



Krombacher

Krombacher Pourfection 2019 Contest

OFFICIAL RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE ENTRANT'S CHANCES OF WINNING. THIS CONTEST IS OPEN ONLY TO PERSONS WHO ARE LEGAL RESIDENTS OF THE FEDERAL STATES OF CALIFORNIA, FLORIDA, ILLINOIS, INDIANA, NEW YORK, OHIO PENNSYLVANIA AND WISCONSIN (UNITED STATES OF AMERICA) AND WHO ARE AT LEAST TWENTY-FIVE (25) YEARS OF AGE AT THE TIME OF ENTRY. VOID WHERE PROHIBITED BY LAW.

SPONSOR: The Sponsor of the Krombacher Pourfection 2019 Contest ("Contest") is **Krombacher International GmbH**, Hagerer Strasse 261, 57223 Kreuztal, Germany. Sponsor will conduct the Contest substantially as described in these Official Rules.

AGREEMENT TO OFFICIAL RULES: By participating in the Contest, entrant ("Entrant") fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor which are final and binding in all matters related to the Contest. Whether an Entrant receives a prize is contingent upon fulfilling all requirements set forth in these Official Rules. Failure to comply with these Official Rules may result in disqualification from the Contest.

ENTRY PERIOD: The Contest begins on January 01, 2019, at 00:00 a.m.local time and continues daily through February 28, 2019, at 11:59:59 p.m. local time. Sponsor's computer is the official time keeping device for this Contest. One winner ("Winner") will be notified by Sponsor on or about March 14, 2019 via a personal message on Facebook.

METHOD OF ENTRY: Enter via the separate Pourfection 2019 App via Facebook by creating an original video ("Submission") showing Entrant (i) pouring a Krombacher draft, bottle or can in any way or (ii) stating or describing in his or her own words what makes Krombacher such a special beer brand. Sponsor will judge Video Submissions according to the criteria described below in these Official Rules. To enter, Entrants must share their Video Submission using the hashtags #Krombacher and #Pourfection2019 on the [Krombacher International Facebook](#) page available on January 01, 2019. Any Video Submissions depicting lewd, inappropriate, drunken or illegal conduct, the consumption of beer in an excessive, irresponsible, involuntary, rapid, reckless or unsafe manner, persons lacking control over their behavior, movement, or speech or persons participating in drinking game, are subject to



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disqualification in Sponsor's sole discretion. No paid models or actors may be employed to appear in any Video Submission. Any persons appearing in a Video Submission must be 25 years of age or older and should reasonably appear to be 25 years of age.

Multiple entries are prohibited. Entrants may only enter once on Facebook. All entries and Video Submissions become the property of the Sponsor and none will be acknowledged or returned.

ELIGIBILITY: The Contest is open only to persons who are legal residents of the Federal States of California, Florida, Illinois, Indiana, New York, Ohio, Pennsylvania and Wisconsin (United States of America) who are twenty-five (25) years of age or older at the time of entry. Contest may only be entered from and in eligible jurisdictions. Sponsor, and each of its respective parent companies, affiliates, subsidiaries, successors, assigns, agents, representatives, officers, directors, and employees and any entity or its agents and employees involved in the development, production, implementation, administration, judging or fulfillment of the Contest including, without limitation, the immediate family members and/or those persons living in the same household of such individuals, are not eligible to participate. Employees of alcohol beverage wholesalers and distributors, and retailers their advertising/promotion agencies, their respective parent companies, affiliates, subsidiaries and agencies, are also not eligible to participate. In the event of a dispute about the identity of an Entrant, each entry will be declared made by the registered account holder of the Facebook profile submitted at time of entry. The registered account holder is deemed to be the natural person who is assigned the Facebook profile e-mail address by the relevant Internet service provider, online access provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted Facebook profile. With respect to any winning entry, Winner may be required to provide Sponsor with proof that the person is the registered account holder of the e-mail address associated with the winning entry.

PRIZES: Prize will be awarded at the end of the Contest and consists of:

Round trip coach airfare for one (1) person from major airport nearest Winner's home to the Krombacher brewery in Kreuztal, Germany, hotel accommodation (single occupancy) for four (4) days and three (3) nights, including breakfast and ground transportation in Germany. Total approximate Retail Value ("AVR"): US \$ 3.800,00.



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There will be only one main prize package awarded to one winner. Prize does not include any other item or expense not specifically described in these Official Rules, and all additional expenses including, without limitation, taxes, travel visa expenses, travel itinerary alterations (including food and beverages, telephone, in-room hotel services and taxes) and additional ground transportation, are the sole responsibility of Winner. Prize may not be transferred or assigned. Only listed Prize will be awarded and no substitutions or cash equivalents or redemption will be made, except that the Sponsor reserves the right to award a prize of equal or greater financial value if Prize (or any component thereof) becomes unavailable. Prize cannot be used in conjunction with any other promotion or offer. Winner agrees to accept Prize “as-is” and Entrants hereby acknowledge that the Sponsor has neither made nor is in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the prize, including express warranties (if any) provided exclusively by a prize supplier that are sent along with Prize.

Travel must be completed on April 29th, 2019. Sponsor will work with Winner to determine agreeable travel times.

By accepting the Prize, the Winner permits the Sponsor to proceed with the photography and recordings of any activities related to the Prize and waives, to the Sponsor, and its successors, assigns and licensees in all manner in perpetuity, all personal right and objections to any use of any photography or video recording containing the Winner’s image, or any recording containing the Winner’s voice in any order or manner, for any and all motion picture, radio and television purposes and for any type of performances accompanied by any narration and dialogue whatever or any type of participation in or involvement with the productions for the Sponsor and its subsidiaries and the publicity in connection therewith, and/or for any other trade and advertising purposes.

In addition to the main prize, there will also be runner-up prizes: Krombacher will be awarding a Krombacher USB stick to the first 100 entrants from the US.

SELECTION OF MAIN PRIZE WINNERS: JUDGING: By entering this Contest, Entrants agree that Sponsor, and its subsidiaries and affiliates and each of their representatives, employees, agents, and contractors as well as site users and the general public have the right to publicly or privately use, review, assess, evaluate, score, verify, and judge your entry in any manner they elect. Within fifteen (15) days following the conclusion of Entry Period, Sponsor will select a potential winner from among all eligible entries based on the following criteria: quality (25%), originality



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(25%), consistency with Sponsor's brand image (25%) and the number of Facebook "likes" received by Entrant's Video Submission (25%).

Interpretations by Sponsor on all matters relating to the Contest and these Official Rules are final and binding in all respects. Sponsor does not warrant that the judging will be 100% accurate or that mistakes in judging will not occur. By participating in said Contest, Entrants forfeit in perpetuity any and all rights to challenge awarding of prizes and all other mechanics of the Contest.

Potential winners will be contacted by Krombacher via a personal Facebook message and must meet all eligibility requirements. Potential winners shall be requested to reply to Krombacher, indicating their first and last name, age, and full address. Krombacher will then inform of the next steps. Return of a prize or prize notification as undeliverable, or inability of the Sponsor to contact a potential winner by personal Facebook message within twenty-four (24) hours of selection, may result in disqualification of such potential winner, and an alternate winner may be selected by the judging criteria noted above. Potential winners will be required to complete, sign, notarize and return an affidavit of eligibility/liability release and a publicity release, which must be returned, properly executed, within five (5) days of issuance of prize notification. If these documents are not returned properly executed, or are returned to Sponsor as undeliverable, or if any given prize winner does not otherwise comply with the Official Rules, the Prize will be forfeited and awarded to an alternate winner. In the event Winner declines the Prize or does not meet eligibility requirements, Sponsor may, at its discretion, select an alternate winner.

USE OF SUBMISSION & PUBLICITY: By participating in the Contest, Entrants hereby grant to Sponsor a royalty-free, irrevocable, worldwide, perpetual, fully transferable and sub-licensable right to reproduce, modify, make derivative works, display, distribute, perform and otherwise use the Submission, in any form, media or format, whether now known or hereafter developed, including, but not limited to, in print form, in digital form, on the Internet and in the advertising and promotion of Sponsor's products and services without further consideration. You acknowledge and agree that Sponsor is not obligated to use a Submission, and that if Sponsor does not use a Submission (whether or not Entrant is declared the winner of the Contest), you shall not be entitled to any credit, consideration, notice or payments of any kind. To the fullest extent permitted by law, you waive any moral rights you may have to the Submission. Except where prohibited by law or regulation, by submitting a Submission, Entrant grants the Sponsor permission to use Entrant's character, photograph, voice, biographical information, and likeness in connection with Sponsor's advertisements, promotional materials, publications, Web sites, and/or any



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other media, now or hereafter known, in perpetuity without further consideration or review by Entrant. Entrant consents to Sponsor's use of Entrant's Video Submission and waives any and all claims and/or rights to receive any royalties or other compensation for the Sponsor's use thereof, unless prohibited by law. Entrant agrees that this consent and release is given without coercion or duress; this agreement is binding upon Entrant's heirs and future legal representatives; and the consent is not limited to this Contest, and Entrant's name and Submission may be used in subsequent Sponsor media. Entrant's Submission, including any photographs or media, or other information electronically or physically mailed to Sponsor will not be returned to the Entrant and will become the sole and exclusive property of Sponsor.

WARRANTY OF TITLE: Entrant represents and warrants that he or she is the original creator of the Submission. Entrant will indemnify Sponsor from any third party claims of copyright or other intellectual property infringement.

WAIVER: Entrant waives any right to inspect, select, or approve Sponsor's use of Entrant's Submission. Entrant releases, discharges, and holds harmless Sponsor from any liability for alterations, distortions, or any other modifications, whether intentional or otherwise, of Entrant's Submission.

PRIVACY: Entry into this Contest may require Entrant to enter its email address, Facebook profile name, and certain other personal information. Entrants are informed that the personal data collection in connection with this Contest may be collected by the Sponsor's servers and computer systems, which are based in the United States and such collection will therefore be subject to applicable United States laws. Entrant may withdraw his or her personal data upon request; however, Entrant will be disqualified as an Entrant in this Contest if Entrant withdraws his or her personal data prior to the determination of the winner(s) and fulfillment of the prize(s). Entrants agree that the Sponsor may disclose to third parties all personal information and Submissions obtained from Entrants and use such information for marketing and other purposes. By entering the Contest, Entrants agree to receive email newsletters, updates, and/or other promotional communications periodically from Sponsor. Entrants can opt-out of receiving communications at any time by clicking the unsubscribe link in the email newsletter.

RELEASE: BY PARTICIPATING, ENTRANTS (A) RELEASE SPONSOR, FACEBOOK, AND EACH OF THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, SUCCESSORS, ASSIGNS, AGENTS, REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, ADVERTISING/PROMOTION AGENCIES AND PRIZE SUPPLIERS



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(COLLECTIVELY, THE "RELEASED PARTIES"), FROM ANY AND ALL LIABILITY FOR ANY CLAIMS, COSTS, INJURIES, LOSSES OR DAMAGES OF ANY KIND CAUSED BY PARTICIPATION IN THE CONTEST, INCLUDING, BUT NOT LIMITED TO, RIGHT OF PUBLICITY, PERSONAL INJURY, DEATH, DAMAGE TO OR LOSS OF PROPERTY, AND/OR THE UNAUTHORIZED OR ILLEGAL ACCESS TO PERSONALLY IDENTIFIABLE OR SENSITIVE INFORMATION, ARISING OUT OF PARTICIPATION IN THIS CONTEST OR RECEIPT, POSSESSION, USE, MISUSE, OR NONUSE OF ANY PRIZE THAT MAY BE AWARDED; AND (B) ACKNOWLEDGE THAT THE RELEASED PARTIES HAVE NEITHER MADE NOR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO A PRIZE INCLUDING, WITHOUT LIMITATION, THE PRIZE QUALITY OR AVAILABILITY.

LIMITATION OF LIABILITY: NEITHER SPONSOR, NOR ANY SERVICE PROVIDERS OR RELEASED PARTIES ARE RESPONSIBLE FOR INCORRECT OR INACCURATE TRANSCRIPTION OF ENTRY INFORMATION, OR FOR ANY HUMAN OR OTHER ERROR, TECHNICAL MALFUNCTIONS, LOST/DELAYED DATA OR VOICE TRANSMISSION, OMISSION, INTERRUPTION, DELETION, DEFECT, LINE FAILURES OF ANY TELEPHONE NETWORK, COMPUTER EQUIPMENT, SOFTWARE, INABILITY TO ACCESS ANY ONLINE SERVICE OR WEBSITE OR TO COMPLETE A TELEPHONE CALL OR FACSIMILE TRANSACTION, OR ANY OTHER ERROR OR MALFUNCTION, OR LATE, LOST OR MISDIRECTED MAIL, OR ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM ENTRANT'S PARTICIPATION IN THE CONTEST OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. SPONSOR AND RELEASED PARTIES ARE NOT RESPONSIBLE FOR ANY UNAUTHORIZED THIRD PARTY USE OF ANY VIDEO SUBMISSION. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW. SPONSOR IS NOT RESPONSIBLE FOR ANY INJURIES THAT MAY OCCUR DURING THE COMPLETION OF PRIZING, INCLUDING BUT NOT LIMITED TO DEATH.



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GENERAL CONDITIONS: Sponsor reserves the right to cancel, suspend, amend and/or modify the Contest, or any part of it. The Contest is void where prohibited by law and is governed by the laws of the State of Florida. Any automated receipt (such as one confirming delivery of e-mail) does not constitute proof of actual receipt by the Sponsor of an entry for purposes of these Official Rules. Any individual who attempts or otherwise encourages, directly or indirectly, entries using false contact information under multiple identities, or uses any device or artifice to enter or encourage, directly or indirectly, false entries, as determined by the Sponsor, will be disqualified. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Contest is not capable of being executed as planned, or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of Entrants, technical failures or any other causes which Sponsor believes, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, the Sponsor reserves the right at their sole discretion to disqualify any suspect entry or Entrant and to cancel, terminate, modify or suspend the Contest. In the event of any cancellation, termination or suspension, the determination of the winners will be made, from among all eligible, non-suspect entries received as of the date of the termination, cancellation or suspension, as the Sponsor determines in their sole discretion. Entries not complying with all rules are subject to disqualification.

DISPUTES: Entrants agree that (a) any and all disputes, claims and causes of action arising out of, or connected with, the Contest for prize awarded shall be resolved individually, without resort to any form of class action, and exclusively in the appropriate court in the State of Florida, County of Sarasota; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to, claim punitive, incidental and consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than State of Florida.



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OFFICIAL RULES: For a copy of the Official Rules, go to pourfection.krombacher.com. Entrants are hereby authorized to copy these official rules on the condition that it will be for their personal use and not for any commercial purpose whatsoever.

WINNER'S LIST: A winner's list will be made available within twenty-one (22) days after the close of the Contest. For a winners list, go to the Krombacher International Facebook page.

MISCELLANEOUS: The names of individuals, groups, companies, products and services mentioned herein, and any corresponding likenesses, logos and images thereof reproduced herein, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any individual, group or Sponsor, or the inclusion of a product or service as a prize, does not imply any association with or endorsement by such individual, group or Sponsor or the manufacturer or distributor of such product or service and, except as otherwise indicated no association or endorsement is intended or should be inferred.

FACEBOOK: This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook. Your use of Facebook to enter the Contest is governed by the Facebook terms of use provided at <http://www.facebook.com/terms.php>. You understand that you are providing your information to Sponsor and not to Facebook. The information you provide will only be used to contact you if you are a potential winner and otherwise in accordance with these Official Rules and with Sponsor's privacy policies.

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For questions please contact digital@krombacher.com.