

ABBREVIATED RULES:

*No purchase necessary. Visit www.bnwaterkeeper.org/blueview for Official Rules and how to enter. Contest open to legal US residents of NY who are 21 years of age or older. Contest begins 07/20/20 and ends on 08/30/20. Void wherever prohibited or restricted by law. Additional terms/restrictions apply.

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OFFICIAL RULES
LABATT BUFFALO NIAGARA WATERKEEPER BLUE VIEW PHOTO CONTEST
NO PURCHASE NECESSARY TO ENTER OR WIN

ELIGIBILITY: The Labatt Buffalo Niagara Waterkeeper Blue View Photo Contest (the “Contest”) begins at approximately 12:00:01 AM Eastern Standard Time (“EST”) on 07/20/20 (“Start Date”) and ends at 11:59:59 PM EST on 08/30/20 (“End Date”) (the “Contest Period”). The Contest is open to legal US residents of New York who are 21 years of age or older. Employees of Labatt USA Operating Co, LLC (“Sponsor”), Buffalo Niagara Waterkeeper (“BNW”), Sponsor’s advertising/promotions agencies, alcoholic beverage licensees, and their respective parent, subsidiary, and affiliated companies, and the immediate family members (children, spouse, parents, siblings) and individuals of the foregoing residing in the same household, whether or not related, are not eligible to participate. By participating, entrants agree to these Official Rules and the decisions of Sponsor.

HOW TO ENTER: To enter the Contest, visit www.bnwaterkeeper.org/blueview to obtain the Blue View Challenge Map and identify the locations within the greater Western New York area that are included in the Blue View Challenge Photo Contest. Then, visit one or more of the locations identified on the Blue View Challenge Map and post a unique and original photograph of your visit on Instagram. To qualify, the post must include (i) a geotag of the location where the photograph was taken, (ii) the hashtag #LabattBlueView, and (iii) you must tag @LabattUSA and @BNWaterkeeper in the photograph or the post. See photograph criteria below. The submission of your photograph and personal information herein constitutes an entry (“Entry”). There is no requirement to purchase or consume alcohol. Sponsor does not recommend or encourage consumption of any alcoholic beverage before or during any physical activity, including, but not limited to, visiting the locations identified on the Blue View Challenge Map. Visiting any of the identified locations is to be done at your own risk. Please explore responsibly and to your own abilities. There is no limit to the number of Entries, the number of locations identified on the Blue View Challenge Map you can visit, or the number of times you can visit any given location. There is a limit to the number of times you may win a Prize. See below for limitations. As determined by Sponsor’s sole discretion, an Entry will be disqualified if the photograph contains any content that: would be considered inappropriate, obscene, hateful, or indecent, promotes bigotry, racism, hatred or harm against any individual or group, infringes upon the rights of any other person or company, violates any law, defames, misrepresents, or contains disparaging remarks about any other person or company, or contains any trademarks or other copyrighted materials owned by others. An internet connection, a non-private Instagram account, and valid Facebook account are required to enter this Contest. If you do not have a non-private Instagram account, there is no cost to create one at www.instagram.com. Please note that you must agree to comply with the Instagram Terms of Service (<http://instagram.com/legal/terms/>) and Privacy Policy (<https://help.instagram.com/155833707900388>) in order to create your Instagram account. Sponsor reserves the right in its sole discretion to disqualify any individual it suspects or finds to be using multiple email or social accounts to enter this Contest. Entries will be deemed made by the registered owner of the Instagram account and/or Facebook account indicated on the Entry. The “registered owner of the Instagram account” is defined as the natural person assigned to the account by Instagram. The use of automated entry devices of any kind is prohibited. Incomplete entries will not be accepted, acknowledged, or returned. Entries must be received by the close of the Promotion Period.

PHOTOGRAPH CRITERIA AND CONSIDERATIONS: Entries are to reflect and have relevance to the Labatt Blue and Labatt Blue Light brands. The Entries should be aesthetically pleasing, bright, adventurous, and illustrate an enjoyment of the outdoors. See below for photograph criteria.

- (i) Photograph must be an original creation that is owned by the entrant and which has not been previously sold, conveyed, or exhibited, or submitted to any other party, including any other contest. Any individuals captured in a photograph that is submitted as an Entry must be 21 years of age or older and hereby consent to Sponsor using his or her image and likeness for commercial purposes. Any Photograph submitted is subject to the terms of these Official Rules. All photographs created pursuant to this Contest will be deemed a work for hire, whether or not such design is selected as the winning entry, and all rights to the photograph and finished product shall be owned by Sponsor and the entrant shall execute any and all necessary releases and assignments to that effect.
- (ii) Photograph CANNOT contain any of the following:
 - a. Depictions of children or any individual under 21 years of age,
 - b. Flags, military crests/banners/insignia, religious symbols or themes,
 - c. References or depictions of 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);
 - d. Any imagery that promotes irresponsible consumption or overconsumption of alcohol,
 - e. Content that violates or infringes upon another’s rights, including but not limited to privacy, publicity or intellectual property rights (including, without limitation, trademark or copyright infringement), without permission,
 - f. Content that disparages Sponsor or its respective products or services,
 - g. Content that is inappropriate, indecent, obscene, profane, hateful, tortious, defamatory, slanderous, controversial or libelous,
 - h. Content that displays or promotes illegal drug use, bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual gender or age,
 - i. Content that is unlawful, in violation of or contrary to applicable laws or regulations, or
 - j. Content in which Sponsor does not wish to associate themselves with, in their sole discretion.

PRIZES AND SELECTION OF WINNERS: During the Contest Period, there will be six (6) separate entry periods (each an “Entry Period” or collectively “Entry Periods”). The Entry Periods are defined as follows:

Entry Period	Start date	Start Time	End Date	End Time	Number of Winners
1	07/20/20	12:00:01 AM	07/26/20	11:59:59 PM	3
2	07/27/20	12:00:00 AM	08/02/20	11:59:59 PM	3
3	08/03/20	12:00:00 AM	08/09/20	11:59:59 PM	3
4	08/10/20	12:00:00 AM	08/16/20	11:59:59 PM	3
5	08/17/20	12:00:00 AM	08/23/20	11:59:59 PM	3

6	08/24/20	12:00:00 AM	08/30/20	11:59:59 PM	3
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After the End Date of each Entry Period and subject to confirmation of eligibility, Sponsor, in its sole discretion, will select three (3) winners (individually a "Challenge Winner" or collectively "Challenge Winners") from all eligible Entries submitted during the applicable Entry Period to win a Challenge Prize. There will be a total of eighteen (18) Challenge Winners throughout the Promotion Period. Each Challenge Winner will receive the following challenge prize ("Challenge Prize"): one (1) Labatt Blue and Buffalo Niagara Waterkeeper branded t-shirt. Exact size and design of t-shirt to be determined solely by Sponsor. The Approximate Retail Value ("ARV") of each Challenge Prize is \$15.00. The total ARV of all Challenge Prizes is \$270.00. There is a limit of one (1) Challenge Prize per household, regardless of Entry Period.

At the end of the Promotion Period and subject to confirmation of eligibility, Sponsor will select five (5) eligible Entries from all six Entry Periods as the grand prize winners (individually "Grand Prize Winner" or collectively "Grand Prize Winners".) Each Grand Prize Winner will receive the following grand prize ("Grand Prize"): two (2) Labatt branded Adirondack style chairs. Exact style and type of chair to be determined solely by Sponsor. The ARV of each Grand Prize is \$260.00 The total ARV of all Grand Prizes is \$1,300.00. The total ARV of all Challenge Prizes and all Grand Prizes combined is \$1,570.00. There is a limit of one (1) Grand Prize per household. Challenge Winners are still eligible for the Grand Prize. All costs and expenses not specifically included as part of the Prize are the Winner's responsibility to pay. All prizes will be mailed to Winners at the address provided to Sponsor. **Alcohol is not being awarded as a part of the Prize.**

CONDITIONS: Entrants must be 21 years of age or older at the time of entry. **By entering, (1) the entrant represents that the Entry photograph is owned by the entrant and is an original creation by the entrant, (2) the entrant conveys all ownership rights, title, and interest in and to the Entry photograph to the Sponsor (even if the Entry is not selected as the winning Entry) and, through such conveyance, grants Sponsor the perpetual, unlimited, exclusive, worldwide, royalty-free and irrevocable right to use the Entry and all elements embodied therein, including any names, words, designs, and likenesses contained in the Entry, potentially on Sponsor's products and packaging, in association with any promotional activity or publicity related to the Contest or to Sponsor or its products, and in any media now known or hereafter developed, without further compensation, notification or permission;** provided, if consideration is required under New York law to support entrant's conveyance of the ownership rights conveyed to Sponsor, the entrant agrees that \$1.00 is fair and adequate consideration to be paid to the Winner by the Sponsor for such ownership rights. To be eligible, an Entry must meet all criteria as defined above. Sponsor reserves the right to require proof of permissions in a form acceptable to Sponsor. Failure to provide permissions may result in disqualification of the Entry. Entries that do not meet the criteria set forth herein will be disqualified. By entering, entrants acknowledge that Sponsor may obtain other Entries that are similar or identical in theme, format or other respects to that submitted by the entrant. Entrants acknowledge that Sponsor does not waive any rights to use similar or related ideas, themes, or concepts previously known to Sponsor, or developed by its employees, or obtained from sources other than the entrant. By entering, entrants agree that the Sponsor is not responsible for any unauthorized third-party use of Entries. Entrants specifically acknowledge that by submitting an Entry, the entrant is relinquishing all legal ownership rights to the Entry. The Prize is to be awarded as described with no substitutions. In the event the Winner does not use any portion of the Prize, there will be no reimbursement or compensation provided. If there is any difference between the ARV and the actual value of the Prize as awarded, no refund for the difference will be provided. The Winner may be required, in Sponsor's discretion, to sign and return an Affidavit or Eligibility and Liability/Publicity Release prior to receiving the Prize. All federal, state and other taxes, if applicable, are the responsibility of the Winner. Sponsor will report the value of the Prize awarded as required by law and the Winner will receive an IRS Form 1099 for prizes valued in excess of \$600.00. The Prize is not transferable, not for resale or auction, and has no cash surrender value. The Sponsor reserves the right, in the event that the Prize cannot be awarded for any reason, to substitute another prize, or component of the prize, of equal or greater value, or to award a company check in the amount of the ARV. No purchase is necessary to enter or win the Contest. A purchase will not increase chances of winning. Entrants, by participating in this Contest, hereby waive and release, and agree to hold harmless the Sponsor and its affiliated, parent, and subsidiary companies and the directors, officers, employees,

and agents of each (collectively the "Released Parties"), from and against, any claim for injuries (including death) loss, or damage, arising in whole or in part, from the acceptance, possession, use or enjoyment of the Prize, participation in the Contest, or in any Prize-related activity. By participating in the Contest, entrants agree to be bound by the Official Rules, (including the conveyance of ownership rights of the winning Entry to Sponsor), and the decisions of the Sponsor, which are final. Winner agrees that the Sponsor and its related and affiliated companies may use the Winner's name, address (city, state), photograph, likeness, and/or statements made by or attributed to the Winner relating to Sponsor or to the Contest for advertising, publicity and promotional purposes in any and all media now or hereafter known, worldwide in perpetuity, without further notice, permission and/or compensation.

LIMITATIONS OF LIABILITY: Sponsor and its affiliated companies, advertising, promotion or production agencies and all of their respective officers, directors, representatives, agents and employees are not responsible for lost, late, delayed, inaccurate, incomplete, or misdirected votes, or for electronic, network or computer failures or malfunctions, or other hardware, software or technical errors of any kind including any injury or damage to any person's electronic equipment related to, or resulting from, participation in the Contest or for other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of Entries or votes, voting, or in any Contest-related materials. Sponsor reserves the right to cancel or modify the Contest (or any portion thereof) in its discretion and at any time for any reason and to not select a winning Entry or to award a Prize. In the event a dispute arises regarding an Entry submitted electronically, the Entry will be deemed to have been made by the authorized email account holder who is defined as the natural person who was assigned the email account from which the Entry was received. The Contest is subject to all applicable federal, state and local laws. Headings are provided for convenience only. Sponsor will not acknowledge receipt of any Entry. Sponsor is not responsible or liable for any loss, damage, inconvenience, or loss of time arising out of any acts, omissions, or negligence, of any person, including, without limitation, transportation carriers and any person providing any service or accommodation in conjunction with any component of the Prize awarded in the Contest, or for delays and cancellations including, but not limited to those resulting from mechanical breakdown, closings, strikes, government action, inclement weather, or Acts of God. Information provided to participate in the Contest is subject to Sponsor's Privacy Policy which can be found at www.fifcousa.com/privacy-policy. Void wherever prohibited or restricted by law.

DISPUTE RESOLUTION: Any disputes regarding the Contest shall be governed by New York law and resolved in courts sitting in Erie County, New York. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorney fees. **BY PARTICIPATING, THE ENTRANT AGREES TO WAIVE ANY RIGHTS TO BRING A CLAIM AGAINST THE RELEASED PARTIES AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND WAIVES ANY AND ALL CLAIMS FOR PUNITIVE, INCIDENTAL, AND CONSEQUENTIAL DAMAGES.**

INSTAGRAM DISCLAIMER: Entrants should understand that they are providing their information to the Sponsor and not to Instagram. This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram.

WINNER'S LIST: For a list of all winners (name, city and state), send a written request within forty-five (45) days of the End Date to: Labatt Buffalo Niagara Waterkeeper Blue View Photo Contest Winners List, 79 Perry Street, Suite 200, Buffalo, New York, 14203.

SPONSOR: Labatt USA Operating Company, Buffalo, New York is the Sponsor of this Contest in affiliation with Buffalo Niagara Waterkeeper, Buffalo, NY. Any trademarks or trade names used are property of their respective owners.