

PAINT THE CAN DEAD CONTEST RULES

These are the Official Rules that govern the Rogue Ales & Spirits (“Rogue”) Paint the Can Dead 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 Dead Guy Ale (“Dead Guy”) beverage can obtain a free Paint the Can Dead activity sheet on the www.deadguycontest.com campaign website. Employees, officers, directors, agents (or immediate family members thereof) of: Oregon Brewing Company, its affiliates, 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 using a white can as the canvas to create their own Dead Guy can art and submitting a digital photo of their decorated Dead Guy can or the Paint the Can Dead activity sheet (“Entry”). Entries can be submitted in one of two ways: (1) by posting the photo on Instagram using the hashtag #paintthecandead2021 and tagging @rogueales; or (2) by uploading the photo on www.deadguycontest.com. Entries will be judged based on creativity, quality, originality and responsiveness to the theme of the art contest. By submitting an Entry, Entrants are agreeing that they have read, accept, and will be bound by these Official Rules. Entries will be accepted from 12:01am PT on September 1, 2021 to 11:59 pm PT on October 31, 2021 (“Submission Period”). Rogue retains sole discretion to determine valid Entries and reserves the right to disqualify any Entry without notice, for any reason. Multiple Entries are permitted subject to the sole discretion of Rogue. Standard messaging or data rates may apply.

How to Win

Valid Entries will be entered for a Grand Prize and for 24 Second Place Prizes.

Grand Prize

One Grand Prize winner (“Grand Prize Winner”) will be chosen by a panel of five judges during the Submission Period from the overall pool of existing Entries. The Grand Prize Winner will be chosen based on the quality of the Entry, based on factors such as creativity, enthusiasm, “Rogueness”, and expression of the Dead Guy brand, in the sole discretion of Rogue.

The Grand Prize Winner will be determined after the close of the Submission Period and will be notified via direct message on Twitter, Instagram, and/or email on or before 5:00pm on November 30, 2021. It is each Entrant’s responsibility to check those respective modes of communication. 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 and/or a waiver. Failure to timely respond to the prize notification, or failure to timely provide a requested affidavit of eligibility or waiver, 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 winner will win a \$2000 cash prize and a \$500 Gift Certificate to Trekell Art Supplies (valid only for Trekell products; panels, brushes, palette knives, brush care & apparel)

Second Place Winners

Twenty-four second place winners (“Second Place Winners”) will be chosen during the Submission Period from the overall pool of existing Entries. The Second Place Winners will be chosen based on the quality of the Entry, based on factors such as creativity, enthusiasm, “Rogue-ness”, and expression of the Dead Guy brand, in the sole discretion of Rogue.

The Second Place Winners will be determined after the close of the Submission Period and will be notified via direct message on Twitter, Instagram, and/or email on or before 5:00pm on November 30, 2021. It is each Entrant’s responsibility to check those respective modes of communication. The Second Place Winners will have 72 hours to respond to the message to claim the prize. The Second Place Winners 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 and/or a waiver. Failure to timely respond to the prize notification, or failure to timely provide a requested affidavit of eligibility or waiver, 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 Second Place Winners prize is a Dead Guy merchandise prize pack and Trekell brush set (Dead Guy merchandise prize pack includes Dead Guy hat, Dead Guy socks, Dead Guy stickers, Dead Guy patch, Dead Guy pin, Dead Guy boilermaker).

The estimated retail value of the Second Place Winners prize is \$120. If winner cannot accept the prize as specified, prize will be forfeited and will be awarded to an alternate winner. Precise timing of delivery details will be worked out with the Second Place Winners.

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 the Grand Prize and Second Place Winners Prize, the respective 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 respectively 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.

The respective winner also grants to Rogue an irrevocable and permanent license to print, publish, broadcast or otherwise utilize, on any medium at any time, winner's full name, 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 92365. To obtain a list of Grand Prize and Second Place Prize winners, email a request to amandaz@rogue.com.