

BOULEVARD BREWING CO.® WHEAT THE PEOPLE CONTEST

OFFICIAL RULES

- 1. Introduction.** By entering the Boulevard Brewing Co.® WHEAT THE PEOPLE Contest (the “Contest”), each participant (“Participant”) agrees to abide by these official rules (“Official Rules”) and the decisions of Boulevard Brewing Co. (the “Sponsor”), which are final and binding in all respects. **NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE OF SPONSOR’S PRODUCTS OR SERVICES DOES NOT ENHANCE CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**
- 2. Objective.** The objective of the Contest is to submit an original essay (the “Submission”) describing how an individual you know (“Nominee”) is dedicated to improving and supporting their community. A Sponsor representative (the “Judge”) will select the ten (10) most compelling Submissions (i.e., one (1) per Judging Date) based upon criteria set forth in the Judging section below and in accordance with these Official Rules to determine the winners.
- 3. Eligibility.** The Contest is open to legal residents of the United States who are at least twenty-one (21) years of age and have a valid email address at the time of entry. Employees (and their immediate families) of Sponsor and any of its parents, affiliates, suppliers, independent contractors, agencies, alcoholic beverage distributors, and retailers, and any persons living in the same household as such employees are not eligible to participate in the Contest. Contest is subject to all applicable federal, state, local laws, and regulations and is void where prohibited by law.
- 4. Contest Period.** The Contest entry period begins at 12:00 a.m. Central Daylight Time (“CDT”) on March 1st, 2023, and ends at 11:59 p.m. CDT on December 31st, 2023 (the “Contest Period”). The Contest Period will be divided into ten (10) submission periods (one each month)
- 5. How to Enter.** To enter the Contest, visit www.boulevard.com/wheatthepeople and follow prompts to complete and submit the official entry form and your ‘WHEAT THE PEOPLE’ nomination. Limit one (1) entry per person/email address; multiple entries by any one individual/email address are void. Participants must read and consent to these Official Rules during the Contest entry process. Participants must also provide their complete name, date of birth, telephone number, email address, and Submission in accordance with the Submission Requirements and Content Restrictions as set forth below. By successfully transmitting a completed entry form during the Contest Period as directed, you will be entered in the Contest and be a “Participant.” All entries become the property of Sponsor and will not be returned.

Self-nominations will be accepted. To be eligible, the Nominee must be (a) a legal U.S. resident; (b) at least twenty-one (21) years of age; (c) currently living; (d) an eligible individual; and (e) someone the person submitting the Submission (“Nominator”) personally knows unless the Nominee is self-nominated. The Nominator must obtain the Nominee’s permission in order to submit a Submission and Nominee’s personally identifiable information in connection with the Contest entry process. Sponsor, in its sole discretion, may require Nominator and/or Nominee to verify such permission before awarding a prize. Participants who do not indicate their agreement to these Official Rules will not have their Submissions reviewed. Submissions that do not comply with the Submission Requirements, the Content Restrictions, or otherwise with these Official Rules will be void, eliminated, and not eligible for consideration. Online entry only. No other method of entry will be accepted. Participants are solely responsible for Internet connectivity, software, and/or hardware that may be required in order to create and/or submit any Submission.

6. **Submission Requirements.** You must submit your Submission as directed during the Contest entry process. By submitting a Submission, each Participant represents and warrants that their Submission is an original work of authorship and that, as of the date of submission, they own all right, title, and interest in the Submission or has all necessary rights in the Submission in order to submit it in accordance with these Official Rules. Sponsor will not accept Submissions that exceed one thousand (1,000) words.

7. **Judging.** Eligible entries will be evaluated by the Judge at the conclusion of each of the five (5) Judging Dates during the Contest Period. The Judge will score all eligible Submissions received during each Submission Period using the following scoring criteria: 50% dedication to improving and supporting their community, 35% originality and creativity in their community impact, and 15% the Nominee’s personal growth. The highest scoring Submission per Submission Period as determined by the Judge will be deemed the winning Submission and, subject to verification of eligibility and compliance with these Official Rules, the eligible Participants who submitted the winning Submissions will be declared the official winners of the Contest. All non-winning eligible entries from one Judging Date/Submission Period will automatically carry-over to, and remain eligible for, subsequent Judging Date(s)/Submission Period(s), if any. In the event of a tie, the score for conveyance of Nominee’s dedication to improving and supporting their community will be used as the tiebreaker.

8. **Prize.** Twenty (20) Prizes will be awarded (i.e., one (1) Nominee prize and one (1) Nominator prize per Submission Period).

10 (10) Nominee prizes: Each Nominee named in a winning submission will receive one (1) swag bag containing an assortment of Boulevard merchandise to be determined by Sponsor in its sole discretion. Approximate Retail Value (“ARV”) of each Nominee prize: \$250.

10 (10) Nominator prizes: Each Nominator will receive one (1) article of Boulevard apparel (e.g., a t-shirt or hat). ARV of each Nominator prize: \$25. Total Retail Value of all prizes: \$1,375.

9. **Prize Conditions.** All prize details shall be determined in Sponsor’s sole and absolute discretion. Each winner is fully responsible for any and all applicable federal, state, territory, and local taxes (including income and withholding taxes). All costs and expenses associated with prize acceptance and use which are not specifically included in the prize description above are the sole responsibility of the winner. The prizes are non-transferable and non-assignable, with no cash redemptions except at Sponsor’s sole and absolute discretion. Sponsor reserves the right to substitute any prize (or any portion thereof) with a prize of comparable or greater value at its sole and absolute discretion.

10. **Consent, License, and Release.** Each Participant does hereby: (a) grant to Sponsor the perpetual and unlimited right and license to use, edit, modify, duplicate, and/or create derivative works from their Submission throughout the world via any media now known or hereafter developed, without limitation and

without notice or payment of any compensation to the Participant or his/her heirs and successors, except where prohibited by law, including, but not limited to, the right for Sponsor to publish, display, distribute, reproduce, and otherwise use and exploit the Submission via the Internet or any other interactive media to advertise any of Sponsor's products or services or for any other advertising, marketing, publicity, and promotional purposes; (b) agree that the foregoing license includes without limitation the right (i) to use their name (and any other Personal Information that may be incorporated into the Submission), likeness, image, voice, likeness, biographical information, and statements, as embodied in the Submission in whole or in part, for advertising, promotional, and trade purposes in any and all media now known or hereafter developed, worldwide, in perpetuity, without notice and without further consideration or compensation, except where prohibited by law; (ii) to edit, alter, distort, add to, rearrange, and otherwise modify the Submission and use the Submission in whole or in part or in combination with other materials; and (iii) to assign and/or license others to use the Submission for all of the purposes hereunder; (c) acknowledge that Participant shall have no right of approval of any use of the Submission and the Personal Information as permitted hereunder; (d) agree that Participant shall use any copy of the Submission that they obtain solely for their personal, non-public, non-commercial use; and (e) indemnify, hold harmless and fully release the Released Parties (as defined below) from any and all claims, demands, losses, promises, causes of action, and/or liabilities for any injuries, losses, death, or damages of any kind caused, directly or indirectly, in whole or in part, by participation in, or preparation for, the Contest, Contest-related activity, Participant's Submission, or resulting from the acceptance, possession, quality, or use or misuse of the Prize (or any portion thereof, including any travel or activity related thereto), including, but not limited to, claims of copyright or trademark infringement, false endorsement, libel, slander, defamation, or infringement of rights of publicity or privacy. Nothing herein will obligate Sponsor to make any use of any of the rights set forth herein.

In the event that any individual appears with the Participant in the Submission but does not submit a separate Consent, License, and Release, the Participant hereby represents and warrants (a) that such individual has authorized Participant to agree to this Consent, License, and Release on his/her behalf, and (b) that Participant agrees to this Consent, License, and Release on behalf of such individual.

11. **Content Restrictions.** Participants must not include any of the following content (the "Content Restrictions") in any Submission: (a) pornography, adult-oriented content or any other sexually-explicit material; (b) explicit language or content, images of violence, or promotion of illegal activities; (c) content in violation of intellectual property rights or laws; (d) libelous, defamatory, disparaging, tortious or slanderous materials; (e) material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any other basis protected by federal, state, territory, provincial or local law, ordinance, or regulation; (f) fiction or misrepresentations about the Nominee and their contributions to the community; and (g) material that is unlawful, or otherwise in violation of or contrary to the laws or regulations in any state where the Submission is created. Any Submission that does not comply with the foregoing, in the sole discretion of Sponsor, will be disqualified and eliminated from consideration.

12. **Notification.** Each potential winner will be notified by email and/or telephone by Sponsor, and may (at Sponsor's discretion) be confirmed by postal mail, return receipt (the "Prize Notification"). In the event that any potential winner does not respond to such Prize Notification within three (3) days of the date of issuance or declines the prize for any reason, a disqualification will result, the prize will be forfeited and, at Sponsor's sole discretion and time permitting, an alternate potential winner may be chosen based on the judging criteria from among all remaining eligible Submissions received as of the applicable Submission Period end date. Each potential winner may be required to submit their valid social security number and/or other identification to Sponsor and each potential winner and, if the Submission was not a self-nomination, the Nominee nominated by such potential winner's Submission, may be required to execute, have notarized and return an Affidavit of Eligibility and Release of Liability, and, unless prohibited by law, Publicity,

within three (3) days of the date of issuance. Failure to submit any identification required by Sponsor or to return any required documents within the specified time period, the return of such documents, the prize (or any portion thereof) or Prize Notification as undeliverable, or noncompliance with these Official Rules may result in disqualification, prize forfeiture and, at Sponsor's sole discretion and time permitting, may cause an alternate potential winner to be chosen based on the judging criteria from among all remaining eligible Submissions received as of the applicable Judging Date deadline.

13. **Contest Administration.** Sponsor will be responsible for resolving any disputes and rules violations that arise in connection with the Contest. Sponsor's computer will be the official clock of the Contest. All decisions by Sponsor regarding the Contest shall be final and binding in all respects.

14. **General Conditions.** By participating in the Contest, each Participant (a) accepts and agrees to be bound by these Official Rules, including all entry requirements, and Sponsor's Privacy Policy located at www.boulevard.com/privacy-policy; and (b) gives their express permission to be contacted by Sponsor and/or its representatives for Contest administration purposes. Sponsor, its parent, and its affiliated companies, licensees, sponsors, and advertising and promotional agencies, and each of their respective officers, directors, agents, employees, representatives, and contractors (collectively, the "Released Parties") are not responsible for late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, or garbled entries, transmissions, email, or mail; lost, interrupted, or unavailable network, cable, satellite, server, Internet Service Provider (ISP), wireless network, website, or other connections; availability, accessibility, miscommunications, or failures of computer, satellite, telephone, cable, or wireless transmissions or lines; computer hardware or software malfunctions, failures, or difficulties; printing, typographical, or other errors appearing within these Official Rules, in any Contest-related advertisements, or other materials; or any other errors, problems, or difficulties of any kind, whether human, mechanical, electronic, or other, relating to the Contest, including, without limitation, errors or difficulties which may occur in connection with administration of the Contest, processing of entries, announcement of the winners, or any Contest-related materials. Persons who tamper with or abuse any aspect of the Contest or website; attempt to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices; intend to annoy, abuse, threaten, or harass any other entrant or any representative of Sponsor; or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void.

Sponsor shall have the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the Contest and to resolve all disputes in its sole discretion. Released Parties (a) make no warranty, guaranty, or representation of any kind concerning any prize (or any portion thereof) and (b) disclaim any implied warranty. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor reserves the right, in its sole discretion, to modify, suspend, extend, or cancel the Contest (or any portion thereof) in the event Sponsor is prevented from executing the Contest as contemplated herein by any event beyond Sponsor's control, including but not limited to: fire; flood; earthquake; explosion; public health epidemic or crisis; labor dispute or strike; act of God or public enemy; network or equipment failure; riot or civil disturbance; terrorist threat or activity; war (declared or undeclared); court order; or federal, state, or local government law, order, or regulation. Sponsor also reserves the right, in its sole discretion, to modify, suspend, extend, or cancel the Contest (or any portion thereof) should virus, bugs, unauthorized human intervention, or other causes or events corrupt administration, security, fairness, integrity, or proper operation of the Contest. In the event of cancellation, Sponsor may elect to identify the winners and award the prizes by judging all non-suspect, eligible entries received up to the time of cancellation. Sponsor also reserves the right, in its sole discretion, to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Contest.

15. **Arbitration; Class Action Waiver.** As a condition of entering this Contest, each Participant agrees that (a) any and all disputes, claims, controversies, or causes of action arising out of or relating to this Contest or any prizes awarded (each, a “Claim”) shall be (i) arbitrated on an individual basis only and shall not be consolidated or joined with or in any arbitration or other proceeding involving a Claim of any other party and (ii) settled by binding arbitration in Jackson County, Missouri before a single arbitrator appointed by JAMS in accordance with its then governing rules and procedures, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof; and (b) under no circumstance will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses. These Official Rules shall be governed by and construed and interpreted in accordance with the laws of the State of Missouri applicable to contracts entered into and performed exclusively in that State.

16. **Winner List.** For a listing of the prize winners, send a self-addressed, stamped envelope to: **Boulevard Brewing Co. Wheat the People Winner List Request**, 2501 Southwest Boulevard, Kansas City, Missouri 64108, on or after December 31, 2023.

17. **Sponsor:** Boulevard Brewing Company, 2501 Southwest Boulevard, Kansas City, Missouri 64108. Tel. (816) 474-7095. All questions, comments, or complaints regarding this Contest should be directed solely to Sponsor.