

THE RIDE WITH PRIMO PHOTO CONTEST

OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU MUST HAVE INTERNET ACCESS TO ENTER. VOID OUTSIDE OF CALIFORNIA AND HAWAII AND WHERE PROHIBITED BY LAW.

1. **PROMOTION DESCRIPTION:** The Ride With Primo Photo Contest ("Contest") begins on October 1, 2015 at 12:00:00 AM Pacific Time ("PT") and ends on December 31, 2015 at 11:59:59 PM (PT) ("Promotion Period"). The Contest requires eligible entrants to submit an original photograph that fulfills the criteria outlined in Section 3 below, during the Promotion Period (the "Entry"). Prize winners will be selected from among the eligible entries via judging by the Sponsor, as further described in Section 4 below. Entry in the Contest does not constitute entry into any other promotion, contest or contest. By participating in the Contest, each entrant unconditionally accepts and agrees to comply with, abide by, and be bound by these Official Rules and the decisions of Primo Malting and Brewing Co., 10635 Santa Monica Blvd., Ste. 350, Los Angeles, CA 90025 ("Sponsor"), which shall be final and binding in all respects.
2. **ELIGIBILITY:** Open only to legal residents of California or Hawaii who are twenty-one (21) years of age or older at time of entry. Employees of Primo Malting and Brewing Co., its parent company, affiliates, subsidiaries, prize suppliers, advertising and promotion agencies ("Promotion Entities") and wholesalers, suppliers, distributors and retailers of alcoholic beverage licensees (collectively, "Licensees") and immediate family members (spouses, parents, children, siblings, and their spouses) and/or individuals living in the same household as employees of Promotion Entities and Licensees are not eligible to participate. Void outside of California and Hawaii and where prohibited by law.
3. **HOW TO ENTER:** There is one method of entry: Online. No other method of entry will be accepted. To enter the Contest during the Promotion Period, follow @PrimoHawaii on Instagram or Twitter and then post your best surfing photo, as created by you (the Entrant) that includes the hashtag "#RIDEWITHPRIMO" and includes the handle "@PrimoHawaii" to Instagram or Twitter. Entry will not be valid if both "#RIDEWITHPRIMO" and "@PrimoHawaii" are not included in the post.

Contest registration and entry into the Contest are free. Entries submitted in this Contest should not already appear on any other promotional website or otherwise have been previously published in any media including books, magazines or other publications; and cannot have been entered into any other promotion. Entrants must have sole ownership rights of the Entry. By submitting an Entry, Entrant warrants and represents that he/she consents to the use of the Entry in the Contest, to its posting on the Internet in connection with the Contest, and that Entrant has permission from any other person identifiable in the Entry to be included in such

Entry. If applicable, Entrants must complete all data requested on the online entry form.

All Entries must be received by December 31, 2015 at 11:59:59 PM (PT). Incomplete Entries are void. Limit one (1) Entry per person, per day, but each Entry must be significantly different from previously submitted Entries. For purposes of this Contest, a “day” is defined as any consecutive twenty-four (24) hour time period during the Promotion Period starting at 12:00:00 AM (PT) and ending at 11:59:59 PM (PT). All Entries become the property of Sponsor and will not be acknowledged or returned.

In the event of a dispute regarding any Entry, such Entry will be deemed to have been submitted by the Authorized Account Holder of the email address submitted at the time of Entry, provided that person meets all eligibility requirements set forth in these Official Rules. “Authorized Account Holder” means the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Entrants may not participate with multiple e-mail addresses, multiple Instagram accounts, or multiple Twitter accounts, nor may Entrants use any device or artifice to enter multiple times as multiple Entrants. Any Entrant who attempts to enter with multiple e-mail addresses, under multiple Instagram accounts, under multiple Twitter accounts, under multiple identities or uses any other device or artifice to enter multiple Entries will be disqualified from participation in the Contest and all Entries submitted by that Entrant will be void. Only fully completed Entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for any change of mailing address, email address, and/or telephone number of Entrants.

All Entries must be original works, never been previously published or won an award, must not infringe on any third party rights, must not infringe on the publicity rights of others, and may not include content which is offensive, violent, derogatory, sexually suggestive, obscene, defamatory, or contain explicit language or imagery or is otherwise unlawful or inappropriate for publication. All related decisions regarding appropriateness of an Entry are at the sole discretion of Sponsor.

By entering the Contest, the Entrant gives the Sponsor and its partners the right to use, edit, or publish the Entry in any form, manner, or media and for any commercial or non-commercial purpose, without further compensation and winner irrevocably assigns and transfers all rights, title and interest in the submission to the Sponsor, and, if required, will sign any documents necessary to transfer copyright and rights of publicity. Winner may have to certify that their Entry was original and produced by the entrant and no other person or entity holds rights to Entry.

4. JUDGING PHASE: Winning Entries will be selected according to the following schedule: October Prize winners will be selected on or about October 31, 2015; November Prize winners will be selected on or about November 30, 2015;

December Longboard Prize winner will be selected on or about December 31, 2015. December Performance Prize winner will be selected on or about December 31, 2015. All winning entries in all prize categories will be selected from among all eligible Entries received by Sponsor, whose decisions are final and binding. Winning Entries will be selected at Sponsor's offices at 10635 Santa Monica Blvd., Ste. 350, Los Angeles, CA 90025. Sponsor will judge the Entries based on the following judging criteria: Overall creativity and artistic expression (50%); originality (25%); and ability to capture the essence of the Primo brand (25%). Winning Entries will be selected according to the criteria above solely by Sponsor and at Sponsor's sole discretion; Sponsor has final say in selecting the winners.

Winners will be notified by phone, mail, overnight courier, and/or email at Sponsor's discretion. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within seventy-two (72) hours of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. Sponsor, in its sole discretion, will attempt to contact up to three (3) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such potential prize winner will be disqualified and an alternate prize winner may be selected.

5. PRIZES/APPROXIMATE RETAIL VALUES (ARV)/ODDS: Five (5) October Prizes will be awarded – Each October Prize winner will receive a custom Primo surfboard tail pad (ARV \$35). Five (5) November Prizes will be awarded – Each November Prize winner will receive a custom Primo skateboard (ARV \$150). One (1) December Longboard Prize will be awarded – December Longboard Prize winner will receive a custom Primo longboard (ARV \$700). One (1) December Performance Prize will be awarded – December Performance Prize winner will receive a custom Primo performance surfboard (ARV \$500). Total ARV of all prizes \$2125. Odds of winning depend on total number of eligible entries received for the Promotion Period. All applicable federal, state, and local taxes, fees and surcharges on prizes are the sole responsibility of the prize winners. Where applicable, winners will receive a 1099 tax form for the actual retail value of the prize won.
6. GENERAL: Potential Prize winners may be required to sign and return a notarized Affidavit of Eligibility/Liability Release including the recording of their social security number (for tax reporting purposes – as required by law) and, where permitted by law, Publicity Release within ten (10) days after first notification attempt. If prize notification or prize is returned as non-deliverable, prize may be forfeited and an alternate winner may be selected provided there is sufficient time remaining to award the prize. No correspondence will be acknowledged. No cash equivalents, substitutions or transfer of prize permitted except that Sponsor reserves the right to

substitute a prize of equal or greater value in the event that an offered prize is unavailable. Prize cannot be used in conjunction with any other promotion. This Contest is governed by the laws of the United States and is subject to all applicable federal, state, and local laws and regulations. Promotion Entities will have no liability whatsoever for any injuries, losses or damages of any kind caused by any prize or resulting from acceptance, possession, use and/or misuse of any prize or participation in the Contest or any prize-related activities. Acceptance of a prize shall be construed as and signify the winner's agreement and consent that the Promotion Entities and Licensees may use the winner's name, image, voice, likeness and/or prize information, without limitation, for promotional purposes without further consideration, review, approval or payment, unless prohibited by law. Winners also grant the Promotion Entities and Licensees the right to use and publish winners' names and states of residence online, in print, and in any other media in connection with the Contest. By participating in this Contest, entrants agree to be bound by the Official Rules and the decisions of Sponsor, which are final and binding in all respects. Sponsor is not responsible for any typographical or other error in the printing of the offer or in administration of the Contest

7. **LIMITATIONS AND RELEASES:** Any attempted form of entry into the Contest, other than the entry methods stated, is prohibited. Promotion Entities are not responsible for lost, late, misdirected, mutilated, or illegible entries or for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware, software, electronic, network, telephone or other communications malfunctions, errors or failures of any kind, errors in transmission, lost or unavailable network connections, telephone connections, wireless device connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture or entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed transmissions which may limit or restrict a participant's ability to enter the Contest, including any injury or damage to participant's or any other person's phone or computer, or other matter relating to or resulting from participating in this Contest or downloading any materials in the Contest. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest; and award the prizes via random drawing from among all eligible non-suspect entries received up to the action taken by the Sponsor provided a sufficient number of eligible entries have been received. Caution: Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent of the law.

By entering, Entrants release and hold harmless Sponsor, the Promotion Entities and Licensees, their respective parents, subsidiaries, affiliates, directors, officers, employees, attorneys, agents, and representatives, as well as Instagram and Twitter from any and all liability for any injuries, loss, claim, action, demand or damage of any kind arising from or in connection with the Contest, or any prize won, any misuse or malfunction of any prize, participation in any Contest related activity, or participation in the Contest. By submitting an Entry in the Contest, Entrant acknowledges that this promotion is in no way sponsored, endorsed or administered by, or associated with either Instagram or Twitter.

As a condition of participating in this Contest, entrant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Contest shall be resolved individually, without resort to any form of class action, exclusively, before a court of competent jurisdiction located in Milwaukee, WI, which court shall apply the laws of the state of Wisconsin without regard for rules of conflicts of law. In any such dispute, participant shall, under no circumstances, be entitled to claim punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (if any) associated with participating in the Contest, and participant hereby waives all rights to have damages multiplied or increased.

8. WINNER'S LIST: For names of winners, send a self-addressed, stamped envelope by January 7, 2016 to: The Ride With Primo Photo Contest, 10635 Santa Monica Blvd., Ste. 350, Los Angeles, CA 90025.

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