweepstakes it will be posted in an online public gallery and may be made available on Sponsor's social media accounts or other websites for viewing by the general public and any such posting will be deemed made at the direction of the entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act. All entries must be received during the Entry Phase and must comply with these Official Rules, including, but not limited to the entry requirements set forth below.

Entry Requirements: All Entries must comply with the following restrictions:

- If submitted on Twitter or Instagram, Entry must contain the hashtags "#FoamMeansFresh" and "#Sweepstakes" and tag @Heinken_US on Twitter or @heineken_us on Instagram;
- Entry must be in English (except for commonly understood foreign words);
- If submitted on Twitter or Instagram, Entry must comply with Twitter terms of use located at <https://twitter.com/tos/> and/or Instagram terms of use located at: <http://instagram.com/about/legal/terms/>;
- Entry cannot have been published previously by any party other than the entrant;
- Entry must be suitable for publication (i.e., may not be obscene or indecent);
- Entry cannot contain trademarks, logos or trade dress owned by any third party, or advertise or promote any brand or product of any kind, other than the Sponsor's;
- Entry cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images);
- Entry cannot include the name, likeness, photograph, or other indicia identifying any person, living or dead, without written permission from that person;
- Entry cannot include anyone under the age of twenty-one (21);
- Entry cannot feature any alcohol retailer name or logo, or any other alcohol brand name or logos aside from Heineken;
- Entry cannot be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group;
- Entry cannot promote illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Entry cannot describe or depict any illegal activity or violation of any state or federal law;
- Entry must not include any personally identifiable information (full name, e-mail address, telephone number, etc.);

- Entry must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to, content that promotes, suggests, or encourages:
 - gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
 - the use of prostitution, pornography, nudity, profanity or other adult content, or violence;
 - the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- Entry must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way.

If any Entry fails to comply with any of these Entry Requirements or any other provisions of these Official Rules, at the Sponsor's sole discretion, Sponsor reserves the right to disqualify the entrant. Sponsor reserves the right to disqualify any entry that it deems in its sole discretion to not be in compliance with the Beer Institute's Advertising and Marketing Code.

IMPORTANT: MESSAGE AND DATA RATES MAY APPLY IF AN ENTRANT ENTERS THIS SWEEPSTAKES ON HIS/HER MOBILE DEVICE. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THIS SWEEPSTAKES. ENTRANTS SHOULD CONSULT THEIR WIRELESS PROVIDER'S PRICING PLANS. MOBILE ENTRY IS NOT REQUIRED TO ENTER OR WIN A PRIZE IN THIS SWEEPSTAKES.

LIMIT: There is a limit of one (1) unique Entry per person per entry method per day during the Sweepstakes Period. If an entrant enters more than one (1) time per entry method, per day, or attempts to submit the same Entry multiple times, only the first such Entry or first Entry for such day will be included in the Sweepstakes. For purposes of this Sweepstakes, a day is defined as starting at 12:00 AM ET and ending at 11:59:59 PM ET on a calendar day, except on January 4, 2021, when a day starts at 12:00 PM ET and ends at 11:59:59 PM ET.

4. **RANDOM DRAWING:** On or around each of the Random Drawing Dates set forth in Section 1, the Administrator will randomly select twelve (12) potential winners, one (1) per Entry Period, from all eligible entries received. Each winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules.
5. **PRIZES, APPROXIMATE RETAIL VALUES ("ARV"), AND ODDS OF WINNING:**
 - A. **Prizes (12, 1 per Entry Period):** Each prize is a Visa® Gift Card ("Prize"). No more than twelve (12) Prizes will be available in the Sweepstakes. The Approximate Retail Value ("ARV") of each Prize is \$1,040.
 - B. **Total ARV:** The total ARV of all Prizes available in the Sweepstakes is \$12,480.
 - C. **Odds of Winning:** The odds of winning a Prize depend on the number of eligible Sweepstakes entries received during the applicable Entry Period in addition to non-winning entries carried over from prior Entry Periods.

D. General Conditions: There is a limit of one (1) Prize per person/household. The GiftCards.com Visa Gift Card is issued by MetaBank®, Member FDIC, pursuant to a license from Visa U.S.A. Inc. The Visa Gift Card can be used everywhere Visa debit cards are accepted in the US. No cash or ATM Access. MetaBank and Visa are not the sponsor of the Sweepstakes. Card may have fees that reduce winnings. Funds do not expire. In no event will more than the stated number of Prizes be awarded during the Sweepstakes Period. If, for any reason, more Prize notifications are sent (or more claims are received) than the Prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the stated number of Prizes through a random drawing from among all eligible Prize claims received. No Prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a Prize, or component thereof, with a prize of equal or greater value in case of unavailability of a Prize or a Prize component. No part of any prize includes any alcoholic beverages. **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 (Heineken, Amstel, Dos Equis, Dos-A-Rita, Murphy's, Newcastle, Red Stripe, Strongbow, Tecate, and Tiger).**

6. HOW TO CLAIM A PRIZE: Potential winners are subject to verification of eligibility and compliance with these Official Rules. The potential winners will be notified either (1) via e-mail at the e-mail address provided during registration, (2) on Twitter by a Direct Message from @Heineken_US, or (3) on Instagram by a Direct Message from @heineken_us (depending on his/her method of entry) with instructions on how to claim his/her Prize. If a potential winner entered on Twitter or Instagram, the potential winner must respond to the Twitter/Instagram Direct Message winner notification within twenty four (24) hours or they may, at the Sponsor's sole discretion, be disqualified. Potential winners 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) business days from the date of attempted notification or the 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 Prize, and may result in the Prize being awarded to an alternate winner, if time permits. The Sweepstakes 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 a Prize, or the winner notification is returned as undeliverable or a potential winner fails to respond to a winner notification within the timeframe specified in such winner notification, or if the potential winner does not answer the initial 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 applicable Entry 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 a prize. Any portion of a 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 the prize won. Sponsor will issue an IRS Form 1099 to each winner. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. A Prize will only be awarded to a verified winner.

7. LIMITATION OF LIABILITY: By participating in this Sweepstakes, entrants agree that the Sweepstakes Entities, Twitter, Instagram, 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, Instagram, Inc., and Twitter, Inc., ("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 Sweepstakes; (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 Sweepstakes 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 Sweepstakes Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Sweepstakes, 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 Sweepstakes; and (iii) 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 Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes; (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 Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical, administrative, printing, production, computer 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 winner. Notice of such cancelation, termination, or modification of the Sweepstakes shall be posted at the Website.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, 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 SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. 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 JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“JAMS RULES”). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. 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 SWEEPSTAKES 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 FROM THE END OF THE SWEEPSTAKES PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.
- 9. PRIVACY:** Sponsor will be collecting personal data about entrants online, in accordance with privacy policy. Sponsor’s privacy policy is available at [h. https://www2.heineken.com/us/terms-of-use-and-privacy#privacy-policy](https://www2.heineken.com/us/terms-of-use-and-privacy#privacy-policy). By participating in the Sweepstakes, entrant hereby agrees to Sponsor’s collection and usage of his/her personal information and acknowledges that he/she has read and accepted Sponsor’s Privacy Policy.
- 10. PUBLICITY RIGHTS:** By participating in this Sweepstakes, each entrant agrees to allow the Sponsor and Sponsor’s designee the perpetual right to use his/her name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Sweepstakes for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
- 11. GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Sweepstakes; 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 this Sweepstakes. Any attempted form of participation in this Sweepstakes other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential

addresses, multiple identities, IP addresses, 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. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. Each entrant may be required to show proof of being an authorized account holder. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES 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.** 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 the prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. 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 become the property of Sponsor and will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

- 12. WINNERS LIST:** For a list of winners, interested individuals should mail a self-addressed stamped business envelope to: Winners List, Heineken Star Quality Sweepstakes, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received no later than March 1, 2021.



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