

Odell Brewing Co.
Never Summer Snowboard Giveaway Sweepstakes
Promotion runs from 12/01/20 to 12/31/20

THE ODELL BREWING CO. Snowboard Giveaway 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. Never Summer Snowboard Giveaway Sweepstakes (the "Sweepstakes") is open to legal residents of Colorado, 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"), 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 December 1, 2020 and ends at 11:59:59 PM MT on December 31, 2020 (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 published keywords 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 **December 1, 2020 at 12:00:01 AM MT and December 31, 2020 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: Odell Brewing Co. 800 E Lincoln Ave Fort Collins, CO 80524. **Each postcard must be mailed separately and must be postmarked between December 1, 2020 at 12:00:01 AM MT and December 31, 2020 at 11:59:59 PM MT (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:

Prize: There are one (1) Prizes available to be won.

The ARV of each Prize: \$250. The difference between the ARV and actual value of the Prize will not be awarded.

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 **January 4th, 2021** from among all eligible entries received during the Sweepstakes Period.

WINNER NOTIFICATION & VERIFICATION: Each potential winner will be notified via email and/or phone, and will be required to provide proof of identification. Noncompliance will result in disqualification and an alternate winner may be selected. 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.

SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY ACTIVITY 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. Prize winner may 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 by mail request or at <https://www.odellbrewing.com/rules/>.

OFFICIAL RULES REQUEST: To request a copy of the Official Rules, see www.odellbrewing.com/rules or, send a self-addressed, stamped envelope to: **Odell Brewing Co., Official Rules Request**, ATTN: Marketing, 800 E Lincoln Ave Fort Collins, CO 80524.

WINNER CONFIRMATION REQUEST: For a written confirmation of the winner (available after 01/30/21), send a stamped, self-addressed envelope (postmarked no later than 01/20/21), to: Winner Confirmation Request, ATTN: Marketing, Odell Brewing Co. 800 E Lincoln Ave Fort Collins, CO 80524.

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

Void outside Colorado and wherever else prohibited by law.