

# Coors Light XP Program Application and Website Terms and Conditions

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# Coors Light XP Program Application and Website Terms and Conditions

## TERMS & CONDITIONS

By participating in the Coors Light XP Program (“Program”), clicking ACCEPT, downloading the Coors Light XP application, and/or visiting the Coors Light XP website(s), you agree to the following Terms and Conditions, including acknowledging you are twenty-one (21) years of age or older and a resident of the fifty (50) United States/D.C., and to be bound by these Terms and Conditions. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT SIGN UP FOR THE PROGRAM. THIS PROGRAM IS INTENDED FOR PARTICIPATION IN THE UNITED STATES or D.C. ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT PARTICIPATE IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES or D.C. AT THE TIME OF PARTICIPATION. VOID WHERE PROHIBITED.

Last updated date of these Terms and Conditions is September 27, 2017.

IMPORTANT! PLEASE CAREFULLY READ THESE TERMS AND CONDITIONS (“Terms”; also referred to on the Platform as “XP T&Cs”), AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. These Terms apply to the Coors Light XP application (“App”) and [www.CoorsLight.com/XP](http://www.CoorsLight.com/XP) and Program-related website(s) (“Websites”) (together, the “Platform”). The Platform is owned or controlled by MillerCoors LLC (“Company,” “we” or “us”). You agree to these Terms by clicking ACCEPT or accessing the Platform or using any of the Platform features, prizes or rewards as part of the Program. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THESE TERMS, DO NOT CLICK ACCEPT AND DO NOT USE THE PLATFORM.

In some instances, both these Terms and a separate document that provides additional conditions may apply to a feature offered via the Platform (“Additional Terms”). Additional Terms may include, without limitation, Official Rules (defined below) applicable to promotions accessible through the Platform (“Promotions”). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise. Please also review Coors Light’s Privacy Policy, available at <https://www.coorslight.com/legal/privacy>, for details of Company’s policy regarding the use of personal information collected via the Platform.

ARBITRATION NOTICE: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE “ARBITRATION; GOVERNING LAW; DISPUTES” PROVISION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND COMPANY (AS WELL AS CERTAIN OTHER PARTIES) WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU WAIVE YOUR RIGHT TO BRING OR RESOLVE ANY DISPUTE AS, OR PARTICIPATE IN, A CLASS, CONSOLIDATED, REPRESENTATIVE COLLECTIVE, OR PRIVATE ATTORNEY-GENERAL ACTION OR ARBITRATION.

### ELIGIBILITY

This Program is open only to legal residents of the 50 United States and the District of Columbia (“D.C.”) who are twenty-one (21) years of age or older. By using the Platform and/or participating in the Program, you represent that you are at least twenty-one (21) years of age or older and a legal United States resident physically residing in one of the fifty (50) United States or D.C.. The Platform is not for use by people under the age of twenty-one (21) or outside the 50 US/D.C. We may ask you to provide accurate registration information when signing up to create an Account (as defined below) in order to use the Platform or some of its features or services. If we believe that your information is incorrect or

incomplete, we may prevent you from accessing the Platform, terminate or suspend your Account or otherwise limit or restrict your use. Your use of the Platform is limited to non-commercial, personal use only. Certain portions of the Platform are restricted to select users. Officers, directors and employees of Company, partners providing prizes and offer items, and their parents, subsidiaries and affiliated companies, distributors, advertising, promotional and judging agencies, persons engaged in the development, production or distribution of materials for this Program (collectively, "Loyalty Program Parties") and the immediate family members (parent, child, sibling, and spouse of each) of and/or persons living in the same household as such individuals (whether related or not) are not eligible to participate in the Program. The Platform and the Program are also not available to employees, agents and officers of alcohol beverage retailers and distributors and their family members. No groups, clubs, newsletters or organizations may participate in this Program or use this Platform on behalf of the group, club or organization. Void where prohibited. Subject to all applicable federal, state, and local laws.

### **MARKETING MESSAGES**

Company may contact you with marketing messages, including messages related to Coors Light, our promotional partners, and in any manner permitted by law, e.g., in app notifications, SMS and MMS messages, automated phone calls, or emails. You represent that you have received, and are authorized to convey to us, the consent of any authorized users on your Account to be contacted by us as described in this Section.

### **PROGRAM PERIOD, MODIFICATIONS AND TERMINATION**

The Program begins upon launch of the Platform and may be terminated in accordance with the Terms set forth herein ("Program Period"). Company reserves the right to modify, change or add to these Terms at any time without prior notice ("Updated Terms"). You agree that we may notify you of the Updated Terms by making them available via the Platform, and that your use of the Platform after we have posted the Updated Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Updated Terms. Therefore, you should review these Terms before using the Platform. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to your use of the Platform from that point forward. Note that you may need to consent to our Updated Terms in order to continue to use the Platform and our services.

Company reserves the right to modify or terminate the Program at any time and in any manner, in whole or in part, as outlined in these Terms, even though such changes may prospectively affect the Program or the availability of redeemable merchandise. Company expressly reserves the right to establish additional means of accruing XP, to delete any or all of the currently recognized means of accruing XP, to exclude specific types of transactions therefrom or to make XP selectively available to certain participants based upon factors, including geographic location, in its sole discretion. Additionally, participation in the Program is offered at the discretion of Company and it reserves the right to modify these Terms, XP availability, benefits, conditions of participation, rules for issuing, redeeming, retaining, using or forfeiting XP or any other aspect of the Program, prospectively, in whole or part, at any time, with or without notice. If for any reason Company determines in its sole discretion that the Program or any aspect of the Program is no longer capable of running as planned or intended for any reason whatsoever (including, without limitation, any occurrences described in these Terms or any other causes which may corrupt or impair the integrity, security, fairness or proper conduct of the Program),

Company, at its sole discretion, reserves the right to cancel, terminate, suspend, postpone, delay or modify the Program in whole or in part, including without limitation, any means of earning XP, at any time. In the event Company so cancels or terminates the Program, all unredeemed XP outstanding at the time of such cancellation or termination shall be void.

If any part of these Terms is determined to be invalid or unenforceable for any reason under relevant law, then that part will be deemed replaced with a valid, enforceable provision that most closely matches the intent of the original provision, and the remaining Terms will continue in full force and effect. Company's failure to enforce strict performance of any part of these Terms does not waive any of its rights. We may assign our rights and duties under these Terms to any party at any time.

## **The Coors Light XP Program**

### **HOW TO SIGN UP:**

The Program and the Platform require registration and will ask you to provide information to participate, including to participate in Promotions (defined above). **To create a Coors Light XP Rewards account (an "Account"), and participate in the Program/Promotions, download the App or visit the Website(s) and follow the on-screen instructions to provide the information requested and accept these Terms during the Program Period. Limit one (1) Account per person/email address. Limit five (5) Accounts per household.** You cannot change your email address after creating an Account. Only the individual named as the primary account holder for the Account will accrue XP and will be entitled to access Account information. XP may not be combined from different Accounts for any purpose. Anyone found or suspected of, as determined by Company at its sole and reasonable discretion, attempting to use multiple/different identities, email addresses, IP addresses, account details, registrations, or logins, or otherwise attempting to obtain more than one (1) Account per person/email address may be ineligible for the Program; his/her Account(s) may be cancelled; and all corresponding XP may be void, in Company's sole and reasonable discretion.

The decision to provide this information is purely optional; however, if you elect not to provide such information, you may be denied the ability to participate in the Program/Promotions or otherwise utilize certain features of the Platform. When you provide information to the Platform, you agree to provide only true, accurate, current and complete information and to update it as necessary to maintain its truth and accuracy. You further agree that you will not impersonate a third-party in your communications with Company and that you will only submit information about yourself.

If you sign up with the Platform, you agree to accept responsibility for all activities that occur under your Account or password, if any, including without limitation any XP accrual, offer item redemption requests, and transactions undertaken through your Account (including with any stored payment card associated with your Account), and you agree you will not sell, transfer or assign your membership or any membership rights. You are responsible for maintaining the confidentiality of your password, if any, and for restricting access to your device so that others may not access the password-protected portion of the Platform using your name in whole or in part. You may not authorize any other user, person, or entity to use your Account or to access restricted or protected content or features available on the Platform. You must notify Company immediately of any breach of security or unauthorized use of your

Account. You further agree not to email, post, or otherwise disseminate any user ID, password, or other information which provides you access to the Platform. Company is not liable for any loss that you may incur as a result of someone else using your password or Account, either with or without your knowledge. Company shall not be responsible for any losses arising out of the loss or theft of user information transmitted from or stored on a computer or device or from unauthorized or fraudulent transactions associated with the Platform. Company reserves the right to terminate your Account or otherwise deny you access in its sole discretion without notice and without liability.

**Location-Based Services:** By using the Platform, you consent to Company's collection of your device's approximate geographic location for the purpose of determining whether you are in an appropriate location to participate in certain Company Promotions. These Terms serve as notice that the Platform may collect your location information and may share that information with certain third parties, including, without limitation, the Program administrator, the Platform developers (Prize Logic, LLC), partners providing prizes and offers, and fulfillment companies. Depending on your usage, you may not receive reminders or further notice concerning the collection of location information. You may disable collection of your device's approximate geographic location via your device settings. Doing so may negatively impact your ability to use the Platform.

#### **HOW TO EARN XP:**

During the Program Period, you may accrue experience points ("XP") to your Account through various predetermined methods, activities, and tasks as outlined on the Platform, including but not limited to, entering codes found on specially-marked Coors Light packages ("XP Codes"), while supplies last (where beer purchase is permitted; see below for a list of states where beer purchase is not required and how to obtain XP Codes without a beer purchase where permitted). Certain XP accrual methods are available only on the App, or only on the Website, as determined by Company in its sole discretion. The methods by which a user may accrue XP (as outlined in Appendix A, incorporated into these Terms by reference) may be modified, changed, or terminated from time to time, in the Company's sole and absolute discretion, without notice. Company's decisions regarding the amount of XP accumulated and available are final and binding in all respects. The Platform will list the number of XP required to redeem each specific offer item. You cannot redeem XP for an offer item unless you have accumulated the required number of XP in your Account. See Appendix A below for how to accrue XP.

**No beer purchase required for residents of** Alabama, Arkansas, Connecticut, Hawaii, Indiana, Kentucky, Louisiana, Maine, Minnesota, Missouri, New Jersey, North Carolina, Ohio, Oregon, South Dakota, Texas, Utah, Virginia, and West Virginia (the "No Purchase States") to receive XP Codes that can be redeemed for XP. In order to receive an XP Code without a beer purchase, residents of No Purchase States only may send their complete first and last name (no initials), mailing address (no PO Boxes), email address, telephone number, and date of birth on 3½ x 5 card to "Coors Light XP App, PO Box 410, Southfield, MI 48037". An XP Code will be emailed back to the user at the email address provided on the 3½ x 5 card. A resident of a No Purchase State may then use their XP Code to earn XP within the Platform. Only residents of No Purchase States are eligible to submit a XP Code request by mail. Each XP Code request must be in a separate postmarked outer envelope. No mechanical reproductions of XP Code requests allowed. Company is not responsible for lost, late, illegible, misdirected, mutilated, incomplete, or postage-due XP Code requests. XP Code requests submitted by mail become the property of Company and will not be returned. Limit ten (10) XP Code requests per day.

**For beer purchase and Mail-In methods of obtaining an XP Code, regardless of the method used to obtain the code (i.e., either via purchase or Mail-In), there is a limit of ten (10) XP Code entries per day.** See Appendix A for additional XP accrual methods and activity limits per day. For the purposes of the Program, a “day” begins at 12:00:00 a.m. Eastern Time (“ET”) and ends at 11:59:59 p.m. ET. Company will attempt to credit participants' Accounts with XP on a timely basis. However, each participant shall have the responsibility of ensuring that his or her XP is properly credited. Company assumes no liability for discrepancies, omissions, inconsistencies, or errors in the amount of XP accrued to an Account as reported via the Platform. Company reserves the right to invalidate XP from an Account if it determines that such XP was improperly credited to such Account or obtained fraudulently.

If you are having issues locating the XP Code in your package, entering your XP Code, or for any other customer support issues, please hit the “contact us” button on the corresponding Platform, found in the “My Account Section”, and follow the instructions to ask for assistance.

**COORS LIGHT XP LEVELS & HOW TO ACHIEVE/MAINTAIN XP LEVEL:**

The number of XP required to redeem an offer item may change from time to time, in the Company’s sole and absolute discretion, without notice. Various offer items will be available to you depending on the number of XP in your Account at any given time. There are three (3) XP levels:

Coors Light XP Levels (each a “Level”)	
Level	XP Needed to Achieve Level
Member	0-999 XP per year
VIP	1,000-3,999 XP per year
Elite	4,000+ XP per year

**Maintaining Level: Once you achieve a Level, you will stay at that Level for one (1) year.** For purposes of XP Levels, a “year” is the twelve-month period starting the day you sign up for your Account, unless you have already achieved a VIP or higher XP Level in which case a year will start the day you achieved the higher Level. **You must accrue the number of XP needed to achieve each respective Level each year or you will lose any Level achieved and start at the Level associated with the number of XP you accrued the previous year.** For example, if you accrue 4,000 XP during the first year, you will be Elite for the second year. If you accrue 500 XP during the second year, you will be a Member for the third year.

The types of offer items and rewards will vary by Level based on the number of XP in your Account. The maximum XP that a user can accrue is 425,050 per year. See Appendix A below for how to accrue XP.

**REDEEM XP FOR OFFER ITEMS / REWARDS**

Follow the instructions in the Platform to redeem XP for offer items (each a “reward”). Rewards will be available in limited numbers, are only available while supplies last, and are subject to availability. The App will list the number of XP required to redeem each specific reward. You cannot redeem XP for rewards unless you have accumulated the required corresponding number of XP in your Account. The number of XP required to redeem a reward may change from time to time in the Company’s sole discretion without notice. To redeem XP for a reward, log on to the App or the Website, locate the rewards page, select the reward you wish to redeem, and follow the instructions to redeem the respective reward. Information about each reward will be provided on the “Confirmation” page within

the App or Website, as applicable. Certain rewards are not available in all locations. Certain rewards are available for redemption only on the App or only on the Website, in Company’s sole discretion. All rewards are subject to terms and conditions set forth on the corresponding Platform and in these Terms. Additional Terms specific to each reward may also be provided with the actual reward. Once you redeem an offer item, the required number of XP for the selected offer item will be deducted from your Account. XP, once used, cannot be refunded, transferred or re-used. Rewards obtained through the Platform are not returnable, refundable, transferable or exchangeable. No substitutions of any kind (unless at Company’s sole discretion) are offered or permitted with respect to any reward.

**Reward Limit: You are limited to one (1) of each type of reward.**

**See below and Appendix B below for reward terms and conditions.**

**STATE-SPECIFIC TERMS/REQUIREMENTS**

As stated above, Company may add or remove offer items from the rewards catalog found on the App or website (“Rewards Page”), at any time, at its sole and absolute discretion. Please see the Rewards Page for the most up-to-date offer items and the XP/Level required to redeem. Notwithstanding the foregoing, some offer items within the Rewards Page may only be available based on geographic location.

Residents of California, Pennsylvania, and Texas who participate in an offer may be required to make a payment on their valid credit card to redeem an offer item (payment amount subject to state of residence and offer item value). “PL CLXP” will appear on the user’s credit card statement. Restrictions apply.

Certain offer items are not available to residents of Louisiana, Pennsylvania, Virginia and West Virginia. See below for more restrictions:

<b>State</b>	<b>Terms/Requirement</b>
California	Residents of California will be required to make a payment on their credit card. The payment amount will be approximately 10% of the value of the offer item being redeemed.
Louisiana	Certain digital items are not available to residents of Louisiana.
Pennsylvania	Residents of Pennsylvania will be required to make a payment on their credit card for any Reward valued between \$15-\$349.99. Residents of Pennsylvania are not eligible to redeem rewards valued \$350.00 or more. The payment amount will be approximately 10% of the value of the offer item being redeemed.
Texas	Residents of Texas will be required to make a payment on their credit card. The payment

	amount will be approximately 10% of the value of the offer item being redeemed.
Virginia	Residents of Virginia may not redeem offer items valued at more than \$10.
West Virginia	Residents of West Virginia may not redeem offer items valued at more than \$25.

**ACCOUNT AND XP VERIFICATION**

All Accounts, offer item redemptions, XP Codes and/or XP earned/used are subject to verification at the sole discretion of Company, including without limitation for eligibility and compliance with these Terms. Anti-fraud detection devices may be used for verification purposes. XP and offer item redemptions will be void if they fail to pass anti-fraud detection measures, if they are found to be unauthorized, illegitimately obtained, or if they contain an unauthorized message, XP Code or other marking not issued by Company for use in this Program, or if they are defective, produced in error, illegible, or unreadable. XP is null and void and will be rejected/removed from the participant’s Account if not obtained through authorized, legitimate channels. No reward redemption will be valid if such reward redemption is associated with any user, actions, XP Codes and/or XP deemed void for any reason, including without limitation, the following: (a) not verified or recognized as being validly issued by Company in the Program; (b) determined to have been previously entered and used; (c) is incorrectly or incompletely entered or submitted; (d) is obtained in a manner deemed by Company to be fraudulent or otherwise invalid; or (d) is otherwise void. Any unused XP remaining in an Account after the end of the Program Period shall also be void. XP has no cash value and is not redeemable for cash.

Without limiting any other remedies, Company may suspend or terminate any Account and invalidate any associated XP/redemptions if Company suspects in its sole discretion that any recipient or other person has engaged in fraudulent activity in connection with this Program, including without limitation in the event XP was improperly credited to an Account or obtained fraudulently. **XP does not constitute property, does not entitle a recipient to a vested right or interest and has no cash value. As such, XP is not redeemable for cash, transferable or assignable for any reason.** The sale, barter, transfer or assignment of any accumulated XP (including on Internet auction sites), other than by Company is strictly prohibited. XP may not be given away. XP is null and void and redemption requests will be rejected if XP is not obtained through authorized, legitimate channels. Any XP which Company deems in its sole discretion to have been transferred, sold, bartered or assigned in violation of these Terms may be confiscated and/or cancelled.

Company may change its policy or set limitations and restrictions on replacements at any time and without any form of notice. Company may, at its sole discretion and without obligation, elect to replace invalid XP with another XP if appropriate upon request. Except as expressly stated above, Company shall not have any liability or obligation to the Account holder with respect to any void XP, offer item redemptions, or XP Codes, and/or any XP earned or used. Each participant acknowledges and agrees that the decisions of Company as to XP and XP/offer item receipt, XP Account balances, and XP transactions shall be final, binding and conclusive in all matters relating to the Program, including without limitation determinations regarding the validity of receipt of XP and other materials submitted for verification (if any).



## **HOW TO ENTER A SWEEPSTAKES**

You may be eligible to enter a sweepstakes based on your geographic location (a “Sweepstakes”; also, a “Promotion” and included in the definition of “Program”). Each Sweepstakes will be governed by its own set of Official Rules (also, “Additional Terms”), and you should refer to the Official Rules for a Sweepstakes for details regarding how to enter, alternate/free method of entry (if applicable), prizes, and specific restrictions regarding that particular Sweepstakes. Official Rules for each Sweepstakes you enter can be found in your “My Activity Page” in the App. Each Sweepstakes may be referred to on the Platform as a “Chance to Win.” It is your responsibility to read these Additional Terms to determine whether or not you want to and are eligible to participate, sign up, register and/or enter, and to determine the applicable terms and conditions of the Sweepstakes. By participating in a Sweepstakes, you will be subject to those Additional Terms, and you agree to comply with and abide by such Additional Terms and the decisions of Company and its representative or the applicable company of the Sweepstakes. NO PURCHASE REQUIRED TO ENTER OR WIN ANY SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING A PRIZE IN A SWEEPSTAKES.

## **OFFERS, CONTESTS AND OTHER PROMOTIONS**

There may also be additional promotional offers, contests or other promotions (also a “Promotion”, and included in the definition of “Program”) offered via the Platform(s), which may also be governed by a separate set of Official Rules (also “Additional Terms”), that may explain, without limitation, eligibility requirements, such as geographic area restrictions, promotional usage restrictions, and disclosures about how your personal information may be used or shared. It is your responsibility to read these Additional Terms to determine whether or not you want to and are eligible to participate, sign up, register and/or enter, and to determine the applicable terms and conditions of the Promotion. By participating in a Promotion, you will be subject to those Additional Terms, and you agree to comply with and abide by such Additional Terms and the decisions of Company and its representative or the applicable company of the Promotion.

You may be asked to provide additional information, including personal information, in order to receive prizes or offer items. By providing such information, you acknowledge and agree any information provided may be used by Company or its approved vendors or partners providing prizes and offer items for prize or offer item fulfillment purposes.

## **CONDUCT OF PARTICIPANTS**

Company reserves the right at its sole discretion to disqualify any individual from participating in any aspect of the Program, and/or may cancel, suspend or block any Account created by such person (and void any associated XP) if Company deems or suspects that such person has engaged in or has attempted to engage in any of the following: (a) acting in violation of these Terms; or (b) damaging, tampering with or corrupting the operation of the Program; or (c) acting with intent to annoy, harass or abuse any other user or person; or (d) use of any automated bot, script or other robotic, mechanical, programmed or automated devices to submit data to the Platform; or (e) repeated attempts to participate, open Accounts, and/or enter/receive repetitive, void, additional, or otherwise invalid or fraudulent XP in one or more Accounts, as determined by Company; or (f) any unsportsmanlike, inappropriate, uncooperative, disruptive, fraudulent, potentially fraudulent, or unusual behavior or activity; or (g) activity deemed in the sole discretion of Company to be generally inconsistent with the

intended operation of the Program. CAUTION: ANY ATTEMPT BY A USER OR PERSON TO DELIBERATELY DAMAGE OR CORRUPT ANY PLATFORM OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, COMPANY RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW.

### **OWNERSHIP OF MATERIALS**

Unless otherwise explicitly specified, all materials that are included in, made available through or are otherwise a part of the Platform (collectively, the "Materials") are owned, controlled or licensed by Company, its subsidiaries, affiliates, promotional partners or suppliers or partners providing prizes or offer items and are protected from unauthorized use, copying and dissemination by copyright, trademark, patent, publicity and other laws, rules, regulations and international treaties.

The Materials may not be copied, reproduced, downloaded or distributed in any way, in whole or in part, without the express permission of Company, unless and except as is expressly provided in these Terms. Any unauthorized use of the Materials is prohibited.

### **YOUR LIMITED RIGHT TO USE MATERIALS**

Subject to your strict compliance with these Terms, and only with respect to Materials available on or through the Platform, Company grants you a limited, personal, non-exclusive, non-commercial, revocable, non-assignable and non-transferable license to download, view and/or play the Materials on device(s) that you own or control for your personal, non-commercial use only. You agree that: (a) you will keep intact all copyright and other proprietary notices contained in the original Materials or any copy you may make of the Materials; (b) you will not use the Materials in a manner that suggests an association with any of our products or brands; (c) you will make no modifications to the Materials; (d) you will not allow or aid or abet any third-party to (whether or not for your benefit): (i) copy or adapt the object code of the Platform's software, HTML, JavaScript or other code; or (ii) reverse engineer, decompile, reverse assemble, modify or attempt to discover any source code, software or other products or processes accessible through the Platform; and (e) you will not insert any code or product to manipulate the Materials in any way that affects any user's experience.

You also agree that you will not (or aid or abet any third-party to): (a) use any robot, spider, rover, scraper or any other data mining technology or automatic or manual process to monitor, cache, frame, mask, extract data from, copy or distribute the Materials (except as may be a result of standard search engine or Internet browser usage); (b) modify, frame, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate to any third-party or on any third-party website, or otherwise use the Materials in any way except as specifically permitted by these Terms or otherwise in writing by Company; or (c) provide access to the Platform or Materials via any medium without the prior written consent of an authorized representative of Company.

### **USER-GENERATED CONTENT & ACCOUNT PROFILE PICTURE**

"User-Generated Content" is communications, materials, information, data, opinions, photos, profiles, messages, notes, website links, text information, music, videos, designs, graphics, sounds, and any other content that you and/or other Platform users post or otherwise make available on or through the App, the Websites or Company's social media accounts, except to the extent the content constitutes Materials owned by Company or partners providing prizes or offer items. Company reserves the right to waive any requirements with respect to User-Generated Content set forth herein in its reasonable discretion.

When creating your Account, you will be asked to upload a picture of yourself. The picture must comply with these Terms, which includes, but is not limited to, being responsible, courteous and appropriate and not featuring any logos or third-party marks other than those of Company. Company reserves the right to disqualify any participant who fails to comply with these Terms, which includes, but is not limited to, featuring inappropriate content in your Account picture.

## POSTING RULES AND USER CONDUCT

### BE RESPONSIBLE

You are solely responsible for your User-Generated Content, your interactions with other users and your activity on the Platform. Do not take any action or post anything that may expose Company or its users to any harm or liability of any type. All User-Generated Content must demonstrate an acknowledgement, understanding and/or a positive reinforcement of alcohol responsibility, as defined by Company in its sole discretion. All individuals appearing in User-Generated Content must be twenty-one (21) years of age or older. User-Generated Content cannot contain the name/logo of any alcohol beverage retailer, including in the background.

### BE COURTEOUS AND APPROPRIATE

Do not post User-Generated Content, or a link to a website, that, in Company's sole discretion, is illegal, offensive, libelous, defamatory, infringing, inflammatory, deceptive, inaccurate, misleading, malicious, fraudulent, false, indecent, harmful, harassing, intimidating, threatening, hateful, abusive, vulgar, obscene, profane, pornographic, violent, sexually explicit or suggestive, invasive of privacy, publicity, intellectual property, proprietary or contractual rights, derogatory or offensive in a sexual, racial, cultural, or ethnic context, will harm or threaten the safety of others, or is otherwise objectionable. Do not post content that endorses any form of hate or hate group. Do not post photos or videos of another user or person, or use their name, likeness, photograph, or other identifying features without that user or person's consent. Do not "stalk," intimidate, abuse, harm or harass another Platform user or person. Notwithstanding the foregoing, these Terms in no way limit your rights under the Consumer Review Fairness Act of 2016 (H.R. 5111).

### BE PRIVATE

Do not post personal information. Do not collect or solicit personal information from other Platform users or send unsolicited emails or other communications. Do not collect, use or post on the Platform the private information of anyone else without their consent or for illegal purposes.

### BE ORIGINAL

You represent and warrant that you own or control all rights in any User-Generated Content that you post on the Platform. You also represent and warrant that any User-Generated Content that you post is your original work, has not been previously published, and has not won previous awards. You are responsible for ensuring that any User-Generated Content that you post does not, and will not, infringe or violate anyone else's rights, including copyright, trademark, patent, trade secret, privacy, publicity or other personal or proprietary rights. You promise not to submit User-Generated Content unless you are the owner or have permission from the owner to post such User-Generated Content and grant Company all of the license rights granted in these Terms. This includes any background artwork that appears in your User-Generated Content (unless it is your original work).

#### BE LEGAL

Do not post any User-Generated Content, take any action or use the Platform in a way that violates any law, these Terms, any Additional Terms, or Official Rules on the Platform, or would create liability, or promotes illegal activities. User-Generated Content cannot promote illegal 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. Do not take any action on the Platform designed to interfere, disrupt, damage, disable, overburden or limit the functionality of any computer software or hardware, telecommunications equipment or the Platform. Do not post User-Generated Content that contains software viruses, programs or other computer code. Do not circumvent or modify any Platform security technology or software.

#### CONTENT IS NOT PRESCREENED

USER-GENERATED CONTENT POSTED TO THE PLATFORM IS NOT EDITED BY COMPANY AND IS THE VIEW/OPINION OF THE INDIVIDUAL PROGRAM PARTICIPANT. USER-GENERATED CONTENT DOES NOT REFLECT THE VIEWS OF COMPANY IN ANY MANNER. Company does not prescreen User-Generated Content. Company does not guarantee the Platform will be free from User-Generated Content that is inaccurate, deceptive, offensive, threatening, defamatory, unlawful or otherwise objectionable. Company is merely acting as a passive channel for such distribution and is not undertaking any obligation or liability relating to any User-Generated Content or activities of users on the Platform. Even in the event Company chooses to monitor any User-Generated Content, Company assumes no responsibility for, or any obligation to monitor or remove, such User-Generated Content. Company reserves the right to edit, remove, or refuse to post any User-Generated Content or terminate your Account for any reason.

#### LET US KNOW IF YOU THINK USER-GENERATED CONTENT INFRINGES YOUR RIGHTS

If you think that any User-Generated Content infringes your intellectual property rights, click here for instructions on how to report it: <https://www.coorslight.com/legal/terms> (see paragraph 6).

#### COMPANY'S RIGHTS TO YOUR POSTING

Your User-Generated Content is not confidential or proprietary. You grant, and warrant that you have the right to grant, to Company a non-exclusive, non-revocable, worldwide, transferable, royalty-free, perpetual right to use your User-Generated Content in any manner or media now or later developed, for any purpose, commercial, advertising, or otherwise, including the right to translate, display, reproduce, modify, create derivative works, sublicense, distribute, assign and commercialize without any payment

due to you. This license includes the right to host, index, cache, distribute, and tag any User-Generated Content, as well as the right to sublicense User-Generated Content to third parties, including other users, for use on other media or platforms known or hereinafter developed, such as for use on mobile phones, or in video, music, or software programs. You continue to retain all ownership rights in your User-Generated Content, and you continue to have the right to use your User-Generated Content in any way you choose, subject to these Terms and the license described herein. Notwithstanding the foregoing, you further understand and agree that you have no ownership rights to any Account you may have with us, or other access to the Platform or features therein. Company may cancel your Account and delete all User-Generated Content associated with your Account at any time, and without notice, including without limitation if Company deems that you have violated these Terms, any Additional Terms, the law, or for any other reason. Company assumes no liability for any information removed from our Platform, and reserves the right to permanently restrict access to the Platform or an Account. Company does not endorse, verify, evaluate or guarantee any information provided by users and nothing shall be considered as an endorsement, verification or guarantee of any User-Generated Content.

By submitting User-Generated Content, each participant agrees that his/her submission is gratuitous and made without restriction, and will not place Company under any obligation, and that Company is free to disclose the ideas contained in the User-Generated Content on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to the participant. Each participant acknowledges that, by acceptance of a submission, Company does not waive any rights to use similar or related ideas previously known to Company, or developed by its employees, or obtained from sources other than the participant.

Company may grant you – but only through express written permission – the limited, revocable permission to engage in certain expressly described personal uses of Materials as may from time to time be made available via forms of digital delivery on the Platform(s) for such purpose ("Viral Distribution"). Express written permission for Viral Distribution may include these personal uses: (a) sending Materials to friends or acquaintances at no charge; (b) posting and displaying a copy of Materials on a personal website; or (c) posting and displaying a copy of Materials on a third-party website that permits users to post content, so long as the posting is allowed pursuant to the third-party site terms and conditions, and provided that the third-party website does not charge for access to those Materials or associate those Materials with products, services or advertising. If expressly permitted and made available on the Platform(s), you may engage in Viral Distribution pursuant to these Terms, but you will not make any use of or license, distribute, reproduce, or otherwise exploit any part of the Materials without our express written permission.

To the extent applicable, you are required to comply with the FTC Guides Concerning the Use of Endorsements and Testimonials in Advertising at 16 CFR 255 (available at <http://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-publishes-final-guides-governing-endorsements-testimonials/091005revisedendorsementguides.pdf>). These obligations relate to disclosure of compensation you have received in any social media post or other communication. The FTC Guides require that you include all required hashtags in order for your social media post to be eligible to earn XP. **Social media posts that do not include all required hashtags will not trigger the accrual of XP to your Account.**

## **Your Use of the Coors Light XP Platform(s)**

### **THIRD-PARTY APPLICATIONS**

You may choose, at your sole and absolute discretion and risk, to use applications that connect the App, Website(s) or your profile on the Platform(s) with a third-party site (each, a “Third-party Application”) and such Third-party Application may interact with, connect to or gather and/or pull information from and to your Platform profile. By using such Third-party Applications, you acknowledge and agree to the following: (a) if you use a Third-party Application to share information relating to your Platform profile, you are consenting to the information about your Account being shared; (b) your use of a Third-party Application may cause personally identifying information to be publicly disclosed and/or associated with you, even if Company has not provided such information; and (c) your use of a Third-party Application is at your own option and risk, and you will hold Company harmless for the sharing of information relating to your Platform profile that results from your use of a Third-party Application. You must read all login boxes and other pop-up boxes closely for notices about sharing your Account information with, through or by any other means identified on a Third-party Application. Third-party Application use of your personally-identifiable information is subject to such third-party’s privacy policy.

### **THIRD-PARTY LINKS AND CONTENT**

There may be links from the Platform(s), or communications you receive from the Platform(s), to third-party sites or properties or our Platform(s) may include third-party content that we do not control, maintain or endorse. Accessing those third-party sites requires you to leave the Platform(s). In addition, to access the Platform(s), you may be required to use the sites and properties of a third-party. We do not control those third-party sites or properties or any of the content contained therein and you expressly acknowledge and agree that we are in no way responsible or liable for any of those third-party sites or properties, including, without limitation, their content, policies, failures, promotions, products, services, actions and/or any damages, losses, failures or problems caused by, related to or arising from those third parties or their sites. YOUR CORRESPONDENCE AND BUSINESS DEALINGS WITH OTHERS FOUND ON OR THROUGH THE APP OR WEBSITE(S) INCLUDING, WITHOUT LIMITATION, THE PAYMENT AND DELIVERY OF PRODUCTS AND SERVICES, AND ANY TERMS, CONDITIONS, WARRANTIES AND REPRESENTATIONS ASSOCIATED WITH ANY SUCH DEALINGS, ARE SOLELY BETWEEN YOU AND THE THIRD-PARTY. COMPANY ENCOURAGES YOU TO REVIEW ALL POLICIES, RULES, TERMS AND REGULATIONS, INCLUDING OFFER ITEM SPECIFIC TERMS, THE PRIVACY POLICIES AND TERMS OF USE OF EACH AND ANY THIRD-PARTY SITE THAT YOU VISIT.

### **CREDIT CARD USE**

If you wish to purchase any product or service made available through the Platform, you may be asked to supply certain information relevant to your transaction, including without limitation your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

#### **YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S)**

**UTILIZED IN CONNECTION WITH ANY TRANSACTION.** By submitting such information, you grant us or the third-party collecting that information on our behalf the right to provide such information to third parties for purposes of facilitating the completion of transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any transaction. **You understand and agree that you are charged at the time you place your order. You**

**further understand and agree that the transaction for any purchase is final and complete at the time you are charged.**

#### **USERS OF THE APP AND MOBILE WEBSITE(S)**

The App and certain Website(s) offer features and services that are available to you via your mobile device. The use of the App version of the Platform, or mobile Website(s) requires use of a mobile device and wireless mobile data service, which must be obtained from your wireless carrier, and may require Internet access, which must be obtained from your service provider; you are responsible for obtaining and paying for such additional services and obtaining a suitable device, including without limitation all usage charges related thereto. Standard messaging, data and other fees may apply. Fees and charges will appear on your mobile bill or be deducted from your pre-paid balance. Standard data charges and rates may apply for accessing and utilizing prizes, features, offer items, or rewards through the App or mobile Website(s). You are required to send and receive, at your cost, electronic communications related to the App and mobile Website versions of the Platform, including without limitation, administrative messages, service announcements, diagnostic data reports, and updates, from Company, your mobile carrier or third-party service providers. If you do not have an unlimited wireless mobile data plan, you may incur additional charges from your wireless service provider in connection with your use of the Platform. You are solely responsible for obtaining any additional subscription or connectivity services or equipment necessary to access the Platform, including but not limited to payment of all third-party fees associated therewith, including fees for information sent to or through the Platform.

Company may, at its discretion, automatically download Platform updates to your device from time to time. You agree to accept these Platform updates, and to pay for any costs associated with receiving them. The Platform may not work with all devices or all mobile carriers. Company makes no representations that the Platform will be compatible with or provided by all mobile carriers. In the event that fees are charged for the Platform, or other third-party service providers charge a fee for the products or services they provide, you agree to pay such fee to the respective party in exchange for your continued use of such products or services. Some services may be subject to different or additional terms (including fees), which you will be required to agree to prior to your use of such services.

#### **SPECIAL TERMS FOR APPLE iOS DEVICES**

Notwithstanding any other provision within these Terms, the following subparagraphs are applicable to those using the App on an Apple iOS device ("Coors Light XP iOS App"). Apple Inc. and its affiliates are not a sponsor or affiliated with the Coors Light XP iOS App.

**Acknowledgement.** You acknowledge that this agreement is concluded between you and Company only, and not with Apple. Company, not Apple, is solely responsible for the Coors Light XP iOS App and the content thereof. You further acknowledge that the Coors Light XP iOS App may not be used in any manner inconsistent with the App Store Terms of Service as of the Effective Date.

**Scope of License.** You are granted a license to use the Coors Light XP iOS App on any iOS device that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service (located at <http://www.apple.com/legal/itunes/us/terms.html#APPS>), including the Usage Rules set forth therein. This agreement incorporates by reference the Licensed Application End User License Agreement (the "LAEULA") published by Apple, Inc. (located online at

<http://www.apple.com/legal/itunes/appstore/dev/stdeula/>). For purposes of these Terms, the Platform is considered the "Licensed Application" as defined in the LAEULA and Company is considered the "Application Provider" as defined in the LAEULA. If any of the Terms herein conflict with the terms of the LAEULA, these Terms shall control.

**Maintenance and Support.** We are solely responsible for providing maintenance and support for the Coors Light XP iOS App, as specified in these Terms or as required under applicable law. You and Company acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Coors Light XP iOS App.

**Warranty.** We are solely responsible for any warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of a Coors Light XP iOS App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for such Coors Light XP iOS App to you; and that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Coors Light XP iOS App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of us.

**Product Claims.** We, not Apple, are responsible for addressing any claims by you or any third-party relating to a Coors Light XP iOS App or your possession and/or use of the Coors Light XP iOS App, including, but not limited to: (a) product-liability claims; (b) any claim that the Coors Light XP iOS App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. Our liability is limited so far as permitted by applicable law.

**Intellectual Property Rights.** In the event of any third-party claim that a Coors Light XP iOS App or your possession and use of such Coors Light XP iOS App infringes that third-party's intellectual property rights, we, not Apple, are solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

**Third-Party Beneficiary.** You and we acknowledge and agree that Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms against you as a third-party beneficiary thereof.

## **YOUR WARRANTIES**

You represent and warrant that: (a) you have the legal right and capacity to enter into these Terms; and (b) you hold and will continue to hold all rights necessary to enter into and perform your obligations under these Terms.

You also agree that you will be responsible for obtaining and maintaining all telephone and other equipment needed for access to and use of the Platform and you will be responsible for all charges related thereto.

## **OUR DISCLAIMER OF WARRANTIES**

THE PLATFORM, INCLUDING, WITHOUT LIMITATION, THE MATERIALS, ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, COMPANY, ANY PARTY PARTICIPATING IN THE DESIGN, DEVELOPMENT, ADMINISTRATION OR FULFILLMENT OF THE PROGRAM AND/OR ANY PROMOTION OR PARTNER PROVIDING PRIZES AND OFFER ITEMS IN THE



PROGRAM AND/OR PROMOTION (ANY A "PROMOTION PARTNER"), AND THEIR RESPECTIVE EMPLOYEES, MANAGERS, MEMBERS, OFFICERS, SHAREHOLDERS, PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, AGENTS, VENDORS AND CONTRACTORS (COLLECTIVELY, THE "COMPANY PARTIES") MAKE NO REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (A) THE PLATFORM; (B) THE MATERIALS; (C) THE FUNCTIONS MADE ACCESSIBLE ON OR THROUGH THE PLATFORM; (D) ANY PRODUCTS, SERVICES OR INSTRUCTIONS OFFERED OR REFERENCED AT THE PLATFORM; OR (E) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO OR FROM COMPANY OR VIA THE PLATFORM. IN ADDITION, THE COMPANY PARTIES HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM VIRUS.

THE COMPANY PARTIES DO NOT REPRESENT OR WARRANT THAT THE PLATFORM OR THE FUNCTIONS CONTAINED THEREIN WILL BE ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE PLATFORM, OR THE SERVERS THAT MAKE ANY OR ALL OF THE PLATFORM AVAILABLE ARE FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. THE COMPANY PARTIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON THE PLATFORM IS ACCURATE, COMPLETE, CORRECT, ADEQUATE, USEFUL, TIMELY OR RELIABLE. YOU ACKNOWLEDGE, BY YOUR USE OF THE PLATFORM, THAT YOUR USE IS AT YOUR SOLE RISK. THE COMPANY PARTIES DO NOT WARRANT THAT YOUR USE OF THE PLATFORM ARE LAWFUL IN ANY PARTICULAR JURISDICTION, AND THE COMPANY PARTIES SPECIFICALLY DISCLAIM SUCH WARRANTIES. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO THESE TERMS.

BY ACCESSING OR USING THE PLATFORM, YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE PLATFORM.

#### **LIMITATION OF LIABILITY; WAIVER**

Each of the following provisions of this Section "LIMITATION OF LIABILITY; WAIVER" apply only to the maximum extent permitted by any applicable law. Company and Company Parties are not responsible for late, lost, incomplete, delayed, inaccurate, garbled, undelivered, misdirected XP, offer items, or other errors or problems of any kind relating to or in connection with the Program or the Platform, whether printing, typographical, technical, computer, network, human, mechanical, electronic or otherwise, including, without limitation, errors or problems regarding the administration of the Program, the tabulation of XP, the issuance of offer items or in any Program-related materials. No responsibility or liability is assumed by the Company and Company Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Program or the Platform: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online, mobile or other communication problems; disruptions, errors or limitations of any Internet service providers or wireless carriers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any email or text transmissions to be sent or received; lost, late, delayed or intercepted email or text transmissions; inaccessibility of the Platform in whole or in part for any reason; traffic congestion on the Internet or the Platform; unauthorized human or non-human intervention of the operation of the

Program, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Program, or loss, miscount, misdirection, inaccessibility or unavailability of an Account used in connection with the Program. Company and Company Parties are not responsible for any typographical or printing errors in any Program materials (including, but not limited to, at the Platform, in email correspondence, and in advertising materials), or any inaccurate or incorrect data contained on the Platform, including without limitation, the number or amount of XP available, or any personal injury to a user, or property damage or losses of any kind which may be sustained to user's or any other user or person's computer equipment or mobile phone equipment resulting from participation in the Program, or use of or download of any information from the Platform.

UNDER NO CIRCUMSTANCES WILL THE COMPANY PARTIES BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO: (A) THE PLATFORM; (B) THE MATERIALS; (C) YOUR USE OF, INABILITY TO USE, OR THE PERFORMANCE OF THE PLATFORM OR MATERIALS; (D) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE COMPANY PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR USE OF THE PLATFORM; (E) ANY ACTION TAKEN IN CONNECTION WITH RIGHTS OWNERS; (F) ANY ERRORS OR OMISSIONS IN THE PLATFORM'S TECHNICAL OPERATION; OR (G) ANY DAMAGE TO ANY DEVICE OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF FORESEEABLE OR EVEN IF THE COMPANY PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THE PLATFORM) ("DAMAGES"). IN NO EVENT WILL THE COMPANY PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS, DAMAGE OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY.

YOU AGREE THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF COMPANY PARTIES' ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF THE APP, WEBSITE(S) OR ANY OTHER APPLICATION, WEBSITE, PROPERTY, PRODUCT, SERVICE, OR OTHER MATERIALS OWNED OR CONTROLLED BY THE COMPANY PARTIES, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF THE PLATFORM OR ANY OTHER APPLICATION, WEBSITE, PROPERTY, PRODUCT, SERVICE OR OTHER MATERIALS OWNED OR CONTROLLED BY THE COMPANY PARTIES.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO 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 COMPANY'S NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

BY ACCESSING THE APP, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

### **INDEMNIFICATION**

You agree to defend, indemnify and hold the Company Parties, Brooklyn Events Center, LLC, Brooklyn Nets, LLC, the Utah Jazz, the National Basketball Association, the Women's National Basketball Association, the National Hockey League, its teams and their affiliated entities harmless from and against any and all claims, damages, costs, investigations, liabilities, judgments, settlements and expenses, including attorneys' fees, that directly or indirectly arise from or are otherwise directly or indirectly related to: (a) your use of the Platform(s), your participation in the Program, or your activities in connection with the App, Website(s) or any Promotion accessible through the Platform; (b) your breach (actual or alleged) or anticipatory breach of these Terms; (c) your violation of any laws, rules or regulations; (d) any misrepresentation made by you; or (e) the Company Parties' use of your information as permitted under these Terms, the Privacy Policy, any Additional Terms, or any other written agreement between you and Company. You will cooperate as fully required by the Company in the defense of any claim. The Company Parties reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of a duly authorized employee of the Company or the applicable Company Party.

### **TERM AND TERMINATION**

Company reserves the right to terminate your access to and use of the Platform(s) or any of their features at any time in its sole discretion, without notice and liability, including, without limitation, if Company believes your conduct fails to conform to these Terms or any Additional Terms. Company also reserves the right to investigate suspected violations of these Terms. Any violation of these Terms may be referred to law enforcement authorities.

Company also reserves the exclusive right to modify, withdraw, suspend or discontinue, temporarily or permanently, at any time and from time to time, any materials, information or content available on the Platform(s), without limitation, in whole or in part, including the cessation of all activities associated with the Platform(s), with or without notice. You agree that Company will not be liable to you or to any third-party for any modification, suspension or discontinuance of the Platform or any part thereof.

### **LOCATION AND TERRITORIAL RESTRICTIONS**

Unless otherwise specified, the Platform(s) and Materials are made available for use in the fifty (50) United States and D.C. As described above, the Program and individual Promotions may be subject to their own geographic eligibility requirements as set forth in the applicable Additional Terms.

The information provided on the Platform(s) is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Company to any registration requirement within such jurisdiction or country. Company controls and operates the Platform from offices located in the United States and makes no representations or warranties that the information, products or services contained on the Platform(s) is appropriate for use or access in other locations. Anyone using or accessing the Platform(s) from other locations does so on his/her own initiative and is responsible for compliance with United States' and local laws regarding online conduct and acceptable content, if and to the extent such laws are applicable. We reserve the right to limit the availability of the Platform(s) and/or the provision of any content, program, product, service or other feature described or available thereon to any person, geographic area or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any such content, program, product, service or other feature that we provide.

The Platform(s) and any software related to or made available through the Platform(s) may be subject to United States export controls. Thus, neither the Platform(s) nor any constituent software from the Platform(s) may be downloaded, exported or re-exported: (a) into (or to a national or resident of) any country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading any software related to the Platform(s), you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list.

You agree to comply with all rules, laws and regulations that are applicable to your use of the Platform, including, without limitation, those governing your transmission or use of any software or data.

#### **ARBITRATION; GOVERNING LAW; DISPUTES**

You and Company Parties each agree that any and all claims or disputes in any way related to or concerning these Terms or the Platform(s) (including participation in the Program or any Promotion accessible through the Platform(s)), will be resolved by binding arbitration. This includes any claims or disputes between you and any Company Parties (that is, any third-party company that provides free or discounted products or services in connection with this Program or any Promotion) in any way related to or concerning these Terms or the App. You and the Company Parties hereby agree that the Company Parties are each third-party beneficiaries of this arbitration agreement, and each is entitled to enforce this dispute resolution agreement to the same extent as the Company. This arbitration agreement is governed by the Federal Arbitration Act, applicable federal law, and the laws of the state in which your billing address in our records is located, without regard to the conflicts of laws rules of that state. Foreign laws do not apply. Arbitration or court proceedings must be in Jefferson County, Colorado (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties. If any provision of this arbitration agreement is invalid under the law of a particular jurisdiction, that provision will not apply in that jurisdiction.

THERE IS NO JUDGE OR JURY IN ARBITRATION AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE PARTIES AGREE THAT ANY PROCEEDINGS, WHETHER IN ARBITRATION OR IN COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A MEMBER IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. If a court or arbitrator determines in an action between you and us or you and a Promotion Partner that this class-action waiver is unenforceable, the arbitration agreement will be void as to you.

To begin arbitration or other legal proceeding against a Promotion Partner, you must serve the Promotion Partner's registered agent. Any arbitration of a dispute will be administered by the JAMS Arbitration Rules, Clauses, and Procedures ("JAMS") under its consumer JAMS Rules in effect at the time the arbitration is commenced. The JAMS rules are available at <https://www.jamsadr.com/arbitration>. The arbitration of all disputes will be conducted by a single arbitrator, who shall be selected using the following procedure: (a) the JAMS will send the parties a list of five candidates; (b) if the parties cannot agree on an arbitrator from that list, each party shall return its list to the JAMS within 10 days, striking up to two candidates, and ranking the remaining candidates in order of preference; (c) JAMS shall appoint as arbitrator the candidate with the highest aggregate ranking; and (d) if for any reason the appointment cannot be made according to this procedure, the JAMS may exercise its discretion in appointing the arbitrator. Upon filing of the arbitration demand, we will pay or reimburse all filing, administration and arbitrator fees. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief and attorneys' fees. In addition, for claims under \$75,000 as to which you provided notice and negotiated in good faith as required above before initiating arbitration, if the arbitrator finds that you are the prevailing party in the arbitration, you will be entitled to a recovery of reasonable attorneys' fees and costs. Except for claims determined to be frivolous, we agree not to seek an award of attorneys' fees in arbitration even if an award is otherwise available under applicable law.

These Terms and the Program are governed by U.S. and Colorado law and are subject to all applicable federal, state, and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms, or the rights and obligations of participant and Company in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of Colorado, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth above and/or for entering any judgment on an arbitration award, shall take place in the federal, state and local courts located in the State of Colorado, County of Jefferson.

#### **MISCELLANEOUS**

The failure of Company to act with respect to a breach of these Terms by you or others does not constitute a waiver and will not limit Company's rights with respect to such breach or any subsequent breaches. No waiver by Company of any of these Terms will be of any force or effect unless made in writing and signed by a duly authorized office of Company. Neither the course of conduct between the parties nor trade practice will act to modify these Terms. Company may assign its rights and duties under these Terms to any party at any time without any notice to you. These Terms may not be assigned by you without Company's prior written consent. If any provision of these Terms will be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. The Section titles are inserted only as a matter of convenience and have no legal or contractual effect. You agree that these Terms will not be construed against Company by virtue of Company having drafted them.

Company will not be liable to you or be deemed to be in breach of its obligations under these Terms for any delay or failure in performance caused by acts beyond Company's reasonable control, including, without limitation, acts of God, war, terrorism, accidents, fires, floods, strikes, labor disputes, shortages or delays in obtaining supplies or service, materials, labor, or transportation, interruption of utility

services or the Internet, acts of any unit of government or any governmental agency, or any similar or dissimilar cause.

**PROGRAM SPONSOR:** MillerCoors LLC, 311 10<sup>th</sup> Street, Golden, CO USA 80401.

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**APPENDIX A**

Company reserves the right to modify such methods and accrual XP values at its sole discretion.

<b>XP Accrual Methods</b>			
<u>Activity</u>	<u>Activity Explanation</u>	<u>XP Earned</u>	<u>Activity Limit (each per Account/email address)</u>
<b>Location Based Trivia:</b> <i>Only available on App</i>	<ol style="list-style-type: none"> <li>1. User must download the App, create an Account, and turn on “Location Services”.</li> <li>2. Click on “Nearby”.</li> <li>3. Select a participating establishment in close enough proximity and physically enter the establishment.</li> <li>4. Click on “Play Trivia”.</li> <li>5. Answer up to five (5) trivia questions. Must answer all five (5) questions.</li> </ol>	<p>5 XP for completing a round of trivia, plus the number of correct answers (up to 5 additional XP)</p> <p>Maximum of ten (10) XP total available per trivia game</p>	<p>Limit of four (4) total trivia games per day</p>
<b>Refer a Friend:</b>	<ol style="list-style-type: none"> <li>1. Referrer must download App and create an Account.</li> <li>2. Click on “Challenges”.</li> <li>3. Select “Refer a Friend”.</li> <li>4. Send an adult friend (21+ only) a unique referral URL via SMS, email, or social media.</li> <li>5. Friend must click the link and create an Account in order for the referrer and friend to earn XP.</li> </ol>	<p>100 XP (for both the referrer and the friend)</p>	<p>Limit of ten (10) per year (for purposes of this limit, a year is a 12-month period starting the day you create your Account)</p>
<b>Connect Instagram:</b> <i>Only available on App</i>	<ol style="list-style-type: none"> <li>1. User must download App and create an Account.</li> <li>2. Go to “My Account” and select “Connect Instagram”.</li> <li>3. User will then agree to Instagram permissions to connect Account/Instagram account.</li> </ol>	<p>50 XP (an Instagram account cannot be used on more than one (1) Account to accrue XP)</p>	<p>Limit one (1) per the entire Program Period</p>

<p><b>Post to Instagram</b></p>	<ol style="list-style-type: none"> <li>1. Download App and create an Account.</li> <li>2. Go to “My Account” and select “Connect Instagram”.</li> <li>3. Post photo or video on Instagram including the hashtag #CoorsLightXP Rewards</li> </ol>	<p>10 XP per Instagram post (Instagram account must be connected to Platform to accrue XP)</p>	<p>Limit of one (1) Instagram post per day</p>
<p><b>Complete Profile Info</b></p>	<ol style="list-style-type: none"> <li>1. Download App and create an Account.</li> <li>2. After Account is created, user must complete the requested profile information, which includes, but is not limited to: complete mailing address (no P.O. boxes) and profile photo.</li> </ol>	<p>100 XP</p>	<p>Limit one (1) for the entire Program Period</p>
<p><b>Pledge to be Responsible</b> <i>Only available on App</i></p>	<ol style="list-style-type: none"> <li>1. Download App and create an Account.</li> <li>2. Go to challenges and click “Take the Pledge” and pledge to be responsible.</li> </ol>	<p>25 XP</p>	<p>Limit four (4) times per year (for purposes of this limit, a year is a 12 month period starting the day you create your Account)</p>
<p><b>15-Pack Coors Light Purchase (Where Purchase Permitted; See Mail-In Alternate Method of Entry (“AMOE”) below for how to accrue XP without a purchase in states where beer purchase is not required)</b></p>	<ol style="list-style-type: none"> <li>1. Purchase specially marked Coors Light 16 oz. 15-pack pints, while supplies last.</li> <li>2. Download App and create an Account.</li> <li>3. Go to challenges and select “enter XP Code”.</li> <li>4. Type in the XP Code found inside specially marked Coors Light packs.</li> </ol>	<p>150 XP</p>	<p>Regardless of method used to obtain XP Codes, limit of ten (10) XP Code entries per day</p>



<p><b>12-Pack Coors Light Purchase (Where Purchase Permitted; See Mail-In AMOE below for how to accrue XP without a purchase in states where beer purchase is not required)</b></p>	<ol style="list-style-type: none"> <li>1. Purchase specially marked Coors Light 12 oz. 12-pack cans, 16 oz. 12-pack cans, and 12 oz. 12-pack bottles, while supplies last.</li> <li>2. Download App and create an Account.</li> <li>3. Go to challenges and select “enter XP Code”.</li> <li>4. Type in the XP Code found inside specially marked Coors Light packs.</li> </ol>	<p>100 XP</p>	<p>Regardless of method used to obtain XP Codes, limit of ten (10) XP Code entries per day</p>
<p><b>Mail-In AMOE (In the following No Purchase States: Alabama, Arkansas, Connecticut, Hawaii, Indiana, Kentucky, Louisiana, Maine, Minnesota, Missouri, New Jersey, North Carolina, Ohio, Oregon, South Dakota, Texas, Utah, Virginia, and West Virginia)</b></p>	<ol style="list-style-type: none"> <li>1. Users who reside in a No Purchase State may mail in (as further described in the Terms above) for 150 XP instead of making a beer purchase.</li> <li>2. Download App and create Account.</li> <li>3. Go to challenges and click “enter XP Code”</li> <li>4. Type in XP Code sent to the email provided on your Mail-In AMOE request.</li> </ol>	<p>150XP</p>	<p>Limit ten (10) mail-in requests per day but must be mailed in individual envelopes as further described in the Terms above</p>
<p><b>Peel and Reveal Card:</b></p>	<ol style="list-style-type: none"> <li>1. Go to select establishments and receive a Coors Light Peel &amp; Reveal card from staff.</li> <li>2. Download App and create an Account.</li> <li>3. Go to challenges and click “enter XP Code”</li> <li>4. Type in XP Code found on Peel-off sticker on Peel and Reveal card.</li> </ol>	<p>95% of Peel and Reveal cards can be redeemed for 25XP, 5% of Peel and Reveal cards can be redeemed for 100 XP</p>	<p>Limit of five (5) Peel and Reveal XP Codes entered per day</p>

**SEE APPENDIX B BELOW FOR REWARDS LIST AND REWARD SPECIFIC TERMS AND CONDITIONS**

## **APPENDIX B – REWARD TERMS AND CONDITIONS**

All rewards are subject to the terms and conditions set forth in the XP Terms above, this Appendix B, and any other terms and conditions provided at the time of claiming or delivery of reward. **You are limited to redeeming one (1) of each type of reward.**

Rewards are not returnable, refundable, transferable or exchangeable. No substitutions of any kind (unless at Company's sole discretion) are offered or permitted with respect to any reward.

### **REWARD DELIVERY**

Physical rewards will only be delivered to physical mailing addresses within the fifty (50) United States and the District of Columbia (no P.O. boxes). Rewards will only be shipped to the verified physical mailing address in your Account. In most cases, allow at least 6-8 weeks (some items may take up to 12 weeks) from receipt of order for shipment of a reward via postal mail, unless otherwise stated on the Platform. Each reward ordered will ship separately. Company reserves the right to require you to sign and return any requested documentation in order for you to claim a reward. No responsibility is assumed by Company for any mail or deliveries returned as undeliverable without a forwarding address or undelivered for any reason. No responsibility is assumed by Company for a reward after it has been shipped. Digital rewards will be sent to the verified email address in your Account within 24-48 hours of redemption and verification. Digital rewards may also be available to you in the 'My Activities' section of the App. You may update your mailing address at any time on the App or on the Website(s) at the "My Account" page. Updated mailing addresses will only be applied to future reward redemptions. Rewards will only be sent to the physical mailing address in your Account at the time of XP redemption. You will not be permitted to update your mailing address for a reward after you have already redeemed the reward.

### **REWARD AVAILABILITY**

All rewards available on the Platform are subject to change by Company, at its sole discretion, without notice. Rewards will be redeemed on a "first come, first serve" basis in relation to when participants electronically complete transactions in their Accounts. Once supplies of a reward are exhausted, the reward will expire and will no longer be available for redemption. Company will use its best efforts to either mark such reward on the Platform as sold out and/or to delete it from the Platform after it is no longer available for redemption in the Program. Company reserves the right, at its sole discretion (without obligation), to substitute merchandise of greater or equal value in the event supplies of any one item are exhausted or for any other reason in which a reward becomes unavailable. No exchanges, returns or refunds on rewards are permitted for any reason. Company does not guarantee the availability of any reward. Company may, at its sole discretion, add new merchandise items for redemption at any time. In the event that any reward becomes unavailable, Company reserves the right, at its sole discretion, to substitute a reward for any reason. All costs and expenses associated with the acceptance and use of XP and/or any reward not included in the reward description as being provided (including, but not limited to, all federal, state, and local taxes) will be the sole responsibility of the reward recipients. Any approximate retail value ("ARV") of any reward is based on available information provided to Company and the value of any reward awarded to a recipient may be required to be reported for tax purposes where required by law. Recipients of rewards with an ARV over \$600 will be issued an IRS 1099 form and will be required to provide Company with a valid social security number or

tax identification number before the reward will be awarded for tax reporting purposes. Unclaimed rewards will not be awarded. Rewards are provided “as is” with no warranty or guarantee, either express or implied, by Company or by partners providing prizes and offer items. You hereby acknowledge that Company or by partners providing prizes and offer items have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any reward, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Any and all warranties and/or guarantees on a reward (if any) are subject to the respective manufacturers’ terms therefore, and recipients agree to look solely to such manufacturers for any such warranty and/or guarantee.

**Ticket, VIP Tour, Terrace/Tailgate/Sideline Passes, Meet & Greet/Autograph and other Events:** All ticket and passes are subject to availability and will be selected by Company at its sole discretion. Unless provided at the time of reward delivery, transportation, parking and lodging are not included in the reward. You are responsible for all gratuities, transportation, lodging, and any other incidental costs or expenses not identified in these XP T&Cs or on the Platform. When a guest is allowed to accompany you, each guest must be at least 21 years of age or older. You may be required to sign and return additional documentation in order to claim a reward. Company or its designee will arrange to have the reward delivered in a manner it deems reasonable (e.g., either mail or will-call). Company or by partners providing prizes and offer items bear no responsibility if any event, element or detail of a reward is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of the reward become unavailable, the Company or by partners providing prizes and offer items shall have no obligation to the winner aside from providing the remaining portion of the reward, minus any unavailable event, element or detail. Company or by partners providing prizes and offer items are not responsible if event is delayed, postponed, or canceled for any reason. You will not receive compensation from Company or by partners providing prizes and offer items for tickets that you are unable to use due to cancellation of the event, but tickets may be subject to standard rain-check policies and procedures set by the issuer. You agree that event admission is awarded pursuant to a revocable, nontransferable license, and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated or otherwise conveyed. Company or by partners providing prizes and offer items reserve the right to remove or to deny entry to you (and/or your adult-guest if applicable) if you violate the previous restrictions or engage in a disruptive manner, or with intent to abuse, threaten or harass any other person at the event. Rewards will only be available up to ten (10) days before the respective event. Person(s) for meet and greet or autograph portion of reward subject to availability and selected by Company or by partners providing prizes and offer items at their sole discretion.

**Pre-paid Cards / Digital Promo Codes:** The use of the pre-paid card or digital promo code is subject to the terms and conditions set forth thereon which shall govern the use of the pre-paid card/digital promo code. Use of the pre-paid card/digital promo code constitutes the user’s acceptance of the terms and conditions so you should read the terms and conditions on the pre-paid card carefully. You must protect the pre-paid card/digital promo code and treat the pre-paid card/digital promo code as you would any other valuable document. The pre-paid card/digital promo code will not be redeemed or exchanged for cash, except where required by law. The pre-paid card/digital promo code will not be replaced or replenished if it is lost, stolen, damaged, destroyed or used without your permission and will be voided if altered or defaced. Pre-paid card/digital promo code subject to additional terms and conditions,

including, but not limited to, dates by which the pre-paid card/digital promo code must be claimed or used.

**Additional terms for Utah Jazz Rewards:** In addition to satisfying the eligibility criteria set forth above, you must reside within 75 miles of the Vivant Smart Home Arena in Salt Lake City, Utah. Employees of the Utah Jazz, the National Basketball Association (“NBA”), and each of their immediate family members or others living in the same household are not eligible to redeem a Utah Jazz Reward. The Utah Jazz, the NBA and all of their respective officers, directors, employees, representatives and agents shall have no liability and will be released and held harmless from any claim, action, liability, loss, injury or damage, including, without limitation, personal injury or death to myself or any third party or damage to personal or real property due in whole or in part, directly or indirectly, by reason of my acceptance, possession, use or misuse of the prize (including any travel or activity related thereto) or participation in the Program. The Utah Jazz, the NBA and all of their respective officers, directors, employees, representatives and agents may use (unless prohibited by law) the participants name, city/state/providence of residence, photograph and/or visual likeness [and any submission for entry to the Promotion, if applicable (e.g. social post, video, etc.)] for advertising and/or trade purposes and/or for the purpose of posting their name on NBA.com and/or for any other purpose in any media or format now or hereafter known without further compensation, permission or notification.

**Additional terms for Under Armour Discount Rewards:** Excludes Gift Cards. Not valid on purchases at UA Brand or Factory House stores or on prior purchases. Promotion code may only be redeemed once and may not be redeemed for cash, sold, altered, duplicated or copied and will not be replaced if lost, stolen or corrupted. Use of promotion code is acceptance of these terms. Under Armour reserves the right to cancel or modify this offer at any time. Under Armour employees are not eligible for this offer.

Reward Code Offer: Offer valid on a minimum merchandise purchase of \$50.00, excluding tax and shipping. Only valid online on UA’s U.S. websites for delivery to residents of the U.S. Also valid on the UA Shop App in the U.S only. Excludes Gift Cards. Not valid on purchases at UA Brand or Factory House stores or on prior purchases. Promotion code may only be redeemed once and may not be redeemed for cash, sold, altered, duplicated or copied and will not be replaced if lost, stolen or corrupted. Use of promotion code is acceptance of these terms. Promotion code will expire on date provided in App/Website. Under Armour reserves the right to cancel or modify this offer at any time. Under Armour employees are not eligible for this offer.

**[ADDITIONAL REWARD SPECIFIC TERMS TO BE ADDED WHEN SUCH REWARDS AND TERMS BECOME AVAILABLE]**