

## SPOT THE PINK TRUCK CONTEST

### OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER FOR A CHANCE TO WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THE CONTEST IS INTENDED FOR VIEWING IN THE STATE OF TEXAS ONLY AND WILL BE GOVERNED BY TEXAS LAW. VOID WHERE PROHIBITED.

#### 1. ELIGIBILITY:

The SPOT THE PINK TRUCK contest ("Contest") is open to Texas residents who are twenty-one (21) years of age or older. Employees, contractors, directors, officers and agents of Susan G. Komen® Houston ("Sponsor" or "Administrator"), its affiliates and subsidiaries, advertising and Contest agencies, wholesale distributors, retail licensees, and all other service agencies involved with the Contest, and members of their immediate family (spouse, parent, child, sibling), are not eligible to enter or win. The Contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions which are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements as set forth herein.

#### 2. CONTEST PERIOD:

Contest begins at 12:00:00 a.m. Central Standard Time ("CST") on August 6, 2019 and ends at 11:59:59 p.m. Central Standard Time ("CST") on September 27, 2019 ("Contest Period").

#### 3. HOW TO ENTER:

To participate, take a picture of the Susan G. Komen / Michelob Ultra beer pink delivery truck during regular delivery hours and share on Entrant's Instagram page, using hashtags #liveultra & #morethanpink. For all Instagram Entries: You must be a registered user of Instagram, follow and tag @komenhouston and @silvereagledistributors in order to enter the Contest via Instagram. Instagram registration is free and can be obtained by logging on to Instagram.com and following the online instructions to open an account. If an Entry contains additional people other than only the entrant, please note that the one (1) person submitting the Entry under the Instagram account will be considered the entrant and only the entrant is eligible to win a prize. No other person shown in the Entry is eligible to receive a prize. Neither Sponsor nor its representatives are liable for any disputes arising from or related to the Contest in this regard.

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.

Your setting must be set to "unprotected" and/or "public" in order for your posts to be viewable by Sponsor and its agents. Only posts that are viewable by Sponsor and its agents will be considered an Entry.

All Entries must be received during the Contest Period. No other forms of Entry are valid. Entry must comply with these Official Rules. Sponsor reserves the right, but not the obligation, to review any Entry for violation of these Official Rules and may, at its sole discretion, reject, delete, or otherwise exclude an Entry for any reason, including without limitation, if the Entry contains any Prohibited Content or any other commentary or material which Sponsor, in its sole discretion deems inappropriate.

#### 4. ENTRY GUIDELINES & PROHIBITED CONTENT:

Entries must meet the following requirements:

- Entry cannot defame, misrepresent or contain disparaging remarks about Sponsor, its products, third-parties, products or companies or communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor strives to promote.
- Sponsor shall have full right and power to copy, publish, broadcast, display, distribute, use, edit, translate, alter, combine with other material, reuse and adapt any or all portions of the Entry in any way and for any purpose whatsoever, at any time, now or in the future, in any media now known or hereafter devised throughout the World in any manner whatsoever and for any purpose.
- Entry cannot (a) be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity; (b) promote the excessive or irresponsible consumption of alcohol, or promote illegal use of alcohol, drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous or any particular political agenda or message; (c) be obscene or offensive, endorse any form of hate or hate group; (d) contain an image of anyone under 21 years of age; (e) otherwise fail to comply with the Beer Institute Advertising and Marketing Code as made publicly available at the following online location: <http://www.beerinstitute.org/assets/uploads/general-upload/2015-Beer-Ad-Code-Brochure.pdf>; (f) contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind (other than Michelob Ultra), without permission, or contain any personal identification, such as license plate numbers, personal names, email addresses or street addresses; (g) contain copyrighted materials owned by others without permission; (h) contain materials embodying the names, likenesses or other indicia identifying any person, living or dead, without permission; or (j) depict, and cannot itself be in, violation of any law. Any entry containing material violating the above is automatically disqualified.
- Each entrant warrants and represents that the Entry: (a) is his/her original work, published; (b) has not received previous awards; and (c) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity;
- Any entrant whose Entry includes likenesses of third parties or contains elements not owned by the entrant (such as, but not limited to, depictions of persons, buildings, trademarks or logos) must be able to provide legal releases for such use including Sponsor's use of such Entry, in a form satisfactory to Sponsor, upon request, prior to award of prize and/or naming of entrant as a Grand Prize winner.
- Any Entry that, in the sole opinion of Sponsor, is not in accordance with the guidelines as stated herein or on the website or is deemed to be inappropriate for publication is ineligible.
- Incomplete, illegible, deceptive or garbled Entries are not eligible.
- Any such entrant will indemnify and hold harmless, Sponsor from any claims to the contrary.

By submitting an Entry, you agree that your Entry is gratuitous and made without restriction, that it will not place Sponsor under any obligation other than as stated in these Official Rules, that Sponsor is free to publish or otherwise disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your Entry, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor or developed by its employees or obtained from sources other than you.

By participating, you acknowledge that your Entry may be posted on the Website or in any other form of publication, in Sponsor's sole discretion. Entries posted to the Website are not edited by Sponsor and are the views/opinions of the individual entrant and do not reflect the views of the Sponsor in any manner. By entering, you acknowledge that Sponsor has no obligation to use or post any Entry you submit.

**5. RANDOM DRAWING TO DETERMINE WINNERS:**

Twenty (20) potential Prize winners ("Winners") will be selected in a random drawing held within 1 week of sweepstakes ending date from among all eligible entries received. Ten (10) Winners will be selected from all eligible entries received from August 6, 2019 through August 31, 2019. Ten (10) Grand Prize winners will be selected from all eligible entries received from September 1, 2019 through September 27, 2019 and combined throughout the Sweepstakes Period. Each Winner will be determined from all eligible entries received from Entrants who entered by using the following hashtags: #liveultra and #morethanpink and tag @komenhouston.

**6. GRAND PRIZE DETAILS:**

Twenty (20) total Winners will receive (1) \$50 gift card, 1 complimentary 2019 Komen Houston Race for the Cure registration fee and a Michelob Ultra gift bag. Approximate Retail Value ("ARV"): \$190

For all Prizes: Limit one (1) prize per person. If Winner cannot accept prize as specified, prize will be forfeited and awarded to an alternate Winner. Total ARV of all prizes is \$3,800. Any difference between stated value and actual value will not be awarded. Ten (10) Winners will receive their prize between September 1-7, 2019 and ten (10) Winners, September 30-October 4, 2019. Prizes are 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. Winner will be solely responsible for all federal, state and/or local taxes, if any, and for any other fees or costs associated with the prizes they receive, regardless of whether it, in whole or in part, is used.

**7. WINNER NOTIFICATION:**

All prizes will be awarded. The potential Winners will be notified via direct message on Instagram and will be required to respond to the notification within forty-eight (48) hours indicating whether he/she can accept his/her prize. If no response is received within the time allotted, an alternate potential Winner will be selected. Any alternate potential winner selected will also be required to respond to the notification within forty-eight (48) hours. Sponsor is not responsible for suspended or discontinued Internet, wireless, or land-line phone service which may result in a potential Winner not receiving initial prize notification. Subject to verification of eligibility and compliance with the terms of these Official Rules, including verification that the Winner is at least twenty-one (21) years of age or older, the potential Winner will be declared an official Winner of the Contest. 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 the prize will be awarded to an alternate potential Winner. In the event of noncompliance within any of these time periods, prize will be forfeited, and an alternate potential Winner selected. Any alternate potential Winner selected will also be required to adhere to the time

periods described herein. Any prize notification or prize returned to the Sponsor or its agencies as undeliverable will result in disqualification and the awarding of that prize to an alternate potential Winner.

#### 8. LIMITATIONS OF LIABILITY AND RELEASE:

Susan G. Komen® Houston, Sponsor/Administrator, its affiliates, subsidiaries, and agencies are not responsible for lost, late, misdirected, unintelligible, returned or undelivered Entries, 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 Contest 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 Sponsor's terms of service, as solely determined by the Sponsor, will be disqualified. Neither Sponsor/Administrator nor its agencies are responsible for any incorrect or inaccurate information whether caused by users, tampering, hacking, or by any of the programming or equipment associated with or used in this Contest, 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. Neither Sponsor/Administrator nor its agencies are responsible for injury or damage to entrants or any other person's computer or property related to or resulting from participating in this Contest. Should any portion of Contest be, in the Sponsor'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 Contest, or submission of Entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest, and determine the Grand Prize Winners from valid, non-suspect 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 Entries received from multiple users having the same Instagram account, the authorized subscriber of the Instagram account used to enter will be deemed to be the entrant, and must comply with these Official Rules. The authorized account subscriber is the natural person who is assigned the Instagram account by the organization responsible for assigning Instagram account. All materials submitted become the property of Susan G. Komen® Houston and will not be returned. Entrants agree (a) that Sponsor and its parent, subsidiary and affiliated companies, and advertising and Contest agencies, and their respective officers, directors, employees, wholesale distributors, representatives and agents, will have no liability whatsoever for, and are released and shall be held harmless by entrants against, any liability, for any injuries, losses or damages of any kind, to persons, including death, or property, or rights of publicity or privacy, defamation, copyright infringement or portrayal in a false light resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize or participation in this Contest or in any Contest-related activity, and (b) Winners, by acceptance of prize, except where legally prohibited, grants permission for Sponsor (and agrees to confirm such agreement in writing) and those acting pursuant to its authority to use his/her name, submitted biography, voice and/or likeness and prize information, and/or Entry (and assign the Entry, which may be altered, changed, modified, edited, used alone or with other works, as solely determined by Sponsor) for advertising, trade and Contestal purposes without further compensation, at any times or time, in all media now known or hereafter discovered worldwide and on the Internet without notice or review or approval.

9. PUBLICITY:

You grant to Sponsor an exclusive, worldwide, perpetual, irrevocable, unrestricted, royalty-free, sub-licensable right and license to exploit your Entry in any media now or hereafter known, without any payment or other consideration of any kind, or permission or notification, to you or any third party, for any purpose, including, without limitation, your Entry and any person's property (physical, personal, and indicia) contained therein. The foregoing grant includes, without limitation, the right to reproduce, alter, amend, broadcast, edit, publish, use, merchandise, license, sublicense, and adapt the Entry in any and all media now or hereafter known, throughout the world, for any purpose, whether commercial in nature or otherwise, including in contexts and circumstances that result in your Entry being associated with a particular Sponsor or Sponsors. Accordingly, you hereby waive any objection to, such use, distribution, reproduction or display of your Entry, and any claim for compensation whatsoever in connection therewith. Such waiver shall include any claim for infringement of any so-called "Moral Right," "Droit Moral" or similar right or interest.

10. DISPUTE RESOLUTION:

You agree that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Contest or the Official Rules will be resolved in accordance with the provisions set forth in this Dispute Resolution section. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.

You agree that whenever you have a disagreement with Administrator or Sponsor arising out of, connected to, or in any way related to the Contest or the Official Rules, you will send a written notice to the Administrator ("Demand"). You agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Official Rules. You must send the Demand to the following address (the "Notice Address"): 602 Sawyer Street, Suite 201, Houston, TX 77007. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after you send a Demand. If the disagreement stated in the Demand is not resolved to your satisfaction within 10 business days after it is received, and you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). THIS ARBITRATION PROVISION LIMITS THE ABILITY OF YOU, ADMINISTRATOR, AND SPONSOR TO LITIGATE CLAIMS IN COURT AND YOU, ADMINISTRATOR, AND SPONSOR EACH AGREE TO WAIVE YOUR RESPECTIVE RIGHTS TO A JURY TRIAL OR A STATE OR FEDERAL JUDGE. YOU AGREE THAT YOU WILL NOT FILE ANY LAWSUIT AGAINST ADMINISTRATOR OR SPONSOR IN ANY STATE OR FEDERAL COURT. For any such filing of a demand for arbitration, you must effect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the AAA Consumer Arbitration Rules effective September 1, 2014 (as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate.

YOU AGREE THAT YOU WILL NOT FILE A CLASS ACTION OR COLLECTIVE ACTION AGAINST ADMINISTRATOR OR SPONSOR, AND THAT YOU WILL NOT PARTICIPATE IN A CLASS ACTION OR COLLECTIVE ACTION AGAINST THEM. YOU AGREE THAT YOU WILL NOT JOIN YOUR CLAIMS TO THOSE OF ANY OTHER PERSON. Notwithstanding any other provision in the Official Rules, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a

court. Under no circumstances do you, Administrator, or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator and Sponsor agree that we will submit all disputes with you to arbitration before the Arbitrator.

12. SPONSOR:

Susan G. Komen® Houston

13. ADMINISTRATOR:

Susan G. Komen® Houston

14. WINNER'S LIST:

For a Winner's list, visit [instagram.com/komenhouston](https://www.instagram.com/komenhouston). The Winner's list will be posted for sixty (60) days after Winner confirmation is complete.

This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram. Any questions, comments or complaints regarding this Contest shall be directed to Sponsor and not to Instagram.