ULTRA FANS SWEEPSTAKES 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 SWEEPSTAKES IS INTENDED FOR VIEWING IN COLLIN COUNTY, TEXAS; DALLAS COUNTY, TEXAS; DENTON COUNTY, TEXAS; FORT WORTH COUNTY, TEXAS; AND TARRANT COUNTY, TEXAS ONLY AND WILL BE GOVERNED BY UNITED STATES LAW. VOID WHERE PROHIBITED.

1. **ELIGIBILITY**:

The "ULTRA Fans Sweepstakes" ("Sweepstakes") is open to legal residents of Collin County, Texas; Dallas County, Texas; Denton County, Texas; Fort Worth County, Texas; and Tarrant County, Texas who are twenty-one (21) years of age or older at the time of Entry. Employees, contractors, directors, officers and agents of Anheuser-Busch, LLC, its affiliates and subsidiaries, advertising and promotion agencies, wholesale distributors, retail licensees, and all other service agencies involved with the Sweepstakes, the NBA Entities (as defined below) and members of their immediate family (spouse, parent, child and sibling), are not eligible to enter or win. The Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions which are final and binding in all matters related to this Sweepstakes. Winning a prize is contingent upon fulfilling all requirements as set forth herein.

2. SWEEPSTAKES PERIOD:

Sweepstakes begins at 12:00:00 a.m. Central Daylight Time ("CDT") on July 28, 2020 and ends at 11:59:59 p.m. CDT on August 2, 2020 ("Sweepstakes Period"). Administrator's computer is the official time keeping device for this Sweepstakes.

3. HOW TO ENTER:

Internet: Visit raisetheglass.com ("Website") and follow the online instructions to complete and submit the online entry form and upload a photo of yourself in your favorite Dallas Mavericks game day gear ("Entry") ("Photo"). Photo must be taken against a blank white wall. Entrants must keep their arms by their side in the Photo.

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

All Entries must be received and recorded during the Sweepstakes Period. No other forms of Entry are valid. See Appendix A 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 Appendix A) or any other commentary or material which Sponsor, in its sole discretion deems inappropriate.

4. SWEEPSTAKES DRAWING:

Six-hundred fifty (650) potential winners will be selected in a random drawing to be held on or about August 3, 2020 from among all eligible Entries received by Administrator, whose decisions are final in all matters relating to this Sweepstakes. Odds of winning depend on the number of eligible Entries received during the Sweepstakes Period.

5. **WINNER NOTIFICATION**:

All prizes will be awarded (time permitting). Potential winners will be notified by email. Potential winners may be required to complete, sign and return an affidavit of eligibility and liability and, unless prohibited by law, publicity release to Sponsor or Administrator within forty-eight (48) hours of prize acceptance. Released Parties are not responsible for suspended or discontinued Internet, wireless, or land-line phone service or a change in an entrant's email, phone number or mailing address which may result in a potential winner not receiving initial prize notification or his/her prize information.

6. PRIZE DETAILS:

Prize (650 total): Each winner will have their Photo turned into a life size cardboard cutout that will be used to fill a seat during a 2020 Dallas Mavericks basketball game. Prize will be used for marketing and advertising purposes only; winner does not receive the life size cardboard cutout. Approximate Retail Value ("ARV") is \$30.00. If winner cannot accept the prize as specified, prize will be forfeited and will be randomly awarded to an alternate winner (time permitting). Total ARV of all prizes is \$19,500.00. Any difference between stated value and actual value will not be awarded.

Limit one (1) prize per person. 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 winners 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, potential winner 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 potential winner will not bring the Sponsor or the NBA Entities (as defined below) into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Sponsor or the NBA Entities (as defined below). If requested, potential winner agrees 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 will be randomly awarded to an alternate winner (time permitting).

7. LIMITATIONS OF LIABILITY AND RELEASE:

Anheuser-Busch, LLC, Administrator, the NBA properties, Inc. the national basketball association (the "NBA"), and the NBA member teams (collectively, the "NBA Entities") (collectively the "Released Parties") are not responsible for lost, late, misdirected, unintelligible, returned or undelivered entries, telephone calls, text messages, 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 Sweepstakes 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 Website's terms of service, as solely determined by the Sponsor, will be disqualified. Released Parties are not responsible for any incorrect or inaccurate information whether caused by Website users, tampering, hacking, or by any of the programming or equipment associated with or used in this Sweepstakes, 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. Released Parties are not responsible for injury or damage to participant's or any other person's computer or property related to or resulting from Should any portion of Sweepstakes be, in the participating in this Sweepstakes. 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 Sweepstakes, or Entry of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes, and randomly select the winner from valid 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 the identity of an entrant, the authorized subscriber of the email used to enter will be deemed to be the entrant, and must comply with these rules. The authorized account subscriber is the natural person who is assigned the email by the ISP or other organization responsible for assigning the email. All materials submitted

become the property of Anheuser-Busch, LLC and will not be returned. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

Entrants agree (a) that Sponsor and its parent, subsidiary and affiliated companies, and advertising and Sweepstakes 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 Sweepstakes or in any Sweepstakes-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 Sweepstakes 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.

8. 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.

9. DISPUTE RESOLUTION:

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Sweepstakes, or any claim or dispute that has arisen or may arise between you and Sponsor, shall be governed by, and construed in accordance with, the laws of the State of Missouri without giving effect to any choice of law or conflict of law rules. The place of arbitration shall be St. Louis, Missouri.

10. PRIVACY POLICY:

See Sponsor's privacy policy located at http://www.michelobultra.com/privacy-policy.html (also a "Website") for details regarding the use of personal information collected in connection with this Sweepstakes. If you are verified as the prize winner, your first name, last initial, city and state will be included in a publicly-available winner's list.

11. SPONSOR:

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

12. <u>ADMINISTRATOR</u>:

Infinite Agency, 2001 Bryan St #3900, Dallas, TX 75201.

13. WINNER'S LIST:

For the names of the winners, hand-print your name and complete address on a 3" x 5" card and mail to: ULTRA Fans Sweepstakes Winners List Request, Infinite Agency, 2001 Bryan St #3900, Dallas, TX 75201, for receipt by October 3, 2020.

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APPENDIX A

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, reference 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 fails 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/BI-AdCode-5-2011.pdf; (f) contain or reference trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind (other than Michelob ULTRA beer), 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, photographs, 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 your 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.

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 posted on the Website, in Sponsor's sole discretion. Entries posted to the Website are not edited by Sponsor and 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.