

ELYSIAN/MARRY US JONATHAN VAN NESS CONSUMER 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 UNITED STATES ONLY AND WILL BE GOVERNED BY UNITED STATES LAW. VOID WHERE PROHIBITED.

1. ELIGIBILITY:

The “Elysian/Marry Us Jonathan Van Ness Consumer Contest” (“Contest”) is open to groups of two (2) eligible participants who are unmarried and want to get married, who are legal residents of the fifty (50) United States and District of Columbia and who are twenty-five (25) years of age or older at the time of entry (each group a “Couple”). Employees, contractors, directors, officers and agents of Anheuser-Busch, LLC, Elysian Brewing Company, Seattle Out & Proud, its affiliates and subsidiaries; advertising and promotion agencies, wholesale distributors, retail licensees, 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. By participating in this Contest, entrants agree to be bound by the Official Rules (“Official Rules”) at <https://www.elysianbrewing.com/MarryUsJVN>. Sponsor’s decisions 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:

Contest begins at 12:00:00 a.m. Pacific Daylight Time (“PDT”) on April 29, 2019 and ends at 11:59:59 p.m. PDT on May 10, 2019 (“Contest Period”). Sponsor’s computer is the official time keeping device for this Contest.

3. HOW TO ENTER:

INSTAGRAM: To enter, each Couple must post a video that describes their love story and why they want to get married by Jonathan Van Ness and include the hashtags #MarryUsJVN and #Contest and handle tags @ElysianBrewing and @SeattlePride (“Entry”).

You must be a registered user of Instagram and follow Elysian Brewing Company on Instagram in order to enter the Contest via Instagram. Instagram registration is free and can be obtained by logging on to www.instagram.com and following the online instructions to open an account.

Entry must be in English and is limited to sixty (60) seconds or less in length. If any Entry exceeds sixty (60) seconds in length, only the first sixty (60) seconds of the video will be judged.

If entering via a mobile phone or other web-enabled device and using your wireless carrier's network, standard message and data charges from your wireless carrier may apply. Check with your wireless service provider for details on these and other applicable charges. Participants 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.

Please note that the one (1) person submitting the Entry under their Instagram account will be considered the entrant. Neither Sponsor nor its representatives are liable for any disputes arising from or related to the Contest in this regard.

Entries will be judged. See Rule #5 for Judging Criteria. All Entries must be received during the Contest Period. No other forms of Entry are valid. See Rule #4 for additional Entry Guidelines & Prohibited Content. 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 (as defined in Rule #4) 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 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.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 Elysian Brewing Company), 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, (b) has not been previously published; (c) has not received previous awards; and (d) 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 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.

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.

5. CONTEST JUDGING TO DETERMINE THE GRAND PRIZE WINNER:

Beginning on May 10, 2019 and ending on May 14, 2019, all eligible Entries will be judged based on the following judging criteria (“Judging Criteria”) by a panel of judges (“Panel”) selected by Sponsor. The Judging Criteria includes: (1) Passion; (2) Personality; (3) Creativity; (4) Enthusiasm; and (5) Storytelling. The one (1) eligible Entry receiving the highest cumulative scores awarded by the Panel will be deemed the Winning Couple (“Winning Couple”) and will receive the Grand Prize. In the event of a tie, tied Entries will be re-judged by a new Panel based on the Judging Criteria stated above until the tie is broken. The decisions of the Panel are final in all aspects of the Contest. See Rule #6 for Prize details.

6. PRIZE DETAILS:

Grand Prize (1 total): The Winning Couple will receive a Wedding Ceremony and Reception for up to twenty (20) guests scheduled to occur on June 4, 2019 at Elysian Brewing’s Capitol Hill pub located in Seattle, Washington (“Wedding Package”). The Wedding Package consists of the following:

Travel:

- If the Winning Couple resides two-hundred fifty (250) miles outside of Seattle, Washington, round-trip air transportation will be provided from gateway city nearest the Winning Couple’s home to Seattle, Washington. If Winning Couple resides within two-hundred fifty (250) miles of Seattle, Washington, round-trip air transportation will not be awarded and any difference in value will not be awarded.

Wedding Planning Inclusions:

- Wedding Planner (to be determined by Sponsor, in Sponsor’s sole discretion)

Wedding Day Inclusions:

- Wedding Ceremony (legal or ceremonial) to be officiated by Jonathan Van Ness
- Ceremony Photographer
- Ceremony Videographer
- Florals (Ceremony and Reception)
- Food – Hors d’oeuvres at Reception
- Beverages – select beverages at Reception
- Wedding Cake
- Entertainment – DJ and overhead music
- Venue + Reception staff
- Hairstylist
- Make-up artist

- Hotel accommodations the night before the Wedding Ceremony and on the wedding night
- Round-trip transportation to/from hotel/Wedding Ceremony/Reception

Cash Prize:

- Each member of the Winning Couple will receive one (1) \$1,400.00 pre-paid card.

In order to claim the prize, Winning Couple must obtain a Marriage License at least four (4) days prior to the Wedding Ceremony scheduled to occur on June 4, 2019. Any costs associated with the Marriage License, including any travel and transportation costs associated with obtaining the Marriage License, if applicable, are solely the responsibility of the Winning Couple. If the Winning Couple fails to obtain a valid Marriage License at least four (4) days prior to the Wedding Ceremony scheduled to occur on June 4, 2019, then prize will be forfeited and may be awarded to an alternate Winning Couple (time permitting).

Set-up and décor of the Wedding Ceremony and Reception to be determined by Sponsor, in Sponsor's sole discretion. Ceremony date is subject to availability and change.

Winning Couple's guests must be twenty-five (25) years of age or older as of the end date of the Contest Period. Winning Couple's guests are responsible for transportation to/from the Ceremony.

Travel and accommodations are at the Sponsor's discretion and subject to availability and change. Winning Couple must be able to travel on the same itinerary and on the dates specified by Sponsor or prize will be forfeited and may be awarded to an alternate Winning Couple (time permitting). Winning Couple must comply with all travel requirements, which may include, without limitation, presenting necessary identification (including a valid driver's license) at the time of travel. Flight schedules are subject to change without notice. Sponsor is not liable for any missed events or opportunities or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. Any costs incurred due to changes to the original itinerary are solely the Winning Couple's responsibility. Winning Couple may be required to provide a credit card at time of hotel check-in. Pre-paid card is subject to the terms and conditions as stated on the pre-paid card. Ground transportation (other than stated above), meals (other than stated above), gratuities, Wedding rings, Marriage License fees, Wedding attire and all other expenses not specified herein are solely the responsibility of the Winning Couple. If Winning Couple cannot accept the prize as specified, prize will be forfeited and may be awarded to an alternate Winning Couple (time permitting). Approximate Retail Value is up to \$14,000.00. Actual value depends on city/day/time of departure. Any difference between stated value and actual value will not be awarded.

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. 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.

If Sponsor so elects, the Winning Couple 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 Winning Couple will not bring the Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Sponsor. If requested, the Winning Couple agree 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, prize will be forfeited and may be awarded to an alternate Winning Couple (time permitting).

7. WINNER NOTIFICATION:

The prize will be awarded (time permitting). Odds of winning depend on the number of eligible entries received. Potential Winning Couple will be notified via direct messaging on Instagram and will be required to respond to the notification within twenty-four (24) hours indicating whether he/she can accept the prize. If no response is received within the time allotted, an alternate Winning Couple will be selected (time permitting). Any alternates selected will also be required to respond to the notification within twenty-four (24) hours. Sponsor is not responsible for suspended or discontinued Internet wireless or landline phone service which may result in potential Winning Couple not receiving initial prize notification. Potential Winning Couple will be required to complete, sign and return an affidavit of eligibility and liability and publicity release within forty-eight (48) hours of prize acceptance. Subject to verification of eligibility and compliance with the terms of these Official Rules, including verification that the Winning Couple is at least twenty-five (25) years of age or older, the potential Winning Couple will be declared an official Winning Couple of the Contest. If Sponsor cannot verify that the potential Winning Couple is twenty-five (25) years of age or older prior to winner notification, then the potential Winning Couple will be disqualified and the prize may be awarded to an alternate potential Winning Couple (time permitting). In the event of noncompliance within any of these time periods, prize will be forfeited and an alternate Winning Couple may be selected (time permitting). Any alternate Winning Couple elected will also be required to adhere to the time period 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 Winning Couple (time permitting).

8. LIMITATIONS OF LIABILITY AND RELEASE:

Anheuser-Busch, LLC, Elysian Brewing Company. Seattle Out & Proud, its affiliates, subsidiaries, and agencies (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. Neither Released Parties 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 Released Parties 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 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 the Instagram account. All materials submitted become the property of Elysian Brewing Company 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) 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 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 AND COPYRIGHT LICENSE:

You 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.

10. PRIVACY POLICY:

Please see the privacy policy located at <https://www.anheuser-busch.com/privacy-policy.html> for details of Sponsor's policy regarding the use of personal information collected in connection with this Contest.

11. WINNER'S LIST:

For the names of the Winning Couple, hand print your name and complete address on a 3" x 5" card and mail to: Elysian Brewing/Marry Us Jonathan Van Ness Consumer Contest Winner's List Request, 6010 Airport Way S, Seattle, WA 98108, for receipt by July 1, 2019.

12. SPONSOR:

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

12. CO-SPONSOR:

Seattle Out & Proud, 1605 12th Ave, Suite 2, Seattle WA 98122

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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.