

SINGHA SELFIE CONTEST

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

CONTEST PERIOD AND SPONSOR: The “Singha Selfie Contest” (the “Contest”), is your opportunity to show off your photography skills by submitting your selfie photos, as described in the Official Rules, in this Contest sponsored by Singha North America, Inc. (“Sponsor”). Contest begins at 12:00 a.m. Pacific Time (“PT”) on June 1, 2019 and ends at 11:59 p.m. PT on November 30, 2019 (the “Contest Period”). The Contest Period will be divided into six (6) monthly entry periods as outlined in the chart below (each, a “Monthly Entry Period”). This Contest is in no way sponsored, endorsed, or administered by, or in association with Instagram. The information you provide will be used for the purposes of Contest administration.

Monthly Contest Period	Begins at 12:00 a.m. PT on:	Ends at 11:59 p.m. PT on:
1	June 1, 2019	June 30, 2019
2	July 1, 2019	July 31, 2019
3	August 1, 2019	August 31, 2019
4	September 1, 2019	September 30, 2019
5	October 1, 2019	October 31, 2019
6	November 1, 2019	November 30, 2019

ELIGIBILITY: To enter the Contest, you (“Entrant”) must be a lawful permanent resident in one of the fifty (50) United States or the District of Columbia, 21 years of age or older. Employees of Sponsor, and its affiliated companies, parents, subsidiaries, and advertising and promotion agencies (herein collectively, the “Contest Entities”), members of the alcoholic beverage industry, and each of their immediate families (i.e., parents, children, siblings, spouses) and members of their households (whether related or not) are ineligible to participate in this Contest. Contest is void in Puerto Rico, U.S. territories and possessions, outside of the fifty (50) United States and District of Columbia, and where restricted or prohibited by law. By entering, Entrants agree to be bound by these Official Rules, including all eligibility requirements and the decisions of the Sponsor, which are final and binding.

HOW TO ENTER: During the Contest Period, there are two (2) ways to enter:

1. **Instagram:** Log-in to your Instagram account and post a photo that displays you and Singha in an iconic American setting or in an outdoor activity (photo need not include a Singha product) (“Photo”). You must include the hashtags #SinghaSelfieContest and #SinghaBeer in your post to receive one (1) entry (each, an “Entry”). Use of the #SinghaSelfieContest hashtag constitutes an entrant’s unconditional acceptance to the terms and conditions of these Official Rules. An entrant must have a non-private Instagram account to enter the Contest and must be a follower of @Singhabeer_us until December 15, 2019, for winner notification purposes to be eligible to win/claim a prize. An Instagram account is required to enter via this method and is available for free at www.instagram.com.

2. **Singha’s Website:** Entrants can view the Official Rules and enter the Contest online by visiting www.singhabeerusa.com (the “Website”) and following the links to the Singha Selfie Contest entry page. There, you will be prompted to complete an online entry form requiring: (1) Entrant’s first and last name, email address, street address and city and state; (2) a photo that displays you and Singha in

an iconic American setting or in an outdoor activity (photo need not include a Singha product). (“Photo”); and (3) attestation that the Photo is an original work, owned exclusively by the Entrant (collectively, “Entry”). All required information on the entry form must be completed to enter and to be eligible to win. You will receive one (1) Entry into the Contest, upon successful submission of your Entry during the Contest Period.

Sponsor will perform a screening of all Entries submitted in this Contest and only initially approved Entries may be viewable on Sponsor’s Instagram account or Website. Sponsor’s posting of a Photo does not confirm and is not evidence that an Entry has satisfied all submission criteria in these Official Rules. Once an Entry is submitted in the Contest it may be made available on the Website or on Sponsor’s Instagram account for viewing by the general public and any such posting will be deemed made at the direction of the entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act. BY SUBMITTING AN ENTRY, ENTRANT AGREES THAT THE ENTRY, ENTRANT’S INSTAGRAM HANDLE, AND ENTRANT’S FIRST NAME AND LAST INITIAL MAY BE POSTED ON THE WEBSITE AND ON INSTAGRAM, AT SPONSOR’S SOLE DISCRETION.

All Entries must be submitted by the dates and times specified in the chart above to be considered for the applicable Monthly Entry Period. Limit one (1) Entry per person per Monthly Entry Period, regardless of method of entry. You may only use one (1) Instagram account to enter this Contest. Entries not selected to win a prize in a Monthly Entry Period will automatically be entered into the next Monthly Entry Period (excluding entries received in the November Monthly Entry Period). Entries received from any person or Instagram account in excess of the above stated limitation will be void. Entries will be declared made by the authorized account holder of the Instagram account submitted at time of entry. “Authorized account holder” is defined as the natural person who is assigned to an Instagram account by Instagram. Entries generated by script, macro or other automated means are void.

REQUIREMENTS OF ENTRIES: Entry may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- is sexually explicit or suggestive; violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes irresponsible drinking, underage drinking, or the abuse of alcohol, use of illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group;
- appears to duplicate any other submitted Entries;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors, or theme parks) owned by others, without permission;
- contains any personal identification, such as personal names or e-mail addresses;
- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate; and/or

- violates any law.

Entry must be the original work of the entrant, and must depict a visual reference to Singha beer in an iconic American setting or in an outdoor activity. The Entry may, but need not, include pictures of Singha products or packaging, but must include a recognizable reference to Singha beer. Entry may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. Any entrant who incorporates any intellectual property owned by a third party into his or her Entry does so at his or her own risk. If the Entry contains any material or elements that are not owned or controlled by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Sponsor in the manner set forth in these Official Rules. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any Entrant at any time. Failure to provide such proof, if requested, may render Entry null and void. If Sponsor is duly notified that any element of an entrant's Entry infringes upon the rights of another person and/or receives a legally valid request to remove the affected Entry from the Website because of such infringement, such Entry may be disqualified from the Contest, as Sponsor may determine in its sole discretion. By submitting an Entry, entrant warrants and represents that they consent to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein. Any Entry that does not comply with these Official Rules will not be considered a valid Entry in this Contest. If any Entry fails to comply with any of these Entry requirements or any other provisions of these Official Rules, at the Sponsor's sole discretion, Sponsor reserves the right to disqualify the entrant. Further, no entrant will be eligible to receive a prize unless Sponsor determines, in its sole and absolute discretion, that such entrant's Entry has been or can be sufficiently cleared for legal purposes.

JUDGING CRITERIA: All eligible Entries received by Sponsor during each Monthly Entry Period will be judged by a panel of qualified judges utilizing the following criteria: Appropriateness of the Entry to the Contest theme (35%); creativity and originality (35%); photo quality and uniqueness (30%). The one (1) Entry from each Monthly Entry Period receiving the highest score will be deemed a potential First Prize winner. Non-winning Entries from one Monthly Entry Period will be automatically entered and considered for subsequent Monthly Entry Periods. At the conclusion of the Contest Period, the one (1) Entry with the highest overall score will be deemed the potential Grand Prize winner. In the event of a tie, the Entry with the highest score in the "creativity and originality" criteria will be deemed the potential winner. Sponsor reserves the right not to award a First Prize in any Monthly Entry Period, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries. Sponsor further reserves the right to award more than one First Prize in any Monthly Entry Period if, in its sole discretion, it receives more than one Entry that tie for the winning score for that Monthly Entry Period.

NOTIFICATION/PRIZE CLAIMS: Each potential First Prize Winner will be contacted by Instagram direct message or comment within seven (7) business days following the conclusion of each applicable Monthly Entry Period (the "Notification"). The potential Grand Prize winner will, and each potential First Prize Winners may be required to sign and return, within five (5) days of receipt, an Affidavit of Eligibility/Liability/Publicity Release and an IRS W-9 Form (the "Paperwork") in order to claim the prize. Potential Grand Prize winner will be required to provide within five (5) days after notification of being selected as a potential Grand Prize winner, copies of current passports for winner and guest, valid for not less than six (6) months after the date of travel from the US ("Travel Documents"). If a potential First Prize Winner or potential Grand Prize winner fails to return the Paperwork or Travel Documents, as applicable, within the required time, if the First Prize Notification is returned as undeliverable, or if an Entrant is found to be ineligible, or if he/she does not comply with the Official Rules, then the potential First Prize Winner or Grand Prize winner will be disqualified and a runner-up potential prize winner will

be selected. Even if the name of a potential First Prize Winner is publicly announced, the potential First Prize Winner must complete all documents provided and be confirmed by Sponsor prior to receiving a First Prize. Once a potential First Prize Winner has been confirmed by the Sponsor, except where prohibited by law, First Prize Winner's Entry and acceptance of the First Prize constitutes permission for the Contest Entities to use said First Prize Winner's name, photograph, likeness, statements, biographical information and voice on a worldwide basis, and in all forms of media, in perpetuity, without further compensation.

FIRST PRIZES - (6) Total Prizes; (One (1) per Monthly Entry Period): Each First Prize Winner will receive:

- A Singha gift set consisting of branded Singha items such as apparel (e.g., hats, t-shirts, etc.); glassware, or other Singha-branded items, to be determined by Sponsor (**does not include alcohol**).

Approximate Retail Value ("ARV") of each First Prize gift set: \$50.

GRAND PRIZE (1): Grand Prize Winner will receive the following:

- Round trip airfare for Winner and a Guest to Chiang Rai, Thailand to coincide with the annual Singha Park International Balloon Fiesta in mid-February 2020;
- Five (5) nights hotel accommodations in Chiang Rai, northern Thailand;
- Two (2) tickets to attend the Balloon Festival;
- Ground transportation to and from event.

ARV of Grand Prize: \$4,500.

PRIZE RESTRICTIONS: No prize substitution, except at Sponsor's sole discretion or as otherwise provided herein. Prizes are not transferable. Winners are solely responsible for all other expenses not specified herein, including but not limited to applicable federal, state and local taxes. **Grand Prize eligibility contingent on winner's production of valid Travel Documents and ability to travel to Thailand on the selected dates.**

CONTEST RULES OF PARTICIPATION: This Contest is subject to all applicable federal, state and local laws. By participating, Entrants agree to be bound by these Official Rules and the decisions of the Sponsor and waive any right to claim ambiguity in the Contest or these Official Rules. Contest Entities are not responsible for lost, late, misdirected, undeliverable, delayed, or incomplete Facebook or Instagram posts or Entries, whether due to system errors or failures, faulty transmissions or other telecommunications malfunctions, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, or otherwise. Sponsor may prohibit an Entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Entrants, Sponsor, or Contest Entities. If for any reason this Contest is not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest and determine the potential First Prize Winner(s) (and potential Grand Prize winner) for the applicable

Monthly Entry Period(s) from those Entries received up to the cancellation/suspension date using the judging criteria outlined above. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

NO LIABILITY: By entering, Entrants and each First Prize Winner agrees to comply with all Official Rules, as stated and agrees to release, discharge, indemnify and hold harmless the Sponsor, its affiliates, and their respective agents, representatives, officers, directors, shareholders, and employees, including the aforementioned Contest Entities in the "ELIGIBILITY" section above from any claims, actions, injury, loss or damage of any kind, including, without limitation, personal injury or death, resulting, directly or indirectly, in whole or in part, from participating in this Contest or from the acceptance, possession, or use or misuse of any prize. This limitation of liability is a comprehensive limitation of liability that applies to all damages of any kind, including, without limitation, compensatory, direct, indirect, or consequential damages; loss of data, income or profit; loss of or damage to property; and claims of third parties. Entrants agree that Contest Entities have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, statutory, express or implied, including, without limitation, the implied warranties of merchantability, title, and fitness for a particular purpose, in fact or in law, relative to this Contest.

LICENSE/USE OF ENTRIES: By submitting an Entry, and to the extent allowed by law, you grant the Contest Entities a perpetual, worldwide, royalty-free, non-exclusive, sub licensable, unconditional and transferable license to edit, modify, cut, rearrange, add to, delete from, reproduce, encode, store, modify, copy, transmit, publish, post, broadcast, display, adapt, exhibit and/or otherwise use or reuse your Entry, name, photo, and biographical material including, but not limited to, all materials submitted in connection with the Contest in any and all media, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation to entrant or any third party.

ARBITRATION: Except where prohibited by law, as a condition of participating in this Contest, participant agrees that (1) any and all disputes 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 final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the participant; (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. Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Contest), and participant further waives all rights to have damages multiplied or increased.

CHOICE OF LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the State of California, USA.

WINNER'S NAMES/RULES REQUEST: To receive a list of First Prize Winners, Grand Prize Winner, or an additional copy of these Official Rules, send a self-addressed, stamped business-size (#10)

envelope to be received by February 28, 2020 to: “Singha Photo Contest”, Singha North America, Inc., 303 Twin Dolphin Drive, Suite 600, Redwood City, CA 94064. Please specify “Winner List” or “Rules Request.”

SPONSOR: Singha North America, Inc., 303 Twin Dolphin Dr., Suite 600, Redwood City, CA 94065