



TASTEMAKERS COLORADO EXPERIENCE CONTEST

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.

These Official Rules apply to the Contest conducted at CERIA Brewing Company's website at <https://ceriabrewing.com/Tastemakers> (the "Sponsor's Website"). The Contest will be announced via posts on the Sponsor's Website as well as various social media platforms including, but not limited to, Instagram, Twitter and Facebook (each social media platform a "Social Platform" and collectively a "Social Platform") (each a "Contest Posting"). A Contest Posting will include how to get information about the Contest, the prizes and their value, and where to see these Official Rules and other important information about the Contest. All information contained in a Contest Posting, or any linked or referenced information, is incorporated herein by reference.

1. **ELIGIBILITY.** OPEN ONLY TO LEGAL RESIDENTS OF COLORADO WHO ARE AT LEAST TWENTY-ONE (21) YEARS OF AGE. VOID WHERE PROHIBITED. The following individuals are not eligible to enter or win a prize in the Contest: employees, contractors, directors, and officers of Ceria, Inc. d/b/a Ceria Brewing Company ("Sponsor"), or their immediate family members (spouse, parent, child, sibling, grandparent, and spouse or "step" of each) and those living in the same household of each person. Any entrants who are selected to win a prize as set forth below are not eligible to win another prize during this Contest. By participating, entrants agree to be bound by these Official Rules and the decisions of Sponsor, which are binding and final on matters relating to the Contest. The Contest is subject to all applicable federal, state, and local laws.
2. **TO ENTER.**
ALL ENTRIES MUST BE RECEIVED BY SPONSOR NO LATER THAN

SEPTEMBER 30, 2019 TO BE ELIGIBLE.

To enter, go to the area of the Sponsor's Website where the Contest is announced, click on "Enter to Win," complete the entry form that pops up including identifying which prize you are entering to win, and click the SUBMIT button.

All entries must be received by September 30th, 2019 to be eligible. You may submit one entry for each prize (e.g. a total of five entries - one for each prize). However, you are not eligible to win more than one prize. Entries generated by script, macro or other automated means or by any means which subvert the entry process are void. Sponsor is not responsible for entries made but not received and/or accepted, and such entries are void. All entries become the property of Sponsor and will not be acknowledged or returned.

3. THE TASTEMAKERS COLORADO EXPERIENCE CONTEST PRIZES:

Five of Colorado's creative pioneers - Keith Villa, legendary brewmaster, Hosea Rosenberg, Top Chef winner and owner of Blackberry and Santo restaurants, Ru Johnson, hip hop executive producer, creator of the Test Kitchen and founder of Roux Black, Lance Talon, acclaimed tattoo artist and founder of Bolder Ink, and Ulyana Horodyskyj, mountaineer, scientist and founder of Science in the Wild - are involved in curating unique "Colorado Experiences" as prizes for the contest. All prizes must be redeemed by the potential winner either on the date specified for a particular prize or no later than December 31, 2019 unless Sponsor agrees, in its discretion, to a later date. As used in these Official Rules, the term "Friends" means individuals chosen by a potential winner who meet the above eligibility requirements and who agree to the Official Rules.

- a. The potential winner and up to two (2) Friends will receive general admission tickets to the Lizzo concert at the Fillmore Auditorium on October 15th, 2019. Estimated value: \$500
- b. The potential winner and up to three (3) Friends will receive a four course Chef's dinner including beverage pairings, up to a maximum total value of \$500, at Hosea Rosenberg's Blackbelly Restaurant located at 1606 Conestoga St., Boulder, CO 80301 on the date chosen by the potential winner subject to availability at the restaurant.
- c. The potential winner or a Friend will receive a custom tattoo (four hour maximum) from Lance Talon at Bolder Ink Shop, Boulder, Colorado on the date

chosen by the potential winner subject to Lance Talon's availability. Estimated value \$500.

- d. The potential winner and up to three (3) Friends will receive a guided day hike with Ulyana Horodyskyj or a professional guide to one of Colorado's 14ers such as Grays Peak or Torreys Peak. Hike selection will be determined by Sponsor based on the potential winner's and his/her Friends' hiking experience, weather conditions, the potential winner's preferred date for the hike, and the availability of a professional guide or Ulyana Horodyskyj. Estimated value \$500.
 - e. The potential winner and up to three (3) Friends will receive a personal three to four hour craft beer brewing experience from legendary brewer Keith Villa revealing the magic that goes into making one of a kind craft beer. The session will include conversations and hands on experience working with formulations/ recipes, ingredients, different brewing techniques, tastings, and include a meal at CERIA Brewing Company in Arvada, CO. Plus the potential winner and his/her Friends will receive a custom brew that they helped create during the session. The date of the experience will be coordinated with the potential winner based upon Keith Villa's availability. Estimated value \$500.
4. **DRAWING.** Potential winners will be selected by Sponsor in random drawings for each prize. Drawings for all prizes will be held at 12 p.m. (noon) MDT on October 1st, 2019 from all eligible entries received. Odds of winning any prize depend on the number of eligible entries received for the Contest. The potential winner of each prize will be notified at the email address provided in the entry form after the drawings are completed. Potential winners will have three (3) days to respond via email to Sponsor after receiving the initial notification. The potential winners of all the prizes will be publicly announced on Sponsor's Website on October 8th, 2019. If Sponsor, in its discretion, requests a potential winner and/or that person's Friends to sign and return a liability or other release or waiver, the requested persons must sign and return such documents prior to the earlier date of the date specified for the prize or within five (5) days of the date Sponsor sends them. If such documents are not returned within the specified period, a prize notification is returned as undeliverable, a potential winner does not respond to the initial notification within the time period specified or responds that he/she does not wish to receive the prize, or a potential winner and his/her Friends are not in compliance with these rules, the prize will be forfeited and, at Sponsor's discretion, an alternate winner of that prize may be selected. Sponsor is not responsible for any kind of technical or other similar errors in the drawing process, and reserves the right to cancel all or part of the Contest and/or to declare a potential winner ineligible in such a situation. Sponsor has the exclusive power

to interpret these Official Rules.

5. **MORE ABOUT THE PRIZES.** Prizes are awarded “as is” with no warranty or guarantee, either express or implied. Prizes may not be substituted, assigned or transferred or redeemed for cash, however Sponsor reserves the right, at its sole discretion, to substitute a prize (or portion thereof) with one of comparable or greater value. Winners are responsible for all applicable federal, state, and local taxes (including income and withholding taxes), if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. All prize details are at Sponsor’s sole discretion.

6. **PUBLICITY GRANT.** Each winner and his/her Friends, by acceptance of a prize, except where legally prohibited, grants permission for Sponsor and its designees to use his/her name, Social Media profile, other likeness and prize information for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval.

7. **GENERAL CONDITIONS/LIMITATIONS OF LIABILITY AND RELEASE.**
INTERNET CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR SOCIAL PLATFORM OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING CRIMINAL PROSECUTION. Released Parties (as defined below) are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered or garbled entries or email; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, Social Platform, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or 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 a Contest, the processing of entries, the announcement of the prizes or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not

responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in the Contest or downloading materials from or use of Sponsor's Website, any other web site or Social Platform. Persons who tamper with or abuse any aspect of the Contest, Sponsor's Website or Social Platform or who are in violation of these Official Rules, suspend, modify or terminate the Contest at any time and for any reason, including, but not limited to, should any portion of a Contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, nonauthorized human intervention or other causes which, in the sole opinion of Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, and, if terminated, at its discretion, select the potential winner(s) from all eligible, non-suspect entries received for that Contest prior to action taken or as otherwise deemed fair and appropriate by Sponsor. Entrants, by participating, agree that Sponsor and any Social Platform used for a Contest Posting, and their respective parents, affiliates, subsidiaries and advertising and promotion agencies and all of their respective officers, directors, employees, representatives and agents (collectively, "Released Parties") will have no liability whatsoever for, and shall be held harmless by entrants against, any liability, for any injuries, losses or damages of any kind, including injury or death, to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in the Contest.

8. **BINDING ARBITRATION.** These Official Rules, the Contest and any cause of action arising from the Contest shall be governed by and construed in accordance with the laws of the State of Colorado (exclusive of its choice of law provisions). Any controversy or claim arising out of or relating to these Official Rules or the Contest shall be settled by final and binding arbitration in accordance with the rules of and shall be administered by the American Arbitration Association before a single arbitrator, with the proceedings to be held in Denver Colorado, and, in the case of any appeal permitted under those rules, exclusive jurisdiction expenses in such arbitration. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S AND EACH FRIEND OF THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THE CONTEST OR AGREE TO BE AN ENTRANT'S FRIEND IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

BY PARTICIPATING IN THE CONTEST AND/OR ACCEPTING A PRIZE, EACH ENTRANT AND EACH FRIEND OF AN ENTRANT AGREES THAT TO THE

EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT OR FRIEND BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S AND ENTRANT'S FRIEND'S REMEDIES ARE LIMITED TO CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT AND EACH FRIEND IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT AND FRIEND.

9. **PRIVACY POLICY.** Information submitted in connection with a Contest is governed by Sponsor's Privacy Policy. <https://ceriabrewing.com/privacy-policy>

10. **SPONSOR.** CERIA, Inc. d/b/a CERIA Brewing Company, Arvada, CO 80005, United States.

Email Address: hello@ceriabrewing.com

This Contest is not sponsored, endorsed or administered by any Social Platform.

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