

ODELL BREWING COMPANY HOUSTON SKATEBOARD SWEEPSTAKES
Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. TEXT MESSAGING IS NOT REQUIRED FOR ENTRY. EACH TEXT SENT OR RECEIVED MAY INCUR A CHARGE AS PROVIDED IN YOUR RATE PLAN. ENTRANTS WHO ENTER VIA TEXT MESSAGE WILL RECEIVE A MINIMUM OF 1 TEXT MESSAGES, PER ENTRY, AS A RESULT OF ENTERING THIS PROMOTION. TEXT MESSAGING MAY NOT BE AVAILABLE THROUGH ALL WIRELESS CARRIERS. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED BY LAW. If you wish to opt out, text STOP to 31996. Text HELP to 31996 if you would like more information.

Sponsor: Odell Brewing Company, 800 E Lincoln Ave, Fort Collins, CO 80524

By participating, you (“entrant” or “you”) agree to abide by and be bound by these Official Rules and the decisions of Sponsor and Administrator, which are final and binding in all respects and not subject to appeal.

- 1. SWEEPSTAKES PERIOD.** The Odell Brewing Company Houston Skateboard Sweepstakes (the “Sweepstakes”) begins at 10:00 a.m. Eastern Time (ET) on December 1, 2015 and ends at 11:45 p.m. ET on December 31, 2015 (the “Sweepstakes Period”). The sole determinant of time for the purposes of receipt of a valid entry in this Sweepstakes will be Sponsor’s clock. Proof of submission (screen captures, etc.) does not constitute proof of entry.
- 2. ELIGIBILITY.** The Sweepstakes is offered and open only to legal residents of Texas who are at least twenty one (21) years of age or older at the time of entry. Void elsewhere and where prohibited by law. Employees, officers, directors, and their immediate families (defined as parent, child, sibling, spouse) of Sponsor or Administrator, their parent companies, subsidiaries, divisions, affiliates, and agencies (collectively, the “Sweepstakes Entities”) are not eligible to enter the Sweepstakes or win a Prize (as defined below). The Sweepstakes is subject to all applicable federal, state, and local laws and regulations.
- 3. HOW TO ENTER.**
 - a. Text Messaging Entry.** CAN: During the Sweepstakes Period, entrant may enter by text messaging from his/her wireless mobile device by sending ‘CAN’ to short code 31996 (the “Short Code”).
 - i. Proof of sending a text message to the Short Code is not considered proof of delivery to or receipt by Sponsor. Entrant may, at any time, opt out from participating in the Sweepstakes vis this method by texting STOP to 31996. If an entrant texts HELP to 31996, you will be sent a reply text message with a link to customer service.
 - ii. Text messaging is not available in all areas of the United States. Each text message entry must be manually key-stroked/entered by the entrant. In case of a dispute as to the identity of a text message entrant, the entry will be declared made by the authorized account holder of the wireless mobile device telephone number. “Authorized account holder” is defined as the natural person who is assigned a wireless mobile device telephone number by the wireless carrier or as shown on the carrier’s billing records.

- iii. **Standard data and message rates apply.** If an entrant enters the Sweepstakes via the text messaging method, entrant will be charged according to entrant's carrier's standard text messaging rates. An entrant's wireless service provider may change entrant's standard text messaging and data rates for each text message, including any error messages, sent and received from an entrant's wireless mobile device according to the terms of entrant's individual calling plan with entrant's cellular provider. Entrant should refer to entrant's carrier plan for pricing details. Entrant agrees to incur any and all charges demanded by entrant's wireless carrier. Check device manual for specific use instructions. Entry via text messaging may be limited and may not be available through all wireless carriers or on all wireless mobile devices. An entrant must have a text messaging two-way capable wireless mobile device and digital service to enter via the text messaging method.
 - b. **Alternative Method of Entry. MAIL IN:** To enter without sending a text message, during the Sweepstakes Period, an entrant may mail a 3" x 5" card with entrant's first and last name, e-mail address, mailing address, telephone number, and date of birth to: HOUSTON SKATEBOARD SWEEPSTAKES C/O Odell Brewing Company 800 E. Lincoln Ave. Fort Collins, CO 80524. Sponsor or Administrator will enter each mail-in entry into the Sweepstakes on the date that it is received by Sponsor or Administrator. Mail in entries must be postmarked by 12/23/15 and received no later than 12/30/15.
 - i. In the event of a dispute as to ownership of an entry, such entry shall be deemed made by the authorized account holder of the email address provided at time of entry. Authorized account holder is defined as the natural person who is assigned to an email address or username by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address.
 - c. Limit of one (1) entry per person during the Sweepstakes Period .
 - d. Any attempt to obtain more than the stated number of entries by using multiple/different email addresses, mobile devices, identities, social media accounts, registrations and logins, or any other methods will void such entries and that entrant may be disqualified. Normal time, toll, connection and usage rates, if any, charged by your Internet service provider will apply. **AN ENTRY MUST BE RECEIVED DURING THE SWEEPSTAKES PERIOD TO BE ELIGIBLE.** No other means of transmission or delivery will be accepted. Late, incomplete or misdirected entries will be declared void and will be ineligible to win. The sole determinant of time for the purposes of receipt of a valid entry in this Sweepstakes will be Sponsor.
4. **RANDOM DRAWING.** On or about January 4, 2015, the potential winner(s) will be selected in a random drawing conducted by Sponsor and/or Administrator from among all eligible entries received. **ALL ENTRANTS ARE SUBJECT TO VERIFICATION BY SPONSOR AT ANY TIME DURING THE SWEEPSTAKES PERIOD, AND MUST MEET ALL ELIGIBILITY REQUIREMENTS BEFORE AN ENTRANT WILL BE CONFIRMED AS A WINNER.**
5. **PRIZES AND ODDS OF WINNING.**

SKATEBOARD

1 prize consisting of the following items (collectively, a “Prize”) will be awarded: ODELL BREWING SKATEBOARD. Approximate retail value (“ARV”) of a Prize: \$100. Odds of winning depend on the total number of eligible entries received.

A Prize is not transferable or redeemable for cash and must be accepted as awarded, with no substitutions of any kind. Sponsor reserves the right to substitute a Prize (or portion thereof) of comparable or greater value, at its sole discretion. Sponsor is not responsible for and a winner will not receive the difference, if any, between the actual value of a Prize at the time of award and the ARV stated in these Official Rules or in any Sweepstakes-related correspondence or materials. All federal, state, and local taxes (including income and withholding taxes), if any, as well as any other costs and expenses associated with Prize acceptance and use not specified herein as being provided are the winner’s responsibility, regardless of whether the Prize is used in whole or in part.

6. **HOW TO CLAIM YOUR PRIZE.** Each potential winner who entered via the text messaging method will be notified by telephone or text message at the telephone number used by potential winner on or about January 4, 2015. Each potential winner who entered via the mail in method will be notified by mail, email, or telephone on or about January 11, 2015. All entrants may be required to provide a current mailing address for delivery of the Prize. Before being declared an official winner, a potential winner may be required to execute and return a Liability & Publicity Release, a Travel Companion Waiver (to be completed by guest(s)), and a W-9 tax form no later than ten (10) business days after the time such forms are postmarked as having been sent by Sponsor or that potential winner will forfeit his/her Prize. If a potential winner is found to be ineligible, or not in compliance with these Official Rules, or declines to accept the Prize, or if Sponsor does not receive a return email with a delivery address within ten (10) business days, or if a Prize notification or Prize is returned as undeliverable, such potential winner will be disqualified and his/her Prize forfeited without compensation of any kind, and Sponsor may select an alternate potential winner from among all remaining eligible entries received.

Prizes will be shipped to winner’s mailing addresses within 4 weeks after the official winners are declared. The Sweepstakes Entities shall not be held responsible for any delays in awarding a Prize for any reason outside of their control.

7. **CONDITIONS OF ENTRY.** Entrants who have not complied with these Official Rules are subject to disqualification and their entries will be void. Sponsor reserves the right to disqualify any entrant’s registration in the Sweepstakes if Sponsor determines or suspects that the entrant has attempted to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other fraudulent, deceptive, or unfair playing practices. Sponsor reserves the right to cancel, modify, or suspend this Sweepstakes at any time if fraud, technical failures, or any other errors or other causes corrupt the administration, security, integrity, or proper play of the Sweepstakes. In the event of cancellation, Sponsor reserves the right to select winners from among all eligible entries received up to the time of such cancellation, in a manner determined by Sponsor to be fair, appropriate, and consistent with these Official Rules. None of the Sweepstakes Entities or Facebook, Twitter, Pinterest, or other social media platform used to enter the Sweepstakes, if applicable, warrant that access to the Sweepstakes will be uninterrupted. None of the Sweepstakes Entities or Facebook, Twitter, Pinterest, or other social media platform used to enter the Sweepstakes, if applicable, are responsible for any problems that may arise, including but not limited to: (i) lost, interrupted, inaccessible, or unavailable networks, servers, satellites, websites, or other connection, availability, or accessibility problems arising in connection with or over the course of the Sweepstakes; or (ii) failed communications or communications that are jumbled, scrambled, delayed, or misdirected computer, telephone, or cable transmissions or hardware or

software malfunctions, failures, or difficulties; or (iii) failure of personal computers and/or software and hardware configurations, any technical malfunctions, failures, or difficulties, printing errors, clerical, typographical, or other errors in connection with the administration of the Sweepstakes, the processing of mail or entries, or the offering or announcement of a Prize or in any Prize notification documents; or (iv) any other errors of any kind relating to or in connection with the Sweepstakes, whether human, mechanical, clerical, electronic, or technical in nature; or (v) the incorrect or inaccurate capture of information, or the failure to capture any information in connection with the Sweepstakes; or (vi) damage to a user's system occasioned by participation in this Sweepstakes or downloading any information necessary to participate in this Sweepstakes.

- 8. RELEASES.** As a condition of entering the Sweepstakes, entrant agrees: (i) to release, indemnify, and hold harmless the Sweepstakes Entities and Facebook, Twitter, Pinterest, and/or other social media platform used to enter the Sweepstakes, if applicable, from any and all liability, loss, or damage incurred with respect to participating in the Sweepstakes or the awarding, receipt, possession, and/or use or misuse of a Prize; and (ii) that under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, any punitive, indirect, incidental, consequential, exemplary, or any other damages, other than for actual out-of-pocket expenses; and (iii) all causes of action arising out of or connected with this Sweepstakes or any awarded Prize shall be resolved individually, without resort to any form of class action; and (iv) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, and in no event will entrants be entitled to receive attorneys' fees or court costs. Winner, by acceptance of a Prize, grants to Sponsor, the other Sweepstakes Entities, and each of their respective designees the absolute right and license to use, publish, post, and/or display his/her name, address (city and state of residence), photograph, voice, likeness, and/or other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material) in any and all media now known or hereafter devised, throughout the world, in perpetuity, without additional compensation or consideration, notification or permission, unless prohibited by law.
- 9. GENERAL.** The failure of Sponsor to or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in Sweepstakes-related materials, these Official Rules shall prevail. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Employees of Sponsor(s) or Administrator are not authorized to waive, modify, or amend any provision or provisions of these Official Rules in any manner whatsoever. ANY ATTEMPT BY AN ENTRANT OR OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND ADMINISTRATOR RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL, TO THE FULLEST EXTENT PERMITTED BY LAW.
- 10. GOVERNING LAW.** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrant, Sponsor(s), and Administrator in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Colorado without regard to conflicts of law principles. All entrants consent to the jurisdiction and venue of the appropriate state or federal court located in the State of Colorado.

- 11. WINNERS' LIST/OFFICIAL RULES.** For a list of the winner(s), send a self-addressed, postage-stamped envelope to: HOUSTON SKATEBOARD Sweepstakes – Winners' List Request, 800 E. Lincoln Ave. Fort Collins, CO 80524 within three months after conclusion of the Sweepstakes Period. For a copy of these Official Rules, print out these pages any time prior to the end of the Sweepstakes Period.
- 12. PRIVACY POLICIES.** You understand that you are providing your information to Sponsor and Administrator and not to Facebook, Twitter, Pinterest, or other social media platform used to enter the Sweepstakes, as applicable. Personal information obtained in connection with the Sweepstakes will only be used as provided in any applicable privacy policies of Sponsor(s), available at www.odellbrewing.com. If you are selected as a winner, your information may also be included in a publicly available winners' list. Any questions, comments, or complaints regarding this Sweepstakes shall be directed to Sponsor and not to any social media platform used to enter the Sweepstakes (such as Facebook, Twitter, Pinterest), if applicable, or any other person or entity.

This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with, Facebook, Twitter, Pinterest, and/or any other social media platform.