

**MICHELOB ULTRA® COURTSIDE  
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER FOR A CHANCE TO WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THE SWEEPSTAKES IS INTENDED FOR VIEWING IN THE FIFTY (50) UNITED STATES AND DISTRICT OF COLUMBIA ONLY AND WILL BE GOVERNED BY UNITED STATES LAW. VOID WHERE PROHIBITED.**

**1. ELIGIBILITY:**

The “Michelob ULTRA Courtside” (“Sweepstakes”) is open to legal residents of the fifty (50) United States and District of Columbia who are twenty-one (21) years of age or older at the time of entry. Employees, contractors, directors, officers and agents of Anheuser-Busch, LLC, its affiliates and subsidiaries; advertising and promotion agencies, wholesale distributors, retail licensees, other service agencies involved with the Sweepstakes, the NBA Entities (as defined below) and members of their immediate family (spouse, parent, child and sibling) are not eligible to enter or win. The Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s and Administrator’s decisions which are final and binding in all matters related to this Sweepstakes. Winning the prize is contingent upon fulfilling all requirements as set forth herein.

**2. SWEEPSTAKES PERIOD:**

Sweepstakes begins at 12:00:00 p.m. Eastern Daylight Time (“EDT”) on July 30, 2020 and ends at 11:59:59 p.m. EDT on September 26, 2020 (“Sweepstakes Period”). The Sweepstakes Period is divided into five (5) entry periods (each an “Entry Period”) as defined in the chart below. Administrator’s designated computer is the official time-keeping device for this Sweepstakes.

<b>Entry Period</b>	<b>Start Date/Time</b>	<b>End Date/Time</b>	<b>Drawing Date</b>
1	07/30/20; 12:00:00 p.m. EDT	08/05/20; 11:59:59 p.m. EDT	08/06/20
2	08/06/20; 12:00:00 a.m. EDT	08/13/20; 11:59:59 p.m. EDT	08/14/20
3	08/14/20; 12:00:00 a.m. EDT	08/27/20; 11:59:59 p.m. EDT	08/28/20
4	08/28/20; 12:00:00 a.m. EDT	09/10/20; 11:59:59 p.m. EDT	09/11/20
5	09/11/20; 12:00:00 a.m. EDT	09/26/20; 11:59:59 p.m. EDT	09/27/20

### **3. HOW TO ENTER:**

Internet: Visit [www.ultracourtside.com](http://www.ultracourtside.com) (“Website”) during the Sweepstakes Period and follow the online instructions to complete and submit the online entry form and upload a photo that includes the Michelob ULTRA red ribbon (“Entry”).

Limit one (1) Entry per person per day. A “day” is defined as a twenty-four (24) hour period that begins at 12:00:00 a.m. EDT and ends on the same day at 11:59:59 p.m. EDT.

If entering with a mobile phone or other web-enabled device and using your wireless carrier’s network, standard data charges from your wireless carrier may apply. Check with your wireless service provider for details on these and any other applicable charges. Entrants are solely responsible for any such wireless charges.

All Entries must be received and recorded during the Sweepstakes Period. No other forms of Entry are valid. See Appendix A for additional Entry Guidelines & Prohibited Content. Entry must comply with these Official Rules. Sponsor reserves the right, but not the obligation, to review any Entry for violation of these Official Rules and may, at its sole discretion, reject, delete, or otherwise exclude an Entry for any reason, including without limitation, if the Entry contains any Prohibited Content (as defined in Appendix A) or any other commentary or material which Sponsor, in its sole discretion deems inappropriate.

### **4. SWEEPSTAKES DRAWING:**

Entry Period 1: Sixty-four (64) potential winners will be selected in a random drawing to be held on or about August 6, 2020 from among all eligible Entries received by Administrator, whose decisions are final in all matters relating to the Sweepstakes Drawing. Odds of winning depend on the number of eligible Entries received for Entry Period 1. Non-winning Entries from Entry Period 1 will carry forward to the Entry Period 2 random drawing. See Rule #6 for prize details.

Entry Period 2: Thirty-two (32) potential winners will be selected in a random drawing to be held on or about August 14, 2020 from among all eligible Entries received by Administrator, whose decisions are final in all matters relating to the Sweepstakes Drawing. Odds of winning depend on the number of eligible Entries received for Entry Period 2. Non-winning Entries from Entry Period 2 will carry forward to the Entry Period 3 random drawing. See Rule #6 for prize details.

Entry Period 3: Sixteen (16) potential winners will be selected in a random drawing to be held on or about August 28, 2020 from among all eligible Entries received by Administrator, whose decisions are final in all matters relating to the Sweepstakes Drawing. Odds of winning depend on the number of eligible Entries received for Entry

Period 3. Non-winning Entries from Entry Period 3 will carry forward to the Entry Period 4 random drawing. See Rule #6 for prize details.

Entry Period 4: Eight (8) potential winners will be selected in a random drawing to be held on or about September 11, 2020 from among all eligible Entries received by Administrator, whose decisions are final in all matters relating to the Sweepstakes Drawing. Odds of winning depend on the number of eligible Entries received for Entry Period 4. Non-winning Entries from Entry Period 4 will carry forward to the Entry Period 5 random drawing. See Rule #6 for prize details.

Entry Period 5: Four (4) potential winners will be selected in a random drawing to be held on or about September 27, 2020 from among all eligible Entries received by Administrator, whose decisions are final in all matters relating to this Sweepstakes Drawing. Odds of winning depend on the number of eligible Entries received for Entry Period 5. See Rule #6 for prize details.

## **5. WINNER NOTIFICATION:**

All prizes will be awarded (time permitting for Experience). Potential winners will be notified by email. Potential winner may be required to complete, sign and return an affidavit of eligibility and liability and, unless prohibited by law, publicity release to Sponsor or Sponsor's representative within forty-eight (48) hours of prize acceptance. Subject to verification of eligibility and compliance with the terms of these Official Rules, including verification that the winner is twenty-one (21) years of age or older, the potential winner will be declared an official winner of the Sweepstakes. If Sponsor cannot verify that the potential winner is twenty-one (21) years of age or older prior to winner notification, then the potential winner will be disqualified. Any prize notification or prize returned to the Sponsor or its agencies as undeliverable will result in disqualification. Released Parties are not responsible for suspended or discontinued Internet, wireless, or land-line phone service or a change in an entrant's email, phone number or mailing address which may result in a potential winner not receiving initial prize notification or his/her prize information.

## **6. PRIZE DETAILS:**

Entry Period 1 (64 total): Each winner will receive a virtual "Michelob ULTRA Courtside Viewing Experience" for one (1) game during the regular season of the 2020 NBA season ("Experience").

Entry Period 2 (32 total): Each winner will receive a virtual "Michelob UTLRA Courtside Viewing Experience" for one (1) game during the first round of the 2020 NBA Playoffs (also an "Experience").

Entry Period 3 (16 total): Each winner will receive a virtual "Michelob UTLRA Courtside Viewing Experience" for one (1) game of the 2020 NBA Conference Semi-Finals (also an "Experience").

Entry Period 4 (8 total): Each winner will receive a virtual “Michelob UTLRA Courtside Viewing Experience” for one (1) game of the 2020 NBA Conference Finals (also an “Experience”).

Entry Period 5 (4 total): Each winner will receive a virtual “Michelob UTLRA Courtside Viewing Experience” for one (1) game of the 2020 NBA Finals (also an “Experience”)

For all Prizes:

Experience date to be determined by Sponsor, in Sponsor’s sole discretion, and subject to availability and change. If an Experience cannot be awarded for any reason, one (1) \$30.00 pre-paid card will be awarded in lieu of the Experience. Terms and conditions receive with pre-paid card apply. There is no approximate retail value associated with the Experience. Approximate Retail Value (“ARV”) of the pre-paid card is \$30.00. If winner cannot accept the prize as specified, the prize will be forfeited. Total ARV of all pre-paid cards is \$3,720.00.

Limit one (1) prize per person. Prizes are non-transferable and no cash equivalent or substitution of prize is offered, except at the sole discretion of Sponsor. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. Prize winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether it, in whole or in part, is used.

If Sponsor so elects, potential winner may be required to submit to a confidential background check. Such background check may include (but is not limited to) investigation of criminal, sexual offenses, or other arrest or conviction record, and any other factor deemed relevant by the Sponsor to help ensure that the potential winner will not bring the Sponsor or the NBA Entities (as defined below) into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Sponsor or the NBA Entities (as defined below). If requested, the potential winner agrees to sign waiver forms authorizing the release of personal and background information. In the event of noncompliance, to be determined at the sole discretion of Sponsor, prize will be forfeited and will be randomly awarded to an alternate winner (time permitting for Experience).

**7. LIMITATIONS OF LIABILITY AND RELEASE:**

Anheuser-Busch, LLC, Administrator, the NBA properties, Inc. the National Basketball Association (the “NBA”), and the NBA member teams (collectively, the “NBA Entities”) (collectively the “Released Parties”) and their respective affiliates, subsidiaries, and agencies are not responsible for lost, late, misdirected, unintelligible, returned or undelivered entries, telephone calls, text messages, email, or for lost,

interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website, or other connections availability, accessibility or traffic congestion, miscommunications, failed computer, network, telephone, satellite or cable hardware or software or lines, or technical failure, or jumbled, scrambled, delayed or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network. Persons who tamper with or abuse any aspect of this Sweepstakes or Website, or act in violation of the Official Rules, or act in any manner to threaten or abuse or harass any person, or violate Website's terms of service, as solely determined by the Sponsor or Administrator, will be disqualified. Released Parties are not responsible for any incorrect or inaccurate information whether caused by Website users, tampering, hacking, or by any of the programming or equipment associated with or used in this Sweepstakes, and assumes no responsibility for any errors, omission, deletion, interruption or delay in operation or transmission or communication line failure, theft or destruction or unauthorized website access. Any use of robotic, macro, automatic, programmed or like entry methods will void all such entries, and may subject that entrant to disqualification. Released Parties are not responsible for injury or damage to participant's or any other person's computer or property related to or resulting from participating in this Sweepstakes. Should any portion of Sweepstakes be, in the Sponsor's or Administrator's sole opinion, compromised by virus, worms, bugs, unauthorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair administration, security, fairness or proper play of this Sweepstakes, or submission of entries, Sponsor and Administrator reserve the right at their sole discretion to suspend, modify or terminate the Sweepstakes, and randomly select the winner from valid entries received prior to action taken, or otherwise as may be deemed fair and equitable by the Sponsor. In the event of a dispute regarding the identity of an online entrant, the authorized subscriber of the email account used to enter will be deemed to be the entrant, and must comply with these rules. The authorized account subscriber is the natural person who is assigned the email address by the ISP or other organization responsible for assigning email addresses. All materials submitted become the property of Anheuser-Busch, LLC and will not be returned. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU, AND THE FOREGOING PARAGRAPHS SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF SPONSOR OR ADMINISTRATOR'S NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

Entrants agree (a) that Sponsor and its parent, subsidiary and affiliated companies, and advertising and Sweepstakes agencies, and their respective officers, directors, employees, wholesale distributors, representatives and agents, will have no liability whatsoever for, and are released and shall be held harmless by entrants against, any liability, for any injuries, losses or damages of any kind, to persons, including death, or property, or rights of publicity or privacy, defamation, copyright infringement or portrayal in a false light resulting in whole or in part, directly or indirectly,

from acceptance, possession, misuse or use of the prize or participation in this Sweepstakes or in any Sweepstakes-related activity, and (b) winner, by acceptance of prize, except where legally prohibited, grants permission for Sponsor (and agrees to confirm such agreement in writing) and those acting pursuant to its authority to use his/her name, submitted biography, voice and/or likeness and prize information, and/or Entry (and assign the Entry, which may be altered, changed, modified, edited, used alone or with other works, as solely determined by Sponsor) for advertising, trade and Sweepstakes purposes without further compensation, at any times or time, in all media now known or hereafter discovered worldwide and on the Internet without notice or review or approval.

#### **8. PUBLICITY AND COPYRIGHT LICENSE:**

You grant Anheuser-Busch, LLC, Administrator, the NBA properties, Inc. the National Basketball Association (the "NBA"), and the NBA member teams (collectively, the "NBA Entities") (collectively the "Released Parties") and their respective affiliates, subsidiaries, and agencies an exclusive, worldwide, perpetual, irrevocable, unrestricted, royalty-free, sub-licensable and transferrable right and license to exploit your Submission (including, without limitation, your name and likeness and the names and likenesses of any and all persons in the Submission, and any intellectual property rights (e.g. copyright, trademark, etc.) contained in the Submission) in any media now or hereafter known, without any payment or other consideration of any kind, or permission or notification, to you or any third party, for any purpose, including, without limitation, your Submission and any person's property (physical, personal, intellectual property rights, and indicia) contained therein. The foregoing grant includes, without limitation, the right to reproduce, display, distribute, publicly perform, create derivative works of, alter, amend, broadcast, edit, publish, use, merchandise, license, sublicense, and adapt the Submission in any and all media now or hereafter known, throughout the world, for any purpose, whether commercial in nature or otherwise, including in contexts and circumstances that result in your Submission being associated with a particular Sponsor or Sponsors. Accordingly, you hereby waive any objection to, such use including without limitation, distribution, reproduction, creation of derivative works of, public performance, or display of your Submission, and any claim for compensation whatsoever in connection therewith. Such waiver shall include any claim for infringement of any so-called "Moral Right," "Droit Moral" or similar right or interest.

#### **9. DISPUTE RESOLUTION:**

You agree that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Sweepstakes or the Official Rules will be resolved in accordance with the provisions set forth in this Dispute Resolution section. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.

You agree that whenever you have a disagreement with Administrator or Sponsor arising out of, connected to, or in any way related to the Sweepstakes or the Official Rules, you will send a written notice to the Administrator (“Demand”). You agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Official Rules. You must send the Demand to the following address (the “Notice Address”): Legal Department, Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after you send a Demand. If the disagreement stated in the Demand is not resolved to your satisfaction within 10 business days after it is received, and you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association (the “Arbitrator”). THIS ARBITRATION PROVISION LIMITS THE ABILITY OF YOU, ADMINISTRATOR, AND SPONSOR TO LITIGATE CLAIMS IN COURT AND YOU, ADMINISTRATOR, AND SPONSOR EACH AGREE TO WAIVE YOUR RESPECTIVE RIGHTS TO A JURY TRIAL OR A STATE OR FEDERAL JUDGE. YOU AGREE THAT YOU WILL NOT FILE ANY LAWSUIT AGAINST ADMINISTRATOR OR SPONSOR IN ANY STATE OR FEDERAL COURT. For any such filing of a demand for arbitration, you must effect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the AAA Consumer Arbitration Rules effective September 1, 2014 (as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate.

YOU AGREE THAT YOU WILL NOT FILE A CLASS ACTION OR COLLECTIVE ACTION AGAINST ADMINISTRATOR OR SPONSOR, AND THAT YOU WILL NOT PARTICIPATE IN A CLASS ACTION OR COLLECTIVE ACTION AGAINST THEM. YOU AGREE THAT YOU WILL NOT JOIN YOUR CLAIMS TO THOSE OF ANY OTHER PERSON. Notwithstanding any other provision in the Official Rules, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances do you, Administrator, or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator and Sponsor agree that we will submit all disputes with you to arbitration before the Arbitrator.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant, Administrator, and Sponsor in connection with the Sweepstakes, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor, shall be governed by, and construed in accordance with, the laws of the State of Missouri

without giving effect to any choice of law or conflict of law rules. The place of arbitration shall be St. Louis, Missouri.

**10. PRIVACY POLICY:**

See Sponsor's privacy policy located at <http://www.michelobultra.com/privacy-policy.html> for details regarding the use of personal information collected in connection with this Sweepstakes. If you are verified as the prize winner, your first name, last initial, city and state will be included in a publicly-available winner's list.

**11. SPONSOR:**

Anheuser-Busch, LLC, One Busch Place, St. Louis, MO 63118.

**12. ADMINISTRATOR:**

Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**13. WINNER'S LIST:**

For a winner's list, visit <https://bit.ly/3hpteUZ>. The winner's list will be posted for sixty (60) days after winner confirmation is complete.

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## **APPENDIX A**

### **ENTRY GUIDELINES & PROHIBITED CONTENT:**

Entries must meet the following requirements:

- Entry cannot defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies or communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate.
- Sponsor shall have full right and power to copy, publish, broadcast, display, distribute, use, edit, translate, alter, combine with other material, reuse and adapt any or all portions of the Entry in any way and for any purpose whatsoever, at any time, now or in the future, in any media now known or hereafter devised throughout the World in any manner whatsoever and for any purpose.
- Entry cannot (a) be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, reference nudity or any materially dangerous activity; (b) promote the excessive or irresponsible consumption of alcohol, or promote illegal use of alcohol, drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous or any particular political agenda or message; (c) be obscene or offensive, endorse any form of hate or hate group; (d) contain an image of anyone under 21 years of age; (e) otherwise fails to comply with the Beer Institute Advertising and Marketing Code as made publicly available at the following online location: <http://www.beerinstitute.org/assets/uploads/BI-AdCode-5-2011.pdf>; (f) contain or reference trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind (other than Michelob ULTRA beer), without permission, or contain any personal identification, such as license plate numbers, personal names, email addresses or street addresses; (g) contain copyrighted materials owned by others without permission; (h) contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission; (i) refer to or depict any names, logos or readily recognizable features of a retailer of alcohol beverages (such as a grocery store, convenience store, restaurant, bar, or any other retail location that sells alcohol beverages); or (j) depict, and cannot itself be in, violation of any law.
- Each entrant warrants and represents that the Entry: (a) is your original work, (b) has not been previously published; (c) has not received previous awards; and (d) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity;
- Any entrant whose Entry includes likenesses of third parties or contains elements not owned by the entrant (such as, but not limited to, depictions of persons,

buildings, trademarks or logos) must be able to provide legal releases for such use including Sponsor's use of such Entry, in a form satisfactory to Sponsor, upon request, prior to award of prize and/or naming of entrant as a winner.

- Any Entry that, in the sole opinion of Sponsor, is not in accordance with the guidelines as stated herein or on the Website, or is deemed to be inappropriate for publication is ineligible.
- Incomplete, illegible, deceptive or garbled Entries are not eligible.
- Any such entrant will indemnify and hold harmless, Sponsor from any claims to the contrary.

By submitting an Entry, you agree that your Entry is gratuitous and made without restriction, that it will not place Sponsor under any obligation other than as stated in these Official Rules, that Sponsor is free to publish or otherwise disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your Entry, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you.

By participating, you acknowledge that your Entry may be posted on the Website, in Sponsor's sole discretion. Entries posted to the Website are not edited by Sponsor and are the views/opinions of the individual entrant and do not reflect the views of the Sponsor in any manner. By entering, you acknowledge that Sponsor has no obligation to use or post any Entry you submit.