

## SHARE A LEGEND CONTEST

### Terms and Conditions

**Please read these Terms and Conditions carefully before entering the “Share A Legend Contest” (the “Contest”). By entering the Contest, you agree that you have read and are bound by the terms and conditions set forth below as if you had signed a written contract. If you do not agree to the terms and conditions set forth below, you may not enter the Contest.**

1. **Sponsor:** The Contest is sponsored by New Holland Brewing Company, a domestic corporation located at 684 Commerce Court, Holland, MI 49424 (the “**Sponsor**”). No other entity is responsible for this Contest or the award of any prize.
2. **The Contest Period:** Entries for the contest will be accepted from October 16, 2018 at 12:01 a.m. Eastern Time (ET) until November 13, 2018 at 5:00 p.m. ET (the “**Contest Period**”). A clock chosen by Sponsor will serve as the official time-keeping device for the Contest. Entrants who submitted prior to the Contest opening date on October 16 are welcome to resubmit for a chance to be considered.
3. **Eligibility:** The Contest is open only to permanent legal residents of the United States who are at least twenty-one (21) years old as of the date they enter the Contest and who enter the Contest as described in the “Entry” section below. Every such person who enters the Contest is referred to in these Terms and Conditions as an “Entrant,” “you,” or “your.” Employees of the Sponsor or any parties affiliated with the Sponsor are not eligible to enter. All federal, state and local laws and regulations apply.
4. **Entry:** Limit one (1) entry per person. How to submit an entry for the Contest:
  - a. Option 1: Access a submission form, available at [www.dragonsmilk.com/share-now](http://www.dragonsmilk.com/share-now), and fill out the entire form, including your full story in written form. If you choose to include a photo or video, check the box at the bottom of the entry form and submit separately.
  - b. Option 2: Submit a story on Instagram, Twitter, YouTube, Facebook, or Tumblr via the hashtag #ShareALegend.

For either option, you are not required to submit a photo or video along with the written story submission. Any quality of video is sufficient for entry. Any photo quality or layout is sufficient for entry, but high resolution is preferred.

Once a written or audio/visual post has been uploaded or hashtagged on one of these platforms, an individual will be considered as entered into the Contest. An Entrant does not need to fill out the submission form available at [www.dragonsmilk.com/share-now](http://www.dragonsmilk.com/share-now) in addition to the social-media entry to enter the Contest; submission via social media with the hashtag is sufficient to enter the Contest.

All entries must be stories told from the personal knowledge of the Entrant, as determined at the Sponsor's sole discretion. By entering this Contest, you are giving Sponsor: (1) the right to post your Entry, including your photo or video and username, on the Contest website, other Sponsor owned or controlled digital and social platforms, and/or other public websites (collectively, "Contest Websites"), and (2), you are assigning all ownership rights and usage rights to your photo or video to Sponsor. All photos or videos must meet all requirements set forth in these Terms and Conditions.

To be eligible for the Contest, you must have registered with the Contest during the Contest Period. Any attempted form of entry into this Contest other than as described herein and at [www.dragonsmilk.com/share-a-legend](http://www.dragonsmilk.com/share-a-legend) is void. Any Entrant who maintains more than one entry by any method will be disqualified. Any entries that do not follow the requirements provided in these Terms and Conditions may, at the sole discretion of the Sponsor, be considered void and will be destroyed. These Terms and Conditions are binding on each Entrant. The effective date of any entry shall be the date on which the Entrant submits the story via the online submission form or the hashtag #ShareALegend.

5. **Photo and Video Requirements and Restrictions:** Any submitted videos must not include any music protected by the intellectual property rights of another. Regardless of how many persons are depicted in a photo or video, the Entrant will be considered only the person who duly enters the contest as described above. Entrants should not provide any personally identifying information other than as required to enter. If an Entrant provides any other personal information, they are releasing the Sponsor and Contest Websites from any and all liability associated with public disclosure of such information in the video or on the photo. Any person who appears in the photo or video must be at least twenty-one (21) years old as of time of entry.

The video submitted must: be in English; be the work solely of, and totally original to the entrant; be a minimum of fifteen (15) seconds and a maximum of seven (7) minutes in length.

By submitting an image or video, you are representing to and assuring the Sponsor that your image or video does NOT contain any of the following:

- Obscene, libelous, defamatory, harassing, hateful, threatening, or offensive content;
- Content that would violate the privacy of another person;
- Pornographic or sexually explicit material;
- Content that violates the rights of others, including their trademarks, copyrights, name and image rights, privacy rights or other rights (all of which include, for example, the names and logos of companies, businesses and college and professional sports teams, celebrity names and images, movie and TV titles, characters, screen shots, and other similar things);
- Content that encourages any activity or representation that is illegal, criminal, false, or

- fraudulent, or any content that depicts or illustrates those activities or representations; or
- Content that you do not have the right to use in this manner, such as photographs taken or artwork made by others that you do not have express permission from them to use.

6. **Selection of Finalists and Grand-Prize Winner:** On or about November 16, 2018, Sponsor will, at its sole discretion, choose five (5) semi-finalists via the online submission form and the hashtag #ShareALegend, Sponsor will judge the entries based on the following judging criteria: Overall creativity (50%); written and/or spoken delivery (50%), as applied and decided at the Sponsor's sole discretion.

Then, from November 18-28, 2018, the Sponsor will utilize a voting mechanism, administered at the Sponsor's sole discretion, through the Woobox social-media platform to facilitate a public vote to determine one (1) Grand-Prize winner, which will be announced on or about November 30, 2018.

7. **Prizes:** Winners will be chosen through the method described in Section 5 above and are as follows:
- a. One (1) Grand-Prize winner will receive a cash prize in the amount of Five Thousand Dollars (\$5,000) and will have his or her story shared on New Holland Brewing and Dragon's Milk social-media channels. The Grand-Prize winner will also have his or her story illustrated into a short video that will be shared across the Sponsor's social-media channels. Additionally, the Sponsor will donate Five Thousand Dollars (\$5,000) to a charity of the Grand-Prize Winner's choice, limited to the following charities:
    - Warrior: <https://www.fisherhouse.org/>
    - Smith: <http://mikerowe.com/tag/mikeroweworks-foundation/>
    - Performer: <https://www.gildasclubgr.org/>
    - Alchemist: <https://www.womenwhocode.com/>
    - Huntress: <https://www.ducks.org/>
    - Poet: <https://dggf.org/>
    - Other: <https://www.samaritas.org/>
  - b. The four (4) other semi-finalists will receive an assortment of swag items from the Sponsor with an Approximate Retail Value ("ARV") of Ninety Dollars (\$90) for a total Three Hundred Sixty Dollars (\$360).

The total ARV of all prizes is Twelve Thousand Seven Hundred Sixty Dollars (\$12,760).

8. **General Prize Conditions:** Prizes cannot be exchanged, redeemed for cash, transferred, or combined with any other offer. All entries become the property of the Sponsor. The Sponsor grants to the Grand-Prize Winner a revocable, limited license in the Grand-Prize winner's story and in the illustration, described in Section 6, for non-commercial purposes. The Grand-Prize winner shall not sell, license, or otherwise transfer for profit the illustration to a third party. If the Grand-Prize winner so sells, licenses, or otherwise transfers the illustration, the Sponsor reserves the right to

immediately revoke the Grand- Prize winner's license to the illustration. Additional compensation will not be provided if the actual value of any prize received is less than the stated ARV. All expenses not specifically mentioned herein, including, but not limited to, any license fees, travel, lodging, costs of participating, and all other incidental costs, as applicable, are the sole responsibility of each Entrant. No substitution, transfer or cash equivalent for a prize (or prize component) will be offered, except that Sponsor, at its sole discretion, may substitute a prize (or prize component) of equal or greater value for any reason. Any depictions of a prize or prize elements are for illustrative purposes only. All prize details are decided at the sole discretion and decision of the Sponsor. In the event that a component of any prize is not available for any reason beyond Sponsor's control, then remaining elements of the prize shall constitute full satisfaction of Sponsor's prize obligation to winner and no additional compensation will be awarded, except at Sponsor's sole discretion. Each winner will be solely responsible for all taxes on any prize won. Non-winning entries will not be retained for any subsequent Contest, sweepstakes, or giveaways. Each potential finalist will be notified by email or in-person. When a potential finalist is contacted, he or she will have forty-eight (48) hours to accept the qualification as a finalist, or his or her Entry may be disqualified and/or his or her prize forfeited, and an alternate potential finalist may be selected from among all remaining eligible entries. If an Entrant changes his or her email address after he or she registers, it is his or her sole responsibility to update the Sponsor. Failure to update registration information may affect a potential winner's ability to receive a prize. If a winner for any prize cannot be confirmed by December 31, 2018, then the Sponsor may choose not to award that prize.

9. **General Release:** By entering the Contest, you release Sponsor, its respective parent companies, subsidiaries, affiliates, directors, officers, employees, and agencies (collectively, the "**Released Parties**") from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Contest, your participation in the Contest, or delivery, mis-delivery, acceptance, possession, use or misuse of or inability to use any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), hardware, software or telephone failures of any kind, cost or unavailable network connections, fraud, incomplete, garbled or delayed computer transmissions, whether caused by Sponsor, users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of submissions which may damage a user's system or limit an Entrant's ability to participate in the Contest, whether under a theory of contract, tort (including negligence), warranty or other theory.
10. **Disclaimers:** Released Parties are not responsible or liable for entries that are entered by other than human means (such as by an automated computer program or any non-human mechanism, entity, or device), in excess of the stated limit, or for entries that are illegible, late, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, incomplete, or otherwise not in compliance with these Terms and Conditions, and all such entries will be disqualified. By registering for and entering the Contest, you agree and acknowledge to be bound by these Terms and

Conditions, as well as the decisions of Sponsor which are final and binding in all respects with regard to the Contest, and to waive any rights to claim ambiguity with these Terms and Conditions. Each Entrant further agrees to indemnify and hold harmless the Released Parties from any and all liability resulting or arising from Contest and to release all rights to bring any claim, action or proceeding against Released Parties, and hereby acknowledge that said Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a prize, including express warranties provided exclusively by a prize supplier that may be sent along with a prize.

11. **Collection of Information:** Respecting your privacy is a priority for the Sponsor. The information you provide to us upon successfully entering into the Contest is processed in our computer system in the United States. Sponsor will be collecting personal data in accordance with its Privacy Policy. By entering and participating in the Contest, Entrants consent to receive information sent to you by the Sponsor. However, you will be given the opportunity to opt out of emails from the Sponsor. Please review the Sponsor's Privacy Policy.

12. **Limitations of Liability; Disclaimer of Warranties:** IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR PARTICIPATION IN THE CONTEST OR ACCESS TO OR USE OF THE PRIZE. IN NO EVENT SHALL THE RELEASED PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE PRIZE VALUE. WITHOUT LIMITING THE FOREGOING, THE CONTEST AND ALL PRIZES 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 OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS. Notwithstanding the foregoing, in the event that the preceding release is determined by a court of competent jurisdiction to be invalid or void for any reason, each Entrant agrees (except where prohibited) that, by entering the Contest, (a) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, or the prize awarded, shall be resolved individually without resort to any form of class action; (b) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorney's fees; and (c) under no circumstances will any Entrant be permitted to obtain any award for, and each Entrant hereby waives all rights to claim, any punitive, incidental or consequential damages, and any and all rights to have damages multiplied or otherwise increased, and any other damages other than damages for actual out-of-pocket expenses, if any.

13. **Force Majeure:** Without limiting any other provision in these Terms and Conditions, the Released

Parties are not responsible for or liable to any Entrant or winner, or any person claiming through such Entrant or winner, for failure to supply the Prize or any part thereof due to any Contest activity or being affected, as determined by Sponsor in its sole discretion, by reason of, without limitation, (a) any acts of God; (b) any law, rule, action, regulation, order or request by any local, state or federal governmental or quasi- governmental entity or authority (whether or not the law, rule, action, regulation, order or request proves to be invalid); or (c) any other cause beyond the reasonable control of the Released Parties, whether or not specifically mentioned above.

14. **Your Entry:** By entering the Contest, Entrant agrees to indemnify, defend and hold harmless Sponsor, its respective subsidiaries, affiliates, directors, officers, employees, attorneys, agents and representatives, from any and all third party liability for any injuries, loss, claim, action, demand or damage of any kind arising from or in connection with Entrant's entry. Entrant further represents and warrants that her or she owns all rights in any and all content submitted in his or her entry and will indemnify and hold harmless the Sponsor against any and all copyright infringement claims arising from or related to his or her entry.
15. **Use of Winner's Name, Likeness, etc.:** Except where prohibited by law, entry into the Contest constitutes permission to use any winner's name, email address, likeness and/or prize information, without limitation, for promotional purposes without further permission or compensation. As a condition of being awarded any prize, except where prohibited by law, winners and, if applicable, their guests may be required to execute a consent to the use of their name, address, likeness and/or prize information, without limitation, for promotional purposes without further permission or compensation.
16. **Affidavit & Release:** As a condition of being awarded any prize, winners and, if applicable, their guests may be required to execute and deliver to Sponsor a signed affidavit of eligibility and acceptance of these Terms and Conditions and release of liability. For any prize to be awarded, all required documents must be duly signed and submitted to Sponsor on or before February 1, 2019. If a winner does not duly sign and submit all required documents on or before February 1, 2019, that winner forfeits the prize in full and immediately releases any and all claims against Sponsor for delivery of the prize.
17. **Instagram, Twitter, Youtube, Facebook, or Tumblr:** The Contest is in no way sponsored, endorsed or administered by, or associated with Instagram, Twitter, Youtube, Facebook, or Tumblr or any entity other than Sponsor. By entering, Entrant confirms that he or she is at least twenty-one (21) years of age and releases Instagram, Twitter, Youtube, Facebook, Vimeo or Tumblr of any responsibility arising from or in connection with the Contest and agrees to Instagram, Twitter, Youtube, Facebook, or Tumblr's terms of use.
18. **Miscellaneous:** The Contest and these Terms and Conditions will be governed, construed and interpreted under the laws of the State of Michigan. Sponsor reserves the right to change these Terms and Conditions at any time, in its sole discretion, and to suspend or cancel the Contest or any Entrant's participation in the Contest should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security or proper play of the

Contest or Sponsor otherwise becomes incapable of running the Contest as planned, as determined in its sole discretion. Sponsor reserves the right to disqualify persons whose eligibility is in question or who Sponsor, in its sole discretion, otherwise deems ineligible to enter the Contest. If you have any questions about these Terms and Conditions or the Contest, please write to “The New Holland Brewing Company, c/o Share A Legend Contest” at 684 Commerce Court Holland, Michigan 49424 indicating the same.

19. **Copyright Notice:** The Contest and all accompanying materials are copyrighted © 2018 by The New Holland Brewing Company. All rights reserved.