

## OFFICIAL CONTEST RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. ENTRY IN THE CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL CONTEST RULES.**

Please read these Official Contest Rules completely before entering the “DBC Explorer” contest (“Contest”).

1. **Binding Agreement**: In order to enter the Contest, you must agree to these Official Contest Rules. Please read these Official Contest Rules prior to entry to ensure you understand and agree. You agree that submission of an entry in the Contest constitutes agreement to these Official Contest Rules. You may not submit an entry to the Contest and are not eligible to receive the Prizes (defined below) unless you agree to these Official Contest Rules. These Official Contest Rules form a binding legal agreement between you and Sponsor with respect to the Contest.
2. **Eligibility**: To be eligible to enter the Contest, you must be a U.S. citizen or permanent U.S. legal resident, be 21 years of age or older at the time of entry. You are not eligible to enter the Contest if you are employed by Denver Beer Company, or any advertising, promotion or other coordinating agencies involved in this promotion or the household members or immediate family members (spouses, parents, step-parents, children, step-children, siblings) of any of the above. The Contest is void wherever prohibited by law.
3. **Sponsor**: The sponsor of the Contest is The Denver Beer Company (“Sponsor”, “we”, “our”, or “us”).
4. **Contest Period**: The Contest will begin May23 , 2015 and end on September 7, 2015 (“Contest Period”). All Content (as defined hereinafter) must be received by 11:59:59 PM

(Mountain Time) on September 7, 2015. Sponsor reserves the right to shorten or extend the Contest Period in its sole discretion.

**5. How to Enter.**

- a. Visit the Contest website at <http://www.denverbeerco.com/DBCExplorer> (“Contest Site”) at any time during the Contest Period and submit a completed entry form.
- b. Once you have registered, you will receive an email confirming your successful registration.
- c. Limit one (1) entry per person.

**6. Content Submission Requirements and Instructions.**

- a. Participants must visit twenty-five (25) unique locations outlined by GPS coordinates found on cans of Denver Beer Company Princess YumYum®, Graham Cracker Porter® and Incredible Pedal IPA® (“Contest Locations”). Visits made prior to or after the Contest Period will not count toward the Contest.
- b. Content. Content will include pictures, text, video, ideas, or other materials related to your participation in the Contest or your presence at the Contest Locations. Be creative.

BUT NOTE THAT THIS CONTEST **DOES NOT REQUIRE** PARTICIPANTS TO CONSUME THE SPONSOR’S PRODUCTS AT THE SPECIFIED LOCATION. IN FACT, LOCAL LAW MAY PROHIBIT THE POSSESSION OR CONSUMPTION OF ALCOHOLIC BEVERAGE AT CERTAIN CONTEST LOCATIONS AND PARTICIPANTS MUST STRICTLY FOLLOW ALL LAWS, ORDINANCES, AND REGULATIONS.

- c. Participants may not promote other brands or businesses in the Content.
- d. After the Content is captured, participants must complete the following steps in the order described:

- i. Step 1: Capture Content of yourself with a visible Denver Beer Company logo or a sign printed with the following “#DBCExplorer” at each of the Contest Locations during the Contest Period.
- ii. Step 2: Upload Content. Content must be uploaded to the Contest Site by following the upload instructions provided therein.

**Note:** by uploading photos to the Contest Site you are authorizing the Sponsor to post the photos on its Facebook, Instagram, and Twitter accounts. Participants are also encouraged, but not required to Content upload and share their Content via each participants Facebook or Twitter accounts using the DBC Explorer hashtag: #DBCExplorer.

- a. Prize Eligibility: A participant is eligible to win the prizes once all Contest Sites have been visited, and the corresponding Content successfully uploaded as described above. Participants must complete the Contest during the Contest Period. This is not a race and no special consideration is given to the participant that finishes the Contest first. All participants that finish the Contest by the deadline will be entered in the final drawing. Sponsor will verify that each of the participants have fully completed each of the tasks described and are eligible for the Grand Prize ( “Prize”). Sponsor will select the Grand Prize winner ( “Prize Winner”) by using a random drawing of only those participants who successfully completed the Contest. Participant understands that there will only be one Grand Prize Winner.
  - b. Costs of Participation. All costs associated with participation in the Contest are the responsibility of participant, including but not limited to all travel costs, airfare, lodging, meals, and other costs associated with the Contest.
2. **Prize; Approximate Retail Value; Odds:**
- a. Grand Prize. Sponsor will award one Grand Prize. The Grand Prize winner will be entitled to the following: One (1) Case (24 cans) of Denver Beer Company Beer per week for 52 weeks commencing on January 1, 2016 and concluding on

December 31, 2016. Free beer may be redeemed in the Denver Beer Company taproom or at the Denver Beer Company Canworks Brewery.

- b. **Approximate Retail Value** The approximate retail value of the Grand Prize is \$1974.00.
- c. **Odds of Winning the Contest.** The Contest is a random drawing from the pool of eligible individuals who complete the Contest in compliance with these Official Contest Rules. Your individual odds of winning a Prize will be determined by a number of factors, including the total number of participants who complete the Contest.

3. **Terms and Conditions Related to the Prize:**

- a. **Prize Non-Transferrable.** The Prize is personal to the winner and non-transferrable. None of the privileges associated with the Prize may be sold, assigned, conveyed, traded, loaned, or transferred under any circumstances or for any reason. The Prize Winners will be the only person entitled to use the Prize. Violation of this rule may result in loss of the Prize.
- b. Sponsor may substitute any prize with a prize of similar value as determined in the Sponsor's sole discretion.

4. **Depiction Release:** By participating in the Contest and submitting or posting Content, you grant the Sponsor and its affiliates a worldwide, exclusive, royalty-free, fully paid, irrevocable and perpetual right to use, reproduce, display, and create any derivative works of the Content. Sponsor will have the right to publish the Content in any media format, including all social media channels, now known or hereafter devised (including any reproduction or derivative work). By entering the Contest, participant represents that participant created the Content for participation in the Contest. Participant forever waives any rights of intellectual property rights, and any other legal or moral rights that may preclude Sponsor's use of the Content. You may not submit or post any Content that is offensive or violates any third party's rights. We may, in our sole discretion, disqualify any participant that does not comply with these Official Contest Rules or posts or submits Content that we deem to be inappropriate.

5. **Notification of Winner:** The Prize Winner will be notified in person, by telephone, or by e-mail upon completion of the Contest and verification of compliance with these Official Contest Rules.

6. **Taxes; General Conditions:** All taxes associated with the Prize are the sole responsibility of the Prize Winner. If taxes are applicable to the Prize, it is your responsibility to pay the applicable taxing authority. Prize winners must provide accurate information to us to permit compliance with applicable state, federal, local and foreign tax reporting and withholding requirements. All costs associated with participating in the Contest, accepting, redeeming and using the Prize are the responsibility of the participants, including any airfare, ground and other transportation, lodging, state and local government surcharges, and all taxes (sales, income, airport, value-added and other), gratuities, incidental expenses, licenses, registrations, port charges, telephone calls, fees or charges, and other costs and expenses relating to the Contest. The Prize winner will be required to sign an affidavit of eligibility and a liability release and, where lawful, a publicity release, all of which must be signed and returned within seven (7) days of the prize notification and the winner must comply with these Official Contest Rules or the selected winner may be disqualified, the prize forfeited, and an alternate winner will be identified. If the selected winner is not responsive to the prize notification, or the notification is undeliverable or unclaimed, the prize will be forfeited and awarded to alternate winner. Sponsor will have sole and final decision over all matters related to the Contest, including determinations about whether a participant complied with these Official Contest Rules. By entering and participating you fully and unconditionally accept and agree to be bound by these Official Contest Rules and the decisions of Sponsor which shall be final. By entering, you also agree to waive any right to claim ambiguity or error in these Official Contest Rules or in the Contest. Sponsor is not responsible for incorrect or inaccurate transcription of entry information, for problems related to any of the equipment or programming associated with or utilized in the Contest, for any technical or human error which may occur in the processing of the entries, for any human error, for any interruption, deletion, omission, defect, or line failure of any telephone network or electronic transmission, for problems relating to computer equipment, software, inability to access any Website or online service, for any other technical or non-technical error or malfunction or entries not received by the specified deadline for whatever reason. Illegible or

incomplete entries will be disqualified. Entries become the property of Sponsor and will not be returned.

7. **Publicity:** By participating in the Contest or accepting or using prizes, the participants agree and consent to the use of their Content, names, voices, statements, photographs, likenesses, and other personal information by Sponsor and their advertising and promotion agencies for advertising and publicity purposes worldwide and in perpetuity in any and all forms of media now known or hereafter devised, including without limitation online and in social media, without approval or compensation. By participating, participant grants Sponsor and their advertising and promotion agencies the right to use and publish their names and place of residence online and in print, or any other media, worldwide and in perpetuity, in connection with this Contest.

8. **Liability Release, Indemnity and Assumption of Risk:** Each entrant and participant agrees to ASSUME ALL RISKS associated with participation in the Contest and acceptance and use of the Prize, and agrees to hold harmless, release, defend and indemnify Sponsor its parent company, subsidiaries and affiliates, (each hereinafter a “Released Party”) from all liabilities, litigation and/or claims for injury or death to persons or damage to property arising from acceptance, possession, use or misuse of the prize, participation in the Contest or any Contest-related activity, including those injuries and damages caused by a party’s alleged or actual: 1) negligence or 2) breach of any express or implied warranty.

9. **Privacy:** Participants agree that personal information submitted to Sponsor, including name, mailing address, phone number, and email address may be collected, processed, stored and used by Sponsor or its affiliates for the purposes of conducting and administering the Contest. By entering the Contest, participants agree to the transmission, processing, use, disclosure, and storage of this personal data.

10. **Forum and Recourse to Judicial Procedures:** These Rules shall be governed by, subject to, and construed in accordance with the laws of the State of Colorado, excluding all conflict of law rules. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by

law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and participants expressly waive any and all such rights.

11. **Rights Reserved by Sponsor:** Sponsor reserves the right to cancel or terminate the Contest at any time without liability.

12. Under no circumstances shall the participation in the Contest, the awarding of a prize, or anything in these Official Contest Rules be construed as an offer or contract of employment with Sponsor. Participants acknowledge that they submitted their Content voluntarily and not in confidence or in trust. Participants acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between Participant and Sponsor and that no such relationship is established by Participant's submission of Content under these Official Contest Rules.

13. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. Sponsor further reserves the right to disqualify any Entrant who tampers with the submission process or any other part of the Contest or Contest Site. Any attempt by a participant to deliberately damage any web site, including the Contest Site, or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such Participant to the fullest extent of the applicable law.

14. **GENERAL CONDITIONS:** All federal, state and local laws and regulations apply. Sponsor reserves the right to disqualify any Participant from the Contest if, in Sponsor's sole discretion, it reasonably believes that the Participant has attempted to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices or annoys,

abuses, threatens or harasses any other participants, or Sponsor.

15. **Winner's List:** A list of Prize Winners is available following the Contest by sending a postage-paid return envelope and requesting the list to Denver Beer Company, 1695 Platte Street, Denver, Colo. 80202.