

# Bellco Hudson Gardens Summer Concert Series Sweepstakes Bellco VIP Experience Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. YOU HAVE NOT YET WON. NEED NOT BE PRESENT TO WIN. VOID WHERE PROHIBITED BY LAW.

1. **Sponsor:** Bellco Credit Union, 7600 E. Orchard Road, Suite 400N, Greenwood Village, CO 80111 ("Sponsor" or "Administrator"). Sponsor presents these Official Rules ("Official Rules").

2. **Sweepstakes Description:** Any Eligible Participant, as defined below, that fills out an Entry Form, as defined below during the Sweepstakes Period, as defined below, will be eligible for the Hudson Gardens Summer Concert Series Sweepstakes – Bellco VIP Experience (the "Sweepstakes") (subject to additional restrictions below). The Sweepstakes will begin on June 3, 2019, at 9:01 am (Mountain Standard Time ("MST")), and the Sweepstakes will end on August 21, 2019, at 11:59 pm (MST) (the "Sweepstakes Period"). Sponsor's method of timekeeping is the official time clock for the Sweepstakes and is final and undisputable.

### 3. Eligibility:

(a) To be eligible to participate (in each case as an "Eligible Participant") in the Sweepstakes, you must be a current legal resident of the state of Colorado, who is eighteen (18) years of age or older as of the date of entry.

(b) The following entities or persons are disqualified from entering the Sweepstakes:

i. Any individuals (including but not limited to employees, consultants, independent contractors and interns) who have, within six months prior to the beginning of the Sweepstakes Period, held employment with or performed services for Sponsor, its parent companies, subsidiaries, affiliates, advertising, research and promotion agencies (collectively, "Sponsor Entities") or

ii. any organizations affiliated with the sponsorship, fulfillment, administration, prize support, advertisement or promotion of the Sweepstakes; or

iii. any immediate family and household members of the foregoing individuals.

(c) Participation constitutes full and unconditional agreement to, and acceptance of, these Official Rules. This Sweepstakes is subject to, and all Eligible Participants shall comply with, all applicable federal, state and local laws and regulations.

### 4. How to Enter the Sweepstakes:

(a) Eligible Participants may enter the Sweepstakes by filling out an entry form online (the "Entry Form") prior to the end of the Sweepstakes Period. Only one Entry per Eligible Participant per day of the contest will be permitted.

(b) Entry Forms must be received no later than 11:59 pm MST on the Deadline for Entry for each concert listed below to be included in the respective Date of Drawing listed below for the upcoming concert. Entry Forms received after the Deadline for Entry will be included in the following Date of Drawing only. Contestants must enter each week for a chance to win. (See Deadlines for Entry and Dates of Drawing below).

(c) Any attempted form of Entry other than as described herein is void. Entries in violation of these Official Rules will be disqualified. Any attempt by an Eligible Participant to obtain additional or fraudulent Entries will void such Entries and that Eligible Participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. The Sponsors reserve the right to exclude Eligible Participants for these or any other reasons, in the Sponsor's sole editorial discretion, including any violation of these Official Rules.

5. **Determination of Winners:** Sponsor shall conduct a random drawing on the Dates of Drawing referenced below (each a "Drawing"). One (1) winner will be selected at each Drawing for the prize listed below for the Sweepstakes (each a "Winner" and together the "Winners") from all eligible Entries received by the Deadline for Entry of each Drawing. All Entries that are not selected shall be discarded. Contestants must enter each week for a chance to win. In the event that there are no Entries during the Sweepstakes Period prior to the Drawing, there will be no drawing and the applicable prize ("Prize") will remain un-awarded. The Winners shall be notified by telephone. The selected Winners shall be required to answer the phone on the first attempt. The failure to answer on the first attempt shall result in forfeiture of the Prize and, in such case, Sponsor shall randomly select an alternate Winner from among the remaining eligible Entries. If an alternate Winner fails to respond to the notification, Sponsor shall repeat this process a maximum of ten (10) times. In the event that all ten (10) selected Winners fail to respond to the notification, the applicable Prize will be forfeited. Prize Winners shall be required to verify name and complete address, unless prohibited by law. Prize shall not be awarded until all such information has been verified ("Verification"). Eligible Participants agree that Sponsor has the sole right to decide all matters and disputes arising from the Sweepstakes, and that its determinations are final and binding.

6. Prize:

(a) The following Prizes will be awarded (All dates shown are in 2019):

<b>Concert Date</b>	<b>Deadline for Entry</b>	<b>Dates of Drawing</b>	<b>Prize</b>	<b># of Winners</b>	<b>Approximate Retail Value of each Prize</b>
June 9	June 5	June 6	Admission for four (4) people to the designated Bellco VIP Area for an upcoming Hudson Gardens Summer Concert series event	1	\$150.00
June 16	June 12	June 13	Admission for four (4) people to the designated Bellco VIP Area for an upcoming Hudson Gardens Summer Concert series event	1	\$150.00
June 23	June 19	June 20	Admission for four (4) people to the designated Bellco VIP Area for an upcoming Hudson Gardens Summer Concert series event	1	\$150.00
July 3	June 26	June 27	Admission for four (4) people to the designated Bellco VIP Area for an upcoming Hudson Gardens Summer Concert series event	1	\$150.00
July 7	July 2	July 3	Admission for four (4) people to the designated Bellco VIP Area for an upcoming Hudson Gardens Summer Concert series event	1	\$150.00

July 14	July 10	July 11	Admission for four (4) people to the designated Bellco VIP Area for an upcoming Hudson Gardens Summer Concert series event	1	\$150.00
July 21	July 17	July 18	Admission for four (4) people to the designated Bellco VIP Area for an upcoming Hudson Gardens Summer Concert series event	1	\$150.00
August 3	July 30	July 31	Admission for four (4) people to the designated Bellco VIP Area for an upcoming Hudson Gardens Summer Concert series event	1	\$150.00
August 4	July 31	August 1	Admission for four (4) people to the designated Bellco VIP Area for an upcoming Hudson Gardens Summer Concert series event	1	\$150.00
August 10	August 7	August 8	Admission for four (4) people to the designated Bellco VIP Area for an upcoming Hudson Gardens Summer Concert series event	1	\$150.00
August 17	August 14	August 15	Admission for four (4) people to the designated Bellco VIP Area for an upcoming Hudson	1	\$150.00

			Gardens Summer Concert series event		
August 25	August 21	August 22	Admission for four (4) people to the designated Bellco VIP Area for an upcoming Hudson Gardens Summer Concert series event	1	\$150.00

(b) In addition, each Winner will receive:

- i. 4 Bellco branded chairs (valued at \$40 each)
- iii. 2 Bellco branded fleece stadium blankets (valued at \$20 each)

(c) Odds of winning depend on the number of Entries received prior to each Deadline for Entry. Entries received after the final Deadline for Entry will be discarded.

(d) Prize is not redeemable for cash.

**7. Prize Award:** If a Prize cannot be awarded for any reason, Sponsor reserves the right to substitute the Prize with another Prize of equal or greater value. Prizes are non-transferable, non-negotiable and not redeemable for cash or merchandise. It is expressly understood that the Sponsor is under no obligation to Winner other than as expressly set forth herein. **Winner is solely responsible for all federal, state and local taxes and fees associated with receipt of the Prize.** Should federal, state or local law impose any tax reporting or filing obligations on Sponsor arising out of the Winner's participation in the Sweepstakes (including the Winner's receipt of and/or use of the Prize), the Winner agrees to timely provide Sponsor with any information that is reasonably needed for Sponsor to comply with any such reporting or filing obligations.

**8. Limitations of Liability and Release:** No liability or responsibility is assumed by Sponsor resulting from any Eligible Participant's participation in or attempt to participate in the Program. Sponsor, Sponsor Entities and their respective officers, directors and employees are not responsible for and shall not be liable for: (a) printing or typographical errors in any Sweepstakes-related materials and in the event of any inconsistency between Sweepstakes-related materials and these Official Rules, these Official Rules shall govern and control, (b) technical problems or technical malfunction which may affect entering or the operation of the Sweepstakes, including, electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind, Internet Service Provider (ISP) or other connection availability, server malfunction, 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, any human, mechanical or technical or electronic error, unauthorized human or non-human intervention of the operation of the Sweepstakes, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms, or destruction of any aspect of the Sweepstakes, or loss, miscount, misdirection, inaccessibility or unavailability of an account used in connection with the Sweepstakes; or (c) any condition caused by events that may cause the Sweepstakes to be disrupted or corrupted, regardless of the reason. Sponsor is not responsible for injury or damage to Eligible Participants' or any other person's property related to or resulting from participating in this Sweepstakes or attendance at the concerts. By participating in the Sweepstakes, Eligible Participants agree to release and hold the Sponsor and the Sponsor Entities harmless from any and all claims, damages or liabilities arising from or relating to such Eligible Participant's participation in the Sweepstakes including, without limitation, any use or misuse of the Prize. By accepting a Prize, Winners agree to release and hold Sponsor harmless for any loss or injury including, without limitation, any personal injury or property damage resulting from participation in the Sweepstakes or use of a Prize.

**9. General:** By participating, Eligible Participants agree to these Official Rules and **Sponsor's Privacy Policy**, which are final and binding in all respects. Winners must comply with any and all requirements and limitations associated with the use of the Prize. If for any reason the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to suspend, cancel, modify or terminate the Sweepstakes, or any part of it.

**10. Disputes:** Disputes, including construction, validity, interpretation and enforceability of these Official Rules shall be (1) governed by the laws of the State of Colorado without regard to choice of law or conflict of law principles (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; (2) any dispute, claims and causes of action arising out of or connected in any way with the Sweepstakes or the Prize awarded shall be resolved individually, without resort to any form of class action, and brought exclusively in a federal or state court in the state of Colorado; (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (4) under no circumstances will an Eligible Participant be permitted to obtain awards for, and participant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

11. **Winners List/Rules Request:** For the name of the Winners or to request a copy of these Official Rules, send a self-addressed, stamped envelope (VT residents may omit return postage) specifying "Official Rules" or "Winners List," to: Official Rules Request/Winner's Names Request, Bellco Credit Union, 7600 E. Orchard Road, Suite 400N, Greenwood Village, CO 80111.