

DUTCH BROS VIBES STICKER CONTEST (“CONTEST”) OFFICIAL RULES

Dutch Bros Vibes: Create a design that shows the spirit of Dutch Bros! We encourage you to use playful graphics and/ or typography to bring the fun, heart and high energy of Dutch Bros to life. The Grand Prize Winner’s design will be used as Dutch Bros’ June 2025 Sticker of the Month (SOTM).

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

Sponsor. The Contest is sponsored by DB Franchising USA, LLC, 300 North Valley Drive, Grants Pass OR, 97526 (“**Sponsor**”).

Agreement to Official Rules. By entering (as described below), you indicate your full and unconditional agreement to (a) these Official Rules and (b) Sponsor’s decisions, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein and any other rules or regulations the Sponsor implements. The Sponsor reserves the right, at any time in its sole discretion, to amend or modify these Official Rules.

Contest Period. The Contest begins on Tuesday, February 18, 2025 at 7 am MT and ends on Tuesday, March 4, 2025 at 11:59 pm MT (“**Contest Period**”). You may enter the Contest by following the instructions below.

How to Enter. In order to enter the Contest, you must visit <https://dutchbros.com/vibes-sticker-contest> (the “**Contest Website**”) and complete the following steps to submit an entry (an “**Entry**”):

- (1) Complete all required fields in the entry form in its entirety.
- (2) Upload your sticker design (“**Design**”).
- (3) Submit to receive one (1) Entry into the Contest.

You must fulfill all Contest requirements, as specified herein, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of the Sponsor. Entries received prior to or after the Contest Period are not eligible for the Contest.

Entry Limit. Limit of one (1) Entry per individual during the Contest Period. Any additional Entries received from any person or email account beyond the first Entry received will be void and will be disqualified. You may not enter more times than indicated by using multiple identities or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of the Sponsor.

Eligibility. The Contest is open to legal residents of the United States 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. Corporate Headquarter employees of the Sponsor, and any of Sponsor’s subsidiaries, franchisees, 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 Contest. For the avoidance of doubt, Dutch Bros company owned and franchisee owned shop level “broista” employees are eligible to enter and win the Contest. Contest void where prohibited or restricted by law and void outside of Territory.

Contest Entry Requirements and Conditions.

- Each submitted Design must be original, without the use of Artificial Intelligence technology, and the complete Entry must be an original work of the entrant, must have been created by the entrant and must be truthful.
- The Entry cannot contain any commercial content or trademarks other than those of the Sponsor or its products.
- The Entry must not contain any material or elements that are not owned by the entrant and/or which are subject the rights of third parties.
- The Design cannot have been published in any form unless the design features changes considered significant to the judges or Sponsor in their sole and absolute discretion. ● Once an Entry has been submitted, it cannot be modified or deleted by entrant. ● The Entry cannot be profane, pornographic, sexually explicit or suggestive or contain nudity.
- The Entry cannot be violent or promote firearms/weapons.
- The Entry cannot contain or promote cannabis, illegal drugs or tobacco. ● The Entry cannot defame, misrepresent or contain disparaging remarks about people, brands, products or companies.
- The Entry cannot contain content that defaces or depicts any person, brand, product or company in a negative or inappropriate manner.
- The Entry cannot be obscene or offensive, endorse any form of hate or hate group or be derogatory to any ethnic, racial, gender, religious, professional or age group. ● The Entry cannot reference or contain materials embodying copyrighted images, names, likenesses or other indicia identifying any brand, products, company or person, living or dead, without permission.
- The Entry cannot communicate messages or images inconsistent with the positive images and/or goodwill to which the Sponsors wish to associate.
- The Entry cannot depict illegal activity and cannot itself be in violation of any law.

Design Requirements:

Format: Illustrator File (.ai) & Printable PDF - zipped (.zip)

Size: 4” x 4” max (can be die-cut)

Bleed: 1/8” beyond dieline

Single-sided

CMYK Full Color (4/0)

Other Things to Note:

- The dieline should be clearly marked on a separate layer using a spot color (not CMYK).
- Don't forget to include all the fonts, images and graphics needed for print!

By submitting an Entry, the entrant understands and grants to Sponsor an irrevocable, perpetual, non-exclusive worldwide license to use his/her Entry, Design, name, hometown and likeness on the Sponsor’s various websites and social media sites and in advertising and/or promotional activities worldwide without compensation, permission or notification. Sponsor reserves the right in its sole and absolute discretion to alter, change or modify any Entry, including any Design.

By submitting an Entry, entrant warrants and represents that: (a) Entry does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other legal or moral rights of any person or entity; (b) entrant owns all rights to the Entry, including without limitation, copyrights; and (c) entrant will indemnify and hold harmless the Sponsor, and related entities, agents and assigns from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of your representations and warranties herein, the Entry, or entrant's conduct in creating the Entry, the acceptance or use of any prize or otherwise in connection with this Contest.

GRAND PRIZE. One (1) Grand Prize Winner will receive: one (1) iPad Pro; one (1) Apple Pencil Pro; and one (1) Dutch Bros merch box. Total Approximate Retail Value of the Grand Prize ("ARV"): \$1,228. No portion of this Grand Prize is tax deductible.

Runner-Up Prizes. There are two (2) Runner-Up Prizes available to be won. The second place Runner-Up Prize will include: one (1) \$200 Dutch Bros gift card; and one (1) Dutch Bros merch box. The third place Runner-Up Prize will include: one (1) \$100 Dutch Bros gift card; and one (1) Dutch Bros merch box. ARV of all Runner-Up Prizes: \$200 - \$300.

The total ARV of all prizes to be awarded: \$1,728

Contest prizes are not transferable, except at the sole discretion of Sponsor. Sponsor reserves the right in its sole and absolute discretion, to substitute any prize or prize component with a prize or prize component of equal or greater value. All taxes and other expenses, if any, are the sole responsibility of the Winner. All federal, state, and local laws apply.

Judging and Winner Determination. All eligible Entries received during the Contest Period will be judged by a panel appointed by the Sponsors, who shall use the criteria set forth below:

Overall Design (50%)

Is the design eye-catching and clear? (y/n)

Not: low quality, negative or inappropriate

Creativity (20%)

Is the design unique and interesting? (y/n)

Not: expected, boring or stolen from the internet

Color Use (15%)

Do the colors make sense? (y/n)

Not: black & white, too dark, or unable to print

Technicalities (15%)

Does the design work as a sticker?(y/n)

Not: too big, too small or too detailed to print

Judges will review all Entries and select a limited number to become finalists. The top ten (10) Entries that receive the highest total score based on the judging criteria will each be deemed a potential finalist (each, a "Finalist Entry," collectively "Finalist Entries"). All potential Finalist Entries will then be voted on by the public on the Contest landing page. The Finalist Entry that receives the highest number of votes will be deemed the potential Grand Prize winner (the "Grand Prize Winner"). The two (2) Finalist Entries that receive the second and third highest

number of votes will be deemed potential second and third place Runner-Up Prize winners (each, a “Runner-Up Prize Winner”). Grand Prize Winner and Runner-Up Prize Winners collectively may be referred to herein as “Winner” or “Winners”. In the unlikely event of a tie, the tied Entry with the highest score in Criterion 1.a, Overall Design, will be deemed the potential Finalist Entry or Grand Prize Winner. If additional tie breakers are needed, the tie-breaking mechanism above will be used; however, instead of the highest score in Criterion 1.a determining the potential Finalist Entry or Grand Prize Winner from among the tied entries, the highest scores in each of Criteria 1.b through 2.c, in sequence (to the extent needed) will determine the potential Finalist Entry or Grand Prize Winner. In the event additional tiebreakers are needed, all tied Entries will be judged by a separate panel of judges using the judging criteria above.

Sponsor’s decisions are final and binding on all matters relating to this Contest.

Notification and Requirements of Finalists. Finalists will be notified via the email address and/or phone number provided with the Entry on or around March 2025 and will be required to sign and return, within five (5) days of notification, a Confidentiality Agreement and where allowable, a Publicity Release in order to move on to the next round for public voting. If a Finalist does not respond and comply with the instructions within the specified time frame, a disqualification will result, and, at Sponsor’s sole discretion and time permitting, an alternate Finalist may be chosen from among all remaining eligible Entries.

Notification and Requirements of Potential Winners. Potential Winners will be notified via the email address and/or phone number provided with the Entry on or around March 2025 and must respond within five (5) days to claim the Prize. If a potential Winner does not respond and comply with the instructions within the specified time frame, a disqualification will result, the Prize will be forfeited and, at Sponsor’s sole discretion and time permitting, an alternate Winner may be chosen from among all remaining eligible Entries.

The Winners may be required to submit their 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 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 Contest prize(s) may not be awarded.

RELEASE AND LIMITATIONS OF LIABILITY. BY PARTICIPATING IN THE CONTEST, YOU AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, AND MEDIA WEBSITES, AND EACH OF THEIR 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 CONTEST OR RECEIPT OR USE OF ANY PRIZE, INCLUDING BUT NOT LIMITED TO: (A) UNAUTHORIZED HUMAN INTERVENTION IN THE CONTEST; (B) TECHNICAL ERRORS RELATED TO COMPUTERS, SERVERS, PROVIDERS, OR TELEPHONE, OR NETWORK LINES; (C) PRINTING ERRORS; (D) LOST, LATE, POSTAGE-DUE, MISDIRECTED, OR UNDELIVERABLE MAIL; (E) ERRORS IN THE ADMINISTRATION OF THE CONTEST OR THE PROCESSING OF ENTRIES; OR (F) INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM ENTRANT’S PARTICIPATION IN THE CONTEST OR RECEIPT OF USE OF ANY PRIZE. 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 Contest or the Contest Period at any time for any reason. 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. The 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 Contest or website or violates these Official Rules. The Sponsor has the right, in Sponsor’s sole discretion, to maintain the integrity of the Contest, 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 Contest 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 CONTEST 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 an entrant’s consent to Sponsor’s use of his/her name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration.

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 (including without limitation transportation). 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.

NO WARRANTY. EVERYTHING REGARDING THIS CONTEST, INCLUDING THE WEBSITES AND THE PRIZE(S), ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

Disputes. Except where prohibited by law, as a condition of participating in this Contest, each entrant agrees that (1) any and all disputes and causes of action arising out of or in connection with this Contest, 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 Contest 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 Contest, 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.

USE OF NAMES AND OTHER INFORMATION OF WINNER: EXCEPT WHERE PROHIBITED BY LAW, THE WINNER GRANTS TO THE SPONSOR (WHICH WINNER SHALL CONFIRM IN WRITING ON THE SPONSOR’S REQUEST), ITS PARENTS, SUBSIDIARIES, AFFILIATES, RETAILERS, DISTRIBUTORS, ADVERTISING AND CONTEST AGENCIES, SUPPLIERS, AND THOSE ACTING PURSUANT TO ITS AUTHORITY, THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING, BUT NOT LIMITED TO, THE WORLD WIDE WEB, AT ANY TIME OR TIMES, THE WINNER’S NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS, AND BIOGRAPHICAL INFORMATION (INCLUDING, WITHOUT LIMITATION, HOMETOWN AND STATE) FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION. PARTICIPANTS AGREE THAT THE SPONSOR WILL OWN THE CONTEST ENTRIES, WHICH WILL NOT BE ACKNOWLEDGED OR RETURNED, AND THAT THE SPONSOR AND ITS DESIGNEES WILL HAVE THE PERPETUAL, WORLDWIDE RIGHT TO EDIT, PUBLISH, AND USE THE CONTEST ENTRIES IN ANY WAY AND IN ANY MEDIA FOR TRADE, ADVERTISING, PROMOTIONAL, AND/OR OTHER PURPOSES AS THE SPONSOR AND/OR ITS DESIGNEES MAY DETERMINE WITHOUT FURTHER CONSIDERATION TO PARTICIPANTS OR ANY THIRD PARTY.

Winner’s List. For a list of Winners (available after June 4, 2025), mail a self-addressed stamped envelope to: 1930 W Rio Salado Pkwy, Tempe, AZ 85281. Winners’ list requests must be received by July 4, 2025.

This Contest is in no way sponsored, endorsed or administered by, or associated with

Facebook, Instagram, Tik Tok, Pinterest.

Void where prohibited.