

Denver Westword
“SUPPORT WESTWORD BY JOINING AS A MEMBER - FIDDLERS GREEN TICKETS”

SWEEPSTAKES
OFFICIAL RULES

Dates: September 13, 2023 - September 30, 2023

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. **ELIGIBILITY:** This Sweepstakes is open only to legal residents of the 50 United States and the District of Columbia (excluding Puerto Rico and all United States territories and possessions [and Rhode Island, New York and Florida]), who are 18 years of age or older at the time of entry. You need not be present to win. Employees (and their immediate families or those living in the same household) of **Denver Westword, AXS, and Fiddlers Green** (“Sponsor(s)”) and their/its respective affiliates, subsidiaries, divisions, parent and related companies, suppliers, printers and advertising, promotional and judging agencies are not eligible to enter or win. Individuals who appear on the U.S. Government Department of Treasury’s Specially Designated Nations List are also not eligible to enter or win. An “entrant” is an eligible person who submits an entry in accordance with these Official Rules.

2. **HOW TO ENTER:** Sweepstakes begins at 12:01 a.m. ET on **September 13** and ends at 11:59 p.m. ET on **September 30** (the “Sweepstakes Period”). You may enter this Sweepstakes during the Sweepstakes Period via either the on-line or mail-in entry methods described below. Regardless of entry method you may enter only once. All entries must be received by 11:59 p.m. EDT of the last day of the Sweepstakes Period, whether submitted on-line, deposited at a participating location or mailed. Proof of depositing entry in mail is not considered proof of delivery or receipt. No photocopied or mechanically reproduced entries will be accepted. Illegible, incomplete and duplicate entries will be disqualified. Entries will not be accepted from post office boxes. All entries become the property of Sponsor(s) and will not be returned. No responsibility is assumed by the Sponsor(s) for any inability of a potential entrant to successfully enter the Sweepstakes for any reason.
 - a. **ON-LINE ENTRY METHOD:** During the Sweepstakes Period, you may enter the Sweepstakes via the internet by logging on to <https://www.westword.com/support> (the “Website”) and following the entry directions, as provided by the Sponsor(s) in its/their sole discretion.

Users with an active membership or users who have signed up for a membership before September 30, 2023, will be automatically entered into this giveaway.

Users without an active recurring membership are required to register via mail-in entry method.

 - b. **MAIL-IN ENTRY METHOD:** Alternatively, you may enter the Sweepstakes by hand-printing the words “**Join as a member to win Fiddlers Green Tickets**” Sweepstakes, your name, age, address, city, state, zip code, telephone number, and e-mail address (if applicable) on a 3”x 5” card and mailing it in an envelope to: “**Join as a member to win Fiddlers Green Tickets**” Sweepstakes, c/o Lily Black, **Denver Westword**. Users with or without an active membership may enter using the mail-in entry method.

If it is discovered that an entrant has registered or attempted to register more than once using multiple e-mail addresses, telephone numbers, multiple identities, IP addresses, use of proxy servers or any other method of unauthorized entry, all in Sponsor(s)’ sole and absolute discretion, all of that entrant’s entries will be declared null and void, entrant will be disqualified from the Sweepstakes and any Prize that entrant might have been entitled to receive will not be awarded to him/her. Entries that are late, lost, illegible,

duplicated, mechanically reproduced, contain false information, damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular in the sole discretion of Sponsor(s), that have been submitted or generated using robotic, programmed, script, or any other automated means, or illicit means, or do not conform with or satisfy any or all of the conditions set out in the Official Rules, as determined by Sponsor(s) in its/their sole and absolute discretion, may be judged void and disqualified.

Regardless of entry method or membership status you may enter the Sweepstakes only once.

3. **PRIZE AND APPROXIMATE RETAIL VALUE:** There will be one (3) prizes awarded for the Sweepstakes (the “Prize”), subject to these Official Rules.

Prize A is two (2) VIP box tickets and one (1) VIP parking pass to the Justin Moore concert at Fiddlers Green Amphitheater on September 23, 2023. The drawing date for this giveaway is September 18, 2023. The approximate total retail value of the Prize is \$156.

Prize B is two (2) VIP box tickets and one (1) VIP parking pass to the Queens of the Stone Age concert at Fiddlers Green Amphitheater on September 29, 2023. The drawing date for this giveaway is September 25, 2023. The approximate total retail value of the Prize is \$348.

Prize C is two (2) VIP box tickets and one (1) VIP parking pass to the Tyler Childers concert at Fiddlers Green Amphitheater on September 30, 2023. The drawing date for this giveaway is September 25, 2023. The approximate total retail value of the Prize is \$700.

All federal, state, and local tax liabilities are the sole responsibility of the winner of the Prize (the “Winner”). No transfer, substitution, or cash equivalent for the Prize permitted, except by Sponsor(s) in its sole discretion. Winner may be required to complete and return (i) an IRS W-9 form (i.e. Request for Taxpayer Identification Number and Certification) and any other tax-related documents reasonably requested by Sponsor(s) and (ii) an Affidavit of Eligibility and Publicity / Liability Release (the “Required Prize Documents”).

4. **RANDOM DRAWING:** The Winner will be selected in a random drawing from among all eligible entries, on or about September 18 and September 25 (the “Drawing Date”) by Sponsor(s), whose decisions are final and binding in all matters relating to this Sweepstakes. The Prize is guaranteed to be awarded. Only one Winner per household is permitted. Sponsor will use reasonable efforts to contact the Winner within [one] ([1]) day after the Drawing Date.
5. **PRIZE CONDITIONS:** No substitution for the Prize will be permitted. If necessary due to unavailability of the Prize, a prize of equal or greater value will be awarded at the discretion of the Sponsor(s). Prize is not transferable, assignable or redeemable for cash. Winner will be required to execute and return the Required Prize Documents within fifteen (15) days of issuance by Sponsor. Failure to return all Required Prize Documents in this time period may result in the Winner being disqualified and an alternate Winner selected. If a prize notification is returned to Sponsor(s) as undeliverable or if an entrant is found to be ineligible or declines to accept the Prize for any reason, an alternate Winner will be selected. If a selected entrant cannot be confirmed as the Winner as above or cannot be reached within seven (7) days of the date of the initial notification, then Sponsor may, in its sole discretion, disqualify the entrant and select an alternate entrant by random drawing.
6. **TICKET DISCLAIMER:** Please visit the Fiddlers Green website (<https://www.fiddlersgreenamp.com/venue-info/policies>) for full ticket and policy information.
7. **ODDS OF WINNING:** Odds of winning a Prize depend on the total number of eligible entries received for the Sweepstakes and are equal regardless of method of entry.
8. **CONDUCT OF PARTICIPATION IN THE SWEEPSTAKES:** By entering the Sweepstakes, entrant affirms that he or she has read and agrees to abide by the Official Rules and the decisions of the Sponsor(s). Sponsor(s) reserve(s) the right to disqualify any entrant acting in violation of the Official Rules or found

tampering with the entry process or with the operation of the Sweepstakes or the Website. The Sweepstakes is governed by the laws of the United States and, by entering, the Winner and each entrant hereby submit to the jurisdiction and venue of the federal, state and local courts located in **Denver, CO**. As a condition of entering this Sweepstakes, each entrant agrees that: (a) under no circumstances will the entrant be entitled or permitted to obtain awards for, and the entrant expressly waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than actual, out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased, and in no event shall attorney's fees be recoverable by either party; and (b) any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes or the Prize awarded shall be resolved individually, without resort to any form of class action. **ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE RELATED TO SPONSOR OR THE SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.**

9. **LIMITATIONS OF LIABILITY:** Released Parties (as defined herein) are not responsible for any incorrect or inaccurate entry or entries, errors in calculations, theft, tampering, destruction, or unauthorized access to, or alteration of entries; printing or other errors; and any entries or mail which are late, lost, delayed, incomplete, misdirected, stolen, mutilated, illegible, postage due or any combination thereof. Sponsor(s) reserve(s) the right to modify, amend, suspend or terminate the Sweepstakes or these Official Rules in the event that it becomes necessary due to circumstances beyond Sponsor(s)' control, or unforeseen events, as determined by Sponsor(s) in its/their sole and exclusive discretion, including without limitation, Acts of God, pandemic, epidemic, "shelter in place" and similar orders and other government actions, supply chain interruptions, and computer, internet or other technology failures or misuses. Without limiting the generality of the foregoing, Sponsor(s) may decide to postpone drawing dates or other deadlines herein, or terminate the Sweepstakes early. In the event the Sweepstakes is terminated early, the Winner will be selected from all eligible entries received at the time of termination.

THIS SWEEPSTAKES AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY, REPRESENTATION, GUARANTEE OR CONDITION OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTIONS LAW IS APPLICABLE TO YOU AND THESE OFFICIAL RULES.

10. **RELEASE OF LIABILITY:** By participating, the Winner and each entrant agrees to release, discharge, indemnify and hold harmless Sponsor(s), and each of its/their respective affiliated entities, affiliates, subsidiaries, parent corporations and companies, and all of their respective officers, directors, shareholders and principals, employees, representatives, agents and franchisees (collectively, "Released Parties"), from and against any claims made by the Winner and any entrants or any other third parties related in any way to the operation of this Sweepstakes, as well as any other claims, damages or liability due to any injuries, damages or losses (whether alleged, threatened, or actual) to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from (i) any acceptance, possession, misuse or use of the Prize and (ii) participation in this Sweepstakes or any related activity. The Winner assumes all liability for any injury or damage caused, or claimed to be caused, by participation in this Sweepstakes or acceptance, use or redemption of the Prize.
11. **ADDITIONAL TERMS AND CONDITIONS:** The following are conditions to winning the Prize and additional terms and conditions binding on entrants and the Winner:

- a. All federal, state and local tax liabilities and any applicable fees or incidentals, costs and expenses associated with accepting the Prize or participation in this Sweepstakes are the sole responsibility of the Winner. Sponsor may, in its sole discretion, withhold from the amount of the Prize any and all federal, state and local tax liabilities and any applicable incidentals, costs and expenses associated with accepting the Prize or participation in this Sweepstakes.
 - b. If the Winner declines the Prize, or if the person who is chosen in the drawing is not an eligible entrant or has not complied with these Official Rules, such person shall be disqualified and another person will be chosen in a drawing for the Prize.
 - c. No transfer, substitution, division or splitting of the Prize is allowed.
 - d. Decisions of Sponsor(s) are final with respect to determination of the Winner and all matters with respect to the conduct of the Sweepstakes.
12. **WINNER LIST AND OFFICIAL RULES:** You may obtain copies of the Official Rules or a list of Winner (available after the Drawing Date) by sending a self-addressed, stamped envelope that reads: “**Join as a member to win Fiddlers Green Tickets**” Sweepstakes - WINNERS - or - OFFICIAL RULES (please specify), c/o Lily Black, 1278 Lincoln Street, Suite 100 Denver, CO 80203. All requests must be received within six (6) months after the end of the Sweepstakes Period. Official Rules also available at <https://www.westword.com/support>.
13. **PRIVACY / USE OF PERSONAL INFORMATION:** By participating in the Sweepstakes, each entrant consents to Sponsor(s)’ or authorized agents’ collection, use, and disclosure of entrant’s personal information for the purposes of administering the Sweepstakes and prize fulfillment. Each entrant acknowledges that he/she has read, understood and accepted the Sponsor(s)’ Privacy Policy, which provides more information about Sponsor(s)’ privacy practices and is located at <https://www.westword.com/promotions>.

[Entrants may be offered the optional opportunity to receive coupons, newsletters, informational materials, marketing communications, or other special promotions, or other offers from Sponsor(s), affiliates within the Sponsor(s)’ groups, and/or third-party service providers. Entrants will not be contacted for marketing purposes unless they have provided their express consent.]

By accepting the Prize, and unless prohibited by law, the Winner agrees to Sponsor(s)’ use of his/her name, city/province of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity Sponsor(s) and its/their respective successors, assigns and licensees may conduct relating to the Sweepstakes in any media or format, whether now known or hereafter developed, including but not limited to the internet, at any time or times in perpetuity, without further compensation or notice, and hereby releases Released Parties from any liability with respect thereto.

14. **SPONSOR(S):**
Denver Westword 1278 Lincoln Street, Suite 100 Denver, CO 80203
Fiddlers Green Amphitheater
AXS

VOID WHERE PROHIBITED OR RESTRICTED BY LAW OR WHERE BONDING, REGISTRATION, OR OTHER REQUIREMENTS WOULD BE REQUIRED BUT HAVE NOT BEEN MET.