

**2025 Lagunitas Party Legend Contest
Official Rules**

- **VOID WHERE PROHIBITED BY LAW.**
- **ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**
- **THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM.**
- **NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE CHANCES OF WINNING.**

BY ENTERING (OR OTHERWISE PARTICIPATING IN) THE CONTEST, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE CONTEST PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. **ELIGIBILITY:** The 2025 Lagunitas Party Legend Contest (“Contest”) is open only to legal residents of the fifty (50) United States and the District of Columbia, who are twenty-one (21) years of age or older as of the date of entry, and have a valid U.S. driver’s license or government-issued photo ID. Employees, officers and directors of The Lagunitas Brewing Company (“Sponsor”), George P. Johnson Company d/b/a G7 Entertainment Marketing, Realtime Media LLC (“Administrator”) and their respective parent companies, affiliates, subsidiaries, distributors, retailers, advertising, contest, fulfillment and marketing agencies (collectively, the “Contest Parties”), their immediate family members and those living in the same household as such individuals (whether legally related or not), are not eligible to participate in the Contest or win the prize. For purposes of this Contest, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and their respective spouses, and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. Employees, agents, directors, members, shareholders, and officers of alcohol beverage retailers distributors, wholesalers and manufacturers and their immediate family members and all other individuals/entities associated with this Sweepstakes are not eligible to enter or win. All federal, state, and local laws and regulations apply. By participating in the Contest, you unconditionally accept and agree to comply with and abide by these “Official Rules” and the decisions of Sponsor, including the interpretation of these Official Rules, administration of the Contest, selection of the winner, and Sponsor’s exercise of discretion, which will be final, non-appealable, and binding in all respects.
2. **TIMING:** The Contest entry period begins at or about 12:01 a.m. Pacific Time (“PT”) on July 24, 2025 and ends at 11:59:59 p.m. PT on August 7, 2025 (the “Entry Period”). A “Judging Period” will begin on August 8, 2025 and end on or about August 13, 2025. The Entry Period and Judging Period are collectively referred to as the “Contest Period.” The designated computer clock of the Administrator is the official time-keeping device in the Contest. Contest is subject to all applicable federal, state and local laws and regulations. Void outside the fifty (50) United States and the District of Columbia, and wherever prohibited or restricted by law.
3. **HOW TO PARTICIPATE:** To enter the Contest, you must first create a photo or video of yourself that illustrates why you should be crowned the “Lagunitas Party Legend” (your “Content”). No one under the age of 21 may appear in your Content, and you must have permission from any other individual included in the Content. Your Content must comply with all the Entry Requirements set forth below to be eligible. Photos may be in one of the following formats and should not exceed 10MB: JPG, PNG, or GIF. Videos may be in one of the following formats and should not exceed 300 MB or 30 seconds: MGP, MP4, MOV, MWV, or AVI. If a video, in addition, your video must include a statement at the beginning that it is being submitted as an entry in a Contest.

There are two (2) ways to submit your Content for entry into the Contest:

- **Online Registration and Content Upload Method of Entry:** During the Entry Period, visit Lagunitaspartylegend.com ("Website") and complete and submit an official entry form, including the required fields for your full name, email address, state of residence and date of birth. Then, follow the links and instructions to upload your Content, with a caption in English, up to 500 characters (collectively, your "Entry"). Once you have done so, you will be included in the Contest, subject to the limit below.
- **Instagram Post Method of Entry:** To participate and enter this Contest via the Instagram mobile application, you will need a mobile device (e.g., mobile phone or tablet) that can access the Internet and uses either the Apple or Android platform. Additionally, you will need to either visit Instagram.com or download the Instagram application from the mobile device's app store and sign up for an Instagram account ("Instagram Account") if you do not already have one. Creating an Instagram Account is free. By submitting your information and creating an Instagram Account, you will be required to agree to the Instagram terms of service and privacy policy. If you do not agree to Instagram's terms of service and privacy notice, you cannot create an Instagram Account or participate in this Contest via this method. Once logged in to your Instagram Account, become a follower of the [@lagunitasbeer](https://www.instagram.com/lagunitasbeer) account ("Sponsor Instagram Account"). You must still be following the Sponsor Instagram Account at the time of winner notification to be eligible. To enter, during the Entry Period, create a post on Instagram with your Entry (your combined Content and caption in English, up to 500 characters). When you post your Entry from your Instagram Account, you must include the unique hashtag [#PartyLegendContest](https://www.instagram.com/explore/tags/PartyLegendContest) ("Hashtag") and @ mention the Sponsor Instagram Account as part of your post. Sponsor may not see or receive Entries that fail to strictly follow the posting instructions set forth in these Official Rules and Sponsor is not responsible for failure to see or receive an Entry. NOTE: Sponsor may not receive Entries from Instagram users with "protected" updates (i.e., user has set their Instagram Account so that only people the user has approved can view their updates) due to the way Instagram operates its service. **Be sure your Instagram Account is set to public.** Posts not seen or received by Sponsor will not be considered in the Contest. By including the Hashtag in your post and mentioning the Sponsor Instagram Account, you are confirming your acceptance of and agreement to these Official Rules. If you take all of the steps above, you will be included in the Contest, subject to the limit below.

The Contest Parties are not responsible for technical difficulties of any kind, or for false, incorrect, changed, incomplete or illegible contact information.

LIMIT: One (1) Entry per person, regardless of method of entry. Attempts made by the same individual to earn more one (1) entry by using multiple or false contact information, accounts or otherwise may result in disqualification. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Entries that are in excess of the stated limit(s), incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Contest at Sponsor's sole and absolute discretion. Those who do not follow all instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified. Entries submitted by those who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. All materials submitted become the physical property of Sponsor and will not be returned. In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the registered account holder of the email address associated with the entry for the domain associated with the submitted address, provided that person is eligible. Any potential winner may be required to show proof of being the registered account holder. Registered account holder is defined as the person assigned to an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses. In the event that a dispute regarding the identity of the individual who submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

Contestants may opt out of email notifications at any time, without affecting their Entry or eligibility for participation in this Contest, by following provided opt-out instructions. By participating and submitting an Entry, entrant agrees that Sponsor and Contest Parties are

authorized to contact entrant via email, mail, phone or any other form of media to make entrant aware of information pertinent to the Contest, and to distribute information regarding the Sponsor's featured products, special events or promotional offers, or coupons. Entrants may opt-out of any further email communication at any time by simply replying "REMOVE" to any email message, or following the provided opt-out instructions.

IMPORTANT NOTE: Any entrant who incorporates any intellectual property owned by a third party into an Entry does so at their own risk. Without in any way limiting, expanding or amending the terms and conditions residing on the Website, which terms and conditions shall remain in full force and effect, if Sponsor is duly notified that any element of an entrant's Entry infringes upon the rights of another person and/or receives a legally valid request to remove the affected Entry from the Website because of such infringement, such Entry may be disqualified from the Sweepstakes, as Sponsor may determine in its sole discretion. Further, no entrant will be eligible to receive a prize unless Sponsor determines, in its sole and absolute discretion, that such entrant's Entry has been or can be sufficiently cleared for legal purposes and such entrant eligibility is verified. Each entrant hereby agrees to indemnify and hold the Sweepstakes Entities harmless from and against any and all third-party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

4. ENTRY REQUIREMENTS: Entries must comply with the following:

- Must be in the English language;
- Must comply with all technical requirements set forth above;
- Must be an original work;
- Cannot have been published previously by any party other than the entrant;
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the Entry was created;
- Must be suitable for publication (i.e., may not be obscene or indecent);
- Cannot prominently feature trademarks, logos or trade dress owned by any third party, or advertise or promote any brand or product of any kind, other than Lagunitas;
- Must not contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images);
- Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights, including copyright infringement, or legal or moral rights of any third party, living or deceased;
- Cannot be sexually explicit or suggestive, violent or derogatory, or contain any materially dangerous activity;
- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age;
- Must not contain, facilitate, reference, or use material that is fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous;
- Cannot promote illegal drugs, tobacco, firearms/weapons/ammunition (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Must demonstrate an acknowledgement, understanding and/or a positive reinforcement of alcohol responsibility, as defined by Lagunitas;
- Cannot feature the actual consumption of any alcohol;
- May not be submitted by any individual under 21 and all individuals in the Content must be twenty-one (21) years of age or older;
- Must not disparage any entity, included, but not limited to Sponsor, Administrator, any other person or party affiliated with the promotion and administration of this Contest;
- Must not contain the name/logo of any alcohol beverage retailer, including in the background;

- Must not include any personally identifiable information (full name, e-mail address, telephone number, etc.);
- Must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
 - gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
 - prostitution, pornography, nudity, profanity or other adult content, or violence;
 - the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government; and
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way;
 - Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age; and
 - Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the entry was created.

By submitting an Entry, you hereby grant permission for your Entry to be posted in a gallery on the Website and/or on Sponsor's social media or other websites, in Sponsor's discretion. You agree that the Contest Parties are not responsible for any unauthorized use of your Content by third parties. Contest Parties do not guarantee the posting of any Entry or Content. You agree that you will not use the Content for any other purpose, including, without limitation, posting the Content to any online social networks (other than for participation in this Contest), without the express consent of Sponsor in each instance. Appearance of your Entry in any gallery or Sponsor's social media does not imply eligibility of your Entry and does not mean you are a winner in this Contest.

By submitting an Entry, you represents that you have sole and exclusive ownership and proprietary rights of any content submitted; have full permission and rights to publish and release the content; and agree that the content becomes the sole and exclusive property of Sponsor, and Sponsor may publish, display, promote, or utilize content in any manner of its choosing in relation to the promotion or advertising of the Contest or Sponsor.

By submitting an Entry, you acknowledge and agree that Sponsor may receive other Entries under this Contest that may be similar or identical to the Entry submitted by you, and you waive any and all claims you may have had, may have, and/or may have in the future, that any other Entry reviewed and/or used by Sponsor may be similar to your Entry and you understand that you will not be entitled to any compensation because of Sponsor's use of such other similar or identical material.

In addition, by submitting any Entry, each entrant transfers any and all of their right, title and interest in and to such Entry and content submission, including but not limited to, any and all copyrights, trademark rights, "moral rights" and any and all other proprietary rights that may exist, throughout the world, to Sponsor and expressly waives any rights they may have in such submission and/or content. Each entrant agrees Sponsor is the exclusive owner of all rights in and to such Entry, and/or content, and will have the worldwide, perpetual right to copy, display, reproduce, exhibit, edit, modify, assign, license, register for copyright or trademark, distribute, sell or otherwise use and exploit the entry, content submission, and all elements and/or derivative works thereof, in whole or in part, alone or with other materials, in any media now known or hereafter created or devised, for any reason whatsoever.

Sponsor reserves the right to ask the entrant to create a new video, edit it, or blur out logos/trademarks in the video.

- 5. JUDGING PERIOD AND WINNER SELECTION:** During the Judging Period, a panel of qualified independent judges determined by Sponsor, in its sole discretion, will score each eligible Entry up to the maximum number of points allowed. Judging will be based on the following criteria:

- 25%: Energy and Vibe
- 25%: Creativity
- 20%: Authenticity
- 15%: Party Spirit
- 15%: Style and Visual Flair

The one (1) Entry with the highest Judges' score, as determined by Sponsor in its sole discretion, will be the one (1) potential winner of the Contest as determined by the Sponsor and outlined below. In the event there are any ties, the tied Entries will be compared and the Entry with the highest overall score in Energy and Vibe will prevail. In the event a tie still remains, the Entry with the highest overall score in Party Spirit will prevail. If a tie still remains, a tie-breaking judge will be brought in to break the tie. If the potential winning Entry (or the entrant who submitted it) is found to be ineligible or does not comply with these Official Rules, such Entry will be disqualified and the Entry with the next-highest score will be named the potential winner, subject to verification of eligibility. Administrator's, Judges', and Sponsor's decisions shall be final and binding in all matters pertaining to the judging and winner selection.

Sponsor reserves the right not to award the prize if, in its sole discretion, it does not receive a sufficient number or quality of eligible and qualified Entries.

No more than one (1) prize will be awarded. If, for any reason, more than one (1) bona fide winner comes forward seeking to claim the prize, the winner will be determined by using the judging process outlined above among any entrant making purportedly valid claims for the prize. Inclusion in such process shall be each entrant's sole and exclusive remedy under such circumstances.

- 6. WINNER NOTIFICATION/PRIZE CLAIMING:** The potential winner will be notified via direct message on Instagram, or via email, depending on method of entry, within two (2) days after the conclusion of the Judging Period (**Note: phone messages will not be left during the winner notification process**). The Contest Parties are not responsible for and shall not be liable for incorrect, changed, or illegible contact information or for electronic communications that are undeliverable as a result of any form of active or passive filtering, or insufficient space in entrant's email or other account to receive messages. Contest Parties are not responsible for late, lost, intercepted, misdirected, or unsuccessful efforts to notify the potential winner. Notification is deemed to have occurred immediately upon the sending of a direct message/email. If the potential winner cannot be contacted within two (2) days, if potential winner is ineligible, if any notification is returned undeliverable, or if a potential winner otherwise fails to fully comply with these Official Rules, the potential winner will forfeit the prize, and an alternate winner may be selected by using the judging process outlined above from among all remaining eligible Entries. As part of the winner notification process, the potential winner will be required to complete and submit a declaration of eligibility/release of liability/prize acceptance agreement, proof of age 21 or older (publicity release where permitted) ("Declaration"), and a W-9 form, within two (2) days of date of notification, as a condition of receiving the prize. If the potential winner fails or refuses to sign and return the Declaration within the required time period or if the Declaration is returned as rejected, faulty, unclaimed or returned as undeliverable to the potential winner, and/or the potential winner is otherwise noncompliant, the potential winner will be disqualified and an alternate will be selected, up to three (3) alternates, after which the prize will remain un-awarded. Potential winner may be required to present a copy of a valid social security card and a valid driver's license as a condition of participating or receiving any prize. Potential winner becomes the "winner" only after verification of eligibility by Sponsor.

- 7. PRIZES/PRIZE RESTRICTIONS:** The prize to be awarded in this Contest is:

One (1) Prize: The winner will receive all of the following:

- A statue commissioned by the Sponsor in the winner's likeness with a commemorative plaque naming the winner as the "Party Legend" which will be installed in the Lagunitas Loft, located at 1280 N McDowell Boulevard, Petaluma, CA 94954. The winner will also receive a copy of the statue and plaque, which have a total retail value of \$10,000.

- A beer named after the winner that will be available during the fall of 2025 at the Petaluma Taproom. The naming of a beer has no retail value.
- A \$5,000 "Legend Grant", awarded in the form of a check.
- A four (4) day/three (3) night trip for two (1) people – the winner and one (1) guest who is at least twenty-one (21) years of age – to attend the statue reveal party at the Lagunitas Loft scheduled to occur on a date determined by Sponsor in the fall of 2025. Trip includes round-trip coach-class airfare for the winner and one (1) guest between a major commercial airport near winner's residence (as determined by Sponsor in its sole discretion) and a major commercial airport in the San Francisco Bay Area (as determined by Sponsor in its sole discretion), three (3) nights standard hotel accommodation (single room, double occupancy), and a \$500 ground transportation stipend. If the winner resides within a 100-mile radius of the Lagunitas Loft, as determined by Sponsor in its sole discretion, ground transportation may be provided in lieu of airfare, and no difference in prize value will be provided. Agency will arrange travel to and from reveal party as well as accommodations to attend the statue unveiling at the Lagunitas Loft in the fall of 2025. The estimated value of the trip is \$4,000, but actual value of the trip may vary depending on point of departure and fluctuations in the cost of air transportation. Any difference between the estimated value and the actual value of the trip will not be awarded.

The guest must be at least twenty-one (21) years of age. Travel must be taken on dates specified by Sponsor, expected to be in the fall of 2025. Winner and guest must travel on the same itinerary. The winner and guest are responsible for having valid travel documents including government-issued photo identification as required for air travel. The winner is responsible for all travel expenses not included herein, including airline baggage fees, gratuities, meals, and any other incidental costs or expenses related to participation in the prize. Once a guest is selected, he/she may not be substituted, except in Sponsor's sole and absolute discretion. The guest must sign and return a travel liability release before travel will be booked. The winner and guest hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the prize. No changes will be made to travel details once any element of the travel arrangements have been booked, except at Sponsor's sole discretion. The winner will be required to provide a major credit card upon hotel check-in, and all in-room charges will be charged to the credit card. Any damage to the room will be the responsibility of the winner. Sponsor bears no responsibility if any event, element, or detail of the prize is canceled, postponed, or becomes unavailable for any reason. Should any event, element, or detail of the prize become unavailable, the Sponsor shall have no obligation to the winner aside from providing the remaining portion of the prize, minus any unavailable event, element, or detail. Sponsor is not responsible if the reveal party is delayed, postponed, or canceled for any reason. The Sponsor reserves the right to remove or to deny entry to winner and/or guest if either winner or guest engages in a disruptive manner, or with intent to abuse, threaten or harass any other person at the reveal party.

The approximate retail value ("ARV") of the prize is \$19,000. **No alcoholic beverage is part of any prize award.**

Prize is non-transferable, with no substitutions except at Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and are subject to applicable rules and restrictions. Prize is awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize, regardless of whether it, in whole or in part, is used. The value of the prize will be reported for tax purposes as required by law. The winner will be required to provide Sponsor with a valid social security number before the prize will be awarded for tax reporting purposes. An IRS Form 1099 will be issued in the name of the winner for the value of the prize. Any unclaimed prize will be forfeited. Prize, if legitimately claimed, will be awarded. The Contest Parties are not responsible for and will not replace any lost, mutilated or stolen prize or any prize that is undeliverable or does not reach the winner because of an incorrect or changed address. Sponsor will provide further prize details

and coordination upon winner verification. Cash prize will be fulfilled within approximately four (4) to six (6) weeks after winner verification.

- 8. GENERAL:** Subject to applicable law, each entrant hereby expressly grants to the Contest Parties and their respective successors, assigns, sublicensees and designees, the irrevocable right to use and publish his/her name, Entry, social handles, likeness (photographic or simulated), voice, biography and place of residence for all purposes, including, without limitation, advertising, marketing, promotional and publicity purposes in connection with this Contest ("Advertising"), in any and all media now or hereafter devised, worldwide, in perpetuity, without any form of notice, permission or any amount or kind of compensation, except for the awarding of the prize. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each entrant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each entrant hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of entrant's name, likeness or voice under contract, tort or any other theory of law. The Contest Parties do not assume any responsibility for any disruption in the Contest, including, but not limited to, the failure or interruption of any social media platform or any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Contest materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In the event Sponsor is prevented from continuing with the Contest by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Contest by any party, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each, a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Contest or prize. Sponsor additionally reserves the right, in its sole and absolute discretion to modify, suspend or terminate the Contest should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Contest.
- 9. CONDUCT:** The Contest Parties are not responsible for the actions of entrants in connection with the Contest, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Contest. The Contest Parties reserve the right, at their sole discretion, to disqualify (or terminate the prize of) any individual if the individual is found to be, or suspected of, acting in any manner deemed by the Contest Parties to be in violation of the Official Rules, or to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person, or to be tampering with the entry or voting process or the operation of the Contest, and void all associated Entries, and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE CONTEST PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- 10. WAIVERS AND DISCLAIMERS:** The Contest Parties assume no responsibility or liability for: (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Entries, URLs, or emails; (b) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Entries or registrations at any point in the operation of this Contest; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Contest; (e) inaccessibility or unavailability of the Internet or the website or any combination thereof or for 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 the Contest, the processing of Entries, social networking posts, or registrations, the announcement of the prize, or in any other Contest-related materials; or (f) any injury or damage to entrants or to any other person's computer which may be related to or resulting from any attempt to participate in the Contest. If, for any reason, the Contest (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, then the Contest Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Contest in whole or in part. If terminated, the Contest Parties will award the prize in a manner consistent with the judging process above from among all non-suspect, eligible Entries received for the Contest up to the time of such action.

- 11. RELEASES:** All entrants, as a condition of participation in this Contest, release, discharge, indemnify and hold harmless the Contest Parties, Instagram, and each of their respective directors, officers, employees, agents, successors and assigns (collectively, "Released Parties") from and against any and all liability, claims, costs (including attorneys' fees), losses, damages, fines, or actions of any kind whatsoever for injuries, death, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with: (i) participation in any aspect of the Contest (including travel to/from any Contest activity), (ii) the receipt, ownership, use or misuse of any prize awarded, including any travel associated with any prize, (iii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; (iv) entrant's registration material on any related website, or (v) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Contest activity and/or prize. Entrant further understands and agrees that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. Entrant acknowledges that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

- 12. GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Contest will be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE CONTEST, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) 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, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT 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 NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT 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 YOU.

- 13. DISPUTE RESOLUTION:** The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in the State of California and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury, and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Contest shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in the State of California. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in the State of California. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.
- 14. ENTRY INFORMATION AND CONTEST COMMUNICATIONS:** As a condition of entering the Contest, each entrant gives consent for Sponsor to obtain and deliver his or her name, address, Entry, and other information to third parties for the purpose of administering this Contest and to comply with applicable laws, regulations and rules. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Contest or on a Contest winner's list. By participating in the Contest, entrant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://lagunitas.com/privacy/>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.
- 15. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules or the Declaration will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Declaration is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.
- 16. ODDS:** Odds of being selected as the winner in this Contest are dependent upon the total number of eligible Entries received, the skill of the entrant in the creation of their Entry, and the decisions of Judges.
- 17. WINNER LIST:** To receive a listing of the name of the winner, send a #10 self-addressed, stamped envelope for receipt by October 13, 2025 to: 2025 Lagunitas Party Legend Contest - Winner List Request, c/o Realtime Media, 2460 General Armistead Ave, STE 209, West Norriton, PA 19403.
- 18. SPONSOR:** The Lagunitas Brewing Company, 1280 N. McDowell Blvd., Petaluma, CA 94954. Reference to third parties in connection with prizing and/or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Contest.

19. ADMINISTRATOR: Realtime Media LLC, 2460 General Armistead Ave, STE 209, West Norriton, PA 19403.