

Calling all Fiercely Independent™ Photographers...

Straub Brewery is opening their annual Wildlife Calendar to professional and amateur photographers across Pennsylvania. We need your help capturing the beauty of Pennsylvania's wildlife!

Must be 21 or over to participate. No purchase necessary. Straub Brewery assumes and requires that all entries are original and are the works and property of the entrant, with all rights for reproduction granted therein. Artwork that contains inappropriate materials, unauthorized photographs of people and children, and other logos/trademarks will be disqualified. Please see full list of rules below.

The winning photographs will be produced and utilized in the 2020 Straub Wildlife Calendar and be distributed to industry partners and customers of Straub Brewery Inc. in October/November 2019.

OFFICIAL RULES - NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.

TIMING: The "Straub 2020 Wildlife Calendar Contest begins on Wednesday, July 10, 2019 at 9:00 am. (all times are Eastern Time) and ends on Sunday, August 11, 2019 at 11:59 p.m. ("Contest Period"). At the end of the Contest Period, submitted calendar photographs will be judged and one Grand Prize winner will be featured on the front cover of the calendar. Another 12 winners will be featured on the inside of the calendar 1 winning photograph per month of the year. Names of photographers will be printed next to their pictures in the calendar.

ELIGIBILITY: Contest is open only to legal residents in Pennsylvania, who are 21 years of age or older as of the date of entry. Officers, directors, employees, and affiliates of Straub Brewery, Inc. ("Sponsor") are not eligible to participate. All federal, state, and local laws and regulations apply.

HOW TO ENTER: To enter, please submit no more than 3 individual PA Wildlife themed photographs in a jpeg format (300dpi) to gasselman@straubbeer.com. **Please include your First and Last Name and description of photo in the files you submit.** Entry must be produced in English and must be the sole original work of the contestant. All participants must be 21 years of age or older. If you upload an image containing the likeness of anyone other than yourself, you must have prior documented permission from that person; if that person objects to the Sponsor, Sponsor has the right to disqualify entrant.

Entries may not include: (a) profanity, nudity or material deemed inappropriate or offensive to the judges; (b) false or defamatory statements about any person or any third party; (c) third party trademarks which suggest affiliation with any trademark owner without permission of such owner or that dilute the value of any trademark; (d) obscene, indecent, violent, sexually explicit, abusive, discriminatory, racially inflammatory or other morally or legally objectionable depictions of material, all to be determined solely by the opinion of the judges and/or the Sponsor. If an entry includes any of the prohibited elements listed above, the entry may be disqualified, along with the contestant who

submitted it. Entrant should be appropriate to the Straub Brewery, Inc. brand image. Entry may not have earned a prize in a previous contest or competition held by Sponsor. Sponsor reserves the right to modify or reject any entry, in its sole and absolute discretion, that does not meet the above criteria. Once submitted, an entry cannot be modified except by Sponsor. BY SUBMITTING AN ENTRY, CONTESTANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ON SPONSOR'S WEBSITE, DISPLAYED IN SPONSOR'S PROMOTIONAL ACTIVITIES, AND EDITED, IN SPONSOR'S DISCRETION REGARDLESS OF WHETHER THAT ENTRY IS ADJUDGED A WINNER.

USE OF ENTRIES: Entries become the property of Straub Brewery, Inc. and none will be returned or acknowledged except as provided herein. Submission of an entry grants Sponsor and its agents an unlimited, worldwide, perpetual, royalty-free license and right to publish, use, edit, adapt, modify and/or publicly perform the entry in any way, in commerce and in any and all media worldwide now known or hereinafter developed, without limitation and without notice or consideration of the contestant. By submitting an entry, each contestant in the Contest further agrees that his/her entry constitutes an assignment of all rights, including but not limited to intellectual property rights, and title in and to such entry and the photograph therein to Sponsor. Sponsor may require contestants to execute documents to confirm this transfer of rights. Failure to do so may result in disqualification.

JUDGING: All entries will be judged by a panel of judges comprised of creative professionals based on the following criteria: a.) originality b.) creativity c.) appropriateness to Contest Theme, and d.) public appeal as determined by public comments received. In the event of a tie, an additional judge will be added to the panel. Decisions of the judges and Sponsor shall be final in all matters related to this Contest.

PRIZES: One (1) Grand Prize Winner will receive Bragging Rights, of course! And be featured on the front cover of the calendar! (12) other winning entries will be chosen for a month on the calendar that best represents their photograph.

WINNER VALIDATION: The selected artist's photographs will be determined on or about 8/13/18. Winners will be determined by in-house judging panel, whose decisions are final on all aspects of the Contest. Potential winners will be notified by e-mail, and required to complete an Affidavit of Eligibility and Liability/Publicity Release ("Affidavit") that must be returned via email, fax or mail **within four (4) days** of the date and time of notification or prize will be forfeited and a runner-up will be determined to be the winner. Please allow two days after verification of winner eligibility for acknowledgement and notice. You are not a certified winner until your eligibility is verified and you receive official notification from the judging organization.

GENERAL TERMS: By participating in the Straub 2018 Calendar Contest, contestants warrant and represent that none of the material submitted or posted infringes upon or otherwise violates the copyright, trademark, privacy, publicity or other intellectual or proprietary rights of any person or entity and that they have fully complied with the Official Rules. Prize acceptance constitutes permission (except where prohibited) to use winner's name, likeness and entry (in whole or in part) for publicity purposes in all forms

of media including the worldwide Internet without additional compensation, notification or permission. **CONTESTANTS AGREE TO BE BOUND BY THE OFFICIAL RULES AND THE DECISIONS OF THE JUDGES AND TO RELEASE AND HOLD HARMLESS SPONSOR, ITS RELATED COMPANIES, DISTRIBUTORS AND RETAILERS OF STRAUB BREWERY, INC. PRODUCTS, AFFILIATES, ADVERTISING, PROMOTION, JUDGING AGENCIES, DIRECTORS, OFFICERS, PRIZE SUPPLIERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, COSTS, INJURIES, LOSSES OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH PARTICIPATION IN THE CONTEST, OR THE DOWNLOADING, ACCESSING OR SUBMISSION OF ENTRY MATERIALS.** By participating in the Contest, contestants agree that Sponsor shall have the right to use all personal information provided to Sponsor. Participants, by participating in this Contest, hereby waive and release, and agree to hold harmless the Sponsor, distributors and retailers of Straub products, affiliates, advertising and promotion agencies, and all of their respective officers, directors, employees, representatives and agents, from and against, any and all rights, claims and causes of action whatsoever that they may have, or which may arise, against any of them for any liability for any matter, cause of thing whatsoever, including but not limited to any injury, loss, damage, whether direct, compensatory, incidental or consequential, to person, including death and property, arising in whole or in part, directly or indirectly, from their acceptance, possession, use or misuse of a prize in the Contest, or their participation in the Contest, or their participation in any Contest or prize related activity, or any travel related to the Contest, or any travel for any prize related activity. Sponsor and its agents are not responsible for lost, late, misdirected, damaged, incomplete or illegible entries or Internet technical, hardware, software, telephone, or transmission failures of any kind, which may limit a person's ability to enter the Contest. Sponsor and its agents are not responsible for any injury or damage to contestants' or any other person's computer related to or resulting from entering or downloading any materials in the Contest. Sponsor reserves the right to cancel or suspend the Contest on the Internet should a computer virus, unauthorized intervention or other cause corrupt the integrity or proper conduct of the promotion. Sponsor reserves the right to disqualify any contestant found to be disrupting the operation of the Contest or its web site. If the integrity of the Internet portion of the Contest is compromised in any manner, Sponsor reserves the right to modify Contest and judge winners from valid entries received that are unaffected by the problem. In the event of a dispute as to the identity of any online contestant, contestant will be deemed the individual named on the online entry form.

SPONSOR: Straub Brewery, Inc. in St. Marys, Pennsylvania

I, (Print Name)_____ hereby state the photography I submitted for the 2020 Straub Wildlife Calendars are of my own creation and release said photography to Straub Brewery Inc. to be used in their 2020 Straub Wildlife Calendars; and I agree to all above contract terms.

Signature_____ Date:_____

Address:_____

City:_____ **State:**_____ **Zip:**_____

Phone:_____

Email:_____

Facebook:_____

Twitter:_____

Instagram:_____

Other:_____