Dutch Bros
Good Vibes Only Campaign
Terms and Conditions

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

Objective. Hey DB Fam! We need your help! Have you had a really rad experience with a brosita (Dutch Bros employee)? We wanna hear about it! Your story could be featured in Dutch Bros Social, on our website, or in an email blast!

Promotional Period. The Good Vibes Only Campaign ("**Promotion**") begins at January 10, 2022 at 12:00am PST and ends at February 28 2022, at 11:59pm PST ("**Promotional Period**"). Entries received before or after the Promotional Period are not eligible for the Promotion.

Sponsor. The Promotion is sponsored by DB Franchising USA, LLC, 110 SW 4th Street, Grants Pass OR, 97526 ("**Sponsor**"). This Promotion is in no way sponsored, endorsed or administered by, or associated with Klayvio, Braze, Instagram, Facebook, Twitter, or Snapchat ("**Media Websites**"). Each Promotion entrant is providing his or her information to Sponsor and not to Media Websites.

How to Enter. Visit www.DutchBros.com/Good-Vibes-Only and submit your story that supports the Objective (along with your name and email address) and you will be entered to win a prize ("**Entry**") from a random drawing on or around March 1, 2022. At your option, you may submit images or videos that support the story. By submitting an Entry, you indicate your full and unconditional agreement to these Terms and Conditions. As further covered in the Intellectual Property terms below, you must own or have all necessary rights and permissions to share all of the information and content contained in the Entry, *e.g.* names, photos, videos.

Eligibility. The Promotion is open to legal residents of the United States (excluding Rhode Island, New York and Florida) including its commonwealths, territories and possessions (collectively referred to herein as "states") (the "**Territory**"), who are at least eighteen (18) years old at the time of entry.

Employees of the Sponsor, and any of their subsidiaries, affiliates, representatives, consultants, contractors, legal counsel, and advertising, public relations, promotional, fulfillment, and marketing agencies, web site providers, web masters, or the immediate family members and persons living in the households of each of them are not eligible to enter or win the Promotion.

Promotion void where prohibited or restricted by law and void outside of Territory.

Entry limit. Limit of one (1) Entry per person regardless of the number stories submitted.

Prize. We will randomly select 3 entrants and award each "Winner" one (1) Dutch Bros 'swag box' ("Prize"). The approximate retail value of each Prize is $300 (USD). Prizes may not be transferred, substituted, or exchanged. We reserve the right in Sponsor's sole discretion to substitute any prize or portion thereof of equal or greater value if any Prize or portion thereof is unavailable for any reason.

Taxes and Fees. Every Winner is solely and fully responsible any and all applicable federal, state, and local taxes (including, but not limited to, income and sales taxes) and all fees and expenses related to award, redemption, acceptance and uses of the Prize. Each winner waives the right to assert as a cost of winning a prize, any and all costs of verification and redemption or travel to redeem the prize.

Notification and Requirements of Potential Winner. Sponsor's decisions are final and binding on all matters relating to this Promotion. Potential Winners will be notified via email using the email address submitted with any Entry. If a potential Winner does not respond and comply with the instructions in the email then we may award the prize to another randomly selected entrant.

Each Winner may be required to submit his/her valid social security number (if applicable) and/or other identification to Sponsor and will be required to sign and return an Affidavit of Eligibility, and Release of Liability and, unless prohibited by law, Release of Publicity, within five (5) days of date of issuance. A disqualification will result, the Prize will be forfeited and, at Sponsor's sole discretion and time permitting, an alternate Winner may be randomly selected from among all remaining eligible entries if all required documents are not properly executed and returned within the specified period of time. Refusal or return of such documents as non-deliverable or Winner's noncompliance with these Official Rules will also result in disqualification and forfeiture of the Prize and, at Sponsor's sole discretion and time permitting, may cause an alternate Winner to be selected from among all remaining eligible entries.

Prize limit; no substitution; non-transferrable: The right to receive a prize is non assignable and non-transferable and no prize substitution or exchange or cash equivalent will be allowed except by the Sponsor, who reserves the right to substitute a prize (or portion of prize) in case of unavailability of a prize or force majeure. In the Sponsor's sole discretion, some or all of the Promotion prize(s) may not be awarded.

Intellectual Property. By entering the Promotion and submitting an Entry, you: (1) agree that your Entry is an original work of authorship and that you own all right, title, and interest in the Entry as of the date of submission, or have all necessary rights and authorizations to submit it and the express permission of all individuals, content, and materials embodied in the Entry to submit it for possible use as provided herein; (2) agree that your Entry does not infringe upon the copyrights, trademarks, rights of privacy, rights of publicity, or other intellectual property or other rights of any person or entity; and (3) grant to Sponsor and its successors, designees, and affiliates the perpetual and unlimited right and license to use, license, edit, modify, duplicate, and create derivative works from your Entry, throughout the world and in perpetuity, including, but not limited to, the right to publish, display, broadcast, distribute, reproduce, perform, create derivative works from and otherwise use and exploit the Entry via the Internet or any other interactive media, on television, in print and/or any other media currently existing and hereafter developed and without limitation and without payment of any compensation to you or your heirs and successors, (a) on its own or as part of any audiovisual or other production; (b) to advertise any products or services of Dutch Bros or for any other advertising, marketing, publicizing and promotional purposes and in any materials related thereto; and/or (c) for any other purpose whatsoever. Nothing herein will obligate Sponsor to make any use of any of the rights set forth herein.

ASSIGNMENT OF RIGHTS IN WINNING ENTRY. WINNER AGREES TO ASSIGN AND TRANSFER TO DB FRANCHISING USA, LLC ALL RIGHTS, TITLE, AND INTEREST IN AND TO THE WINNING ENTRY, WHETHER NOW EXISTING OR ARISING IN THE FUTURE, AND WINNER MUST AGREE TO TERMS OF SPONSOR'S ASSIGNMENT OF RIGHTS AGREEMENT.

RELEASE AND LIMITATIONS OF LIABILITY. BY PARTICIPATING IN CONTEST, YOU AGREE TO RELEASE AND HOLD HARMLESS DB FRANCHISING USA,LLC AND EACH OF ITS RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (THE "**RELEASED PARTIES**") FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF PARTICIPATION IN THE PROMOTION, IN CONNECTION WITH THE ENTRY, OR RECEIPT OR USE OF ANY PRIZE, CLAIMS OF COPYRIGHT OR TRADEMARK INFRINGEMENT, FALSE ENDORSEMENT, LIBEL, SLANDER, DEFAMATION OR INFRINGEMENT OF RIGHTS OF PUBLICITY OR PRIVACY

BASED ON YOUR ENTRY. YOU FURTHER WAIVE THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, PUNITIVE, CONSEQUENTIAL, DIRECT, OR INDIRECT DAMAGES. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY CONTEST PRIZE CANNOT BE AWARDED DUE TO A FORCE MAJEURE EVENT, INCLUDING WITHOUT LIMITATION, ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM.

General Conditions. Sponsor reserves the right, in Sponsor's sole discretion, to cancel, terminate, modify or suspend the Promotion or the Promotional Period should any cause beyond Sponsor's control corrupt or affect the administration, security, fairness, or proper conduct of the Promotion. In such case, as necessary, Sponsor may select the Winner(s) from all eligible entries received prior to and/or after the action taken by Sponsor. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Promotion or website or violates these Official Rules. The Sponsor has the right, in Sponsor's sole discretion, to maintain the integrity of the Promotion, to void entries for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed these Official Rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by you to deliberately damage any website or undermine the legitimate operation of the Promotion may be a violation of criminal and civil laws. Should such attempt be made, the Sponsor reserve the right to seek damages to the fullest extent permitted by law.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH ENTRANT AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.

Privacy and Publicity. Any information you submit as part of the Contest will be used for purposes of this Contest and treated in accordance with Sponsor's Privacy Policy (https://dutchbros.com/privacy-policy) and Terms of Service (https://dutchbros.com/terms-of-service). Except where prohibited, participation in the Contest constitutes your consent to Sponsor's use of your name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration.

Disputes. Except where prohibited by law, as a condition of participating in this Promotion, each entrant agrees that (1) any and all disputes and causes of action arising out of or in connection with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association ("**AAA**"); and (2) the Federal Arbitration Act shall govern the interpretation, enforcement, and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction.

Governing Law and Jurisdiction. This Promotion is governed by United States law and is subject to all applicable federal, state, and local laws and regulations. Void where prohibited. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants. In connection with this Promotion, Sponsor shall be governed by and construed in accordance with, the laws of the State of Oregon, without giving effect to the conflict of laws rules thereof, and any matters or proceeding which are not subject to arbitration as set forth in the "Disputes" section above of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Oregon.

Winner's List. For a list of Winners (available on or around March 1, 2022, mail a self-addressed stamped envelope to: Good Vibes Only Campaign Winners' list, PO Box 1929, Grants Pass, Oregon 97528. Winners' list requests must be received by February 28, 2022.