

**FOUR PEAKS BREWING CO.
THANK A TEACHER 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 NEW MEXICO, NEVADA, AND UTAH ONLY AND WILL BE GOVERNED BY UNITED STATES LAW. VOID WHERE PROHIBITED.

1. ELIGIBILITY:

To be eligible, an entrant and their nominee must be legal residents of New Mexico, Nevada, or Utah who are twenty-one (21) years age or older as of the start date of the Contest Period (“Eligible Entrant”).

Employees, contractors, directors, officers and agents of Anheuser-Busch, LLC, Four Peaks Brewing Co., its affiliates, and subsidiaries; advertising and Contest agencies, wholesale distributors, retail licensees, all other service agencies involved with the Contest and members of their immediate family (spouse, parent, child and 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 in the “Four Peaks For Teachers – Thank A Teacher Contest” (“Contest”) constitutes Entrants full and unconditional agreement to these “Official Rules” (“Official Rules”) and Sponsor’s and Administrator’s decisions which are final and binding in all matters related to this Contest. Winning the prize is contingent upon fulfilling all requirements as set forth herein.

2. CONTEST PERIOD:

The Contest begins at 12:00:00 a.m. Pacific Daylight Time (“PDT”) on May 8, 2023, and ends on July 24, 2023 (“Contest Period”). The Contest Period is divided into two (2) phases as defined below. Sponsor’s computer is the official time keeping device for this Contest.

3. PHASE ONE: CONTEST SUBMISSION PERIOD:

The prize(s) in this Contest will only be awarded to the Teacher(s) nominated by an Eligible Entrant(s) whose submission has received the highest ratings by the judging panel.

The Contest Submission Period begins at 12:00:00 a.m. PDT on May 8, 2023, and ends at 11:59:00 p.m. PDT on July 24, 2023 (“Contest Submission Period”).

Two (2) Ways to Enter:

(1) Website: Visit <https://www.fourpeaksforteachers.org/nominate> during the Contest Submission Period and follow the online instructions to (1) complete the online questionnaire; and (2) complete a submission that nominates a teacher that made an impact on you.

(2) Instagram/Facebook: During the Contest Submission Period, send a Direct Message to @FourPeaksBrew on Instagram or Facebook with a nomination of a teacher who has made a positive impact in your life (also an "Entry"). Upon receiving a potentially valid entry, Sponsor will require the submitter to complete an online questionnaire to ensure the submitter is an Eligible Entrant.

You must be a registered user of Instagram or Facebook and follow Four Peaks Brewing on Instagram or Facebook in order to enter the Contest via Instagram or Facebook. Instagram and Facebook registrations are free and can be obtained by logging on to www.instagram.com or www.facebook.com and following the online instructions to open an account. Only messages that are viewable by Sponsor and its agents will be considered an Entry.

For all Entries:

Limit one (1) Entry per person and (1) teacher nomination per entry during the contest period.

If an Entry contains information on additional people other than one teacher specified by the Eligible Entrant, please note that the one (1) person submitting the Entry under their email or Instagram account will be considered the Entrant and the Entrant is obligated to nominate only one person and their related impact for the teacher to be eligible to win a prize. No other person in the Entry is eligible to receive a prize. Neither Sponsor nor Administrator 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.

All Entries must be received and recorded during the Contest Submission Period. Entries will be judged. See Section 4 of these Official Rules for Contest Judging Criteria. No other forms of Entry are valid. See Appendix A for additional Entry Guidelines & Prohibited Content. Entries 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 (as defined in

Appendix A) or any other commentary or material which Sponsor, in its sole discretion deems inappropriate.

4. PHASE TWO: CONTEST JUDGING TO DETERMINE THE THREE (3) WINNERS:

Beginning on July 24, 2023, and ending on or about July 31, 2023, all eligible Entries will be divided into three (3) groups to be determined by the state where each teacher resides. Then, each group of nominations will be judged based on the following contest judging criteria (“Contest Judging Criteria”) by a panel of contest judges (“Contest Judges”) selected by Sponsor. The Contest Judging Criteria includes: (1) Involvement in education in a Community with a demonstrated need for support; (2) Aligned with the values of the Four Peaks brand; (3) Demonstration of a commitment to making community impact through education; and, (4) Overall positive impact of educational, charitable, or community support efforts. One (1) teacher from each state, nominated by an Eligible Entry, that receives the highest cumulative scores awarded by the Contest Judges will be deemed a potential winner (“Winner” or “winner”) and receive their portion of the prize (subject to verification). See Rule #6 for prize details. In the event of a tie, tied Entries will be re-judged by a new panel of Contest Judges based on the Contest Judging Criteria stated above until the tie is broken. The decisions of the Contest Judges are final in all aspects of the Contest Judging.

5. WINNER NOTIFICATION:

The winning Entries will be notified via email or via direct message on Instagram on or around July 31, 2023.

Eligible Entrants that submit a potential winner will be notified via email or via direct message on Instagram and will be required to respond to the notification within forty-eight (48) hours indicating whether their nominee can accept the prize and provide a method of contacting the potential winning teacher. If no response is received within the time allotted, or potential winner cannot be contacted or accept prize as specified by Sponsor, an alternate potential winner may be selected at the sole discretion of Sponsor. Any alternate potential winner selected will also be required to respond to the notification within forty eight (48) hours.

Potential winners will be required to complete, sign and return an affidavit of eligibility and liability and, unless prohibited by law, publicity release to Sponsor within forty-eight (48) hours of prize acceptance. In the event of noncompliance, the prize will be forfeited and may be awarded to an alternate potential winner at the sole discretion of Sponsor. Any alternate potential winner will also be required to adhere to the requirements described herein.

Potential winners may be required to submit to a confidential background check. Such background check may include (but is not limited to) investigation of criminal, sexual offenses, or other arrest or conviction record, and any other factor

deemed relevant by the Sponsor to help ensure that the potential winner will not bring Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Sponsor. If requested, potential winner agrees to sign waiver forms authorizing the release of personal and background information. In the event of noncompliance, to be determined at the sole discretion of Sponsor, potential winner will be disqualified and an alternate potential winner may be selected at the sole discretion of Sponsor. Any alternate potential winner will also be required to adhere to the requirements described herein.

Any prize notification or prize returned to the Sponsor or its agencies as undeliverable will result in disqualification and the prize may be awarded to an alternate potential winner at Sponsor's sole discretion.

Neither Sponsor nor Administrator are responsible for suspended or discontinued Internet, wireless, or land-line phone service or a change in a potential winner's email, phone number or mailing address which may result in a potential winner not receiving initial prize notification or their prize information.

6. PRIZE DETAILS:

Prize (up to 3 total): Each winner will receive \$1,000 cash or cash equivalent.

If any winner cannot accept the prize as specified by Sponsor, prize will be forfeited and may be awarded to an alternate winner at Sponsor's sole discretion. Total Approximate Retail Value ("ARV") of all cash prizes is \$3,000.00. Any difference between stated value and actual value will not be awarded.

Limit one (1) prize per person. Prizes are non-transferable and no cash equivalent or substitution of prize is offered, except at the sole discretion of Sponsor. If 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. Prize winner will be solely responsible for all federal, state and/or local taxes, 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. LIMITATIONS OF LIABILITY AND RELEASE:

Anheuser-Busch, LLC, Four Peaks Brewing, Administrator and each of their affiliates, subsidiaries, and agencies (collectively the "Released Parties") 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. Released Parties are not 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. Released Parties are not 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 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 email address or Instagram account, the authorized subscriber of the email address or 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 email address or Instagram account by the organization responsible for assigning the email address or Instagram account. All materials submitted become the property of Anheuser-Busch, LLC and will not be returned. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU, AND THE FOREGOING PARAGRAPHS SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF SPONSOR OR ADMINISTRATOR'S NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

Entrants and winners 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) winner, 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 Contest 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.

8. PUBLICITY AND COPYRIGHT LICENSE:

Entrants grant Sponsor an exclusive, worldwide, perpetual, irrevocable, unrestricted, royalty-free, sub-licensable and transferrable right and license to exploit your Entry (including, without limitation, your name and likeness and the names and likenesses of any and all persons in the Entry, and any intellectual property rights (e.g. copyright, trademark, etc.) contained in the 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, intellectual property rights, and indicia) contained therein. The foregoing grant includes, without limitation, the right to reproduce, display, distribute, publicly perform, create derivative works of, 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 including without limitation, distribution, reproduction, creation of derivative works of, public performance, 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.

9. DISPUTE RESOLUTION:

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant, Administrator and Sponsor in connection with the Sweepstakes, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor, shall be governed by, and construed in accordance with, the laws of the State of Missouri without giving effect to any choice of law or conflict of law rules. The place of arbitration shall be St. Louis, Missouri.

10. PRIVACY POLICY:

See Sponsor's privacy policy located at <https://www.fourpeaks.com/privacy-policy> for details regarding the use of personal information collected in connection with this Contest. If you are verified as a prize winner, your first name, last initial, city and state will be included in a publicly-available winner's list.

11. SPONSORS

Anheuser-Busch, LLC, One Busch Place, St. Louis, MO 63118

Four Peaks Brewing Co., 1340 E 8th St Ste 104, Tempe, AZ 85281-4396

12. ADMINISTRATOR:

Lane Terralever, 645 E Missouri Ave, Unit 400, Phoenix, AZ 85012

13. WINNER'S LIST:

For the names of the winners, send a direct message to the Four Peaks Brewing Co. Instagram account and include "Four Peaks for Teachers Winner's List Request" in the direct message for receipt by October 8, 2023.

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© 2023 Four Peaks Brewing Co., Tempe, AZ

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

APPENDIX A

ENTRY GUIDELINES & PROHIBITED CONTENT:

Entries must meet the following requirements:

- Entry cannot defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies or communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate.
- 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.beerstitute.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 Golden Road Brewing), 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; (i) refer to or depict any names, logos or readily recognizable features of a retailer of alcohol beverages (such as a grocery store, convenience store, restaurant, bar, or any other retail location that sells alcohol beverages); or (j) depict, and cannot itself be in, violation of any law.
- 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 Winner.

- Any 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.

All Entries are subject to Sponsor's Digital Millennium Copyright Act policy, as follows: **DIGITAL MILLENNIUM COPYRIGHT ACT**—Anheuser-Busch is committed to respecting and protecting the legal rights of copyright owners. As such, Anheuser-Busch adheres to the following notice and take down policy, in full compliance with Section 512(c)(3) of the DMCA (17 U.S.C. § 512 *et seq.*). If you believe any of the Entries infringes upon your intellectual property rights, please submit a notification alleging such infringement (hereafter a "DMCA Takedown Notice"). To be valid, a DMCA Takedown Notice must (i) be provided to the Anheuser-Busch designated agent, ("Copyright Agent"), as set forth below, and (ii) include the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works;
- Identification of the material claimed to be infringing or to be the subject of infringing activity and that is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and,
- A statement that, under penalty of perjury, the information in the notification is accurate and you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Anheuser-Busch's Copyright Agent to receive DMCA Takedown Notices is: email: trademarks@anheuser-busch.com. For clarity, only DMCA Takedown Notices should go to the Copyright Agent; any other feedback, comments, online purchases or other

communications should be directed to the applicable customer service links posted on the Website. You acknowledge that in order for Anheuser-Busch to be authorized to takedown any Content, your DMCA Takedown Notice must comply with all of the requirements of this Section.

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 used in Sponsor's sole discretion. Entries 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.