

Oberon Electric Forest Contest

Complete Official Rules

A PRODUCT PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

1. ELIGIBILITY: The Oberon Electric Forest Contest (“Contest”), is offered and open to legal residents of Michigan 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 Contest, and any retailer at which this Contest is advertised or promoted (collectively referred to herein as the “Contest 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 win this Contest, but may participate in the Contest.

2. CONTEST PERIOD: Contest starts on or about 8:00:01 pm Eastern Time (“ET”) on June 1, 2024 and ends on or about 8:00:01pm ET on June 30, 2024 (“Contest Period”). All time referenced herein is Eastern Time.

3. HOW TO ENTER: Complete in-store entry form. Only entry forms with a valid first and last name, address, email address, date of birth, and telephone number will receive one entry into the applicable sweepstakes drawing.

4. CONDITIONS OF ENTRY: Limit one entry per person. Multiple entries by the same person will be disqualified. Once submitted, entry cannot be modified, deleted or cancelled. Entries may not infringe or violate the rights of any third party. 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. Entries become the property of Sponsor, will not be returned.

5. SELECTION OF WINNER: Unless otherwise stated on a Promotion Advertisement, Sponsor will conduct random drawing(s) on or about 8:00:00 pm ET on the drawing date(s) listed on the Promotion Advertisement, from all eligible entries received to select the number of winners indicated on the Promotion Advertisement. Odds of winning depend on the number of eligible entries received. 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. Unless otherwise stated on a Promotion advertisement, Potential winner will be contacted by email or telephone approximately 1 to 3 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 and, if applicable, their guests 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 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 the prize will not be awarded.

6. GRAND PRIZE (4)/APPROXIMATE RETAIL VALUE (ARV):

- Each Grand Prize consists of Two General Admission Passes to Electric Forest 2024. (Total ARV: \$1,040).

Sponsor reserves the right to substitute a prize of equal or greater value. Prize(s) are not redeemable for cash. No substitution or transfer of prizes will be permitted except at Sponsor's sole discretion. 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 to winner approximately sixty (60) days after the end of the Contest 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.

7. 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, CONTEST ENTITIES, ANY RETAILER AT WHICH THE CONTEST 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 CONTEST.** 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.

8. LIMITATIONS OF LIABILITY: Neither the Sponsor nor any Contest Entities are responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Contest or downloading materials from or use of any web site. If, for any reason, the Contest 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 contest, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest 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 Contest Entities shall be liable to winner or any

other person for failure to execute the Contest, 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 Contest 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 Contest, Contest/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, the First Prizes, and 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 CONTEST IS GOVERNED BY THE LAWS OF THE STATE OF COLORADO WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Contest, participant agrees that any and all disputes, claims and causes of action arising out of or connected with this Contest 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 Contest 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 Contest), and participant further waives all rights to have damages multiplied or increased.

9. WINNERS LIST: For the names of the prize winners, mail a self-addressed, U.S. postage stamped envelope to: Oberon Electric Forest (1333876599) Winners’ List Request, New Belgium Brewing Company, 500 Linden Street, Fort Collins, CO 80524, for receipt by September 30, 2024.

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