



## **Ale-8-One “It’s Our Bluegrass” Contest**

NO PURCHASE NECESSARY TO ENTER OR WIN.

1. CONTEST PERIOD: The Ale-8-One It’s Our Bluegrass Giveaway begins at 9:00:00 AM Eastern Time (“EDT”) on September 12, 2019 and ends at 12:00 PM EDT on September 26, 2019 (“Contest Period”).

2. ELIGIBILITY: The contest is open only to legal residents of the United States who are eighteen (18) years of age or older as of the date of entry. Void where prohibited or restricted by law, regulation, rule, or otherwise. Employees of Ale-8-One (“Sponsor”), its parents, affiliates, subsidiaries, and advertising and promotion agencies (aforementioned individuals and organizations collectively, “Contest Entities”), retailers, and the immediate family members (spouses and siblings, children and parents and their spouses, regardless of where they live) or members of the same households (whether related or not) of such individuals are not eligible. Sponsor’s determinations of eligibility are final and may be made at any time.

3. TO ENTER [2 OPTIONS]: To participate in the Contest: (1) Submit a photo depicting an outdoor scene including an Ale-8 on [www.facebook.com/ale8one](http://www.facebook.com/ale8one) and use the hashtag #ItsOurBluegrass. Photo must be public to enter. (2) Instagram: Submit a photo of an outdoor scene including an Ale-8 on [www.instagram.com/ale8one](http://www.instagram.com/ale8one) and tag @ale8one in the photo or caption and use the hashtag #ItsOurBluegrass. Photo must be public in order to enter. For the first 125 entries submitted on social media, Ale-8-One will donate \$8 to Kentucky based non-profits dedicated to preserving our environment.

Participation in the Contest constitutes participant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor, which are final and binding. Entries and other submitted material become the property of Sponsor and will not be acknowledged or returned. Late entries will be void and ineligible. Purported proof of submission of entry does not constitute proof of receipt of entry. By participating, each entrant warrants and represents that all personal information associated with his/her participation (including but not limited to the date of birth associated with such participant’s Facebook and Instagram account) is truthful, current and accurate, and is his/her own information. Entry information becomes the exclusive property of Sponsor upon submission. Entries that are deemed by Sponsor in its sole discretion to be immoral, obscene, profane, or not in keeping with Sponsor’s image will be disqualified, and associated posts or messages will be deleted

from the Ale-8-One page on Facebook and Instagram. Any attempt by any entrant to obtain more than the stated maximum number of entries by using multiple/different Facebook/Instagram accounts, identities, registrations, or logins, or through any other methods, may void all of that entrant's entries and that entrant may be disqualified. Entries which are incomplete or do not conform to all requirements will be disqualified. Sponsor's computer is the official timekeeper for all matters related to this Contest. It is the sole responsibility of the entrant to notify the Sponsor in writing if the entrant changes his or her contact information during the Contest. In the event of a dispute regarding the identity of the person submitting an online entry, the entry will be deemed to be submitted by the person in whose name the Facebook, Twitter, or Instagram account is registered at the time of entry. Potential winner may be required to provide evidence that winner is the authorized account holder of Facebook or Instagram account associated with the winning entry. In the event a dispute regarding the identity of the person who submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

4. WINNER SELECTION/PRIZE DESCRIPTION/ODDS: One (1) winner in total will be selected from Ale-8-One Instagram entries and One (1) winner in total will be selected from Ale-8-One Facebook submissions after the two-week period. Visit Ale-8-One Facebook or Instagram to view the winner. The winners selected will receive one set of custom Ale-8 Cornhole Boards. (ARV \$200) Limit one (1) prize per winner. Odds of winning depend on the number of eligible entries received. Unclaimed prize(s) will not be awarded. NO CASH EQUIVALENT.

See Section 5 below for winner notification details and additional prize restrictions.

5. WINNER NOTIFICATION/VERIFICATION/ADDITIONAL PRIZE RESTRICTIONS: Winners from the Instagram or Facebook drawing, will be contacted on the social media outlet, depending on where they entered, to obtain his/her complete contact information, and to verify his/her eligibility and ability to accept the prize. Any such message will instruct the potential winner to reply as instructed within three (3) full business days (measured in the local time zone) after the time that the notification message was left. Potential winner must reply as instructed within such three (3) full business day period, or he/she will be disqualified. In Sponsor's sole discretion, such potential winners may only be notified one time as set forth above for attempted prize notification. At Sponsor's sole discretion, potential winner may be required to complete a notarized affidavit of eligibility, a liability release and (where legal) a publicity release, which must be returned, along with a copy of potential winner's government-issued photo identification as proof of age, within the time period specified in potential winner's notification letter. Proof of identity, age, and legal residence may be required to claim a prize. Any winner or potential winner may be disqualified in Sponsor's sole discretion if: (a) he/she fails to reply as instructed within the required time period; (b) he/she deactivates his/her Facebook and/or Instagram account prior to receipt of notification; (d) he/she fails to

provide Sponsor with satisfactory proof of age, identity and residency; (e) he/she fails to complete and return any required documents by the date specified in his/her notification message/letter; (f) if any prize or prize notification is returned as undeliverable, or (g) he/she fails to comply with any of the terms of these Official Rules. In the event of disqualification of a winner, at Sponsor's sole discretion the prize may be awarded to an alternate winner selected from among the remaining applicable eligible entries via the means of winner determination described herein, pending verification of eligibility. If any prize remains unclaimed after three (3) potential winners have been notified for that prize, the prize may remain unawarded, in Sponsor's sole discretion. No responsibility is assumed by Sponsor for any incorrect or missing contact information associated with an entry, or any change of contact information after entry submission. Any prize details not specified will be determined by Sponsor in its sole discretion. No prize transfer. Unless otherwise specified herein, no prize substitution except at Sponsor's sole discretion due to unavailability, in which case a prize of comparable or greater value will be awarded. All other costs and expenses associated with acceptance and use of a prize not specified herein as being awarded are winner's sole responsibility. Sponsor will not replace any lost, damaged or stolen prizes. Taxes on prizes and all expenses related to acceptance and use of prizes and not specified are the sole responsibility of the winner. The winner should expect to pick up or receive their prizes within approximately one week following winner verification.

Prize(s) will be released to winners only. Prizes will not be mailed, unless otherwise determined by Ale-8-One, at its sole discretion. All prizes awarded must be picked up at The Ale-8-One Bottling Company (25 Carol Road, Winchester, KY) during normal business hours (8:30 a.m. - 4:30 p.m.), unless otherwise specifically directed by Ale-8. Prizes not claimed within 2 weeks (10) business days of being advised by Ale-8-One that the prize is available for pick-up, or in the case of a time sensitive prize within its period of usability if shorter than 10 business days, will be considered forfeited without notice to the winner, and will become property of Ale-8-One. Such prize may be disposed of at the discretion of Ale-8-One Management.

6. GENERAL CONDITIONS: The Contest Entities, ale8onegiveaway.com, Facebook, and Instagram together with the employees, and agents of each (aforementioned individuals and organizations collectively, the "Released Parties") are not responsible and shall not be liable for: (a) failures or malfunctions of phones (including wireless phones/handsets), phone lines or telephone systems or other communications malfunctions; cellular equipment towers, telephone systems or wireless services; (b) interrupted or unavailable network, server or other connections including those through and/or by the Website; (c) electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind, including without limitation, server malfunction or by any human error which may occur in the processing of entries; (d) failed, garbled, lost, misrouted or scrambled transmissions; (e) any error, omission, interruption, defect or delay in any transmission or communication or other

errors or problems of any kind whether mechanical, human, technical, electronic, cellular telephone related or otherwise; (f) traffic congestion on the Internet or for any technical problem, including but not limited to any injury or damage to entrant's or any other person's computer or wireless phone/handset related to or resulting from participation in this Contest; (g) late, lost, incomplete, damaged, or misdirected entries, messages, or postage-due mail; (h) any condition caused by events beyond the control of the Sponsor that may cause the Contest to be disrupted or corrupted; or (i) printing errors in Contest / advertising materials. By entering and participating, entrants agree to: (a) abide by these Official Rules and by the decisions of the Sponsor, whose decisions are final and binding on all matters pertaining to this Contest; (b) the use of their names, photographs, testimonials or other likeness and/or prize information or personal exposition (and/or any edited portion thereof) by Sponsor and its designee(s) for promotional, advertising and/or publicity purposes in any media, now or hereafter known throughout the universe in perpetuity, including but not limited to the posting of their names on the Website, without compensation or notice to, or further consent of, to the winner to the extent permitted by law; and (c) to release, discharge and hold harmless the Released Parties from any and all injuries, liability, losses and damages of any kind resulting from their participation in the Contest or their acceptance, use or misuse of any prize awarded in this Contest, including, without limitation, personal injury, death and property damage. Failure to comply with the Official Rules may result in disqualification at Sponsor's sole discretion and selection of an alternate winner. All federal, state and local laws and regulations apply. CAUTION: ANY ATTEMPT BY A CONTEST ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB 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 AND ITS DESIGNEES RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH CONTEST ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW. Internet entry must be made by the entrant only at the authorized web site address. Entries may not be made by any other individual or any entity, and/or originate at any unauthorized Internet web site, including, but not limited to, commercial contest subscription notification and/or entering service sites. Any potential winner who entered by any of the prohibited methods described above will be disqualified and an alternate winner will be selected. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or any web site associated therewith; to be acting in violation of the Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. If, for any reason, the Contest is not capable of running as planned by reason of damage by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical limitations or failures, strikes, industry conditions, bankruptcy or liquidation, marketplace demands, applicable law, unforeseen obstacles, or any other causes which, in the sole opinion of Sponsor, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Contest, Sponsor reserves the right in its sole and absolute discretion to cancel, terminate, modify, or suspend all or any part of the Contest, and to select the winners from among all eligible, non-suspect entries received

up to the time of such cancellation, termination, modification, or suspension, as applicable, or to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion.

7. **SUBMISSION OF PHOTO:** . By submitting any photo or information to Ale-8-One, you hereby grant to Ale-8-One and its affiliates, subsidiaries, licensees and assigns, an irrevocable, perpetual and royalty-free right to use, reproduce, edit, display, transmit, prepare derivative works of, modify, publish and otherwise make use of the submitted photo or other information in any and all media, whether now known or hereinafter created, throughout the world and for any purpose. In addition to other things, the rights granted to Ale-8-One includes but is not limited to the right to resize, crop, censor, compress, edit, feature, caption, affix logos to, and to otherwise alter or make use of the submitted photo. By submitting any photo or information to Ale-8-One, you hereby represent and warrant that the submitted photo or information does not and shall not infringe on any copyright, any rights of privacy or publicity of any person, or any other right of any third party, and you have the right to grant any and all rights and licenses granted to Ale-8-One herein, including but not limited to all necessary rights under copyright, free and clear of any claims or encumbrances. You acknowledge and agree that Ale-8-One shall have no obligation to post, display or otherwise make publicly available any photo or information submitted by you, and may, in its sole and unfettered discretion, remove, edit, modify or delete any photo or information that you submit to Ale-8-One.

Photos or information submitted by you to Ale-8-One shall be the property of Ale-8-One, and Ale-8-One shall have no obligation to preserve, return or otherwise make available to you or others any photos or information so submitted.

8. **COLLECTION AND USE OF PERSONAL INFORMATION:** By entering the Contest, entrants agree and consent to Sponsor's collection, use and retention of their personal information provided in their entries and the publicly accessible information associated with the entrant's Facebook and/or Twitter and /or Instagram account at the time of participation, for all purposes related to the Contest (including, without limitation, processing and administering entries, sharing an entrant's personal information with Sponsor's service providers and contractors, as necessary to conduct and operate the Contest, communicating with and awarding prizes to winners, making public announcements about winners, and advertising, promoting and publicizing the Contest), as well as in accordance with Sponsor's Privacy Policy published at [www.ale8one.com](http://www.ale8one.com) provided that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail.

8. **INDEMNITY:** You agree to indemnify and hold the Released Parties harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Released Parties due to or arising out of your entry, or your conduct in creating an entry or otherwise in

connection with this Contest, including but not limited to: claims for trademark infringement; copyright infringement; violation of an individual's right of publicity or right of privacy; or defamation.

9. WINNERS' LIST: For a list of winners (name, city, and state), mail a self-addressed, stamped envelope to be received by **October 26, 2019** to: Ale-8-One It's Our Bluegrass Winner List, 25 Carol Road, Winchester, KY 40391

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The Contest is in no way sponsored, endorsed or administered by, or associated with Facebook, or Instagram. The information you provide will only be used as described herein. Please direct any questions to Ale-8-One and not to Facebook or Instagram.