

Stalwart Label Promotion Official Rules

SPONSOR, PROMOTION DESCRIPTION AND PERIOD: The Sponsor of this promotion is the Colorado State University College of Business (“Sponsor” or “COB”), Fort Collins, CO 80523. The COB is offering the Stalwart Label Promotion (the “Promotion”). The Promotion starts on August 16, 2017 at 12:00 a.m. MT and ends on August 27, 2017 at 11:59 p.m. MT (the “Promotion Period”). During the Promotion Period, participants are asked to submit “a taste of what you love about CSU and the Front Range” in 500 characters or less on the entry page (a “Submission”). On or about 12:00 p.m. MT Monday following the Promotion Period, Sponsor will select from all eligible entries approximately three (3) submissions as finalists. The Finalists shall be deemed the potential winners of the Promotion, subject to the terms and conditions herein. Entry in the Promotion does not constitute entry into any other promotion.

ELIGIBILITY: PROMOTION OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE AT LEAST 21 YEARS OF AGE AT THE TIME OF ENTRY. VOID WHERE PROHIBITED. Advertising, promotional and judging agencies, persons engaged in the development, production or distribution of materials for this promotion (collectively, the “Promotion Parties”) and the immediate family members (defined as parents, spouse, children, siblings, grandparents) of each and/or, and all those with whom such employees are domiciled (whether related or not), are NOT eligible to participate.

HOW TO ENTER: NO PURCHASE NECESSARY AND NO ENTRY FEE, PAYMENT OR PROOF-OF-PURCHASE IS NECESSARY TO PARTICIPATE. During the Promotion Period, enter the Promotion by accessing the “Stalwart Label Promotion” page on our site, located at <http://biz.colostate.edu/lps/stalwart-golden-ale-promotion> (the “Promotion Site”) and following the instructions to complete an entry form and upload your Submission to the Promotion Site. You must complete and submit the entry form as instructed to be eligible. Once you complete the entry form and upload your Submission, you will be entered into the Promotion. If you are not able to enter the Promotion on our site, you may submit your entry by mail addressed to: Stalwart Label Promotion, Colorado State University School of Business, 1201 Campus Delivery, Fort Collins, CO 80523-1201. Each Submission must meet the following “Submission Requirements”: (i) the Submission must be the submitting entrant’s original, previously unpublished work and not include any material owned or controlled by third parties (including without limitation, third party copyrighted material) and may not have been entered in any other Promotion or considered for any award; (ii) the maximum character count of the submission is 500 characters (roughly 80 words). The Submission may not contain any brands, logos or trademarks not permitted to be featured in CSU/COB advertising (iii); the entrant must provide upon request all appropriate clearances, permissions and releases for the Submission (in the event an entrant cannot provide all required releases, Sponsor reserves the right, in Sponsor’s sole discretion, to disqualify the applicable Submission, or seek to secure the releases and clearances for Sponsor’s benefit, or allow the applicable Submission to remain in the Promotion); and (iv) the Submission must not include any content that is obscene, pornographic, libelous or otherwise objectionable. Any Submission that, in Sponsor’s good faith judgment, violates the Submission Requirements may be disqualified. Submissions must be received by the end of the Promotion Period. As part of the Promotion entry process, entrants must indicate that they have read, accepted, and agreed to be bound by these official rules (the “Official Rules”). The Promotion Site is the official timekeeper for the Promotion. All entry information becomes the property of Sponsor and will not be acknowledged or returned. Except as otherwise disclosed in these Official Rules, and to the extent entrants may otherwise elect at the time of entry, any information collected through the Promotion shall be used only in a manner consistent with the consent given by the entrants at the time of entry, with these Official Rules, and with the Sponsor’s Privacy Policy at www.colostate.edu/privacy/. Any communication or information transmitted to Sponsor by electronic mail or otherwise is and will be treated as non-confidential and nonproprietary. Entries that do not comply with these Official Rules, as determined in Sponsor’s sole discretion, will be disqualified from the Promotion.



NOTE: By entering, all entrants understand and agree that all eligible submissions will be entered into consideration to be a Finalist and may be posted on the internet (and other media as designated by the Sponsor in its sole discretion) for public view on the Promotion Site and any such posting will be deemed made at the direction of the entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act. Further, by entering, all entrants agree to give Sponsor permission to use his/her name and likeness in accordance with Section 11 below. Any entrant who incorporates any intellectual property owned by a third party into his or her Submission does so at his or her own risk. Without in any way limiting, expanding or amending the Terms of Use policy residing on Sponsor's website, www.biz.colostate.edu, (the "Website") which Terms of Use policy shall remain in full force and effect, if Sponsor is duly notified that any element of an entrant's Submission infringes upon the rights of another person and/or receives a legally valid request to remove the affected Submission from the Promotion Site because of such infringement, such Submission may be disqualified from the Promotion, 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, which such entrant's Submission has been or can be sufficiently cleared for legal purposes. Limit one (1) entry per person. Any individual who attempts to enter, or in the sole discretion of Sponsor is suspected of entering more than once or submits Submissions in excess of the disclosed maximum, by any means, including but not limited to establishing multiple email accounts, will be disqualified from participation in this Promotion. In the event of a dispute over the identity of an entrant, the entry will be declared made by the authorized holder of the email address submitted at the time of entry, and the entrant may be required to provide identification sufficient to show that he/she is the authorized account holder of such email address. It is the sole responsibility of the entrant to notify the Sponsor in writing if the entrant changes his/her email or postal address during the Promotion Period

JUDGING: Sponsor or its designee will select the three (3) Finalists from among the eligible Entrants in the Promotion based on the following "Judging Criteria": creativity (35%), story (35%), and relevance to Stalwart Golden Ale and Colorado State University (30%). The Judging Criteria are to be applied in the sole discretion of Sponsor; each entrant agrees to be bound by and not challenge the final decisions of Sponsor. The three (3) Finalists will be deemed the potential winners for the corresponding Promotion. Three (3) winning entries will be selected for the Promotion. Sponsor's decisions are final and binding in all matters related to this Promotion. In the event a winning entry is discovered to be invalid for any reason whatsoever or the person who submitted the winning entry fails to comply with these Official Rules prior to delivery of the prize, the prize may be forfeited and awarded to an alternate winner.

POTENTIAL WINNER NOTIFICATION: Potential Prize Winners will be notified by Sponsor whose decisions are final and binding on all matters relating to this Promotion. Sponsor will notify potential Promotion winners on or about Thursday, August 31, 2017. Sponsor will attempt to notify each potential Prize Winner using the email address provided at time of entry if entry was submitted on the Promotion Site. The potential winner must then contact Sponsor using that contact information within three (3) days of notification. Potential Prize Winners are subject to eligibility verification and compliance with these Official Rules. Each potential Prize Winner may be required to execute a further Submission license or assignment, Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "Prize Claim Documents") within three (3) days of notification in order to receive prize delivery. If any required information is not returned within the number of days specified in the notification correspondence, or if any notification is returned as undeliverable, then the prize may be forfeited and an alternate Prize Winner will be selected at the Sponsor's sole discretion. Designation as a Prize Winner is subject to entrant's proof of compliance with these Official Rules, maintaining compliance with these Official Rules, and approval by Sponsor. Each entrant acknowledges that other entrants may have created ideas and concepts contained in his/her entry that may have familiarities or similarities to his/her entry, and that he/she will not be entitled to any compensation or right to negotiate with the Promotion Parties because of these familiarities or similarities. The decisions of the Promotion Parties are final and binding in all matters relating to this Promotion, including interpretation and application of these Official Rules.



COLLEGE OF BUSINESS
COLORADO STATE UNIVERSITY

PRIZES: Three (3) Prizes are available in the Promotion. The Grand Prize shall be two (2) tickets to the homecoming game at CSU vs. Nevada on October 14, 2017 with COB tailgate entry passes and an opportunity to be a guest brewer at Odell Brewing Co., 800 East Lincoln Avenue, Fort Collins, Colorado 80524 on September 8, 2017 (Approximate Retail Value ((ARV)): \$70); the Prize for the two (2) Second Prize winners shall be two (2) tickets each to the homecoming game at CSU vs. Nevada on October 14, 2017 with COB tailgate entry passes (ARV for each Second Prize package: \$70). Sponsor is not responsible for lost or mutilated tickets and none will be replaced. Prizes are non-transferable. No cash alternative or prize substitutions allowed, except Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value if advertised prize becomes unavailable. Prizes may not be sold, bartered, or exchanged by winners. All details of any prize not specified herein shall be determined solely by Sponsor. By accepting a prize, the winner acknowledges compliance with these Official Rules. ALL FEDERAL, STATE, OR OTHER TAX LIABILITIES ARISING FROM THIS PROMOTION ARE THE SOLE RESPONSIBILITY OF THE WINNER; SPONSOR IS NOT RESPONSIBLE FOR AND WILL NOT PAY ANY SUCH TAXES. ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. Limit of one prize per person/household. No more than the listed number of prizes will be awarded. All other expenses relating to acceptance of a prize, including but not limited to taxes, transportation and any other expenses not specified herein are the sole responsibility of winner. Prize conditions may be added or modified by Sponsor, in its sole discretion.

ENTRANT'S GRANT OF RIGHTS: By participating in the Promotion, each entrant irrevocably grants Sponsor and its agents and successors and assigns a non-exclusive, unlimited, worldwide, perpetual, royalty free, transferable license and right (but not the obligation) to reproduce, publicly perform, distribute, exploit, publicly display, and otherwise use the Submission in any way, for any reason, and in any and all media (including but not limited to the Promotion Site), without limitation, and without further notice, consent or consideration to the entrant. Without in any way limiting the foregoing, Sponsor shall have the right, in its sole discretion, to modify and make derivative works of the Submission for any purpose which Sponsor deems necessary or desirable, and each entrant irrevocably waives any and all so-called moral rights they may have therein. Sponsor shall have the right to freely sublicense its rights hereunder, in whole or in part, to any person or entity. Sponsor shall retain the rights granted in each Submission even if the Submission is disqualified or fails to meet the Submission Requirements.

REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION: Each person who enters this Promotion represents and warrants as follows: (i) the Submission is the entrant's own original, previously unpublished, and previously unproduced work; (ii) the Submission does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with entrant, and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iii) the Submission does not and will not violate or infringe upon the intellectual property rights, copyright or other rights of any third party; and (iv) the Submission does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. By entering, each entrant agrees to hereby indemnify and hold harmless the Promotion Parties from any and all third party claims, actions, proceedings or damages of any kind (including reasonable attorneys' fees) arising from, or relating to, the breach or alleged breach of the representations, warranties or agreements herein, your entry, or your conduct in creating your entry or otherwise in connection with this Promotion.

PUBLICITY RELEASE: By participating in the Promotion, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any entrant in the Promotion, each entrant irrevocably grants the Promotion Parties and their respective successors, assigns, and licensees, the right to use such entrant's name and biographical information in any and all media for any purpose, including, without limitation, advertising and publicity purposes, as well as in connection with the



COLLEGE OF BUSINESS
COLORADO STATE UNIVERSITY

Promotion and hereby releases the Promotion Parties from any liability with respect thereto and as more fully set forth below.

RELEASE OF CLAIMS: Entrant does hereby release and discharge The Board of Governors of the Colorado State University System, Colorado State University and their respective board members, officers, employees and agents from any and all claims and demands arising out of or in connection with the use of content including without limitation any and all claims for libel or violation of any right of publicity or privacy.

Entrant agrees to grant Colorado State University College of Business (i)) the unrestricted right and permission to copyright and use, re-use, publish, and republish the Submission in whole or in part made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose whatsoever; (ii) the use of the Submission on any printed materials; and relinquishes any right to examine or approve the completed product or products or the advertising copy or printed matter that may be used in conjunction with the Submission or the use to which it may be applied, including but not limited to the printing of the Submission on beer labels and related packaging and marketing materials.

Entrant has read the above authorization, release and agreement, prior to its execution; fully understands the contents thereof. This release agreement shall be binding upon entrant and entrant's heirs, legal representatives and assigns.

DATES & DEADLINES/ANTICIPATED NUMBER OF ENTRANTS: Because of the unique nature and scope of the Promotion, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Promotion. Sponsor cannot accurately predict the number of entrants who will participate in the Promotion.

NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF: Each entrant hereby acknowledges and agrees that the relationship between the entrant and the Promotion Parties is not a confidential, fiduciary, or other special relationship, and that the entrant's decision to provide the entrant's Submission to Sponsor for purposes of the Promotion does not place the Promotion Parties in a position that is any different from the position held by members of the general public with regard to elements of the entrant's Submission. Each entrant understands and acknowledges that the Promotion Parties have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each entrant also acknowledges that many ideas may be competitive with, similar or identical to the Submission and/or each other in theme, idea, format or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of any Promotion Party's use of any such similar or identical material. Each entrant acknowledges and agrees that the Promotion Parties do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Submission.

NO OBLIGATION TO USE: Sponsor shall have no obligation (express or implied) to use any Submission or any materials or content created by the entrant (the "Materials"), or to otherwise exploit any Submission or Materials or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the Submission or Materials for any reason, with or without legal justification or excuse, and entrants shall not be entitled to any damages or other relief by reason thereof.

LIMITATION OF LIABILITY: The Promotion Parties assume no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Promotion or for miscommunications or for the incorrect or inaccurate capture of



COLLEGE OF BUSINESS
COLORADO STATE UNIVERSITY

information, or the failure to capture any information; (c) 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, satellites, servers, computers or providers; (d) inaccessibility or unavailability of the Internet or any combination thereof; or (e) any injury or damage to the entrant's or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion or access or download any materials from the Promotion Site. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due prize notifications. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Promotion if it determines, in its sole discretion, that the Promotion is technically impaired or corrupted or that fraud or technical problems, failures, or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Promotion as contemplated herein. In the event an insufficient number of eligible Submissions are received and/or Sponsor is prevented from awarding prizes or continuing with the Promotion as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend, or terminate the Promotion. If the Promotion is terminated before the designated end date, Sponsor will (if possible) select the winner(s) from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.

GOVERNING LAW/JURISDICTION: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE PROMOTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF COLORADO AND THE UNITED STATES OF AMERICA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. FOR THE PURPOSES OF ANY DISPUTES HEREUNDER, BY ENTERING THIS PROMOTION, EACH ENTRANT AGREES THAT ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS PROMOTION SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE APPROPRIATE STATE OR FEDERAL COURT SITUATED IN THE STATE OF COLORADO, U.S.A.

WINNER'S LIST: Names of winners are available within 14 days after the Promotion Period ends. To request any legally required winner's list, send a self-addressed, stamped envelope to:

Stalwart Winner Request:
Colorado State University College of Business
1201 Campus Delivery
Fort Collins, CO 80523-1201



COLLEGE OF BUSINESS
COLORADO STATE UNIVERSITY