

ROGUE ALES & SPIRITS

BATSQUATCH ADVENTURES PHOTO CONTEST RULES

These are the Official Rules that govern the Rogue Ales & Spirits ("Rogue") Batsquatch Adventures 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 Batsquatch Hazy IPA ("Batsquatch") beverage can obtain a free, empty, unused Batsquatch can by timely emailing a request to amandaz@rogue.com. 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 in those states where such contests are legally permitted.

How to Enter

Entrants enter the Contest by submitting a digital photo of Batsquatch or a visual representation of Batsquatch ("Entry"). Entries can be submitted in one of two ways: (1) by posting the photo on Twitter or Instagram using the hashtag #batsquatchadventures; or (2) by uploading the photo on www.batsquatchipa.com. Entries will be judged based on creativity, quality, originality and responsiveness to the theme of the photo 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 on June 1, 2020 to 11:59 pm on July 31, 2020 ("Submission Period"). Rogue reserves the right to disqualify any Entry without notice, for any reason. Rogue retains sole discretion to determine valid Entries. Submissions from multiple persons using the same Instagram or Twitter account will not be accepted and only the first valid entry from a given account will be accepted. Submissions from the same person using multiple Instagram or Twitter accounts will not be accepted. 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 Grand Prize and for 10 Second Place Prizes.

Grand Prize

One Grand Prize winner ("Grand Prize Winner") will be chosen 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 Batsquatch 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 August 15, 2020. 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 is a choose-your-own-adventure trip to Oregon. The Grand Prize winner will be able to choose one (1) and only one (1) of the following getaways:

- A trip which includes visits/VIP tours of Rogue Eastside Pub & Pilot Brewery (Portland, OR); Rogue Farms (Independence, OR); and Rogue’s Brewery/Distillery/Cooperage (Newport, OR).
- A trip to Mt. Hood and the nearby Columbia Gorge
- A trip to Bend, Oregon

All choices include round trip coach air transportation for Grand Prize Winner and a guest from a major airport nearest the winner’s home (determined by Rogue in its sole discretion) to Portland, Oregon, ground transportation (a \$250 allowance for rental car for length of stay) to and from the airport to the hotel, three (3) nights hotel accommodations (a \$300 allowance per night for 1 room/double occupancy), \$1,000 for spending money, meals and activities (awarded in the form of a Visa gift card. Terms and conditions of gift card apply) a REI Camp Bundle (estimated retail value \$275) and a Rogue branded merchandise pack (\$150). Approximate retail value of Grand Prize is \$2,600 - \$4,500 depending on factors such as airfare.

The trip must take place in 2021 or it is forfeited. Precise timing and trip details will be worked out with the Grand Prize Winner. 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 Grand Prize Winner.

Second Place Winners

Ten 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, “Rogueness”, and expression of the Batsquatch 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 August 15, 2020. 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 Second Place Winner will be selected. The same process will apply to any alternates.

The Second Place Winners prize is a REI Co-Op Backpacking Bundle that consist of a REI Co-op Passage 2 tent with footprint, REI Co-op Stratus Insulated Air sleeping pad, and REI Co-op Trailbreak 30 sleeping bag.

The estimated retail value of the Second Place Winners prize is \$275. 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.

All trademarks and other intellectual property rights associated with the REI Backpacking Bundle and Camp Monster Podcast are the property of REI.

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. It is not sponsored by REI. To obtain a list of Grand Prize and Second Place Prize winners, email a request to amandaz@rogue.com.