

**DESCHUTES NO BOOZE NO BOUNDARIES INSTANT-WIN PROMOTION
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 PROMOTION IS OPEN ONLY TO PERSONS WHO ARE, AT THE TIME OF ENTRY, LEGAL RESIDENTS OF THE UNITED STATES AND DISTRICT OF COLUMBIA AND AT LEAST TWENTY-ONE (21) YEARS OF AGE OR OLDER. PROMOTION WILL BE GOVERNED BY UNITED STATES LAW. VOID WHERE PROHIBITED.

1. ELIGIBILITY:

The “Deschutes No Booze No Boundaries Promotion” (“Promotion”) is open to all residents of the fifty (50) United States and District of Columbia who are twenty-one (21) years of age or older at the time of entry. Employees, contractors, directors, officers and agents of Deschutes Brewery, its affiliates and subsidiaries; advertising and promotion agencies, wholesale distributors, retail licensees and all other service agencies involved with the Promotion, and members of their immediate family (spouse, parent, child or sibling), are not eligible to enter or win. The Promotion 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 Promotion. Winning the prize is contingent upon fulfilling all requirements as set forth herein.

2. PROMOTION PERIOD:

Promotion begins at 12:00:00 a.m. Central Standard Time (“CST”) on December 23, 2024 and ends at 11:59:59 p.m. CST on February 28, 2025 (“Promotion Period”). Administrator’s computer is the official time keeping device for this Promotion.

3. TWO (2) WAYS TO ENTER:

(a) Internet: Visit <https://airbaton.net//deschutesnoboundaries> (“Website”) directly or by scanning the Promotion quick response (“QR”) code featured on signs or promotional materials at participating stores with the QR read application already installed on your phone. during the Promotion Period and follow the online instructions to complete and submit an online registration (“Registration”), also an entry (“Entry”).

Automated Entries are prohibited, and any use of automated devices will cause disqualification. Entrants may not enter with multiple email addresses, nor use any other device or artifice, to enter multiple times or as multiple entrants. Any entrant who attempts to enter with multiple email addresses under multiple identities or uses any

device or artifice to register multiple times, will be disqualified and forfeits all prizes won, in Sponsor's sole discretion. Multiple entrants are not permitted to share the same email address. Should multiple users of the same email account enter the Promotion and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said email account at the time of entry will be considered an entrant and must comply with these Official Rules. The authorized account subscriber is the natural person who is assigned the email address by the ISP or other organization responsible for assigning email addresses. Potential winner may be required to show proof of being the authorized account subscriber.

To scan a QR code, participants must have a smart phone or other web-enabled device with a camera feature and/or QR scanner application and may incur message or data charges from their wireless service provider for each message sent and received. If you do not have a QR reader already installed on your phone, type 'QR reader' in your mobile device's application store search field to find available QR readers for your smart phone or other web-enabled device. You will receive a response which will contain a link to download a QR reader for your specific device. Check with your wireless service provider for details on these and other applicable charges. Participants are solely responsible for any such wireless charges. Not all wireless carriers participate.

(b) Scratch Off Game: Once the online Entry has been completed, Consumers can then follow the online instructions to play the Scratch-off Game ("Game"), for one (1) additional Entry and a chance to win an Instant-Win Prize (a "Play") ("Instant-Win Prize). Instant-Win Prizes will be awarded on a first-come-first-serve basis while supplies last, with a total of 176 Instant-Win Prizes available. Additionally, Consumers can Play the Game once per day for an additional entry, though Instant-Win Prizes will only be available during select times, as outlined below.

How to Play for a chance to win an Instant-Win Game prize:

During the Promotion Period, after you submit your Entry and it has been recorded by Administrator, Administrator will random select times for Consumers to Play for the chance to win Instant-Win Prizes. Administrator's decisions are final in all matters relating to this Promotion. The first participant who completes a Play in accordance with these Official Rules on or immediately after a randomly selected time will win one (1) of one hundred and seventy (170) Instant-Win Prizes (subject to verification). See Rule #6 for Instant-Win Prize details. If your mobile phone, tablet, or computer screen displays a prize-winning message, you are a winner of the Instant-Win Prize indicated (subject to verification). If your mobile phone, tablet, or computer screen does not display a prize-winning message, you are not a winner of an Instant-Win Prize.

For all Scratch-Off Plays:

All Plays must be received and/or recorded during the Promotion Period. No other forms of Play are valid. Limit one (1) Play, per person, per day. A “day” is defined as a twenty-four (24) hour time period beginning at 12:00:00 a.m. and ending on the same day at 11:59:59 p.m.

For all Entries:

All Entries must be received and recorded during the Sweepstakes Period. Only the methods of entry described herein are valid. No other forms of entry are valid. To be valid, each Entry must comply with all of these Official Rules. Entrants are eligible to receive one (1) Instant Win prize per month. Winners of an Instant-Win Prize remain eligible for the Grand Prize.

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.

4. SWEEPSTAKES DRAWING:

One (1) potential Grand Prize winner will be selected in a random drawing to be held on or about March 1, 2025, 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:

Instant-Win Prize:

Odds of winning an Instant-Win Prize depend upon the number of eligible Plays received and the order in which they are received. All prize claims are subject to verification before any prize will be awarded. Screen shots are not proof of winning status. Winners will be notified at the time of playing as outlined in Rule #3.

Grand Prize:

Odds of winning the Grand Prize depend on the number of eligible Entries received during the Sweepstakes Period.

Potential Grand Prize winner will be notified by email, phone call or text message and will be required to respond to the notification within twenty-four (24) hours indicating whether they can accept the prize. If a potential winner does not respond to the notification within the twenty-four (24) hour time period, prize will be forfeited, and an alternate potential winner will be randomly selected. Any alternate potential winner selected will also be required to respond to the notification within the time frame stated above.

Grand Prize winner will be required to complete, sign, and return an affidavit of eligibility and liability and publicity release (where permitted by law) within forty-eight (48) hours of prize acceptance. Subject to verification of eligibility and compliance with the terms of these Official Rules, including verification that the winner is at least twenty-one (21) years of age or older, the potential winner will be declared the official winner of the Sweepstakes. If Sponsor cannot verify that the potential winner is twenty-one (21) years of age or older prior to winner notification, then the potential winner will be disqualified, and the prize will be randomly awarded to an alternate potential winner

In the event of noncompliance within any stated time period, the prize will be forfeited, and an alternate potential winner will be randomly selected. Any alternate potential winner selected will also be required to adhere to the time periods described herein. Any prize notification or prize returned to the Sponsor or Administrator as undeliverable will result in disqualification and the awarding of that prize to an alternate potential winner.

Grand Prize and Instant-Win Prize:

Released Parties (as defined below) 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

Grand Prize: (1 total): Winner will receive a trip to Bend, Oregon for winner and (1) one guest, including round-trip coach air transportation from gateway city nearest winner's home, double-occupancy hotel accommodations at River House/Currents for two (2) consecutive nights, one (1) \$100 Current's gift card, one (1) Mt. Bachelor Day Pass, Fast Tracks, and parking pass, Deschutes Pub dinner and tours, Rental Car or payout via \$350 visa gift card for Rental Car usage, one (1) \$500.00 visa gift card, and one (1) Deschutes Swag bag consisting of: two (2) Patagonia Black Hole Gear Tote, two (2) Hydroflask Tumbler, two (2) Mt. Bachelor Cobranded goggle covers, and two (2) Coal Ear flap hats. Exact date and time of trip to be determined by Sponsor, in Sponsor's sole discretion, at a later date, and is subject to availability and change. Travel and accommodations are at Sponsor's discretion and subject to availability and change. Winner and his/her one (1) guest must travel on the same itinerary and on the dates specified by Sponsor or prize will be forfeited and will be awarded to an alternate winner (time permitting). Winner and his/her one (1) guest must comply with all travel requirements, which may include, without limitation, presenting necessary identification (including a valid driver's license) at the time of travel. Flight schedules are subject to change without notice. Sponsor is not liable for any missed events or opportunities, or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. Winner may be required to provide a credit card at time of hotel check-in. Transportation (other than stated above), meals (other than stated above),

gratuities, trip cancellation insurance, personal purchases and all other expenses not specified herein are solely the responsibility of the winner. Actual value depends on city/day/time of departure. Terms and conditions of the digital check apply. Approximate Retail Value is up to \$6,184.00.

Instant-Win Prizes (145 total):

- Coal Ear Flap Hat (25 Total) Approximate Retail Value ("ARV"): \$45.00.
- Hydroflask Tumbler (50 Total) ARV: \$28.00.
- 2 Towns Ciderhouse Beanie (10 Total) ARV: \$22.00.
- 2 Towns Ciderhouse Mug (10 Total) ARV: \$10.00.
- Mt. Bachelor cobranded google covers (50 Total) ARV: \$5.00.

If winner cannot accept the prize as specified, prize will be forfeited. Any difference between stated value and actual value will not be awarded. Total ARV of all prizes is \$9,279.00.

For all prizes:

If winner cannot accept the prize as specified, prize will be forfeited. Any difference between stated value and actual value will not be awarded. Total ARV of all prizes is \$9,279.00.

Limit one (1) instant-win prize per person, per month. 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 winner 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, winners 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 into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Sponsor. If requested, potential winner agree 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 awarded to an alternate winner (time permitting).

7. PUBLICITY:

Acceptance of prize offered constitutes permission for Sponsor to use winner's name, voice, biographical information and/or likeness for purposes of advertising and promotion without further compensation in all media now known or hereafter discovered worldwide and on the Internet without notice or review or approval as permitted by law.

8. RELEASE:

By accepting a prize, winners agree to release and hold Deschutes Brewery and Administrator harmless from all losses, damages, rights, claims and actions of any kind resulting from acceptance, possession or use of any prize, including without limitation, personal injuries, death and property damage.

9. GENERAL CONDITIONS:

Deschutes Brewery, Administrator, and each of its affiliates, subsidiaries and agencies (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 Promotion 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 Promotion, 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 participating in this Promotion. Should any portion of Promotion be, in the 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 Promotion, or submission of Entries, Sponsor and reserves the right at its sole discretion to suspend, modify or terminate the Promotion, and randomly select the winner from among all 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 online entrant, the authorized subscriber of the email account 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 address by the ISP or other organization responsible for assigning email addresses. All materials submitted become the property of Deschutes Brewery 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.

10. 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, Administrator, and Sponsor in connection with the Promotion, or any claim or dispute that has arisen or may arise between you, Administrator 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.

11. PRIVACY POLICY:

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

12. SPONSOR:

Deschutes Brewery, Bend, OR 97703

13. ADMINISTRATOR:

Rio Creative, 16630 Old Chesterfield Road, Chesterfield MO 63017

14. 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: Deschutes No Booze No Boundaries Instant-Win Promotion Winners List Request, 16630 Old Chesterfield Road, Chesterfield, MO 63017, for receipt by April 28, 2025.