

**Experience Sioux Falls App  
BrewFalls Craft Beer Adventure  
Official Terms & Conditions**

1. **ACCEPTANCE OF TERMS AND CONDITIONS.** These Experience Sioux Falls BrewFalls Craft Beer Adventure App (the “Promotional Offer”) Official Terms & Conditions (the “Terms”) constitute a legally binding agreement by and between you and Experience Sioux Falls and govern your participation in the Promotional Offer. Your participation in the Promotional Offer constitutes your full agreement and acceptance to these Terms and the decisions of the Administrator (as defined below), whose decisions are final and binding in all respects, and by participating in the Promotional Offer you waive any right to claim ambiguity in the Promotional Offer or Terms. If you do not agree to these Terms in full and without limitation, you are not eligible for, and agree that you will not participate in, the Promotional Offer.
2. **ADMINISTRATOR.** Experience Sioux Falls, 200 N. Phillips Ave. Suite 102, Sioux Falls, SD 57104 (“Administrator”).
3. **PROMOTIONAL PERIOD.** The Promotional Offer begins on March 24, 2022, and ends February 28, 2023 (the “Promotional Period”).
4. **ELIGIBILITY.** The Promotional Offer is hosted by the Administrator and is open to persons at least 21 years of age.
5. **WARRANTIES AND CONSENTS.** By participating in the Promotional Offer, you: (1) represent and warrant that: (a) you have read, and agree to be bound by, the Terms, (b) you are eligible to participate in the Promotional Offer, and (c) all of the information provided as part of your participation in the Promotional Offer, does not violate any third party’s legal rights (including, without limitation, rights of privacy and publicity), and otherwise does not violate applicable law; (2) agree to be bound by the interpretations of the Terms and decisions related to the Terms and Promotional Offer by the Administrator, which are final in all matters relating to the Promotional Offer; and (3) you will not violate and will strictly comply with all applicable laws, including, but not limited to, any laws relating to the consumption of alcoholic beverages.
6. **HOW TO PARTICIPATE.** Internet access is required for participation in the Promotional Offer. You may participate in the Promotional Offer by accessing the Experience Sioux Falls mobile application (the “App”) at [ExperienceSiouxFalls.com/BrewFalls](https://ExperienceSiouxFalls.com/BrewFalls), creating an account on the App, and confirming that you are at least 21 years of age by entering your birth date. Users must be logged in to the App to access the Craft Beer Adventure and to participate in the Promotional Offer.

Participants in the Promotional Offer (“Participants”) are eligible to redeem a custom BrewFalls t-shirt at the Falls Park Visitor Information Center located at 900 N. Phillips Ave. Sioux Falls, SD 57104 upon physical check-in and completing the task within the

App. Participants will be required to show the app to the Visitor Information Center staff prior to completing the check-in task to ensure the offer has not yet been redeemed. The staff will watch participant complete the check-in task. Valid one per person, per Promotional Period, while supplies last. Participants do not need to visit breweries prior to t-shirt redemption.

Participants can obtain a “buy one beer, get one free” offer on one (1) craft beer at each Participating Brewery after providing sufficient identification, as determined in sole the discretion of each Participating Brewery, that Participant is over 21 years old.

Participants will be required to show the app to their server prior to completing the check-in task to ensure the offer has not yet been redeemed. The server will watch participant complete the check-in task. Upon redeeming the “buy one beer, get one free” offer, the App will show that the offer has been redeemed until the promotional time period resets.

Promotional Offer is valid only once at each Participating Brewery, and then resets after the user has checked in to at least five (5) Participating Breweries.

Beer size and selection will vary based upon Participating Brewery. Each Participating Brewery can change the type of beer offered as part of the Promotional Offer or make substitutions to the promotional selections at any time. Exclusions to Promotional Offer and beer selection apply. Beer selection will abide by provisions of SDCL 35-4-129, which prohibits the sale of alcohol below cost.

Participants understand and agree that at times there may be delays without sufficient internet services.

7. **TRANSFER, SUBSTITUTION, OR DUPLICATION.** Promotional Offer may not be transferred, duplicated, reproduced, substituted or redeemed for cash and cannot be used in conjunction with any other promotion or offer.
8. **ADDITIONAL RULES AND LIMITATIONS.** By participating in the Promotional Offer, you agree: (1) to be bound by the Terms and all decisions of the Administrator, which shall be final and binding in all respects relating to the Promotional Offer, and that you waive any right to claim ambiguity in the Terms or Promotional Offer; (2) that the Administrator may collect the Personal Data submitted by you, and use the information pursuant to its Privacy Policy (as detailed in Section 9 below); (3) that the Administrator and Participating Breweries, in their sole discretion, may refuse to provide the Promotional Offer or disqualify anyone from participating in the Promotional Offer, if such Participant engages in any conduct the Participating Brewery or Administrator deems to be improper, abusive, deceptive, unfair or otherwise adverse to the operation of the Promotional Offer (including, but not limited to, tampering with the promotion process, undermining the legitimate operation of the Promotional Offer by cheating, hacking, deception, or other unfair practices) or engaging in any conduct that is threatening, harassing, abusive, or in any way detrimental to other Participants,

Participating Breweries, the Administrator, or their representatives; (4) that you will not violate and will strictly comply with all applicable laws, including, but not limited to, any laws involving the consumption of alcohol; (5) to release, indemnify, defend and hold harmless Experience Sioux Falls, True Omni, all Participating Breweries, Greater Sioux Falls Chamber of Commerce, City of Sioux Falls, and their respective parent companies, subsidiaries, affiliates, directors, officers, shareholders, managers, members, owners, employees and agents, the "Releasees," from and against any and all liability whatsoever for any claims, costs, injuries, losses or damages of any kind arising out of or in connection with (a) the Promotional Offer or participation in the Promotional Offer, (b) accessing the Promotional Offer or the App, (c) the acceptance, possession, use, or misuse of any substance or item obtained via the Promotional Offer, (d) any services provided by parties other than the Releasees or the actions or inactions of any third parties or other Participants, and (e) your participation in any activity related to, part of, arising from, or in connection with the Promotional Offer (including, without limitation, claims, costs, injuries, losses or damages related to use of alcohol, personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light), and (6) that the Releasees shall not be responsible or liable for losses or injuries of any kind resulting from participating in the Promotional Offer, including, but not limited to, typographical or other human or technical errors in the offer or administration of this Promotional Offer, errors in advertising or in these Terms, the distribution, acceptance, possession, use, or misuse of any part of the Promotional Offer, or any injury or damage to Participant's or third person's property or person related to or resulting from participating in the Promotional Offer.

9. **PERSONAL DATA.** Account information, as well as information submitted by or through the App, including, but not limited to, your personal data, becomes the property of the Administrator and may be held, used, and processed by the Administrator in accordance with the Administrator's [Privacy Policy](#). You may also obtain a copy of the Administrator's Privacy Policy by: (1) sending a self-addressed, stamped envelope to: "Experience Sioux Falls BrewFalls Craft Beer Adventure App", 200 N. Phillips Ave. Suite 102, Sioux Falls, SD 57104. Specify "Copy of Privacy Policy", or (2) by emailing [info@experiencesiouxfalls.com](mailto:info@experiencesiouxfalls.com), specifying "Copy of Experience Sioux Falls Privacy Policy" in your email subject line.

10. **RIGHT TO CANCEL, TERMINATE, MODIFY, OR SUSPEND PROMOTIONAL OFFER.** Administrator reserves the right to cancel, terminate, modify or suspend the Promotional Offer at any time if, in its sole discretion, it determines that the fairness, security, or integrity of the promotion is or has been compromised. CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTIONAL OFFER MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE ADMINISTRATOR RESERVES THE RIGHT TO DISQUALIFY AND SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM YOU AND ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL

PROSECUTION. Administrator further reserves the right to modify these terms and conditions for clarification purposes without materially affecting the promotion, as determined in its sole discretion.

11. **ADDITIONAL COPY OF TERMS.** For an additional copy of these Terms, either: (1) send a self-addressed, stamped envelope to: “Experience Sioux Falls BrewFalls Craft Beer Adventure App”, 200 N. Phillips Ave. Suite 102, Sioux Falls, SD 57104. Specify "Official Terms & Conditions", or (2) email [info@experiencesiouxfalls.com](mailto:info@experiencesiouxfalls.com), specifying “Experience Sioux Falls BrewFalls Craft Beer Adventure App Official Terms & Conditions” in your email subject line.

12. **DISPUTES AND GOVERNING LAW.** By participating in the Promotional Offer you agree: (1) any and all disputes, claims and causes of action arising out of, or connected with, the Promotional Offer shall be resolved individually, without resort to any form of class action; (2) all issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms, your rights and obligations, or the rights and obligations of the Administrator or Releasees in connection with the Promotional Offer, and any and all disputes, claims and causes of action arising out of, or connected with, the Promotional Offer, shall be governed by, and construed in accordance with, the laws of State of South Dakota without giving effect to any choice of law or conflict of law rules; (3) you consent to the jurisdiction and exclusive venue of the federal, state and local courts located in Minnehaha County, South Dakota; (4) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotional Offer, but in no event attorneys’ fees; and (5) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to, claim punitive, incidental and consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you, but in such circumstances, you agree that this exclusion of liability shall extend to the fullest extent permitted by law.