

3. **CONFIRMATION OF ENTRY** –

- Once you email the registration form, you will receive a "Thank You" reply email within 48 hours. This Thank You reply email confirms that your Webmercial has been received and submitted into a review process.

Submissions that do not include all required information and do not adhere to the foregoing and following requirements will be considered void and will not be considered in the judging of this Contest. **Each Contestant is allowed a maximum of five (5) Entries in the Contest. The same Webmercial may not be registered for the Contest more than once.**

3. **CONDITIONS OF ENTRY:** As conditions of entry into this Contest, and by uploading and entering a Submission, Entrant warrants and represents that the Submission:
- a. is original and has been legally created;
 - b. All persons in the webmercial must be 25 years of age or older.
 - c. does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party;
 - d. has not been entered in previous contests, or won previous awards.
 - e. has not been published or distributed previously in any media.

Entrant represents that he/she owns all rights to his/her Submission, including, without limitation, the copyrights in the recording and the performance contained therein. Entrant further represents and warrants that the Entrant has obtained permission from each person whose name, image, likeness and/or voice ("Likeness") is included in the Submission, and that such person(s) have granted Entrant all necessary rights to use the person's Likeness as described in these rules, and that Entrant can make written copies of such permissions available to the Sponsor upon request. All persons must be 25 years of age or older in the webmercial. Sponsor's determination as to whether the Submission potentially violates the rights of any third party is final.

By uploading a Submission, Entrant irrevocably grants Sponsor and its affiliates, legal representatives, assigns, agents and licensees, the unconditional and perpetual right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), the Entrant's Submission, including, but not limited to, the recording and the performances contained therein (in each case, as submitted or as edited/modified in any way by the Sponsor, in its sole discretion), as well as to use Entrant's name, likeness, photograph (collectively, "Likeness"), and/or statements regarding his/her participation in this Contest (with or without using the Entrant's name) in any and all media without limitation as to time or territory, and without additional compensation or approval from the Entrant or any other party. Entrant waives intellectual property rights, privacy/publicity rights or other legal or moral rights that might preclude the Sponsor's use of the Submission, and agrees not to sue or assert any claim against the Sponsor for the use of the Submission or Entrant's Likeness or statements.

Entrant agrees to indemnify and hold Sponsor, its agencies and Contest Parties and their respective affiliates, officers, directors, agents, co-branders or other partners, and any of their employees (collectively, the "Indemnitees"), harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Indemnitees due to or arising out of the Entrant's Submission, or the Entrant's conduct in creating a Submission or otherwise in connection with this Contest, including but not limited to claims for trademark infringement, copyright infringement; violation of an individuals right of publicity or right of privacy; or defamation. Entrant further agrees to release Sponsor from any and all claims that any advertising subsequently produced, presented, and/or prepared by or on behalf of Sponsor infringes Entrant's rights with regard to any elements, characters or ideas contained in any Submission.

4. **SUBMISSION FORMAT AND CONTENT REQUIREMENTS:**

a. Creative Assignment:

Think of an idea for Point Nude Beach Summer Wheat webmercial. But first...

A little brand background.

Point Nude Beach Summer Wheat is the latest summer seasonal release from the Stevens Point Brewery, 2617 Water St., Stevens Point, WI. The Stevens Point Brewery is the 2nd oldest brewery in

Winner and Runner-Up Winners' will be required to irrevocably assign and transfer to Sponsor any and all rights, title and interest in his/her Entry, including, without limitation, all copyrights, and agree to waive all moral rights in that Entry. Winner and Runner-Up Winners' will be required to complete, sign and return an Affidavit of Eligibility, Liability Release, Copyright Assignment and, where lawful, a Publicity Release. Winner and Runner-Up Winners' will also be required to obtain signed publicity releases from all identifiable individuals featured in Winner and Runner-Up Winners' chosen Entry. All completed documents must be returned to Sponsor within 5 days of the date notice was sent or Winner and Runner-Up Winners' status will be forfeited and an alternate may be selected. **Notification of Winner and Runner-Up Winners' status must be kept confidential until their Entries are publicly revealed by Sponsor.** The Grand Prize and Runner-Up Winners may also be required to sign additional documents, as deemed necessary by Sponsor in its sole discretion. Grand Prize Winner is solely responsible for any taxes on their respective prize, and will receive an IRS Form 1099 for the value of their prize. No substitution of prize is offered, except at the sole discretion of the Sponsor. Prizes are non-transferable. If for any reason the Contest is not capable of running as planned, including without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right, at its sole discretion to cancel, modify or terminate the Contest. Further, Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest or any Sponsor or YouTube; (b) violating the Official Rules; (c) violating the YouTube Terms of Service, or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Sponsor reserves the right to require grand prize and/or runner-up Winners to submit to a confidential background check to confirm eligibility as a condition of awarding the prize to help ensure that the use of any such person in advertising or publicity for the Contest will not bring Contest Parties into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest as determined by Sponsor in its sole discretion.

8. **LIMITATIONS OF LIABILITY AND RELEASE:** No liability or responsibility is assumed by Sponsor or Contest Parties resulting from any user's participation in or attempt to participate in the Contest or ability or inability to upload or download any information in connection with participating in the Contest. No responsibility or liability is assumed by the Sponsor or Contest Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any email transmissions to be sent or received; lost, late, delayed or intercepted email transmissions; inaccessibility of the Web Site in whole or in part for any reason; traffic congestion on the Internet or the Web Site; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest. Sponsor and Contest Parties are not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Web Site. Use of Web Site is at user's own risk. Sponsor and the Contest Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Contest, use of the Web Site or the download of any information from the Web Site. By participating in the Contest, the Entrant releases Sponsor and Contest Parties from any and all claims, damages or liabilities arising from or relating to such Entrant's participation in the Contest. By accepting a prize in the Contest, Winners agree that the Sponsor and Contest Parties shall not be liable for any loss or injury resulting from participation in the Contest, acceptance or use of any prize. Sponsor and Contest Parties are not liable in the event that any portion of the Contest or scheduled webmercial broadcast is cancelled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control (a "Force Majeure Event"). Should a Force Majeure Event occur, Sponsor may, but is not obligated to, exercise webmercially reasonable efforts to air the Grand Prize and Runner-Up Prize winning Webmercials at another time or make a reasonable substitution in its sole discretion.
9. **Winner List:** For a list of the Grand Prize and Runner-Up Winners, visit www.pointbeer.com or send a self addressed, stamped, #10 envelope to: Stevens Point Brewery, 2617 Water St., Stevens Point, WI 54481.

10. **Sponsor:** Stevens Point Brewery, 2617 Water St., Stevens Point, WI 54481
Powered by YouTube. YouTube, the YouTube logo, YouTube broadcast yourself are registered trademarks of YouTube, LLC