

## **WACHUSETT BREWING CO. FAN CAN CONTEST RULES**

These are the Official Rules that govern the Wachusett Brewing Co. Fan Can Design Contest (“Contest”). By participating in the Contest, you agree that you have read, accept the terms of, and are unconditionally bound by these Official Rules.

### **Eligibility**

Entrants must be 21 years of age or over to participate. No purchase necessary to enter or win. Entrants can obtain a free FAN CAN DESIGN CONTEST activity sheet on the [www.wachusettbrew.com](http://www.wachusettbrew.com) website. Employees, officers, directors, agents (or immediate family members thereof) of: Wachusett Brewing its affiliates, companies, vendors, distributors, wholesalers, and retailers are not eligible. By entering, entrants represent that they do not fall into any of these categories and agree to further certify such if required. All federal, state, local and municipal laws and regulations apply to this Contest. This Contest is void where prohibited by law. Contest is only open to legal residents of the United States.

### **How to Enter**

Entrants enter the Contest by using a white can as the canvas to create their own WACHUSETT BREWING CO. FAN CAN art and submitting a digital photo of their decorated fan can or the WACHUSETT BREWING CO. FAN CAN activity sheet (“Entry”). Entries can be submitted in one of three ways:

- (1) by posting the photo on Instagram or Facebook using the hashtag #WBCfancancontest and tagging @wachusettbrew.
- (2) Submitting completed template document to [socialmedia@wachusettbrew.com](mailto:socialmedia@wachusettbrew.com).
- (3) Submitting submission to <https://woobox.com/cbwgho>

Entries will be judged based on creativity, quality, originality and responsiveness to the theme of the art contest. By submitting an Entry, Entrants are agreeing that they have read, accept, and will be bound by these Official Rules. Entries will be accepted from 12:01am EST on July 13, 2022 to 11:59 pm EST on August 31, 2022 (“Submission Period”). WACHUSETT BREWING CO. retains sole discretion to determine valid Entries and reserves the right to disqualify any Entry without notice, for any reason. Multiple Entries are permitted subject to the sole discretion of WACHUSETT BREWING CO. Standard messaging or data rates may apply.

### **How to Win**

Valid Entries will be entered for a Grand Prize, First Prize and Runner Up Prize.

#### *Grand Prize*

One Grand Prize winner (“Grand Prize Winner”) will be chosen by a panel of five judges during the Submission Period from the overall pool of existing Entries. The Grand Prize Winner will be chosen based on the quality of the Entry, based on factors such as creativity, enthusiasm,

“Wachusett Brewness”, and expression of the WACHUSETT BREWING CO. brand, in the sole discretion of WACHUSETT BREWING CO. The Grand Prize Winner will be determined after the close of the Submission Period and will be notified via direct message on Facebook, Instagram, and/or email on or before 5:00pm on September 15, 2022. It is each Entrant’s responsibility to check those respective modes of communication. The Grand Prize Winner will have 72 hours to respond to the message to claim the prize. The Grand Prize Winner may be required to verify that he or she is eligible to win, including but not limited to signing and returning an affidavit of eligibility and/or a waiver. Failure to timely respond to the prize notification, or failure to timely provide a requested affidavit of eligibility or waiver, will result in forfeiture of the prize and an alternate Grand Prize Winner will be selected. The same process will apply to any alternates. The Grand Prize winner will win: Winner's design and signature on the limited release can and \$100 GC to the Wachusett Brew Yard.

### *Second Place & Third Place Winners*

One second place prize winner, and one third place prize winner will be chosen during the Submission Period from the overall pool of existing Entries. The two Winners will be chosen based on the quality of the Entry, based on factors such as creativity, enthusiasm, “Wachusett Brewness”, and expression of the WACHUSETT BREWING CO. brand, in the sole discretion of WACHUSETT BREWING CO.

The two Winners will be determined after the close of the Submission Period and will be notified via direct message on Facebook, Instagram, and/or email on or before 5:00pm on September 15, 2022. It is each Entrant’s responsibility to check those respective modes of communication. The two Winners will have 72 hours to respond to the message to claim the prize. The two Winners may be required to verify that he or she is eligible to win, including but not limited to signing and returning an affidavit of eligibility and/or a waiver. Failure to timely respond to the prize notification, or failure to timely provide a requested affidavit of eligibility or waiver, will result in forfeiture of the prize and an alternate Grand Prize Winner will be selected. The same process will apply to any alternates.

- Second Place: WBC Sweatshirt and \$50 gift card to the Wachusett Brew Yard.
- Third Place: \$25 gift card to the Wachusett Brew Yard.

### **Rules for Contents of Entry**

Entries cannot contain any material that violates any privacy or intellectual property rights, or any other rights, of any other person or entity. Entries must be created solely by Entrant, and Entrant must have all legal rights to the Entry. If Entries depict individuals, Entrant must have permission to use any such individual’s name and/or likeness in the Entry and be able to provide proof of that permission upon request. Entries cannot depict any brand names or trademarks other than Wachusett Brewing Co. Entries cannot depict any minors. Entries cannot depict or be the result of any illegal behavior, including but not limited to: public consumption of alcohol, violation of open container laws, trespassing, driving under the influence, or any

other violation of any laws or regulations applicable where the Entry is created. Entries cannot be obscene, discriminatory, defamatory, or otherwise inappropriate, in the sole discretion of Wachusett Brewing. Entries cannot depict minors. It is within the sole discretion of WACHUSETT BREWING CO. to decide whether any particular photograph violates any of these requirements. WACHUSETT BREWING CO. reserves the right to reject any photos that it, in its sole discretion, WACHUSETT BREWING CO. deems inappropriate.

### **Intellectual Property**

By submitting an Entry, Entrants provide Wachusett Brewing Co. with an irrevocable, perpetual, royalty-free license to use, reproduce, modify, publish, create derivative works from, or display any Entry, whole or in part, worldwide, or to incorporate it into any other works, for any purpose, including for promotional purposes. Entrant agrees to sign any documentation requested by Wachusett Brewing Co. to document such rights.

By accepting said prizes listed above, the respective winners irrevocably grant, transfer, convey and assign to Wachusett Brewing Co. the entirety of winner's rights in any Entry, including but not limited to any copyrights or trademarks or renewals or extensions thereof, or related common-law rights, and the right to secure any copyrights or trademarks therefrom in perpetuity. Winners respectively further grant WACHUSETT BREWING CO. the right to use the Entry for any and all purposes in any media whatsoever, whether now known or later developed, on a worldwide basis, in perpetuity. Winners acknowledge that it is within Wachusett Brewing Co.'s sole discretion as to whether or not to use an Entry, and that WACHUSETT BREWING CO. is not obligated to do so.

The respective winner also grants to WACHUSETT BREWING CO. an irrevocable and permanent license to print, publish, broadcast or otherwise utilize, on any medium at any time, winner's full name, voice likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification.

### **Release of Liability**

By entering the Contest, Entrants release, discharge, indemnify and hold harmless Wachusett Brewing Company, its respective directors, officers, employees, shareholders and agents from any and all liability, loss, damage or injuries of any kind sustained in connection with participation in the Contest or from the Contest prizes, including but not limited to any actions based on publicity rights, defamation, or invasion of privacy. Entrants further acknowledge that said parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee express or implied, relating to the Contest prizes.

### **Right to Cancel or Modify**

Wachusett Brewing Co. retains the right to change the rules or end the Contest at any time without notice. Wachusett Brewing Co. reserves the right to disqualify Entrants without notice, for any reason. WACHUSETT BREWING CO. reserves the right to cancel or modify the Contest if fraud, hacking, or any other technical issues undermine the integrity of the Contest, as determined by WACHUSETT BREWING CO. In the event the Contest is compromised, WACHUSETT BREWING CO. reserves the right to select winners from valid Entries received prior to the issue or take any other action in any manner WACHUSETT BREWING CO. deems appropriate.

### **Sponsor**

This Contest is sponsored by Wachusett Brewing Company, 175 State Road East, Westminster, MA. To obtain a list of winners, email a request to [socialmedia@wachusettbrew.com](mailto:socialmedia@wachusettbrew.com)