

**US Sweepstakes & Fulfillment Company**  
**Odell Brewing Co. Drumroll Concert Ticket Giveaway Sweepstakes**  
**Promotion runs from 5/1/18 to 7/31/18**  
**FINAL: 3/27/18**

**THE ODELL BREWING CO. DRUMROLL CONCERT TICKET GIVEAWAY SWEEPSTAKES**  
**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

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

**ELIGIBILITY:** The **Odell Brewing Co. Drumroll Concert Ticket Giveaway Sweepstakes** (the "Sweepstakes") is open to legal residents of Arizona, Colorado, Idaho, Illinois, Iowa, Kansas, Minnesota, Missouri, Montana, Nebraska, Nevada, 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") 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 PERIODS:** The Sweepstakes begins at 12:00:00 AM Mountain Time ("MT") on Tuesday, May 1, 2018 and ends at 11:59:59 PM MT on Tuesday, July 31, 2018 (the "Sweepstakes Period"). Within the Sweepstakes Period, there are three (3) Monthly Entry Periods (each, a "Monthly Entry Period") and three (3) corresponding Monthly Random Drawings (each, a "Drawing") as defined in the "Monthly Entry Periods & Drawings Schedule" below. Entries must be received during a Monthly Entry Period to be eligible for that Monthly Entry Period's drawing and prizes. Non-winning entries for a Monthly Entry Period will roll over to subsequent Monthly Entry Periods. Sponsor's computer is the official timekeeping device for this Sweepstakes.

MONTHLY ENTRY PERIOD & DRAWINGS SCHEDULE					
Entry Period #	MONTHLY ENTRY PERIODS All eligible entries must be received between:		Drawing Date: On or about:	# of Prizes per Monthly Entry Period	Prizes:
	Monthly Entry Period Start: 12:00:00 AM ET on:	Monthly Entry Period End: 11:59:59 PM ET on:			
1	5/1/18	5/31/18	6/4/18	3	Three (3) Prize winners will each receive one (1) \$100 Pre-Paid Gift Card that may be used towards the purchase of concert tickets
2	5/1/18	6/30/18	7/3/18	3	Three (3) Prize winners will each receive one (1) \$100 Pre-Paid Gift Card that may be used towards the purchase of concert tickets
3	5/1/18	7/31/18	8/2/18	2	Two (2) Prize winners will each receive one (1) \$100 Pre-Paid Gift Card that may be used towards the purchase of concert tickets

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

**Method #1: Online Entry.** During the Sweepstakes Period, visit [www.OdellBrewing.com/DrumrollPlease](http://www.OdellBrewing.com/DrumrollPlease) and follow all entry instructions to complete the entry form and submit to receive one (1) entry into the Sweepstakes (the "Online Entry"). **Online Entries must be received between Tuesday, May 1, 2018 at 12:00:00 AM MT and Tuesday, July 31, 2018 at 11:59:59 PM MT.** Entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy, which can be found at <https://www.odellbrewing.com/privacy-policy/>.

**Method #2: Text Entry.**

- During the Sweepstakes Period, text the keyword "DRUMROLL" to shortcode "44222".
- You will receive an automatic reply, via text message, confirming the message and a request to provide your email address and to confirm that you are age 21 or older.
- If you are 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.

**UP TO TWO (2) SENT AND TWO (2) RECEIVED TEXT MESSAGES MAY BE REQUIRED TO COMPLETE EACH ENTRY. IF YOUR TEXT DOES NOT COMPLY WITH SUBMISSION**

**REQUIREMENTS, YOU MAY 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. Text Entries must be received between Tuesday, May 1, 2018 at 12:00:00 AM MT and Tuesday, July 31, 2018 at 11:59:59 PM MT.**

**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.

**Limit: One (1) Entry per person regardless of the 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:** There are eight (8) Prizes available to be won during the Sweepstakes Period, as defined in the Monthly Entry Periods & Drawing Schedule within the "Sweepstakes Entry Periods" section of these Official Rules. Each Prize winner will receive one (1) \$100 Pre-Paid Gift Card that may be used to purchase concert tickets of his/her choice. **The ARV of each Prize: \$100.**

**The total ARV of all prizes available to be won: \$800.** There is a limit of one (1) prize per person. Odds of winning will depend upon the total number of eligible entries received per Monthly Entry Period.

**RANDOM DRAWING:** Random Drawings will be conducted by the Sweepstakes Administrator, an independent representative of the Sponsor, whose decisions are final. The potential Prize winners will be selected in a series of random drawings from among all eligible entries received within the corresponding Monthly Entry Period on or about the corresponding Random Drawing Date indicated in the Monthly Entry Period & Drawings Schedule in the "Sweepstakes Entry Periods" section of these Official Rules. Potential Prize winners will be notified by email and/or phone and will be required to sign and return, within five (5) days of notification, an Affidavit of Eligibility, a Liability Waiver, and where allowable, a Publicity Release (collectively, "the Releases"). Noncompliance will result in disqualification and an alternate winner may be selected. Each prize will be awarded within approximately 45 days after the winner is verified.

**PRIZE CONDITIONS:** 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.

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.

Pre-Paid Gift Cards are not redeemable for cash and will not be replaced if lost or stolen. Pre-Paid Gift Card usage is subject to the issuing company's complete terms and conditions, including expiration dates.

Winners are responsible for all federal, state, local and income taxes associated with winning prize. 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 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.

**GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Colorado, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**DISPUTES:** The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the

state and federal courts in Larimer County, Colorado and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Fort Collins, Colorado. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Fort Collins, Colorado. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

**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/DrumrollPlease](http://www.OdellBrewing.com/DrumrollPlease) or send a self-addressed, stamped envelope by 8/2/18, to: **The Odell Brewing Co. Drumroll Concert Ticket Giveaway Sweepstakes, Official Rules Request**, PO Box 25466, Rochester, NY 14625-0466.

**WINNER CONFIRMATION REQUEST:** For a written confirmation of the winner (available after 8/2/18), send a stamped, self-addressed envelope (no later than 9/3/18), to: **The Odell Brewing Co. Drumroll Concert Ticket Giveaway 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, Nevada, New Mexico, North Dakota, South Dakota, Texas, and Wyoming and wherever else prohibited by law.**