

# Contest Terms and Conditions

## Terms and conditions for Win a Belgian Beercation Giveaway 2024

**1. PROMOTION PERIOD.** Promotion begins 7P.M. EST, Sept 2, 2024, and ends at approximately 9:00 p.m. EST, September 12, 2024, when a winner will be chosen at random among participants who attend the full Zoom online beertasting and are present at the time of drawing.

**2. ELIGIBILITY.** This sweepstakes (the “Promotion”) is only open to legal residents of the 50 United States and District of Columbia who are at least 21 years old as of the date of entry, except officers, directors, members, and employees of the Sponsor, the judging organization (if applicable), or any other party associated with the development or administration of this Promotion, and the immediate family (i.e., parents, children, siblings, spouse), and persons residing in the same household, as such individuals. This Promotion is void outside the 50 United States and the District of Columbia, and where prohibited.

**3. HOW TO ENTER.** Visit <https://bonbeer.com/beer-trips-beer-tours/boynton-beach-beer-tasting-class/> during the Promotion Period and follow the instructions to complete and submit a registration form for the online virtual beer tasting class and attend the Zoom class on September 12, 2024 at 7:30 PM EST and attend the class online. Any Payment made for the class is voluntary and no payment is required to attend. Attendees DO NOT need to drink during the event, should the prefer to just watch, rather than participate in, the event online. All entrant information, including e-mail addresses, is subject to the respective Privacy Policy of the applicable Sponsor(s).

**4. WINNER SELECTION AND NOTIFICATION.** Winner selection will be conducted by random drawing from all eligible entries on or about 9:00PM EST on September 12, 2023. (the “Drawing Date”). Any potential winner will be notified online at the time of the event. This will be followed up by mail, email and/or telephone. If a potential winner refuses the prize, such potential winner forfeits all rights to win the Promotion or receive the prize, and an alternate potential winner may be selected. Upon contacting a potential winner and determining that he/she has met all eligibility requirements of the Promotion, including without limitation the execution of required waivers, publicity and liability releases and disclaimers, such individual will be declared the “winner” of the Promotion.

**5. PRIZE DESCRIPTION.** There will be one (1) winner. The prize is a single occupancy cabin on the Bon Beer Voyage Belgium France Beercation Cruise, to take place October 26-November 2, 2024. Prize is for one passenger. Based on availability, winner may pay the difference between the value of the single occupancy and a double occupancy, should they wish to bring a guest with them. Prize is for beercation only, airfare, incidentals and other items of personal nature are not included. Trip details may be found on the website at <https://bonbeer.com/beer-trips-beer-tours/belgium-france-beercation-cruise-2024/>. The approximate retail value of the prize package is \$4995.

**6. TAXES.** All federal, state and/or local income and other taxes, if any, are the winner’s sole responsibility.

**7. ODDS OF WINNING.** The odds of winning this Promotion depend on the number of eligible entries received.

**8. NO PRIZE TRANSFER OR SUBSTITUTION.** No prize or any portion thereof is transferable or redeemable for cash. Prize is only valid for the Oct 26-Nov 2 2024 Belgium France Beercation Cruise. Prize is not retroactive and may not be applied to previous bookings. However, at winner’s discretion, prize may be gifted to a friend or family member, but may not be bartered, sold or otherwise traded out for any cash or other remuneration. Any portion of the prize that is not used is forfeited. No substitutions for prize except by Sponsor, in which case a prize of equal or greater value will be substituted. Should winner decide not to accept the prize, a new winner will be chosen from the attendee list, via a randomized drawing.

**9. CONSENT AND RELEASE.** By entering the Promotion, each entrant releases and discharges the Sponsor, judging organization (if applicable), and any other party associated with the development or administration of this Promotion, their parent, subsidiary, and affiliated entities, and each of their respective officers, directors, members, shareholders, employees, independent contractors, agents, representatives, successors and assigns (collectively, "Sponsor Entities"), from any and all liability whatsoever in connection with this Promotion, including without limitation legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively, "Claims"). Except where prohibited: (i) acceptance of a prize constitutes the consent of any winner, without further compensation, to use the name and likeness of such winner for editorial, advertising and publicity purposes by the Sponsor and/or others authorized by the Sponsor; (ii) acceptance of a prize constitutes a release by any winner of the Sponsor Entities of any and all Claims in connection with the administration of this Promotion and the use, misuse, or possession of any prize; (iii) any potential winner may be required to sign an affidavit of eligibility (including social security number) and a liability/publicity release; and (iv) if prize involves travel or activities, any potential winner and travel companion (if applicable) may be required to execute releases of the Sponsor from any and all liability with respect to participation in such travel/activities and/or use of the prize. Affidavits and releases must be returned within ten (10) days from the date that Sponsor first tries to notify the potential winner. If winner is deemed to be a minor under the jurisdiction of his/her residence, the prize will be awarded in the name of his/her parent or legal guardian who must execute the necessary affidavit and release and, if applicable, must accompany winner on the trip (no additional travel expenses will be awarded should a parent or legal guardian be required to accompany the winner on the trip).

**10. DISCLAIMERS.** (i) Sponsor not responsible for entries that are lost, late, misdirected, incorrect, garbled, or incompletely received, for any reason, including by reason of hardware, software, browser, or network failure, malfunction, congestion, or incompatibility at Sponsor's servers or elsewhere. In the event of a dispute, entries will be deemed submitted by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet Access Provider, online service provider, or other organization (e.g., business, educational institute) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. (ii) Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the web site or otherwise attempting to undermine the legitimate operation of the Promotion. Use of bots or other automated process to enter is prohibited and may result in disqualification at the sole discretion of Sponsor. (iii) Sponsor further reserves the right to cancel, terminate or modify the Promotion if it is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort. (iv) Sponsor Entities are not responsible for errors in the administration or fulfillment of this Promotion, including without limitation mechanical, human, printing, distribution or production errors, and may cancel, terminate or modify this Promotion based upon such error at its sole discretion without liability. In no event will Sponsor be responsible for awarding more than the number of prizes specified in these rules. (v) In the event this Promotion is cancelled or terminated, pursuant to subparagraph (iii) or (iv), Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. (vi) SPONSOR ENTITIES MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, AS REGARDS THIS PROMOTION OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY PRIZE OR ANY COMPONENT OF ANY PRIZE. (vii) CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. (viii) The value(s) of the prize(s) set forth above represent Sponsor's good faith determination of the approximate retail value(s) thereof; the actual fair market value(s) as ultimately determined by Sponsor are final and binding and cannot be challenged or

appealed. In the event the stated approximate retail value(s) of a prize is more than the actual fair market value of that prize, the difference will not be awarded in cash or otherwise. No substitution or compensation will be given for any portion of the prize that is not used.

**11. GOVERNING LAW:** This Contest is subject to all applicable federal, state, and local laws and regulations, and is governed by the internal laws of the State of Florida without regard to principles of conflict of laws. All cases and claims pertaining to this Contest must be brought in a court of competent jurisdiction in the State of Florida, without recourse to class-action suits. Should there be a conflict between the laws of the State of Florida and any other laws, the conflict will be resolved in favor of the laws of the State of Florida. All judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Contest and shall not include any indirect, punitive, incidental and/or consequential damages.

**12. SPONSORSHIP.** This Promotion is sponsored by Visit Flanders 620 8th Avenue New York, NY 10018 and Bon Beer Voyage 6586 Hypoluxo Rd Ste 269 Lake Worth, FL 33467