

Sierra Nevada® Brewing Co. (“Sponsor”)  
[Grab Life by the Thorns] (the “Promotion”)  
Official Rules

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.**

THIS PROMOTION IS OPEN TO LEGAL RESIDENTS OF THE PARTICIPATING UNITED STATES JURISDICTION THAT IS IDENTIFIED IN THE PROMOTION’S POINT-OF-SALE ADVERTISEMENT (“POS”) WHO ARE AT LEAST 21 YEARS OF AGE AT THE TIME OF ENTRY. VOID WHERE PROHIBITED BY LAW.

BY ENTERING THIS PROMOTION, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES. FAILURE TO COMPLY WITH ANY OF THE RULES OR CONDITIONS WILL RESULT IN DISQUALIFICATION. WE’RE NOT MAD, JUST DISAPPOINTED. RESTRICTIONS APPLY SO PLEASE DO AS WE SAY.

1. **PROMOTION PERIOD:** Entries accepted beginning May 1<sup>st</sup>, 2016 12:01AM PST(Pacific Standard Time) through May 31<sup>st</sup>(hereinafter, the “Promotion Period”). Voting begins June 6<sup>th</sup> 2016 12:01AM PST through June 12<sup>th</sup> 2016 11:59PM PST (“Voting Period”)

2. **ENTRY PROCEDURE(S):** During the Promotion Period, participants may enter the Promotion in the following ways:

- a. ***Via Text Message:*** participants may use their mobile phone to text (“keyword” on POS) to 55155 and follow instructions to be entered into the Promotion. Those participating by text message must have a mobile phone with text messaging capabilities to participate via their mobile phone. **Participants entering this Promotion via text message may incur a standard text message and/or data charge from their wireless service provider. Participants are solely responsible for any such wireless charges.** Alternatively, participants can enter by sending an email with their name and telephone number via email to [beer@sierranevada.com](mailto:beer@sierranevada.com). **Limit: One text entry per wireless phone number per day; and, one emailed entry per day. No purchase necessary. No entry fee required. No additional msg/month. Text STOP to end[. Text HELP for help or email [beer@sierranevada.com](mailto:beer@sierranevada.com).**
- b. ***Via Facebook:*** Facebook members may enter this Promotion by taking a photo of his/her crazy adventure, AKA them “Grabbing life by the Thorns” (“Photo”) and uploading an image of the Photo onto Facebook. Facebook membership is free, and registration for a Facebook account can be obtained by going to <http://facebook.com/> and following the onscreen instructions
- c. ***Via Instagram:*** Instagram members may enter this Promotion by uploading the Photo to the participant’s public Instagram feed, using the #BytheThorns hashtag. Instagram

membership is free, and registration for an Instagram account can be obtained by going to <http://instagram.com> and following the onscreen instructions.

- d. **Via Twitter:** Twitter members may enter this Promotion by tweeting the Photo to @SierraNevada and including the #BytheThorns hashtag in the Tweet. Twitter membership is free, and registration for a Twitter account can be obtained by going to <https://twitter.com/> and following the onscreen instructions.
- e. **Via Postcard:** Mail a 3x5 postcard with your name, address, e-mail address and telephone number to Sierra Nevada Brewing Co. at 1075 East 20th Street, Chico, California 95928.

You must have access to the internet, and be a registered member of at least one of the above-identified social media platform(s), in order to participate in this Promotion. If a participant sends multiple entries from the same account, or from multiple accounts during the Promotion Period, only one (1) entry at the discretion of Sponsor will be counted for that participant per week of the Promotion Period.

Any entries not received by Sponsor in the manner herein specified will not be entered into the Promotion. No other attempted method of entry will be accepted. Personal information submitted in connection with this Promotion is governed by Sponsor's Privacy Policy located at <http://www.sierranevada.com/terms-and-policies>. All entries submitted become the sole property of Sponsor and will not be returned. Mechanically reproduced, illegible, incomplete or inaccurate entries are void. Sponsor is not responsible for entries that are lost, late, misdirected, incomplete, incomprehensible, illegible, damaged, undeliverable or delayed.

4. **ELIGIBILITY:** This Promotion is offered and open only at participating locations to legal residents of such jurisdiction(s) as stated in the POS who are age 21 or older at time of entry. Void in all other states and where prohibited. Employees, officers, lackeys, good friends, and representatives of Sponsor and its licensed industry members, including all retailers, manufacturers, and wholesalers, as well as industry members' immediate families and/or households or pets, are not eligible to enter this Promotion. You guys live the dream every day, give somebody else a chance, will ya?

5. **HOW TO WIN:** Winner(s) will be chosen by random drawing held at Sponsor's offices approximately fifteen (15) days after the end of the Voting Period from among all qualifying entries, as selected by Sponsor or its agents. All decisions of the Sponsor are final in all matters relating to this Promotion. In the event there are no qualifying entries during the Promotion Period, there will be no winner selected for that Promotion. If a dispute arises about who submitted an entry, the entry will be deemed submitted by the authorized account holder. The authorized account holder is deemed the natural person who is assigned the account from which the entry was submitted. Entry in the Promotion does not constitute entry into any other promotion, contest or sweepstakes. All decisions of Sponsor regarding the Promotion and/or the application of these Official Rules are final and binding.

6. **PRIZE(S):** The total number of winners, number of prizes, description of prizes, and approximate retail value(s) of such prizes, are as indicated on the POS. Participants are not eligible

to win more than one (1) prize per Promotion. 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. Any depictions of a prize are for illustrative purposes only. All prize details not covered by the POS or these Official Rules are at Sponsor's sole discretion.

**WEEKLY PRIZES:** Three (3) Weekly Prize Winners will be chosen from the entries properly submitted during each Weekly Entry Period (Monday 12:01AM PST- Sunday 11:59PM PST each of the four weeks during the Promotion Period) to receive \$200 credit to TheClymb.com as well as a spot in the top twelve (12) finalists to win the Grand Prize. Weekly Drawings will take place on Monday May 9<sup>th</sup>; Monday May 16<sup>th</sup>; Monday May 23<sup>rd</sup>; and Wednesday June 1<sup>st</sup> 2016. Winners will be contacted within two (2) days and have two (2) days to respond. Entries received during one Weekly Entry Period will not be carried over into any other Weekly Entry Periods, however you may enter as many times as you'd like.

**GRAND PRIZE:** During the Voting Period the public will begin voting for the best of the top twelve (12) photos (the 12 Weekly Prize Winners). Sponsor maintains the right to disqualify any entry for activity it deems as inappropriate or against the rules of the competition. The 6 (six) entries with the most votes will win the Grand Prize of an adventure getaway for two chosen from TheClymb.com worth up to \$1500 per person as well as transportation to and from chosen adventure.

All prizes will be awarded in the form of credit to the website TheClymb.com. Membership to TheClymb.com is free and required to collect prizes. TheClymb.com membership is free, memberships can be obtained by visiting TheClymb.com and following on-screen instructions.

7. **WINNER NOTIFICATION:** Approximately thirty (30) days after the end of the Promotion Period, Sponsor will notify potential winners by

**[for text promotions]:** text message

**[for social media promotions:]** posting a comment under each winning entry with the Sponsor's social media account

**[postcard entries]:** the e-mail address included on your entry form

Each potential winner must then respond to Sponsor, according to the instructions provided in the notification, within five (5) calendar days after the notification date to acknowledge and accept the prize. If the potential winner fails to respond within that five (5) calendar day period, or if the notification is undeliverable, the winner shall have forfeited the prize, and an alternative winner will be selected according to these rules. If the potential winner is ineligible, it will be deemed as if the potential winner has rejected the prize, and Sponsor will select a new winner. Again, give us correct contact info and respond when we come lookin' or the party's over for you. Prizes will be delivered within sixty (60) days after the end of the Promotion Period. All dates and times are subject to change in the event of technical issues affecting Sponsor's website, Sponsor's e-mail servers, third party websites used to administer the Promotion, the application, entry process, or selection process, in Sponsor's sole discretion.

8. CONTENT SUBMISSION: If we asked you to create and submit visual, audiovisual, and/or written content in order to enter the Promotion, all entries and all content included therein (the “Content”) become the exclusive property of Sponsor. By entering such Promotion, you: (a) grant Sponsor permission to use, in perpetuity and at our sole discretion, your name and likeness on our website and any other promotional materials, in any and all media now known or hereafter devised, without further notice or compensation to you, unless prohibited by law; (b) represent and warrant that you are the original creator of the Content and such material does not contain any elements created or owned by anyone else, or anything that violates a trademark, tradename, logo, likeness, copyright, patent, publicity, privacy or other rights of anyone else; (c) represent and warrant that the Content has not been produced or commercially exploited before; and (d) represent and warrant that the Content does not contain any defamatory, libelous, illegal or obscene material.

9. REASONS WHY YOUR ENTRY MIGHT BE AXED: (a) Your entry featured minors or any persons under the legal drinking age (except incidental and not part of the primary content.) C’mon guys, we all know you think your niece holding a beer bottle is cute, but we also know combining underage folks and beer is just a bad idea. (b) Your entry featured explicit nudity (by any person over and under the legal drinking age). Keep it in your pants...nobody needs to see that. (c) Your entry included disparaging context regarding competitive products. Of course we think we make the best beer in the world, but there are a lot of great beers that folks work really hard to bring to you. Can’t we all just get along? Any entry that fails to abide by these conditions will not be considered. These reasons are not intended to be exhaustive. Sponsor may disqualify any entry that it deems, in its sole discretion, to be offensive or obscene in any way.

10. DISCLAIMER, RELEASE AND INDEMNITY: By entering this Promotion, each participant agrees and acknowledges that neither Sponsor, Facebook, Inc., Instagram, LLC, Twitter, Inc. nor any of their respective employees, agents, representatives, contractors, service providers and professional advisers connected with this Promotion (hereinafter collectively the “Released Parties”) shall be responsible or liable for: (a) any late, lost, stolen, forged, mutilated, corrupted, incomplete, illegible or misdirected entries; (b) any errors, omissions, misinformation, or misidentification in an entry; (c) any dispute or claim arising from a participant’s participation in this Promotion or his/her entry, or his/her receipt, ownership or use of the prize; (d) any computer hardware, software, Internet, network, cable, phone, or other communication or technical errors, failures, malfunctions, interruptions, or delays; or (e) any damage to a participant’s or any other person’s computer hardware, software or data that results from participation in said Promotion or accessing, downloading or using any tools, files, data, software, or other articles or materials in connection with said Promotion. Sponsor also reserves the right to prohibit the participation of any individual if fraud or tampering is suspected, or the failure to comply with any provision of these Official Rules.

By entering this Promotion, each participant agrees, to the maximum extent permitted by applicable law, to release, discharge, indemnify, defend, and hold harmless Sponsor and the Released Parties from any and all claims, suits, causes of action, liabilities, damages, judgments, costs and expenses (including, without limitation, attorneys’ fees) arising from or as a result of (i) his/her participation in this Promotion or his/her receipt, ownership or use of any prize awarded in this Promotion, (ii) his/her breach of any of the participant representations and warranties set forth

in these Official Rules, and/or (iii) his/her breach or violation of any of the other provisions of these Official Rules.

11. **RESERVATION OF RIGHTS:** Sponsor reserves the right, to the extent permitted by applicable law, to terminate, cancel, modify or suspend this Promotion, in whole or in part, if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity of this Promotion as determined by Sponsor in its sole discretion. If this Promotion or any web site associated therewith (or any portion thereof) becomes corrupted or otherwise does not permit entry, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by participants, fraud, technical failures, or any other causes, in Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity, or proper operation of this Promotion, Sponsor reserves the right, at its sole discretion and to the extent permitted by applicable law, to disqualify any individual implicated in such action, and/or to cancel, terminate, cancel, modify or suspend this Promotion, in whole or in part. Any attempt by a participant or any other individual to deliberately damage any online service or web site or undermine the legitimate operation of this Promotion is a violation of criminal and civil laws, and should such an attempt be made Sponsor reserves the right to seek damages and/or other remedies from any such person to the maximum extent permitted by applicable law. In addition, Sponsor reserves the right to take down and remove any entry that becomes subject to a third-party claim for copyright infringement or for violation of any other right.

12. **DISPUTES:** This Promotion is governed by the laws of the United States and the laws of the State of California, without respect to conflict of law doctrines.

13. **SPONSOR:** This Promotion is sponsored by Sierra Nevada Brewing Co., 1075 East 20th Street, Chico, California 95928. See [www.sierranevada.com](http://www.sierranevada.com). This Promotion is not in any way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or Twitter.

14. **WINNER INFORMATION:** To learn the actual number of entries received and the winners selected in this Promotion, please email your request to [beer@sierranevada.com](mailto:beer@sierranevada.com) within sixty (60) after the end of the Promotion Period.

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