

ROGUE ALES & SPIRITS

ROGUE NATION CITIZEN OF THE MONTH PHOTO CONTEST

These are the Official Rules that govern the Rogue Nation Citizen of the Month Photo Contest (“Contest”). By participating in the Contest, you agree that you have read, accept the terms of, and are unconditionally bound by these Official Rules.

Eligibility

Entrants must be 21 years of age or over to participate. No purchase necessary to enter or win. Entrants that do not already own or wish to purchase a Rogue Ales & Spirits (“Rogue”) beverage can obtain a free, empty, unused Rogue can by timely emailing a request to joerogue@rogue.com. Employees, officers, directors, agents (or immediate family members thereof) of: Oregon Brewing Company, its affiliated companies, vendors, distributors, wholesalers, and retailers are not eligible. By entering, entrants represent that they do not fall into any of these categories, and agree to further certify such if required. All federal, state, local and municipal laws and regulations apply to this Contest. This Contest is void where prohibited by law. Contest is only open to legal residents of the United States.

How to Enter

Entrants enter the Contest by submitting a digital photo of a Rogue beverage (“Entry”). Entries can be submitted by: (1) by posting the photo on their public Instagram or Twitter using the hashtag #RogueNationMap; or (2) by uploading the photo on www.roguenation.com. By submitting an Entry, Entrants are agreeing that they have read, accept, and will be bound by these Official Rules.

The Contest starts at 12:00 AM Eastern Time (“ET”) on the first day of each month and ends at 11:59 PM (ET) on the last day of each month (“Submission Period”). The contest will begin February 1, 2019 and will end on December 31, 2019. Rogue reserves the right to disqualify any Entry without notice, for any reason. Rogue retains sole discretion to determine valid Entries.

Rogue retains sole discretion to determine what constitutes multiple Entries per person, and to disqualify some or all of those Entries on that or any other basis. Standard messaging or data rates may apply.

How to Win

Valid Entries will be entered for a monthly Prize.

Monthly Prize

1 monthly winner (“Monthly Prize Winner”) will be chosen during the Submission Period from the overall pool of existing Entries. Monthly Prize Winners will be chosen based on the quality of the Entry, based on factors such as creativity, enthusiasm, “Rogueness”, and expression of the Rogue brand, in the sole discretion of Rogue.

Each Monthly Prize Winner will be notified within five business days after the relevant selection via direct message on Twitter, Instagram, and/or email. A running list of Monthly Prize Winners will also be posted and periodically updated on social media. Daily Prize Winners have 24 hours from the time the notification is sent to claim their prize and provide any certification of eligibility requested by Rogue.

Failure to timely respond will mean that the prize is forfeited, and an alternate prize winner will be selected for that day. It is each Entrant’s responsibility to monitor their Twitter, Instagram, and/or email

accounts for notifications from Rogue.

A Monthly Prize Winner can only win a Monthly Prize once. Monthly Prize Winners remain eligible for the Grand Prize described below.

The Monthly Prize is a Rogue Nation Prize Pack that includes the following: Rogue Nation Bumper Sticker, Rogue hat, Rogue pint glasses, Rogue stickers, and/or other Rogue related merchandise. The estimated retail value of the Monthly Prize is \$75.

Grand Prize

One Grand Prize winner (“Grand Prize Winner”) will be selected from the Monthly Prize winners who won a Monthly Prize during the time period from February 1, 2019 to December 31, 2019. The Grand Prize Winner will be chosen based on the quality of the Entry, based on factors such as creativity, enthusiasm, “Rogueeness”, and expression of the Rogue brand, in the sole discretion of Rogue.

The Grand Prize Winner will be determined within 7 days of January 1, 2020 and will be notified via direct message on Twitter, Instagram, and/or email by 5:00pm EST on that day. The Grand Prize Winner will have 72 hours to respond to the message to claim the prize. The Grand Prize Winner may be required to verify that he or she is eligible to win, including but not limited to signing and returning an affidavit of eligibility. Failure to timely respond to the prize notification, or failure to timely provide a requested affidavit of eligibility, will result in forfeiture of the prize and an alternate Grand Prize Winner will be selected. The same process will apply to any alternates.

The Grand Prize includes:

- \$500.00 in cash
- Rogue Nation Citizen of the Year Plaque
- Rogue apparel

The estimated retail value of the Grand Prize is around \$600.00.

Rules for Contents of Entry

Entries cannot contain any material that violates any privacy or intellectual property rights, or any other rights, of any other person or entity. Entries must be created solely by Entrant, and Entrant must have all legal rights to the Entry. If Entries depict individuals, Entrant must have permission to use any such individual’s name and/or likeness in the Entry and be able to provide proof of that permission upon request. Entries cannot depict any brand names or trademarks other than Rogue. Entries cannot depict any minors. Entries cannot depict or be the result of any illegal behavior, including but not limited to: public consumption of alcohol, violation of open container laws, trespassing, driving under the influence, or any other violation of any laws or regulations applicable where the Entry is created. Entries cannot be obscene, discriminatory, defamatory, or otherwise inappropriate, in the sole discretion of Rogue. Entries cannot depict minors. It is within the sole discretion of Rogue to decide whether any particular photograph violates any of these requirements. Rogue reserves the right to reject any photos that it, in its sole discretion, Rogue deems inappropriate.

Intellectual Property

By submitting an Entry, Entrants provide Rogue with an irrevocable, perpetual, royalty-free license to use, reproduce, modify, publish, create derivative works from, or display any Entry, whole or in part, worldwide, or to incorporate it into any other works, for any purpose, including for promotional purposes. Entrant agrees to sign any documentation requested by Rogue to document such rights.

By accepting a Monthly Prize or Grand Prize, winners irrevocably grant, transfer, convey and assign to Rogue the entirety of winner's rights in any Entry, including but not limited to any copyrights or trademarks or renewals or extensions thereof, or related common-law rights, and the right to secure any copyrights or trademarks therefrom in perpetuity. Winners further grant Rogue the right to use the Entry for any and all purposes in any media whatsoever, whether now known or later developed, on a worldwide basis, in perpetuity. Winners acknowledge that it is within Rogue's sole discretion as to whether or not to use an Entry, and that Rogue is not obligated to do so.

Monthly Prize and Grand Prize Winners also grant to Rogue an irrevocable and permanent license to print, publish, broadcast or otherwise utilize, on any medium at any time, winner's full name, likeness, voice likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification.

Release of Liability

By entering the Contest, Entrants release, discharge, indemnify and hold harmless Oregon Brewing Company, its respective directors, officers, employees, shareholders and agents from any and all liability, loss, damage or injuries of any kind sustained in connection with participation in the Contest or from the Contest prizes, including but not limited to any actions based on publicity rights, defamation, or invasion of privacy. Entrants further acknowledge that said parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee express or implied, relating to the Contest prizes.

Right to Cancel or Modify

Rogue retains the right to change the rules or end the Contest at any time without notice. Rogue reserves the right to disqualify Entrants without notice, for any reason. Rogue reserves the right to cancel or modify the Contest if fraud, hacking, or any other technical issues undermine the integrity of the Contest, as determined by Rogue. In the event the Contest is compromised, Rogue reserves the right to select winners from valid Entries received prior to the issue, or take any other action in any manner Rogue deems appropriate.

Sponsor

This Contest is sponsored by Oregon Brewing Company, 2320 OSU Drive, Newport, OR 972365. The Contest is managed on ShortStack platform.

To obtain a list of Daily Prize and/or Grand Prize winners, email a request to joerogue@rogue.com.