

# DENVER BEER CO. DRINK PINK GIVEAWAY 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.**

**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. Contestant agrees to receive email communication from Sponsor with the ability to opt out at a later date. 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. Contest is open to legal residents of Colorado only. 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 at 12:00 am (MST) on October 1, 2024 and ends at 11:59 pm (MST) October 31, 2024 (“Contest Period”). Sponsor reserves the right to shorten or extend the Contest Period in its sole discretion. Administrator’s computer is the official time keeping device for this giveaway.

**5. How to Enter:** Automated Entries are prohibited, and any use of automated devices will cause disqualification. Entrants may not enter with multiple email addresses nor use any other device or artifice to enter multiple times or as multiple entrants. Any entrant who attempts to enter with multiple email addresses under multiple identities or uses any device or artifice to register multiple times will be disqualified and forfeits all prizes won, in Sponsor’s sole discretion. Multiple entrants are not permitted to share the same email address. Should multiple users of the same email account enter the giveaway and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said email account at the time of entry will be considered an entrant and must comply with these Official Rules. The authorized account subscriber is the natural person who is assigned the email address by the ISP or other organization responsible for assigning email addresses. Potential winner may be required to show proof of being the authorized account subscriber.

- Visit the Contest website at <https://denverbeerco.com/drinkpink-giveaway/> (“Contest Site”) at any time during the Contest Period and submit a completed entry form. Limit one (1) Entry per person
- QR Code: Use your smart phone or other web-enabled device with data plan to scan the giveaway quick response (“QR”) code featured on signs or promotional materials at participating stores with the QR read application already installed on your phone. You will be directed to a mobile Web page at <https://denverbeerco.com/drinkpink-giveaway/> where you may complete and submit an entry (also an “Entry”). Proof of scanning QR codes does not constitute proof of completion or submission of an entry. Limit one (1) Entry per person.
- To scan a QR code, participants must have a smart phone or other web-enabled device with a camera feature and/or QR scanner application and may incur message or data charges from their wireless service provider for each message sent and received. If you do not have a QR reader already installed on your phone, type ‘QR reader’ in your mobile device’s application store search field to find available QR readers for your smart phone or other web-enabled device. You will receive a response which will contain a link to download a QR reader for your specific device. Check with your wireless service provider for details on these and other applicable charges. Participants are solely responsible for any such wireless charges. Not all wireless carriers participate.
- Additional entries may be obtained with every taproom purchase of Princess Yum Yum six pack or pint during the contest period.
- For all Entries: All Entries must be received and recorded during the giveaway Period. No other forms of Entry are valid. If entering with a mobile phone or other web-enabled device and using your wireless carrier’s network, standard data charges from your wireless carrier may apply. Check with your wireless service provider for details on these and any other applicable charges. Entrants are solely responsible for any such wireless charges.
- All entries become the property of Sponsor and will not be returned. Promotion Entities assume no responsibility for lost, late, incomplete, inaccurate, stolen, misdirected, postage due or illegible entries; nor for any computer, telephone, cable network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled,

corrupt, or jumbled transmissions; nor service provider, Internet, Web site, user net accessibility or availability, traffic congestion, or any technical error; nor for unauthorized human intervention, human error, or the incorrect or inaccurate capture of entry or other information; nor for the failure to capture any such information. If you use a web-enabled iPhone or Android mobile telephone

**6. Giveaway DRAWING:** One (1) potential winners will be selected in a random drawing to be held on or about November 2024 from among all eligible Entries received by Administrator, whose decisions are final in all matters relating to this giveaway. Odds of winning depend on the number of eligible Entries received during the giveaway Period.

**7. WINNER NOTIFICATION:** The prize will be awarded and the potential winner will be notified by email and will be required to respond to the notification within forty-eight (48) hours indicating whether they can accept the prize. If a potential winner does not respond to the notification within the forty-eight (48) hour time period, prize will be forfeited and an alternate potential winner will be randomly selected. Any alternate potential winner selected will also be required to respond to the notification within the time frame stated above.

Potential winner will be required to complete, sign, and return an affidavit of eligibility and liability and, unless prohibited by law, publicity release to Sponsor or Sponsor's Representative Within Three (3) days of prize acceptance. Subject Verification of eligibility and compliance with the terms of these Official Rules, including verification that the winner is twenty-one (21) years of age or older, the potential winner will be declared an official winner of the giveaway. If Sponsor

cannot verify that the potential winner is twenty-one (21) years of age or older prior to winner notification, then the potential winner will be disqualified and an alternate potential winner will be randomly selected.

Released Parties (as defined below) are not responsible for suspended or discontinued Internet, wireless, or land-line phone service or a change in an entrant's email, phone number or mailing address which may result in a potential winner not receiving initial prize notification or his/her prize information.

**8. PRIZE DETAILS:** One (1) pair of custom Icelantic Nomad skis, hand-painted by local artist [Piper Nunn](#)

Prize is non-transferable and no cash equivalent or substitution of prize is offered, except at the sole discretion of Sponsor. If a prize or any portion thereof cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. Prize winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether it, in whole or in part, is used.

**9. PUBLICITY:** Acceptance of prize offered constitutes permission for Sponsor to use winner's name, voice, biographical information and/or likeness for purposes of advertising and promotion without further compensation in all media now known or hereafter discovered worldwide and on the Internet without notice or review or approval as permitted by law.

**10. RELEASE:** By accepting a prize, winner agrees to release and hold Denver Beer CO, LLC and Administrator harmless from all losses, damages, rights, claims and actions of any kind resulting from acceptance, possession or use of any prize including, without limitation, personal injuries, death and property damage.

**11. 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.

Denver Beer Co, LLC, Administrator and each of their respective affiliates, subsidiaries, and agencies (collective the "Released Parties") are not responsible for lost, late, misdirected, unintelligible, returned or undelivered Entries, telephone calls, text messages, email, or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website, or other connections availability, accessibility or traffic congestion, miscommunications, failed computer, network, telephone, satellite or cable hardware or software or lines, or technical failure, or jumbled, scrambled, delayed or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network.

Persons who tamper with or abuse any aspect of this giveaway or Website, or act in violation of the Official Rules, or act in any manner to threaten or abuse or harass any person, or violate Website's terms of service, as solely determined by the Sponsor or Administrator, will be disqualified. Released Parties are not responsible for any incorrect or inaccurate information whether caused by Website users, tampering, hacking, or by any of the programming or equipment associated with or used in this giveaway, and assumes no responsibility for any errors, omission, deletion, interruption or delay in operation or transmission or communication line failure, theft or destruction or unauthorized website access. Any use of robotic, macro, automatic, programmed or like entry methods will void all such Entries, and may subject that entrant to disqualification. Released Parties are not responsible for injury or damage to participant's or any other person's computer or property related to or resulting from participating in this giveaway. Should any portion of giveaway be, in the Sponsor's or Administrator's sole opinion, compromised by virus, worms, bugs, unauthorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair administration, security, fairness or proper play of this giveaway, or submission of Entries, Sponsor and Administrator reserve the right at their sole discretion to suspend, modify or terminate the giveaway, and randomly select the winner from valid Entries received prior to action taken, or otherwise as may be deemed fair and equitable by the Sponsor. In the event of a dispute regarding the identity of an online entrant, the authorized subscriber of the email account used to enter will be deemed to be the entrant and must comply with these rules. The authorized account subscriber is the natural person who is assigned the email address by the ISP or other organization responsible for assigning email addresses. All materials submitted become the property of Denver Beer Co, LLC and will not be returned.

**12. DISPUTE RESOLUTION:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or

the rights and obligations of the entrant, Administrator and Sponsor in connection with the giveaway, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor, shall be governed by and construed in accordance with the laws of the State of Colorado without giving effect to any choice of law or conflict of law rules. The place of arbitration shall be Denver, Colorado.

**13. 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.

**14. SPONSOR:** Denver Beer CO, LLC, 4455 Jason St, Denver, CO 80211

**15. 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.

**16. 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.

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

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.

