

Four Peaks Four Seats Diamondbacks Giveaway

Text to Win Official Rules

NO PURCHASE OR TEXT MESSAGING NECESSARY TO ENTER OR CLAIM A PRIZE. A PURCHASE OR TEXT MESSAGING WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW.

This Sweepstakes is open to legal residents of **Arizona**, **21 years** of age or older as of date of entry. Void in Puerto Rico, all U.S. territories and possessions, overseas military installations and everywhere else outside the U.S. and where prohibited, or otherwise restricted by law. Subject to all federal, state and local laws.

The Four Peaks Four Seats Diamondbacks Giveaway (“Sweepstakes”) begins **Monday, March 18, 2019 at 12:01am Mountain Time (MT)** and ends on **Sunday, August 25, 2019 at 11:59pm MT**, (“Promotion Period”). Dates and times may change. The Sweepstakes shall be subject to these Official Rules, and by entering, all participants agree to be bound by the terms and conditions herein.

1. **TO ENTER:** There are two ways to enter:

A. VIA TEXT:

To enter, send a text message to **620620** with the keyword, “**SEATS**” in the body of the message. In addition to being entered in to the Sweepstakes, those who send the keyword “**SEATS**” to **620620** using the text-messaging feature on their mobile phone may be automatically signed up to receive alerts and updates on behalf of Arizona Sports (“Messaging Service”). Entrants will be given the opportunity to “opt out” (or unsubscribe) from the Messaging Service each time they receive a text message by sending **STOP** to short code **620620**. Cancellation by this method will NOT eliminate an otherwise valid entry into the Sweepstakes.

The Messaging Service is provided FREE of charge outside of the standard text-messaging rates, fees and charges for text messages sent and received from that entrant’s handset according to the terms and conditions in their wireless calling plan. Sweepstakes Entities are not responsible for any charges from the cellular phone provider made to the entrant.

All text entries must be received no later than Sunday, August 25, 2019 at 11:59pm MT. Entrants must have a text messaging two-way capable handset and digital service in order to enter the Sweepstakes using the text messaging method. Entrants will be sent a text message that confirms entry into the Sweepstakes. Entrants entering by text will be charged standard text messaging rates for text messages sent and received from their handset according to the terms and conditions in their wireless calling plan. Text messaging and wireless service are not available in all areas. Sponsor reserves the right in its sole discretion to disqualify any text message entry at any time which in Sponsor’s opinion does not comply with these Official Rules.

B. VIA MAIL IN:

Hand print your name, address, phone number and email address and provide your signature (your signature certifies that you are 21 years of age or older and have read and complied with all of the Official Rules of this Sweepstakes) on a 3" x 5" card, and mail your entry to Four Peaks Four Seats Diamondbacks Giveaway, c/o Arizona Sports 98.7 FM, 7740 N. 16th Street, Suite 200, Phoenix, AZ 85020. All entries must be received and recorded during the Sweepstakes Period.

Limit 1 entry per person during the Promotion Period regardless of method of entry. Mail-in entries must be post-marked on Monday, August 19, 2019 and received by Sunday, August 25, 2019.

All entries become the sole property of Arizona Sports 98.7 FM, Sponsor, (collectively "Sweepstakes Entities") and will not be acknowledged or returned. Incomplete entries are void. Any individual who attempts or otherwise encourages, directly or indirectly, the entry of multiple or false contact information under multiple identities, by cellular phone, or uses any robotic, automatic, mechanical or programmed device or artifice to enter or encourage, directly or indirectly, multiple or false entries, as determined by the Sweepstakes Entities, will be disqualified. If you send your entry via text message, the prize will be awarded to the name corresponding to the Mobile Telephone Number (MTN) indicated on your entry. In the event of a dispute as to the identity of an entrant, entry will be declared made by the authorized account holder submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to a mobile telephone number/email address by a telephone company, wireless service provider, Internet access provider, Internet service provider or other organization (e.g. business, educational, institution, etc.) that is responsible for assigning email addresses, telephone numbers or wireless phone numbers for the telephone exchange associated with the submitted telephone number/email address or the domain associated with the submitted telephone, as applicable. In the event of a dispute as to the identity of an entrant, the potential winner may need to present a bill to confirm his/her status as the authorized account holder of the account used to submit the winning entry.

Sweepstakes Entities and their respective parents, subsidiaries and affiliates are not responsible for late, lost, delayed, unclear, unintelligible, incomplete, misdirected, stolen, ineligible or damaged entries which will be disqualified or for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the sender, or by any of the equipment or programming associated with or utilized in the Sweepstakes which may limit the ability to play or participate, or by any human error that may occur in the processing of the entries in the Sweepstakes. If for any reason, (including infection by computer virus, bugs, worms, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond reasonable control of Sweepstakes Entities and their respective parents, subsidiaries and affiliates, that corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Sweepstakes), and the Sweepstakes is not capable of being conducted

as described in these Official Rules, Sweepstakes Entities shall have the right, at their sole discretion, to cancel, terminate, modify or suspend this Sweepstakes, and to select the prize winners in a random drawing from eligible entries received prior to action taken, or as otherwise deemed fair and appropriate by Sweepstakes Entities. Sponsor shall have no further obligation to any participant in connection with the Sweepstakes. Sweepstakes Entities reserve the right to prosecute any fraudulent entries to the fullest extent of the law.

2. **Random Drawing/Notification:** One (1) winner will be drawn in a random drawing conducted on or about Monday, April 1, 2019 from all eligible entries received for the Sweepstakes. One (1) winner will be drawn in a random drawing conducted on or about Monday, April 29, 2019 from all eligible entries received for the Sweepstakes, One (1) winner will be drawn in a random drawing conducted on or about Monday, May 27, 2019 from all eligible entries received for the Sweepstakes, One (1) winner will be drawn in a random drawing conducted on or about Monday, July 1, 2019 from all eligible entries received for the Sweepstakes, One (1) winner will be drawn in a random drawing conducted on or about Monday, July 29, 2019 from all eligible entries received for the Sweepstakes, One (1) winner will be drawn in a random drawing conducted on or about Monday, August 26, 2019 from all eligible entries received for the Sweepstakes. Prize drawing(s) will be conducted by Arizona Sports (“Administrator”), whose decisions shall be final and binding, as the administrator of the Sweepstakes. The winners will be notified by telephone or text message. Winners must respond to such notification within twenty four (24) hours after notification or an alternate winner may be selected from the remaining eligible entries. Upon prize forfeiture, no compensation will be given. The prize winners may be required to complete, sign and return a notarized Affidavit of Eligibility/Liability and Publicity Release (where permitted by law) as well as any other documents which may be required by Sponsor or prize provider, all of which must be received prior to the time that the prize is picked up or he/she may be disqualified and prize may be forfeited and awarded to an alternate.
3. **Prizes:** One (1) Winner will receive four (4) tickets in the Draft Room to the April 5th, Diamondbacks Vs. Red Sox game, \$200 Dbucks and a \$50 Lyft Code (ARV: \$400). One (1) Winner will receive four (4) tickets in the Draft Room to the May 1st, Diamondbacks Vs. Yankees game, \$200 Dbucks and a \$50 Lyft Code (ARV: \$400), One (1) Winner will receive four (4) tickets in the Draft Room to the June 1st, Diamondbacks Vs. Mets game, \$200 Dbucks and a \$50 Lyft Code (ARV: \$400), One (1) Winner will receive four (4) tickets in the Draft Room to the July 5th, Diamondbacks Vs. Rockies game, \$200 Dbucks and a \$50 Lyft Code (ARV: \$400), One (1) Winner will receive four (4) tickets in the Draft Room to the August 3rd, Diamondbacks Vs. Nationals game, \$200 Dbucks and a \$50 Lyft Code (ARV: \$400) and One (1) Winner will receive four (4) tickets in the Draft Room to the September 1st Diamondbacks Vs. Dodgers game, \$200 Dbucks and a \$50 Lyft Code (ARV: \$400).

Odds of winning a Prize depends on the number of eligible entries received. If you send your entry via text message, prize will be awarded to the name corresponding to the phone number from which the text message originated. Limit one prize per person. Federal, state and local taxes, including completion of Form W-9 tax, and any and all other expenses related to the acceptance or use of any prize are the winner’s sole responsibility. Text Messaging service is not available in all areas.

RESTRICTIONS: Prize is not replaceable if lost, damaged or stolen. Prize is not refundable. Arizona Sports is not required to offer any substitution for or alternative to prize awarded under this Sweepstakes. Prize is non-transferable. No substitutions/cash redemptions. Sponsor reserves the right to substitute a prize of equal or greater value in the event a prize is unavailable.

4. Eligibility: Sweepstakes is open to legal residents of Arizona, 21 years of age or older as of date of entry. Individuals employed by Sponsor, Administrator or any of their respective parent and affiliated companies, subsidiaries, advertising and promotional agencies and any and all other companies associated with the Sweepstakes and their immediate families (parent, siblings, children and spouse) and persons residing in the same household (whether related or not) of such employees are not eligible to enter or win. Void in Puerto Rico, the U.S. Virgin Islands, all other U.S. territories and possessions, U.S. Military installations in foreign countries, anywhere outside of the U.S and where prohibited, taxed or restricted by law.

5. General: By entering, all entrants agree to be bound by these Official Rules and by the decisions of the Sweepstakes Entities, which shall be final and binding. Sweepstakes Entities may prohibit any entrant or potential entrant from participating in the Sweepstakes, if at the sole discretion of Sweepstakes Entities, such person shows a disregard for these Official Rules, or acts (1) with an intent to annoy, abuse, threaten, or harass any other entrant, Sweepstakes Entities, or their agents or representative; or (2) in any other disruptive manner.

By participating in the Sweepstakes by text message entries all entrants will allow Arizona Sports to communicate with them on behalf of Sponsor. By accepting prize, the winner grants to Sweepstakes Entities the right to use winner's name, likeness, image, voice, hometown, and biographical information in any advertising, trade or promotion, including on the Internet or via wireless application protocol, without further notice, compensation or permission, except where prohibited by law. If the guest is a minor under the law of his/her jurisdiction of residence, his or her respective parent or guardian will be required to execute an Affidavit acknowledging, confirming and consenting to the Liability Release and Publicity Consent.

Any personal information supplied by any entrant to Sweepstakes Entities will be subject to Sponsor privacy policy posted at **ArizonaSports.com**. Entrants who do not comply with these Official Rules or attempt to interfere with this Sweepstakes in any way shall be disqualified.

The use of automated entry devices or any other conduct that impedes the integrity of the Sweepstakes is prohibited. Sponsors' decisions as to all matters related to the administration of the Sweepstakes and selection of the prize winners are final.

6. Indemnification: By entering entrant and travel companion or event guest(s) agree to release, defend, hold harmless and indemnify Sponsor, Administrator and their respective parents, subsidiaries, affiliates, contractors, directors, officers, governors, employees, shareholders and agents against any and all liability, damages or causes of action (however named or described), with respect to or arising out of either (i) any damage to entrant's cellular telephone or computer relating to or resulting from entering or downloading materials or software in connection with entering this Sweepstakes; or (ii) any injuries, losses, or damages of any kind caused by the acceptance, possession, use or misuse of a prize awarded in the Sweepstakes, including but not limited to any claims for damage to property, personal injury,

death or claims based on defamation, rights of privacy, rights of publicity or merchandise delivery. False or deceptive entries or acts will render the entrant ineligible. WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SWEEPSTAKES ENTITIES RESERVE THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. Sweepstakes Entities are not responsible for any printing or typographical errors in these Official Rules or any other materials associated with the Sweepstakes. Entrants enter at their own risk and Sweepstakes Entities' are not responsible for and shall not be liable for any condition caused by events beyond their control that may cause the Sweepstakes to be disrupted or corrupted.

7. Arbitration and Choice of Law: This promotion is intended for participation in the United States only and shall be construed only according to United States Law. Except where prohibited by law, as a condition of participating in this Sweepstakes, entrant and Sponsor agree that (1) any and all disputes and causes of action arising out of or connected with this sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the contestant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with entering this Sweepstakes), and entrant further waives all rights to have damages multiplied or increased.

8. Conditions:

- a. Arizona Sports, our sponsors and agents are not responsible for any:
 - i. Internet, e-mail, technical, hardware, software, or transmission failures of any kind.
 - ii. Entries that are lost, mutilated, illegible, inaccurate, incomplete, garbled, delayed.
 - iii. Telephone calls or faxes that fail to be completed due to either equipment malfunction, busy lines, dropped lines, tied lines, or dialing the wrong number (if in doubt, contact your local telephone service provider prior to participating in the contest).
 - iv. Equipment malfunctions or human error in the process of processing submissions for promotions, games, or contests which may limit your ability to participate.

In any of these cases, another entrant will qualify whether caused by Arizona Sports 98.7, you, or third parties.
- b. Arizona Sports reserves the right, in its sole discretion, to cancel, modify, or suspend a promotion, game, or contest if it is not capable of completion as planned for any reason including, but not limited to, infection by computer virus, bugs, tampering,

unauthorized intervention or technical failures of any kind. Arizona Sports, in its sole discretion, may award prizes to entries received by alternate means.

- c. If you use fraudulent means to participate and/or win the contest, you will be disqualified.
- d. The decision of the Arizona Sports management is final.
- e. Arizona Sports is not liable for any injury or loss incurred in pursuit or use of prize(s).
- f. Publicity Release: Unless prohibited by law, your participation constitutes permission for Arizona Sports and contest sponsors, without any further obligation to you, to use your name, voice, biographical data and likeness for promotional purposes.
- g. Your contest entry becomes the property of Arizona Sports, and Arizona Sports may use any of your entry for any purpose whatsoever, without further compensation to you.

9. Winner's Name and Official Rules: You may request official rules or winner's name by sending a self-addressed, stamped envelope by October 31, 2019 to: Four Peaks Four Seats Diamondbacks Giveaway Winners List or Official Rules Request (*specify* which you are requesting) c/o Arizona Sports 7740 N. 16th Street, Suite 200, Phoenix, AZ 85020 You can also access the rules (available during the Promotion Period) online at ArizonaSports.com.

9. Sponsor:

Four Peaks Brewing Company