

Subpar Pale Ale Giveaway

Complete Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PRODUCT PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. INTERNET ACCESS AND EITHER AN EMAIL OR INSTAGRAM ACCOUNT ARE REQUIRED TO ENTER.

1. ELIGIBILITY: The Subpar Pale Ale Giveaway (“Promotion”) is offered and open to legal residents of the 50 United States and DC (except for the state of MD) who are age 21 or older at time of entry. Void in all other locations and where prohibited. Employees, officers and directors of New Belgium Brewing Company (“Sponsor”) and those entities involved in the preparation of materials and/or administration of this Promotion, including any retailer at which this Promotion is advertised or promoted (collectively referred to herein as the “Promotion Entities”), suppliers, distributors, or retailers of alcohol-beverage products, and their immediate family members (spouse, siblings, children and parents) and those living in the same household as such individuals (whether or not related) are not eligible to enter.

2. PROMOTION PERIOD: Promotion starts on or about 12:00:01 am Mountain Time (“MT”) on April 22, 2024 and ends 11:59:59 pm MT on April 29, 2024 (“Promotion Period”). All time referenced herein is Mountain Time. Sponsor’s clock is the official time keeping device for the Promotion.

3. HOW TO ENTER: Login to your Instagram account during the Promotion Period and follow @newbelgium (Instagram.com/newbelgium) and @subparparks (Instagram.com/subparparks), like the Promotion post and Tag a friend in the comments. All entries become the property of Sponsor and will not be returned. Promotion Entities assume no responsibility for lost, late, incomplete, inaccurate, stolen, misdirected, postage due or illegible entries; nor for any computer, telephone, cable network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt, or jumbled transmissions; nor service provider, Internet, Web site, user net accessibility or availability, traffic congestion, or any technical error; nor for unauthorized human intervention, human error, or the incorrect or inaccurate capture of entry or other information; nor for the failure to capture any such information.

If you use a web-enabled iPhone or Android mobile telephone to participate in this Promotion (which may only be available via participating wireless carriers), standard data rates may apply according to the terms of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Contact your wireless carrier for details. Mobile device service may not be available in all areas or on all carriers. Once submitted, entry cannot be modified, deleted or cancelled. Entries may not infringe or violate the rights of any third party. By submitting an entry, each entrant represents and warrants that the entry submitted is the sole creation of that entrant (not copied, adapted, or reproduced from any other source and not a collaboration with any other person) and

warrants that the entry, or any element thereof, does not violate, breach, or infringe upon any copyright, trademark, or other proprietary rights of any person or entity, is not defamatory or libelous, does not disclose provide or personal matters concerning any person without such person's consent, and does not depict unsafe, illegal or dangerous practices. Any entry, in whole or in part, that is deemed by Sponsor in its sole and absolute discretion as inappropriate, noncompliant, irrelevant, obscene, offensive or in any other respect unsuitable will not be considered. Sponsor reserves the right, at its sole and absolute discretion, to refuse, disqualify, or withdraw entries and/or entrants at any time during the Promotion.

Use of any automated system, software applications that enable users to create multiple posts or accounts and/or temporary accounts to participate in this Promotion or to redeem prizes is prohibited and may result in disqualification from this Promotion and any current or future promotions offered by the Sponsor. In the event of a dispute as to any entry, the "Authorized Account Holder" of the email address associated with the account at time of entry will be deemed to be the entrant. The Authorized Account Holder is the natural person assigned an email address by the Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted email address. Each potential winner may be required to show proof of being an Authorized Account Holder.

4. SELECTION OF WINNERS: Sponsor will conduct a drawing on April 23, 2024 from all eligible entries received by April 29, 2024 to select one (1) Grand Prize winner. Odds of winning depend on the number of eligible entries received for the drawing. All entries and participation in this Promotion shall be governed by these Official Rules and the decisions of the judges and Sponsor, whose decisions shall be final, binding, and conclusive on all matters. The potential winner will be contacted by direct message on Instagram at the account provided at the time of entry within 5 to 10 business days after the drawing. You are not a winner until Sponsor has verified your eligibility and compliance with these Official Rules. Potential prize winners may be required to complete, have notarized and return an Affidavit of Eligibility, Liability and, where legal, Publicity Release within seven (7) calendar days of notification or attempted notification. Sponsor will make one attempt to notify each potential winner, who will have twenty-four (24) hours to respond. If (a) Sponsor is unable to contact a potential winner; (b) a potential winner fails to respond to a notification attempt within 24 hours; (c) a potential winner fails to timely return or properly complete the above described release documents; (d) a prize notification or any prize is returned as non-deliverable; or (e) a potential winner is not eligible or does not comply with these Official Rules, prize forfeiture will result and an alternate potential winner may be selected. If a winner for any prize cannot be confirmed within 30 days of the drawing date, then such prize will not be awarded.

5. GRAND PRIZE (1)/APPROXIMATE RETAIL VALUE (ARV): The Grand Prize consists of one (1) New Belgium bike, one (1) \$100 New Belgium gift card, one (1) Poster of print, one (1) National Parks Pass, one (1) Signed Subpar Parks book, one (1) Subpar Parks puzzle, and two (2) can sleeves. (ARV: \$914)

Prize is not redeemable for cash. No substitution or transfer of prize will be permitted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value.

All federal, state, and local taxes and other fees associated with prize receipt and use are the sole responsibility of the winner. At Sponsor's discretion, winner may be required to pick up their prize at a specified location within a reasonable time period (as determined solely by Sponsor), or prize may be mailed unassembled to winner approximately 60 days after the end of the Promotion Period to the address provided by winner at time of prize acceptance. Winner is solely responsible for assembling or arranging for the assembly of the bike upon receipt.

6. GENERAL: By participating, participants agree to abide by and be bound to these Official Rules and the decisions of Sponsor, which are final and binding in all respects. Failure to timely return or properly complete release documents (as described herein), or if a prize notification or any prize is returned as non-deliverable, or if potential winner is not eligible or does not comply with these Official Rules prize forfeiture will result and an alternate potential winner may be selected. **BY PARTICIPATING, PARTICIPANTS AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS THE SPONSOR, PROMOTION ENTITIES, ANY RETAILER AT WHICH THE PROMOTION IS ADVERTISED OR AT WHICH PARTICIPANTS MAY ENTER, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES AND AGENTS FROM AND AGAINST ANY AND ALL ALLEGED AND/OR ACTUAL CLAIMS, ACTIONS, DEMANDS, LOSSES, SETTLEMENTS (WHETHER OR NOT LITIGATION IS COMMENCED), LIABILITIES AND DAMAGES OF ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE (INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PERSONAL INJURY, DEATH, DISABILITY AND PROPERTY DAMAGE), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, SETTLEMENT AND DISBURSEMENTS) DIRECTLY OR INDIRECTLY ARISING NOW OR IN THE FUTURE IN WHOLE OR IN PART OUT OF ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE, PARTICIPATION IN ANY CONTEST/PRIZE RELATED ACTIVITY, ACCESS TO WEB SITE, AND/OR PARTICIPATION IN THIS PROMOTION.** By entering and/or accepting a prize, participants and/or winners hereby consent, where lawful, to the use by Sponsor (and its authorized third parties) of their name, hometown, and/or biographical information in any and all media now known or hereafter developed worldwide, and on the Internet and World Wide Web, without additional compensation, and without the right of review, notification or approval.

7. LIMITATIONS OF LIABILITY: Neither the Sponsor nor any Promotion Entities are responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Promotion or downloading materials from or use of any web site. If, for any reason, the Promotion is not capable of running as planned by reason of, but not limited to, infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which Sponsor deems, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion or any part thereof and select the winner from entries received prior to the action or as otherwise may be deemed fair and equitable by Sponsor. Neither the Sponsor nor

any Promotion Entities shall be liable to winner or any other person for failure to execute the Promotion, or supply a Prize or any part thereof, by reason of any act of God, any action(s), regulation(s) order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any similar or dissimilar event beyond their reasonable control.

In no event will Sponsor nor any Promotion Entities, their parents, affiliates, subsidiaries and related companies, their advertising or promotion agencies and/or all their respective officers, directors, employees, independent contractors, representatives and agents, be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising out of participation in the Promotion, Promotion/Prize related activities, access to, and use of, any participating Internet site(s) or the downloading from and/or printing of material downloaded from said site(s). Without limiting the foregoing, the Grand Prize, any Additional Prizes, and everything on said site(s) are provided “AS IS” without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties.

THIS PROMOTION IS GOVERNED BY THE LAWS OF THE STATE OF COLORADO WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Promotion, participant agrees that any and all disputes, claims and causes of action arising out of or connected with this Promotion or the prizes awarded shall be governed by the laws of the State of Colorado, without giving effect to any choice of law or conflict of law rules, and that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Promotion shall be resolved individually, without resort to any form of class action, exclusively before a court in Colorado having jurisdiction. Further, in such dispute, under no circumstances will participant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental or consequential damages, including attorneys’ fees, other than participant’s actual out of pocket expenses (i.e. costs associated with entering this Promotion), and participant further waives all rights to have damages multiplied or increased.

8. WINNERS LIST: For the name of the prize winner, mail a self-addressed, U.S. postage stamped envelope to: Subpar Pale Ale Giveaway, New Belgium Brewing Company, 500 Linden Street, Fort Collins, CO 80524, for receipt by July 29, 2024.

9. SPONSOR: New Belgium Brewing Company, Fort Collins, CO 80524.

This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram. All information provided by entrants in this promotion is being provided to Sponsor and not to Facebook or Instagram.