

DESCHUTES BREWERY CONCERT TICKET GIVEAWAY SWEEPSTAKES OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER FOR A CHANCE TO WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THE SWEEPSTAKES IS OPEN ONLY TO PERSONS WHO ARE, AT THE TIME OF ENTRY, LEGAL RESIDENTS OF THE UNITED STATES AND AT LEAST TWENTY-ONE (21) YEARS OF AGE OR OLDER. SWEEPSTAKES WILL BE GOVERNED BY UNITED STATES LAW. VOID WHERE PROHIBITED.

1. ELIGIBILITY:

The “Deschutes Brewery Concert Ticket Giveaway Sweepstakes” (“Sweepstakes”) is open to legal residents of the fifty (50) United States and District of Columbia who are twenty-one (21) years of age or older at the time of entry. Employees, contractors, directors, officers and agents of Deschutes Brewery, and its affiliates and subsidiaries, advertising and promotion agencies, wholesale distributors, retail licensees, and all other service agencies involved with the Sweepstakes, and members of their immediate family (spouse, parent, child or sibling) are not eligible to enter or win. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s and Administrator’s decisions which are final and binding in all matters related to this Sweepstakes. Winning a prize is contingent upon fulfilling all requirements as set forth herein.

2. SWEEPSTAKES PERIOD:

Sweepstakes begins at 12:00:00 a.m. Central Daylight Time (“CDT”) on April 24, 2024 and ends at 11:59:59 p.m. CDT on July 27, 2024 (“Sweepstakes Period”). The Sweepstakes Period is divided into four (4) entry periods (each an “Entry Period”) as defined in the charts below. Administrator’s computer is the official time keeping device for this Sweepstakes.

Entry Period	Start Date	Start Time	End Date	End Time	Drawing Date
1	04/24/24	12:00:00 a.m. CDT	05/06/24	11:59:59 p.m. CDT	05/07/24
2	04/24/24	12:00:00 a.m. CDT	05/16/24	11:59:59 p.m. CDT	05/17/24
3	04/24/24	12:00:00 a.m. CDT	06/09/24	11:59:59 p.m. CDT	06/10/24
4	04/24/24	12:00:00 a.m. CDT	07/27/24	11:59:59 p.m. CDT	07/28/24

3. HOW TO ENTER:

(a) Internet: Visit <https://airbaton.net/l/summermusic?concert=LCD> (“Website”) and follow the online instructions to complete and submit an online entry (“Entry”).

(b) Internet: Visit <https://airbaton.net//summermusic?concert=Portugal> ("Website") and follow the online instructions to complete and submit an online entry ("Entry").

(c) Internet: Visit <https://airbaton.net//summermusic?concert=Vampire> ("Website") and follow the online instructions to complete and submit an online entry ("Entry").

(d) Internet: Visit <https://airbaton.net//summermusic?concert=Tyler> ("Website") and follow the online instructions to complete and submit an online entry ("Entry").

Automated Entries are prohibited and any use of automated devices will cause disqualification. Entrants may not enter with multiple email addresses nor use any other device or artifice to enter multiple times or as multiple entrants. Any entrant who attempts to enter with multiple email addresses under multiple identities or uses any device or artifice to register multiple times will be disqualified and forfeits all prizes won, in Sponsor's sole discretion. Multiple entrants are not permitted to share the same email address. Should multiple users of the same email account enter the Sweepstakes and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said email account at the time of entry will be considered an entrant, and must comply with these Official Rules. The authorized account subscriber is the natural person who is assigned the email address by the ISP or other organization responsible for assigning email addresses. Potential winner may be required to show proof of being the authorized account subscriber.

(e) QR Code: Use your smart phone or other web-enabled device with data plan to scan the Sweepstakes quick response ("QR") code featured on signs or promotional materials at participating stores with the QR read application already installed on your phone. You will be directed to a mobile Web page at <https://airbaton.net//summermusic?concert=LCD> where you may complete and submit an entry (also an "Entry"). Proof of scanning QR codes does not constitute proof of completion or submission of an entry.

(f) QR Code: Use your smart phone or other web-enabled device with data plan to scan the Sweepstakes quick response ("QR") code featured on signs or promotional materials at participating stores with the QR read application already installed on your phone. You will be directed to a mobile Web page at <https://airbaton.net//summermusic?concert=Portugal> where you may complete and submit an entry (also an "Entry"). Proof of scanning QR codes does not constitute proof of completion or submission of an entry.

(g) QR Code: Use your smart phone or other web-enabled device with data plan to scan the Sweepstakes quick response ("QR") code featured on signs or promotional materials at participating stores with the QR read application already installed on your phone. You will be directed to a mobile Web page at <https://airbaton.net//summermusic?concert=Vampire> where you may complete and

submit an entry (also an “Entry”). Proof of scanning QR codes does not constitute proof of completion or submission of an entry.

(h) QR Code: Use your smart phone or other web-enabled device with data plan to scan the Sweepstakes quick response (“QR”) code featured on signs or promotional materials at participating stores with the QR read application already installed on your phone. You will be directed to a mobile Web page at <https://airbaton.net//summermusic?concert=Tyler> where you may complete and submit an entry (also an “Entry”). Proof of scanning QR codes does not constitute proof of completion or submission of an entry.

To scan a QR code, participants must have a smart phone or other web-enabled device with a camera feature and/or QR scanner application and may incur message or data charges from their wireless service provider for each message sent and received. If you do not have a QR reader already installed on your phone, type ‘QR reader’ in your mobile device’s application store search field to find available QR readers for your smart phone or other web-enabled device. You will receive a response which will contain a link to download a QR reader for your specific device. Check with your wireless service provider for details on these and other applicable charges. Participants are solely responsible for any such wireless charges. Not all wireless carriers participate.

For all Entries: All Entries must be received and recorded during the Sweepstakes Period. No other forms of Entry are valid. Entries will carry over to subsequent drawing periods. Limit one (1) Entry per person.

4. SWEEPSTAKES DRAWING:

Potential winners will be selected in a random drawing to be held on or about the drawing dates as defined in Rule No. 2 from among all eligible Entries received during the corresponding Entry Period. All drawings will be conducted by Administrator whose decisions are final in all matters relating to this Sweepstakes. Odds of winning depend on the number of eligible Entries received for each Entry Period as defined in Rule No. 2. Winners may not substitute or transfer prize, but Sponsor reserves the right to substitute prize with a prize of equal or greater value. Limit one (1) prize per person.

Potential winners will be randomly selected from each “Group” of eligible Entries as defined below. Odds of winning depend on the number of eligible Entries received per Group.

Group 1: One (1) potential winner will be selected from among all eligible Entries received from Entrants who visited <https://airbaton.net//summermusic?concert=LCD> by scanning the Sweepstakes Quick Response (“QR”) code, or visited <https://airbaton.net//summermusic?concert=LCD> (“Website”) and completed the registration.

Group 2: One (1) potential winner will be selected from among all eligible Entries received from Entrants who visited <https://airbaton.net//summermusic?concert=Portugal> by scanning the Sweepstakes Quick Response ("QR") code, or visited <https://airbaton.net//summermusic?concert=Portugal> ("Website") and completed the registration

Group 3: One (1) potential winner will be selected from among all eligible Entries received from Entrants who visited <https://airbaton.net//summermusic?concert=Vampire> by scanning the Sweepstakes Quick Response ("QR") code, or visited <https://airbaton.net//summermusic?concert=Vampire> ("Website") and completed the registration.

Group 4: One (1) potential winner will be selected from among all eligible Entries received from Entrants who visited <https://airbaton.net//summermusic?concert=Tyler> by scanning the Sweepstakes Quick Response ("QR") code, or visited <https://airbaton.net//summermusic?concert=Tyler> ("Website") and completed the registration.

5. WINNER NOTIFICATION:

The prize will be awarded. Potential winner will be notified by email, phone call and/or text message and will be required to respond to the notification within twenty-four (24) hours indicating whether he/she can accept the prize. If potential winner does not respond to the notification within the twenty-four (24) hour time period, prize will be forfeited and an alternate potential winner will be randomly selected. Any alternate potential winner selected will also be required to respond to the notification within the time frame stated above.

Potential winners for drawing periods three (3) and four (4) will be required to complete, sign, and return an affidavit of eligibility and liability and, unless prohibited by law, publicity release to Sponsor or Sponsor's representative within twenty-four (24) hours of prize acceptance. Subject to verification of eligibility and compliance with the terms of these Official Rules, including verification that the winner is twenty-one (21) years of age or older, the potential winner will be declared an official winner of the Sweepstakes. If Sponsor cannot verify that the potential winner is twenty-one (21) years of age or older prior to winner notification, the potential winner will be disqualified and an alternate potential winner will be randomly selected.

In the event of noncompliance within any stated time period, the prize will be forfeited and an alternate potential winner will be randomly selected. Any alternate potential winner selected will also be required to adhere to the time periods described herein. Any prize notification or prize returned to the Sponsor or its agencies as undeliverable will result in disqualification and the awarding of that prize to an alternate potential winner.

Released Parties (as defined below) are not responsible for suspended or discontinued Internet, wireless, or land-line phone service or a change in an entrant's

email, phone number or mailing address which may result in a potential winner not receiving initial prize notification or his/her prize information.

6. PRIZE DETAILS:

ENTRY PERIOD 1, GROUP 1 PRIZE (1 total, see Rule No. 2 and Rule No. 4):

Two (2) Tickets to the LCD Sound System Concert scheduled to occur on May 14, 2024 at the Hayden Homes Amphitheater in Bend, OR. Approximate Retail Value ("ARV") is \$200.00.

ENTRY PERIOD 2, GROUP 2 PRIZE (1 total, see Rule No. 2 and Rule No. 4):

Two (2) Tickets to the Portugal the Man Concert scheduled to occur on May 25, 2024 at the Hayden Homes Amphitheater in Bend, OR. Approximate Retail Value ("ARV") is \$200.00.

ENTRY PERIOD 3, GROUP 3 PRIZE (1 total, see Rule No. 2 and Rule No. 4):

Two (2) Tickets to the Vampire Weekend scheduled to occur on June 19, 2024 at the Hayden Homes Amphitheater in Bend, OR; \$1000 that may be used for travel expenses; tour of the Deschutes Brewery and \$200 gift card to the Deschutes Public House in Downtown Bend, OR. Approximate Retail Value ("ARV") is \$1400.00.

ENTRY PERIOD 4, GROUP 4 PRIZE (1 total, see Rule No. 2 and Rule No. 4):

Two (2) Tickets to the Tyler Childers scheduled to occur on August 10, 2024 at the Hayden Homes Amphitheater in Bend, OR; \$1000 that may be used for travel expenses; tour of the Deschutes Brewery and \$200 gift card to the Deschutes Public House in Downtown Bend, OR. Approximate Retail Value ("ARV") is \$1400.00.

For all prizes:

Concerts are subject to availability and change. Transportation, accommodations, meals, gratuities, personal purchases, and all other expenses not specified herein are solely the responsibility of the winner. If winner cannot accept the prize as specified, prize will be forfeited and will be awarded to an alternate winner (time permitting). Total ARV of all prizes is \$3,200.00. Any difference between stated value and actual value will not be awarded.

Prize is non-transferable and no cash equivalent or substitution of prize is offered, except at the sole discretion of Sponsor. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. Prize winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether it, in whole or in part, is used.

If Sponsor so elects, potential winner may be required to submit to a confidential background check. Such background check may include (but is not limited to) investigation of criminal, sexual offenses, or other arrest or conviction record, and any other factor deemed relevant by the Sponsor to help ensure that potential winner will not

bring the Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Sponsor. If requested, potential winner agrees to sign waiver forms authorizing the release of personal and background information. In the event of noncompliance, to be determined at the sole discretion of Sponsor, prize will be forfeited and will be awarded to an alternate winner.

7. PUBLICITY:

Acceptance of prize offered constitutes permission for Sponsor to use winner's name, voice, biographical information and/or likeness for purposes of advertising and promotion without further compensation in all media now known or hereafter discovered worldwide and on the Internet without notice or review or approval as permitted by law.

8. RELEASE:

By accepting a prize, winner agrees to release and hold Deschutes Brewery and Administrator harmless from all losses, damages, rights, claims and actions of any kind resulting from acceptance, possession or use of any prize, including without limitation, personal injuries, death and property damage.

9. GENERAL CONDITIONS:

Deschutes Brewery, Administrator and each of their respective affiliates, subsidiaries, and agencies (collectively the "Released Parties") are not responsible for lost, late, misdirected, unintelligible, returned or undelivered Entries, telephone calls, text messages, email, or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website, or other connections availability, accessibility or traffic congestion, miscommunications, failed computer, network, telephone, satellite or cable hardware or software or lines, or technical failure, or jumbled, scrambled, delayed or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network. Persons who tamper with or abuse any aspect of this Sweepstakes or Website, or act in violation of the Official Rules, or act in any manner to threaten or abuse or harass any person, or violate Website's terms of service, as solely determined by the Sponsor or Administrator, will be disqualified. Released Parties are not responsible for any incorrect or inaccurate information whether caused by Website users, tampering, hacking, or by any of the programming or equipment associated with or used in this Sweepstakes, and assumes no responsibility for any errors, omission, deletion, interruption or delay in operation or transmission or communication line failure, theft or destruction or unauthorized website access. Any use of robotic, macro, automatic, programmed or like entry methods will void all such Entries, and may subject that entrant to disqualification. Released Parties are not responsible for injury or damage to participant's or any other person's computer or property related to or resulting from participating in this Sweepstakes. Should any portion of Sweepstakes be, in the Sponsor's or Administrator's sole opinion, compromised by virus, worms, bugs, unauthorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair administration, security, fairness or proper play of this

Sweepstakes, or submission of Entries, Sponsor and Administrator reserve the right at their sole discretion to suspend, modify or terminate the Sweepstakes, and randomly select the winner from valid Entries received prior to action taken, or otherwise as may be deemed fair and equitable by the Sponsor. Text message Entries will be deemed to have been submitted by the registered owner of the wireless number used to enter. In the event of a dispute regarding the identity of an online entrant, the authorized subscriber of the email address used to enter will be deemed to be the entrant and must comply with these rules. The authorized account subscriber is the natural person who is assigned the email address by the ISP or other organization responsible for assigning email addresses. All materials submitted become the property of Deschutes Brewery and will not be returned. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

10. DISPUTE RESOLUTION:

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator and Sponsor in connection with the Sweepstakes, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor, shall be governed by, and construed in accordance with, the laws of the State of Missouri without giving effect to any choice of law or conflict of law rules. The place of arbitration shall be St. Louis, Missouri.

11. PRIVACY POLICY:

See Sponsor's privacy policy at <https://www.deschutesbrewery.com/privacy> (also a "Website") for details regarding the use of personal information collected in connection with this Sweepstakes. If you are verified as a prize winner, your first name, last initial, city and state will be included in a publicly-available winner's list.

12. SPONSOR:

Deschutes Brewery, 901 SW Simpson Ave, Bend, OR 97702.

13. ADMINISTRATOR:

Rio Creative, 16630 Old Chesterfield Road, Chesterfield MO 63017.

14. WINNER'S LIST:

For the name of the winner, hand-print your name and complete address on a 3" x 5" card and mail to: Deschutes Brewery Concert Ticket Giveaway Sweepstakes Winners List Request, 16630 Old Chesterfield Road, Chesterfield, MO 63017, for receipt by October 1, 2024.

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