

**AUGUST SCHELL BREWING COMPANY**  
**OFFICIAL RULES FOR 2025 NORDEAST GHOST GAME**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING THE GAME. VOID WHERE PROHIBITED BY LAW.**

**BY ENTERING INTO OR PARTICIPATING IN THE GAME, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES, WHICH CONSTITUTE A CONTRACT, SO READ THEM CAREFULLY, IF YOU DO NOT AGREE WITH THE TERMS OF THIS CONTRACT, DO NOT ENTER THE GAME.**

**BY AGREEING TO THESE TERMS OF USE, YOU ARE AGREEING TO LIMIT OUR LIABILITY TO YOU, TO SETTLE ANY DISPUTE BY BINDING ARBITRATION AND TO WAIVE LEGAL RIGHTS INCLUDING A WAIVER OF CLASS ACTION RIGHTS. SEE SECTIONS 10, 11 & 13 OF THESE OFFICIAL RULES.**

**1. SPONSOR AND APPLICATION OF OFFICIAL RULES**

These Official Rules apply to the Grainbelt 2025 Nordeast Ghost game (the “**Game**”) conducted and sponsored by August Schell Brewing Company, d/b/a Grain Belt Brewing (“**Sponsor**”) at [www.grainbelt.com/ghost](http://www.grainbelt.com/ghost), which may also be accessed through a QR code (collectively, the “**Website**”).

Sponsor’s principal address is 1860 Schell Road, New Ulm, Minnesota 56073. Sponsor is responsible for the collection, submission or processing of entries and the overall administration of the Game.

**IF YOU ENTER THE GAME, YOU AGREE TO AND ARE BOUND BY THESE OFFICIAL RULES. WE ARE WILLING TO ALLOW YOU ENTRY TO THE GAME ON THE CONDITION THAT YOU ACCEPT AND AGREE TO THESE OFFICIAL RULES AND DECISIONS OF THE SPONSOR RELATING TO SUCH RULES, WHICH DECISIONS SHALL BE FINAL AND BINDING. IF YOU DO NOT AGREE TO BE BOUND BY ALL RULES, DO NOT ENTER THE GAME.**

**2. ELIGIBILITY**

The Game is open only to natural persons who (a) are residents of the States of Minnesota, Wisconsin, Iowa, Nebraska, North Dakota and South Dakota; and (b) at the time of entry, are twenty-one (21) years of age or older. Officers, directors and employees of Sponsor and Sponsor’s parent companies, subsidiaries, affiliates, licensees, advertising and promotional agencies (the “**Ineligible Parties**”), are ineligible to enter the Game or win a prize. Household Members and Immediate Family Members of the Ineligible Parties are also not eligible to enter or win. “**Household Members**” shall mean those people who share the same residence at least three (3) months a year. “**Immediate Family Members**” shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses. Entries submitted by or on behalf of participants who do not meet the eligibility requirements are void. The Game is

subject to all applicable federal, state and local laws and regulations and is void where prohibited or restricted by law.

### **3. HOW TO ENTER THE GAME**

The Game begins at 12:01 a.m. Central Time on June 1, 2025 and ends at 11:59 p.m. Central Time on July 28, 2025 (the “**Promotion Period**”). To enter the Game, during the Promotion Period (i) navigate to the Website, (ii) where indicated, complete the entry form by providing your legal name, mailing address, telephone number and e-mail address; (iii) where prompted “Where did you purchase this can? (city name and store please)” enter “No Purchase Made” or the liquor store where a purchase was made (iv) click the “Submit” button. You will receive one (1) entry into the Game submitted via the Website as described herein.

Only entries actually received by the Sponsor during the Promotion Period are eligible. The Website database clock will be the official timekeeper for the receipt of entries into the Game. By submitting your information on the Website, you will be required to agree to Sponsor’s terms of service and privacy policy. If you do not agree to Sponsor’s terms of service and privacy notice, you cannot enter the Game.

Use of any automated system to participate is prohibited and any automated entries are void and will result in disqualification. Entries that are incomplete, illegible, destroyed, late, misdirected, deceptive, not received by the Sponsor due to any technical error, or otherwise not in compliance with the Official Rules may be disqualified from the Game, at the Sponsor’s sole and absolute discretion. Attempts made by the same individual to submit multiple entries by using, for example, multiple/different email addresses, identities, registrations, or any other methods, including, but not limited to, commercial contest/sweepstakes subscription notification and/or entering services, will void participant’s entries and that participant may be disqualified. Final eligibility for the award of the prize is subject to eligibility verification as set forth below. In the event of a dispute as to any entry into the Game, the authorized account holder of the email address enter the Game will be deemed the participant. The “authorized account holder” is the natural person who is assigned to the 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 email address.

All entries become the property of Sponsor and will not be returned to the participant or acknowledged. Proof of submitting an entry does not constitute proof of receipt of the entry by the Sponsor.

### **4. ODDS OF WINNING**

Odds of winning the Game depend on the number of eligible entries received by the Sponsor for the Game.

## **5. WINNER SELECTION; NOTIFICATION**

The potential winners of the Game will be selected by a random drawing from all eligible entries received in accordance with the Official Rules. The drawing for the first ten (10) prizes will take place at Sponsor's office on July 29, 2025 (the "**Drawing Date**"). The drawing will be conducted by a representative of the Sponsor. Sponsor expects to notify the potential winners immediately following the drawing.

If you are the potential winner in the Game, you will be notified by the Sponsor, following the Drawing Date, via e-mail at the e-mail address associated with the potential winner's entry into the Game. To claim a prize, the potential winner must reply to the Sponsor within one (1) day of such notification. If the potential winner does not respond to the Sponsor's prize notification e-mail within one (1) day, or if the notification is rejected, faulty, unclaimed or returned undeliverable (for any reason whatsoever) to such potential winner, the potential winner may be deemed to have forfeited the prize, and the Sponsor will have the sole and absolute discretion to select, by random drawing, another potential winner from the remaining eligible entries in the Game.

Before awarding a prize, the Sponsor may require each potential winner to furnish proof of identification and other proof of eligibility under the Official Rules and execute and return documentation such as an affidavit of eligibility, a publicity release, a release of liability, a tax acknowledgement form, and other documents, each within the period of time specified by the Sponsor. If a potential winner is found to be ineligible to participate in the Game, or is found to be in violation of the Official Rules, or fails or refuses to execute and return any documentation required by the Sponsor within the time period specified, or declines a prize for any reason, such potential winner may be deemed to have forfeited the prize, and the Sponsor will have the sole and absolute discretion to select, by random drawing, another potential winner from the remaining eligible entries in the Game.

If, for any reason, more than one person claims to be the bona fide winner of a particular prize, or more prizes are claimed than are intended to be awarded in the Game, the Sponsor may, by a random drawing among all persons making purportedly valid claims for such prize(s), determine the winner of the prize. Inclusion in such random drawing shall be each entrant's sole and exclusive remedy under such circumstances. In no event will more than the stated number of prizes for the Game be awarded.

## **6. PRIZE(S)**

There will be one (1) prize awarded in the Game. The price will be two (2) floor tickets to the Ghost concert at the Xcel Energy Center, St. Paul, Minnesota, on August 2, 2025, one (1) night stay at a hotel to be identified on August 2, 2025 (includes lodging and taxes only) and Grain Belt merchandise to be selected by Sponsor. The prize has a fair market value of \$600.00.

***All costs and expenses associated with a winner's acceptance and use of a prize not specified as being provided as part of the prize are the sole responsibility of the winner.***

## **7. TAXES**

A winner is solely responsible for reporting and paying all applicable federal, state, and local taxes related to any prize. No responsibility or liability is assumed for any obligations, damages, losses or injury resulting from acceptance or use of a prize or any substitute therefore. Following the winner claiming the prize, the failure to utilize the prize does not relieve the winner of tax obligations associated with receiving the prize. The United States of America Internal Revenue Service (IRS) requires a Form 1099-MISC for U.S. residents to be issued and filed for each winner who receives a prize if the amount of the prize is \$600 or more. Sponsor will send the winner a W-9 form, which must be completed and returned to Sponsor for the winner to receive the prize. A copy of any Form 1099-MISC filed by Sponsor will be sent to the winner. The Form 1099-MISC will be issued for the fair market value of the prize. Any winner who fails to promptly (i.e., within ten (10) business days) provide information sufficient to complete Form 1099-MISC, including, without limitation, their social security number, shall forfeit any and all rights to a prize.

## **8. PRIVACY**

By entering the Game or claiming a prize, each participant and/or winner of the Game may be sharing his or her personal information with Sponsor. Information transmitted to Sponsor will generally be treated as non-confidential and non-proprietary. By entering into the Game, each participant agrees to Sponsor's privacy policy, which is available at [www.schellsbrewery.com/privacy-policy](http://www.schellsbrewery.com/privacy-policy). If you do not wish to receive these communications, you may "opt out" by following the instructions in the privacy policy. Please note, however, that if you "opt-out" of receiving communications, Sponsor may still contact you concerning the Game including notifying you if you are a potential winner of a prize. By entering the Game or claiming a prize you consent to Sponsor's use of each winner's name, biographical information and/or likeness for online posting and/or any other written or photographic advertising and publicity without additional compensation, except where prohibited by law.

## **9. GENERAL CONDITIONS**

Participation in the Game constitutes participant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are made in the Sponsor's sole discretion and are final and binding in all matters related to the Game. Sponsor reserves the right to disqualify any participant Sponsor believes (i) has violated these Official Rules; (ii) is responsible for, tampers with, cheats, deceives, or otherwise engages in unfair practices concerning the administration, operation or security of the Game, or (iii) has acted in a manner that Sponsor determines, in its discretion, is abusive, offensive, harassing, threatening, repugnant, or violent at any time. ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GAME 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Game at any time for any reason in its sole discretion, which shall be final. All decisions of Sponsor shall be final and participants waive any right to challenge any decisions made by Sponsor.

In the event that Sponsor is prevented from continuing with the Game, or the integrity and/or feasibility of the Game as planned is undermined by any event including, but not limited to, any error, virus, bugs, non-authorized human intervention, action of participants or other causes beyond the control of Sponsor that corrupt or impair the administration, security, fairness or proper play of the Game, or any fire, flood, weather event, 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, or order of any court or jurisdiction, Sponsor shall have the right, in its sole discretion, to disqualify you and to abbreviate, modify, suspend, cancel or terminate the Game.

Subject to applicable law, the winner irrevocably grants to the Sponsor and its officers, managers, owners, employees, owners, agents, affiliates, and representatives the right and permission to use his/her name, voice, likeness and/or biographical material for advertising, promotional and/or publicity purposes in connection with the Game, in all forms of media and by all manners and on and in connection with related products, services, advertising and promotional materials, worldwide, in perpetuity, without any consideration, royalty, obligation or notice, except the awarding of the prize to the winner.

## **10. RELEASE & INDEMNITY**

To the fullest extent permitted by law, by participating in the Game, participants agree to release, indemnify, defend and hold harmless the Sponsor and its affiliates, and each of their respective vendees, vendors, owners, employees, agents, directors, officers, shareholders, contractors, successors and assigns (collectively "**Released Parties**") for, from and against, any and all claims, debts, liabilities, demands, obligations, costs, fees, expenses, actions, causes of action whatsoever, of every nature, character and description (collectively, "**Claims**"), known and unknown, arising out of or in any way related to the Game, these Official Rules, the negligence of any of the Released Parties, entry into the Game and the acceptance, possession, misuse or use of any prize (including, without limitation, any property loss, personal injury, or death, in connection with attendance, use or possession of the prize).

By participating in the Game, each participant also agrees to indemnify, defend, release, discharge and hold harmless Released Parties from any and all Claims of any kind whatsoever for injuries, death, damages or losses to persons and property which may be sustained in connection with the receipt, ownership, possession, use or misuse of any prize by participant

and participant's guests and invitees, including, without limitation, claims for breach of contract, infliction of emotional distress, defamation, false light, common law or statutory misappropriation, invasion or other violations of any actual or purported right of privacy and/or publicity, and claims under equivalent federal, or state laws arising from participation and any exploitation of any or all of the rights granted to Sponsor.

In addition, each participant acknowledges and agrees that the Released Parties are not responsible for any costs, injuries, losses, or damages of any kind arising from or in connection with: (i) unauthorized human intervention in the Game; (ii) late, lost, delayed, damaged, misdirected, incomplete, illegible, unintelligible or misdirected entries; (ii) any condition caused by events beyond the control of the Sponsor that may cause the Game to be disrupted or discontinued; (iii) any failure to receive or process entries due to any cause, including without limitation, human, transmission or technical problems, failures, or malfunctions of any kind, howsoever originating, that may limit or disrupt a participant's ability to participate in the Game including any interruptions to any network, server, software, Internet, website, telephone, satellite, computer or other connections; (iv) garbled, misdirected or jumbled transitions, or traffic congestion; (v) any injuries, losses, or damages of any kind caused by a prize or resulting from acceptance, possession, or use of a prize, or from entry into or participation in the Game (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, or any claims, costs, injuries, losses, or damages related to or based on the participant's rights of publicity or privacy, or the participant's claim that they have somehow been defamed or portrayed in a false light); (vi) any printing or typographical errors in any materials associated with the Game; (vii) human error and other errors; or (viii) late, lost, delayed, or damaged delivery of any prize.

**TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL A PARTICIPANT OR WINNER BE PERMITTED TO OBTAIN AWARDS FOR, AND EACH PARTICIPANT AND WINNER HEREBY WAIVES ALL RIGHTS TO CLAIM, INDIRECT, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES ARISING OUT OF OR RELATED IN ANY WAY TO THE GAMES, THESE OFFICIAL RULES, PARTICIPANT'S ENTRY INTO THE GAME, THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES, AND THE ACCEPTANCE, POSSESSION, MISUSE OR USE OF ANY PRIZE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO EACH PARTICIPANT.**

**PARTICIPANTS UNDERSTAND THAT EACH PARTICIPANT IS WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT HAS READ AND UNDERSTANDS, AND HEREBY EXPRESSLY WAIVES, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE, COUNTRY OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**

***EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."***

## **11. GOVERNING LAW**

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of participants or Sponsor in connection with the Game shall be governed by and construed in accordance with the laws the State of Minnesota and the United States of America, 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 or country's laws, and any matters or proceedings which are not subject to arbitration as set forth in these Official Rules and/or for entering any judgment on an arbitration award, shall take place solely and exclusively in courts located in the State of Minnesota, Brown County.

All matters involving the Game and these Official Rules shall be resolved individually, without resort to any form of class action and all damages, claims, judgments and awards shall be limited to actual out-of-pocket costs incurred (excluding any attorneys' fees).

## **12. SOCIAL MEDIA DISCLOSURE**

Although the Game may be advertised on Facebook pages, X accounts, Tik-Tok accounts, Instagram accounts, YouTube channels or other social media platforms of Sponsor, the Game is in any way sponsored, endorsed or administered by, or associated with, Facebook, X, Tik-Tok, Instagram, YouTube or other social media platforms. Participants are providing their information to the Sponsor and not to Facebook, X, Tik-Tok, Instagram, YouTube or other social media platforms. By entering the Game, participants provide a complete release of Facebook, X, Tik-Tok, Instagram or YouTube from any and all responsibilities implied or provided by the Sponsor and that this promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, X, Tik-Tok, Instagram or YouTube.

## **13. BINDING ARBITRATION**

Except with respect to the protection and enforcement of the intellectual property rights of Sponsor and its rights to seek and/or obtain injunctive or equitable relief therefore, any claim, cause of action or proceeding arising out of or relating to these Official Rules or the Game shall be resolved by mandatory, binding arbitration in Brown County, Minnesota administered by the American Arbitration Association under its Commercial Arbitration Rules (the "**Arbitration Rules**"). The U.S. Arbitration Act shall govern the interpretation, enforcement and proceedings pursuant to the Arbitration Rules. The arbitrator shall be selected pursuant to the Arbitration Rules. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the Arbitration Rules and procedures, 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,

the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties.

**THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN PARTICIPANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THE GAME IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY BEING ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES AND THE ARBITRATION RULES.**

**BY PARTICIPATING IN THE GAME, EACH PARTICIPANT AGREES THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE GAME, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY DAMAGES OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) PARTICIPANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND PARTICIPANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY PARTICIPANT.**

#### **14. WINNER'S LIST**

The name of the winner(s) of the Game will be available on the Website after determination is made as to the winners after the close of the Game.

#### **15. SEVERABILITY**

If any provision(s) of these Official Rules is held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. Sponsor reserves the right in its sole discretion to supplement or make changes to these Official Rules without notice.