

CONTEST RULES

ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

1. **ELIGIBILITY** - The Avondale Brewing Company Leasing Contest is open to legal residents of the fifty United States and the District of Columbia who are at least 18 years old at the time of entry. Employees of Avondale Brewing Company, Main Street Birmingham and other companies associated with the promotion of the contest, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The contest is subject to federal, state and local laws and regulations.
2. **SPONSOR** - The contest is sponsored by Avondale Brewing Company, located at 201 41st Street South, Birmingham, AL, 35222.
3. **AGREEMENT TO OFFICIAL RULES** - Participation in the contest constitutes entrants' full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.
4. **CONTEST PERIOD** - The contest begins on January 18, 2012 at 12:01am and ends on February 15, 2012 at 11:59pm (the Contest Period). Entries that are submitted before or after the Contest Period will be disqualified. Submissions will be accepted for the duration of the Contest using the following methods: Online submissions only.
5. **HOW TO ENTER** - Limit (1) entry per person, per business, per email address and per household for the duration of the Contest Period, regardless of method of entry. Entries received from any person, email address or household in excess of stated limitations will be void. All entries become property of Sponsor and will not be acknowledged or returned.
6. **SELECTION** - On or about February 20, 2012, a selection committee will, on behalf of the Sponsor, select five potential winners (Finalists) from among all eligible entries received. The Sponsor will attempt to notify the Finalists via telephone or email on or about February 20, 2012. If a Finalist cannot be contacted within five (5) days after the date of the first attempt to contact him/her, the Sponsor may select an alternate Finalist in his/her place from the remaining non-winning, eligible entries. During the month of February, 2012, the five Finalists will be invited for interviews with the Sponsor and the selection committee. Refusal to participate in an interview during the month of February, for any reason, will result in the disqualification of the a Finalist. Finalists will be required to submit information requested by the Sponsor for financial and background checks, credit check, proof of any other funds or ability to fund the business. Refusal to submit the requested information will result in the disqualification of a Finalist. Finalists will be asked to sign a Letter of Intent to lease the space should he/she be declared the winner of the contest. Refusal to sign the Letter of Intent will result in the disqualification of a Finalist. The selection committee will choose the winner from the remaining eligible Finalists.

7. **WINNER NOTIFICATION** - The Winner will be notified by email, mail or phone call within five days of selection. If the Winner cannot be contacted within five days of the date of notice, the Winner forfeits the prize. Finalists must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that the Winner is disqualified for any reason, sponsor will award the applicable prize to an alternate winner as determined by the selection committee. Only one alternate selection will be made, after which the prize will remain un-awarded.
8. **PRIZE** - The winner will be eligible to sign a lease to rent either 1800 or 2400 square feet of the ground floor of the property located at 200 South 41st Street, Birmingham, AL, 35222, according to terms negotiated during the final phase of interviews. The winner will be exempted from paying rent during the first six months of occupancy and will continue the lease under terms negotiated during the interview process.
9. **GENERAL CONDITIONS** - In the event that the operation, security or administration of the Contest is impaired in any way, for any reason, including but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by the Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either suspend the Contest to address the impairment then resume the Contest in a manner that best conforms to the spirit of these Official Rules or terminate the Contest and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorneys fees) and any other remedies from any such person to the fullest extent possible by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of these provisions.
10. **RELEASE AND LIMITATIONS OF LIABILITY** - By participating in the Contest, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives 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 the prize, including, but not limited to any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmission, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; unauthorized human intervention in the Contest; mechanical, network, electronic, computer, human, printing or typographical errors; any other errors or problems in connection with the Contest, including, without

limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the cancellation or postponement of the event, if applicable, or in any Contest-related materials; or injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Contest or acceptance, receipt or misuse of the prize (including any travel or activity related thereto.) Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Contest, and in no event shall the entrant be entitled to receive attorneys fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by the site users, tampering, hacking, or by any equipment of programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct or indirect damages. Main Street Birmingham, Inc. is a 501(c)(3) organization whose mission is to promote growth and revitalization within Birmingham's neighborhood business districts. Main Street owns no interest in the property, is not serving as a broker or agent for the property owner and, and makes no representations or warranties regarding the value or condition of the property in connection with this promotion.

11. **DISPUTES** - Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Jefferson County, Alabama. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with the laws of Alabama, 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 Alabama.
12. **PRIVACY** - Information collected from entrants is subject to sponsors privacy policy.
13. **WINNERS LIST** - To request the name of the winner, send a self-addressed, stamped envelop to Main Street Birmingham, 1 55th Place South, Birmingham, AL, 35212. Winner List requests will only be accepted after the promotion end date (listed above). For the Winner List, you can also send an email to MSBInfo@MainStreetBham.org.