

## DUVEL MOORTGAT USA, LTD. DESIGN OPEN CALL CONTEST

### OFFICIAL RULES

1. **NO PURCHASE NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. INTERNET ACCESS REQUIRED TO ENTER.** Void where prohibited. Must be 21 years of age or older to enter.
2. **Eligibility.** The Duvel Moortgat USA, Ltd. Design Contest (the “Contest”) is open to persons who are at least twenty-one (21) years of age at the time of entry. Each entrant must meet the eligibility requirements set forth herein. Employees of Duvel Moortgat USA, Ltd. (“Sponsor”), kulturspace nonprofit limited (“Administrator”), and any of their affiliates, suppliers, independent contractors, agencies, alcoholic beverage wholesalers and retailers, and any persons living in the same household as such employees are not eligible to participate in the Contest (collectively, the “Contest Entities”). Contest is subject to all applicable federal, state, local laws and regulations and is void where prohibited by law.
3. **Contest Period.** The Contest entry period begins at 12:00 a.m. Eastern Time (“ET”) on January 15, 2019, and ends at 11:59 p.m. ET on June 01, 2019 (the “Contest Period”). The Contest Period consists of four (4) submission periods (each a “Submission Period” and, collectively, the “Submission Periods”) and four (4) judging periods (each a “Judging Period” and, collectively, the “Judging Periods”) as follows:
  - a. The New York open call submission period (the “NY Submission Period”) begins at 12:00 a.m. ET on January 15, 2019, and ends at 11:59 p.m. ET on February 15, 2019. The New York open call judging period (the “NY Judging Period”) begins at 12:00 a.m. ET on February 20, 2019, and ends at 11:59 p.m. ET on March 01, 2019.
  - b. The Chicago open call submission period (the “Chicago Submission Period”) begins at 12:00 a.m. ET on February 15, 2019, and ends at 11:59 p.m. ET on March 15, 2019. The Chicago open call judging period (the “Chicago Judging Period”) begins at 12:00 a.m. ET on March 20, 2019, and ends at 11:59 p.m. ET on April 01, 2019.
  - c. The Miami open call submission period (the “Miami Submission Period”) begins at 12:00 a.m. ET on March 15, 2019, and ends at 11:59 p.m. ET on April 15, 2019. The Miami open call judging period (the “Miami Judging Period”) begins at 12:00 a.m. ET on April 20, 2019, and ends at 11:59 p.m. ET on May 01, 2019.
  - d. The Los Angeles open call submission period (the “LA Submission Period”) begins at 12:00 a.m. ET on April 15, 2019, and ends at 11:59 p.m. ET on May 15, 2019. The Los Angeles open call judging period (the “LA Judging Period”) begins at 12:00 a.m. ET on May 20, 2019, and ends at 11:59 p.m. ET on June 01, 2019.
4. **How to Enter.** To enter, visit <http://showusyourtype.com> during a Submission Period to upload your design and complete the submission form per the onscreen instructions and technical requirements. Be sure to carefully review these official rules (including all submission conditions/restrictions). Your design submission must be submitted online via the foregoing method to qualify. Limit one (1) submission per entrant per Submission Period. If more than one submission is received from the entrant for any one (1) Submission Period, then the subsequent submission or submissions will be disqualified. All non-design elements of the submissions become the sole property of the Sponsor and Administrator and will not be returned. Sponsor and Administrator assume no responsibility for late, lost, damaged, incomplete or misdirected submissions.
5. **Requirement of Submissions.**

- a. Each entrant agrees, warrants and represents that: (i) any designs submitted in conjunction with the Contest are the original work of the entrant; (ii) the entrant owns and controls all right, title, and interest, including copyright, in and to the design; (iii) all persons having any rights, title, and/or interest whatsoever with respect to the design, or any elements thereof, have authorized the submission or use of such design by the entrant in this Contest, and have waived any applicable rights in such design in favor of the entrant; (iv) the use of submissions as contemplated by these official rules will not infringe upon the intellectual property rights, or defame or invade the publicity or privacy rights, of any third party, living or deceased. If an entrant is uncertain as to whether they can agree to these representations and warranties, they should confer with their legal counsel. Sponsor reserves the right at its sole and absolute discretion to request proof in writing of any necessary authorizations, assignment or waivers required herein.
  - b. Submissions must be in keeping with Sponsor's positive image. Without limitation, entries that are deemed by Sponsor, in its sole and absolute discretion, to be or to contain harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene or libelous content, or which encourages unlawful behavior, or which is hateful, or which is otherwise offensive or objectionable may be disqualified.
  - c. Submissions must be from an identifiable source. Any attempt to create a false identity, to impersonate any person or entity, or to make a false or misleading statement, or misrepresent an affiliation with any person or entity, may result in disqualification.
  - d. Entrants may incorporate the Duvel "D" registered trademark (USPTO Serial No. 79192292, Registration No. 5139615) (the "Sponsor Mark") in their design submission. In doing so, each entrant recognizes and acknowledges the Sponsor Mark and all rights therein and goodwill pertaining thereto belong exclusively to Sponsor and its parent company, Duvel Moortgat NV, and that all rights resulting from use of the Sponsor Mark in connection with this Contest inure to the benefit of Sponsor and its parent company.
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6. **Judging Periods.** During each Judging Period, eligible submissions will be judged by a panel selected by Sponsor consisting of three (3) individual representatives of Sponsor (collectively, the "Judging Panel"), based on the following criteria: 30% adherence to localizing theme for each respective 'open call' city; 30% creativity and originality; 30% quality of composition and design; and 10% overall impression. Each entrant and submission selected by the Judging Panel shall be considered a conditional Contest winner ("Conditional Winner"), subject to verification in accordance with these contest rules. The decisions of Sponsor and the Judging Panel with respect to the selection of each Conditional Winner are within Sponsor's sole discretion and shall be final.
  7. **Notification and Verification of Winner.** Each Conditional Winner will be notified at any time during the applicable Judging Period, but in no event later than 72 hours after the conclusion of each Judging Period, via email, text message, U.S. mail, telephone, or private delivery service (at Sponsor's sole discretion) and will be required to sign and return an Affidavit of Eligibility and Release of Publicity and Liability (where permitted by law) within seven (7) days of notification. The Conditional Winner's age is subject to independent age verification, and if failed, will result

in disqualification and prize forfeiture. In the event of noncompliance, if the Conditional Winner cannot be reached at the phone number, email address or address on that Conditional Winner's submission, or if the Conditional Winner fails to return timely the required Affidavit, the Conditional Winner will be disqualified and the prize will be forfeited, and an alternate Conditional Winner may be selected as time permits in Sponsor's sole discretion. All Conditional Winners otherwise acting in compliance with these contest rules, as determined by Sponsor, shall be deemed a verified winner ("Verified Winner").

8. **Prize.** Four (4) Verified Winners will have their design submissions featured on Duvel Promotional Premium Items, together with a text recognizing the Verified Winner's name and one (1) social media handle or URL (subject to approval from Sponsor) on all applicable Promotional Premium Items produced but excluding glassware; will receive one (1) pack of Promotional Premium Items featuring the applicable winning design, including twelve (12) glassware items, five (5) posters, five (5) t-shirts and one hundred (100) coasters to be mailed to Verified Winner by Sponsor, at Sponsor's sole cost and expense, within six (6) months of the conclusion of the applicable Judging Period; and will be recognized in DUSA-controlled social media posts with links to the Verified Winner's social handle or URL. "Promotional Premium Items" shall include glassware, posters, coasters, and t-shirts intended for promotional distribution only and not for retail sale. **By accepting the prize, the Verified Winner grants Sponsor, Administrator, and their affiliates an irrevocable, unrestricted, royalty-free, non-exclusive, worldwide right and license to reproduce the winning design in connection with the Promotional Premium Items and for related advertising and publicity purposes for period of two (2) years.** All costs, taxes, fees and expenses associated with receipt and/or use of the prize are the sole responsibility of the Verified Winner. No substitutions are allowed, except by the Sponsor in its sole discretion. Other prize restrictions may apply.
9. **Entry Conditions and Release.** By participating, each entrant (a) warrants and represents that he or she has complied in full with these official rules, including but not limited to all eligibility requirements, and further agree to be bound by these official rules and the decisions of Sponsor and/or the Judging Panel, which are final and binding in all respects; (b) grants to Sponsor, Administrator and their affiliates an irrevocable, unrestricted, perpetual, royalty-free, worldwide right and license to use all non-design submission elements, including each entrant's name, address (city and state), biographical information, statements, in whole or in part, without the ability to review, for Contest administration and publicity purposes, where permitted by law, including but not limited to the provision of the publically available winner's list and the promotion of the Contest and all other sweepstakes and contests sponsored by DUSA; (c) agrees to release, indemnify and hold harmless Sponsor, Administrator and their affiliates, officers, directors, employees and agents from and against any and all claims, demands, expenses, losses or damages (including reasonable attorney's fees) arising out of or related to entrant's participation in the Contest or any Contest-related activities, or acceptance, receipt, possession, use, or misuse of the prize, or any third party claims alleging infringement of trademark, copyright or other intellectual property rights.
10. **Limitation of Liability.** The Contest Entities: (a) are not responsible or liable for any and all costs, injuries, losses or damages of any kind due, in whole or in part, directly or indirectly, to participation in the Contest or any Contest-related activity, or from entrant's acceptance, receipt, possession and/or use or misuse of any prize; (b) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose; (c) assumes no responsibility for technical, hardware, software or other online entry malfunctions of any kind or unavailable network connections, or failed, incomplete or delayed electronic communications caused by the sender. If for any reasons (including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other cause beyond the control of the Sponsor, which corrupts or affects the administration, security, fairness, integrity or proper conduct of the

contest), the Contest is not capable of being conducted as described in these official rules, Sponsor shall have the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest, or disqualify submissions.

11. **General Conditions.** Sponsor reserves the right at any time, in its sole and absolute discretion, to disqualify an entrant that Sponsor believes is not in compliance with these official rules, or which has made a false or misleading statement on the entry or otherwise, and reserves the right to pursue all other rights and remedies available at law in the event of such disqualification.
12. **Disputes.** By participating, each entrant agrees that this Contest shall be governed by the laws of the State of Missouri, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the state in which Sponsor is located, and (a) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Jackson County, Missouri, (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorney's fees, (c) NO PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES, MAY BE AWARDED, AND (D) ENTRANTS HEREBY WAIVE ALL RIGHTS TO CLAIM SPECIAL DAMAGES AND ALL RIGHTS TO HAVE SUCH DAMAGES MULTIPLIED OR INCREASED.
13. **Privacy.** Information submitted to Sponsor by each entrant is subject to Sponsor's Privacy Policy.
14. **Winner List.** For a list of Contest winners send a self-addressed, stamped envelope to: **DUVEL MOORTGAT USA, LTD. DESIGN OPEN CALL CONTEST Winners' List Request**, 2501 Southwest Boulevard, Kansas City, Missouri 64108, on or around June 15, 2019.
15. **Sponsor:** Duvel Moortgat USA, Ltd., Kansas City, MO 64108.