

**THE ODELL BREWING CO. FROM OUR HOME TO YOURS SWEEPSTAKES  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. MESSAGE & DATA RATES MAY APPLY.**

**ELIGIBILITY:** **The Odell Brewing Co. From Our Home to Yours Sweepstakes** (the "Sweepstakes") is open to legal residents of Arizona, Colorado, Idaho, Illinois, Iowa, Kansas, Minnesota, Missouri, Montana, Nebraska, New Mexico, North Dakota, South Dakota, Texas, and Wyoming, who are age 21 or older at the time of entry. Void outside these geographic areas and where prohibited by law. Employees of Odell Brewing Co. (the "Sponsor"), US Sweepstakes & Fulfillment Company (the "Sweepstakes Administrator"), licensed alcohol wholesalers, manufacturers, distributors and retailers, and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

**SWEEPSTAKES ENTRY PERIOD:** The Sweepstakes begins at 12:00:01 AM Mountain Time ("MT") on Monday, January 1, 2018 and ends at 11:59:59 PM MT on Saturday, March 31, 2018 (the "Sweepstakes Period"). The Administrator's computer is the official time-keeping device for the Sweepstakes.

**HOW TO ENTER:** There are two (2) ways to enter:

**Method #1: Text Entry:**

- To enter the Sweepstakes via text message, text the keyword "ODELL" to shortcode "44222" during the Sweepstakes Period.
- You will receive an automatic reply, via text message, confirming the message was received and to ask to provide your email address to confirm that you are age 21 or older.
- If you are age 21 or older you must reply by text message with your email address as instructed to receive one (1) entry into the Sweepstakes (the "Text Entry").
- A valid Text Entry will receive an automatic reply, via text message, confirming your entry into the Sweepstakes.

**Important Notice for text message method of entry: WHEN YOU ENTER VIA TEXT, YOU WILL RECEIVE TWO (2) REPLIES. TWO (2) SENT AND TWO (2) RECEIVED TEXT MESSAGES ARE REQUIRED TO COMPLETE A TEXT ENTRY. IF YOUR TEXT DOES NOT COMPLY WITH SUBMISSION REQUIREMENTS, YOU WILL RECEIVE AN ERROR TEXT. MESSAGE & DATA RATES MAY APPLY. Reply STOP to 44222 to stop receiving text messages or reply HELP to 44222 for help.**

Important Notice for text message method of entry. Message and data rates may apply. Incomplete or inaccurate entries shall be deemed void. Entrant's wireless service provider may charge entrant for data usage, and entrant shall be responsible for any and all costs associated with this form of entry. Please consult your wireless service provider regarding their pricing plans. Entrant must be a wireless service subscriber with data usage and text messaging service, using a participating service provider in order to enter via this method. Not all wireless phone providers carry the necessary service to participate. Check your phone and service capabilities for specific mobile internet instructions.

All Text Entries must be received between **Monday, January 1, 2018 at 12:00:01 AM MT and Saturday, March 31, 2018 at 11:59:59 PM MT**. Phone numbers received from Text Entrants will only be used for the purposes of sweepstakes administration and will not be used for marketing purposes or shared with marketing partners.

**Method #2: Mail-In Entry:** Mail a postcard, including your name, complete address, email address, date of birth and phone number to: The Odell Brewing Co. From Our Home to Yours Sweepstakes, 625 Panorama Trail, Suite 2100, Rochester, NY 14625. **Each postcard must be mailed separately and must be postmarked between Monday, January 1, 2018 and Saturday, March 31, 2018 and received by Saturday, April 7, 2018 (the "Mail-In Entry")**. Photocopied, illegible, or mechanically reproduced entries are not eligible. Sponsor is not responsible for lost, late, damaged, misdirected or postage-due mailed entries.

**Limit: One (1) Entry per person per day regardless of method of entry.** All methods of entry have an equal chance of winning. All entries become the property of the Sponsor and will not be acknowledged or returned.

**PRIZES/APPROXIMATE RETAIL VALUE ("ARV")/ODDS:**

**Grand Prize:** There are seven (7) Grand Prizes available to be won. Each Grand Prize includes a trip package for two (2) people, winner and one (1) guest, to Fort Collins, Colorado. Each Grand Prize trip package includes:

- Round-trip, coach-class air-transportation for winner and one (1) guest to Denver, CO from a major airport within the 48 contiguous US nearest the winner's residence as determined by Sponsor;
- Three (3) days / two (2) nights hotel accommodations at a hotel of Sponsor's choice based on single room/double occupancy;
- Odell Brewing Co. Brewery tour; and
- Round-trip airport transfers between Denver and hotel located in Fort Collins.

**The ARV of each Grand Prize: \$2,000.** The ARV may vary based upon dates of travel and point of departure. The difference between the ARV and actual value of the Grand Prize will not be awarded.

**The total ARV of all prizes available to be won: \$14,000.**

There is a limit of one (1) prize per person. Odds of winning will depend upon the total number of eligible entries received.

**RANDOM DRAWING:** The winners will be selected in a random drawing on or about **Monday, April 9, 2018** from among all eligible entries received **during the Sweepstakes Period** by the Sweepstakes Administrator, an independent representative of the Sponsor whose decisions are final.

**WINNER NOTIFICATION & VERIFICATION:** Each potential Grand Prize winner will be notified via email and/or phone, and will be required to sign and return, within seven (7) days of notification, an Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"). These Releases will require the Grand Prize winner to furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law. Travel companion of winner will also be required to sign a Travel Companion Liability & Publicity Release. Noncompliance will result in disqualification and an alternate winner may be selected. Trip must be taken by **04/30/2019** or prize will be forfeited in its entirety. **The prize package will be awarded within approximately 45 days after the winner is verified.**

If a prize notification or prize is returned as undeliverable, or if winner is found to be ineligible or not in compliance with these rules that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing. Only two (2) alternate winners may be determined through this process, after which the prize may remain un-awarded.

**PRIZE CONDITIONS:** Prizes are not redeemable for cash. Prizes are not assignable nor transferable. No substitution is permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. No cash in lieu of prizes and no exchange or substitution of prizes, except at the sole discretion of the Sponsor. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

**All travel related expenses, including but not limited to, ground transportation to and from home, taxes, gratuities, incidentals, upgrades, insurance, service charges, airport surcharges, departure taxes, hotel, resort or property fees, luggage fees, food & beverage and personal expenses such as telephone/Internet charges, and gift shop purchases are the sole responsibility of prize winner. Winner and travel companion must travel on same itinerary. Winner and travel companion must have valid photo ID and any other required documentation prior to departure. Travel is subject to availability. Trip must be booked 30 days in advance and is only available from May 1, 2018 through April 30, 2019.**

Sponsor will, in its sole discretion, determine which airport is closest to the Grand Prize winner's home. In the event the Grand Prize winner's residence is close enough to Fort Collins, CO such

that air transportation is deemed by Sponsor in its sole discretion to be unnecessary, the Grand Prize will not include air transportation from such Grand Prize winner's residence and no other substitution or compensation will be provided in lieu thereof. The Grand Prize winner and his/her travel companion are responsible for obtaining any travel insurance (and all other forms of insurance) that they may wish to obtain (at their own expense) and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance.

Photo identification and credit card or cash deposit may be required at any time for incidental charges (e.g., room service, use of telephone/IT services, laundry and all other optional extra services not provided in the Grand Prize). If Grand Prize winner elects to travel or partake in the Grand Prize with no travel companion, no additional compensation will be awarded. All hotel reservations are based on availability and all holidays are excluded. Accommodations are subject to availability at time of reservation. Blackout dates, advance booking requirements and travel restrictions may apply. Availability is subject to factors such as weather, seasonality and space availability. Reservations are subject to availability. If weather or other incident or conditions beyond the control of the Sponsor affects the ability for winner and his/her travel companion to redeem any portion of prize during the scheduled date and time, then the Sponsor shall have no further obligation to the winner and/or travel companion other than to supply the remaining elements of the prize package minus the unused portion of prize. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations. Sponsor is not liable for expenses incurred as a consequence of flight cancellation/delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other prize element except at the sole and absolute discretion of Sponsor. If for any reason whatsoever, winner and/or travel companions are unable to travel after all travel arrangements have been made and paid, the Sponsor shall have no further obligation to the winner. If Grand Prize is forfeited prior to Sponsor finalizing and paying for travel, and there is sufficient time to notify an alternate winner, the prize will be awarded to an alternate winner in a separate random drawing from among all non-winning eligible entries. Winner and travel companion are responsible for obtaining the proper travel documentation (e.g., valid photo ID and/or passport with a minimum validity 6 months after the date of return) prior to travel. Winner's travel companion must be legal U.S. resident, 21 years or older and must complete and return a Travel Companion Liability & Publicity Release prior to travel as noted above.

In the event a winner or his/her travel companion engages in behavior that, as determined by the Sponsor in its sole discretion, is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip early, whole or in part, and send the winner and his/her travel companion home with no further obligation. In the event a winner engages in behavior during travel that (as determined by Sponsor in its sole discretion) is illegal, tortious, or subjects winner to arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or

expenses of any kind whatsoever incurred by winner as a result of such conduct. **SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE PRIZE OR ANY OTHER ASPECT OF GRAND PRIZE WINNER'S ACCEPTANCE OR USE OF THE PRIZE.**

Winner is responsible for all federal, state, local and income taxes associated with winning prize. Grand Prize winner will be required to furnish his/her Social Security Number for the sole purpose of preparation of tax forms as required by law. Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

**GENERAL:** Although subsequent attempts to enter on a given day may be received, only the first complete entry received from a particular entrant will be eligible; subsequent attempts by the same person to enter, including entries submitted with an alternate email address, will be disqualified.

Participating entrants agree to these Official Rules and the decisions of the Sponsor and the Sweepstakes Administrator, and release the Sponsor, the Sweepstakes Administrator, and their affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the promotion, and the acceptance and use/misuse of the prize offered. Winner assumes all liability for any injury or damage caused or claimed to be caused, by participation in this Sweepstakes or use/misuse or redemption of the prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate

transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the Sweepstakes Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to: (i) permanently disqualify from any Sweepstakes it sponsors any person it believes has intentionally violated these official rules; and (ii) withdraw a method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes). If for any reason this Sweepstakes is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes, at which time, Sponsor will conduct a random drawing from among all eligible entries received at the time of the Sweepstakes termination.

**LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**DISPUTES:** Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the state of Colorado. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the state of Colorado without giving effect to any choice of law or conflict of law rules (whether of the State of Colorado or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of Colorado. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney's fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief.

THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER

SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

**PRIVACY:** Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at <https://www.odellbrewing.com/privacy-policy/>.

**OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, see [www.odellbrewing.com/rules](http://www.odellbrewing.com/rules) or, send a self-addressed, stamped envelope by 04/16/18, to: **The Odell Brewing Co. From Our Home to Yours Sweepstakes, Official Rules Request**, PO Box 25466, Rochester, NY 14625-0466.

**WINNER CONFIRMATION REQUEST:** For a written confirmation of the winner (available after 04/16/18), send a stamped, self-addressed envelope (no later than 05/18/18), to: **The Odell Brewing Co. From Our Home to Yours Sweepstakes, Winner Confirmation Request**, PO Box 25466, Rochester, NY 14625-0466.

**SPONSOR:** Odell Brewing Co. 800 East Lincoln Ave, Fort Collins, CO 80524.

**Void outside Arizona, Colorado, Idaho, Illinois, Iowa, Kansas, Minnesota, Missouri, Montana, Nebraska, New Mexico, North Dakota, South Dakota, Texas, and Wyoming and wherever else prohibited by law.**