

## BRONCOS AND BRECKNERIDGE BOURBON WHISKEY SWEEPSTAKES

### Official Rules

**1. INTRODUCTION:** The Denver Broncos Football Club ("Broncos") and BRECKENRIDGE BOURBON WHISKEY (together, "Sponsors") are offering a sweepstakes ("Sweepstakes"). **NO PURCHASE NECESSARY. A PURCHASE DOES NOT IMPROVE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED BY LAW. VOID WHERE PROHIBITED. PARTICIPATION IS SUBJECT TO BINDING ARBITRATION FOR DISPUTE RESOLUTION.**

**2. ELIGIBILITY:** Entrants must be Colorado residents, and 21 years of age or older at the time of entry. Employees, contractors, directors, officers and agents of the Broncos, NFL Entities (as defined below) and Breckenridge Bourbon Whiskey (together, the "Sweepstakes Entities"), their parents, subsidiaries, affiliated companies, and agents, dealers, advertising and promotional agencies, wholesale distributors, individual retail licensees, all other service agencies involved with the Sweepstakes, and the immediate family (defined as parents, spouse, children, siblings, grandparents) of each such employees, and all those with whom such employees are domiciled, 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 the decisions of Sponsors and Denver Broncos Marketing ("Administrator"). 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

**3. TIMING:** Entire contest begins at 8:00:00 a.m. MDT on February 6, 2023 and ends at 11:59:00 p.m. MDT on February 21, 2023 ("Sweepstakes Period").

**4. TO ENTER:** Entrants must: visit [BroncosBreckenridgeWhiskey.com](https://BroncosBreckenridgeWhiskey.com), fill out the registration form in its entirety and submit online to be eligible to win. Absolutely no entries will be accepted after the cutoff deadline. Automated entries are prohibited and any use of automated devices will cause disqualification. Limit one entry per person/email address. 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 the Administrator's sole discretion. Enter only using an e-mail address subscribed and registered in your name. In the event of a dispute as to entries submitted by multiple individuals using the same e-mail account on the same day, entry will be deemed to have been submitted by the authorized subscriber of the e-mail account used to enter the sweepstakes at the actual time of entry and the authorized subscriber must comply with the Official Rules. The authorized e-mail account subscriber is deemed to be the natural person who is assigned an e-mail address by an Internet access provider. Potential winners may be required to show proof of being the authorized account subscriber. No responsibility is assumed by Sponsor or NFL Entities for any computer, on-line, telephone, human error or technical malfunctions that may occur. All entries become the property of Sponsors and will not be returned. By entering, you agree to these Official Rules and the decisions of the Sponsor and Administrator, which are final and binding in all respects. To obtain a copy of the Official Rules by mail, send a self-addressed, stamped envelope for receipt by February 21, 2023 to Denver Broncos Marketing, 1701 Bryant Street, Suite 900, Denver, CO 80204. WA and VT residents may omit return postage.

If entering with a mobile phone or other web-enabled device and using your wireless carrier's network, standard data charges from your wireless carrier may apply. Check with your wireless service provider for details on these and any other applicable charges. Entrants are solely responsible for any such wireless charges.

**5. PRIZES/ODDS:** Odds of winning one divided by the total number of eligible entries. One winner will be selected via a random drawing of all eligible entries on February 22, 2023.

Drawing will be conducted by Administrator whose decision is final in all matters relating to this Sweepstakes. No assignment, transfer or substitution of prize is permitted, except the Sponsor may substitute a prize of equal or greater value. Limit one (1) prize per person.

**Winner Notification:** The winners will be notified by telephone or email. Winners must respond to such notification within 24 hours after notification or an alternate winner will be selected from the remaining eligible entries. Once winner accepts prize, they will be emailed information pertaining to the prize. Any alternate potential winner selected will also be required to respond to the notification within the time frame stated above.

Potential Prize winners will be required to complete, sign, and return an Affidavit of Eligibility, Release of Liability and Publicity Release to the Administrator within three (3) days 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, then the potential winner will be disqualified and an alternate potential winner will be randomly selected (time permitting).

Winner guests must be twenty-one (21) years of age or older as of the end date of the Sweepstakes.

If a potential prize winner does not comply with these Official Rules, the prize will be forfeited and an alternate potential winner will be randomly selected (time permitting). Any alternate potential winner selected will also be required to adhere to the time period described in these Official Rules. Any prize notification or prize returned to the Sweepstakes Entities as undeliverable will result in disqualification and the awarding of that prize to an alternate potential winner (time permitting).

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. Note: Any communication between a potential winner and Sponsor or its agencies regarding this Sweepstakes (e.g. phone calls, text messages, chats, emails, etc.) may be recorded for quality assurance and training purposes.

**Prizes (1):** One total winner. Winner will receive two (2) limited-edition 750ml Breckenridge Bourbon Whiskey Broncos Blend Bottles (exact color subject to availability), one (1) Breckenridge Distillery after hours tour for 5 people, one (1) autographed football from a Denver Broncos Player, and one (1) \$100 gift card to the Denver Broncos Team Store. Tour must be redeemed within 6-months at a mutually determined time or experience will be forfeited. Transportation to and from the tour and other expenses at the tour are not included. To claim the afterhours tour, winner must email Jessie Unruh at [jessie.unruh@breckenridgedistillery.com](mailto:jessie.unruh@breckenridgedistillery.com). Prize package does not include taxes or any other items not specifically described in these Official Rules. If the winner cannot accept the prize as specified, prize will be forfeited and will be awarded to an alternate winner (time permitting). Prize is not redeemable for cash. Approximate retail value of each prize is: \$680. Any difference between stated value and actual value will not be awarded. 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.

**6. GENERAL CONDITIONS:** All entrants grant to Sponsors and the NFL Entities (as defined below) and their licensees, affiliates and assigns, the right to print, publish, broadcast and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, the entrant's name, biographical information, likeness and other information collected on the Sweepstakes registration form as news or information and for advertising and promotional purposes without additional consideration; and further without such additional compensation, appear for any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or

interviews, as may be determined from time to time by the Sponsor and NFL Entities. Further, by accepting a prize, each winner agrees to release and hold harmless the Sponsor and NFL Entities, their parents, affiliates, subsidiaries, advertising and promotion agencies and their respective directors, officers, employees, representatives, dealers, advertising and promotional agencies, wholesale distributors and individual retail licensees and agents ("Released Parties") from any and all liability for any injuries, loss or damage of any kind to person and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a prize, participation in any Sweepstakes-related activity, or participation in this Sweepstakes. The foregoing Released Parties are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or utilized in this promotion which may limit the ability to participate or by any human error which may occur in the processing of entries in this promotion. 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. 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. The Sweepstakes Entities reserve the right to modify, terminate, or suspend the online entry should virus, bugs, non-authorized human intervention, or other causes corrupt the administration, security, fairness, or proper operation of the Sweepstakes. These official rules constitute the full agreement relating to the Sweepstakes. In the event of any conflict between these rules and any of the documents relating to the Sweepstakes, these rules shall prevail. This Sweepstakes is void where prohibited or restricted by law and is subject to all federal, state, and local laws and regulations. The Sweepstakes Entities reserve the right, at their sole discretion, to disqualify any individual they find, in their sole discretion, to be tampering with the entry process or the operation of the Sweepstakes, to be acting in violation of the Official Rules; or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any use of robotic, automatic, programmed or like entry methods will void all such entries by such methods. The Sweepstakes Entities will prosecute any fraudulent activities to the full extent of the law. 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.

**7. 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 and the Sweepstakes Entities in connection with the Sweepstakes, or any claim or dispute that has arisen or may arise between you and the Sweepstakes Entities, 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. By participating in this Sweepstakes, each entrant agrees that: (i) Any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising out of, relating to, or connected in any way with the Sweepstakes or the awarding or redemption of prizes will be resolved exclusively by final and binding arbitration conducted pursuant to the AAA's Procedures for Consumer-Related Disputes in conjunction with the AAA's Commercial Arbitration Rules (if and as applicable depending on the amount in controversy); (ii) This arbitration agreement is made pursuant to a transaction governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (iii) The arbitration shall be held at the AAA regional office nearest the entrant; (iv) The arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable entrant may have entered into in connection with the Sweepstakes; (v) The arbitrator shall apply Colorado law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law; (vi) There shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only the entrant's and/or Sponsor's individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) The arbitrator shall not have the power to award punitive damages against any party; (viii) In the event that the administrative fees and deposits the entrant is required to pay under the AAA rules exceed \$125, and the entrant is unable to pay the additional fees and deposits, Sponsor retains the right to forward them to the

AAA on the entrant's behalf, subject to ultimate allocation by the arbitrator. In addition, if the entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor retains the right to pay as much of the entrant filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (ix) If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision shall remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

**8. WINNERS LIST:** The name of the prize winners may be obtained after February 22, 2023, by sending a self-addressed, stamped envelope for receipt by April 22, 2023, to Denver Broncos Marketing, Broncos, Broncos and Breckenridge Bourbon Whiskey Sweepstakes, 1701 Bryant Street, Suite 900, Denver, CO 80204.

**9. PRIVACY POLICY:**

See Sponsor's privacy policy located at <https://www.breckenridgedistillery.com> (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.

**10. SPONSORS:**

Breckenridge Bourbon Whiskey, 1925 Airport Rd, Breckenridge, CO 80424  
The Denver Broncos Football Club, 1701 Bryant Street, Suite 900, Denver, CO 80204.

**11. ADMINISTRATOR:**

Denver Broncos Marketing, Broncos, 1701 Bryant Street, Suite 900, Denver, CO 80204.

Participant irrevocably waives all claims against the National Football League, its member professional football clubs including the Denver Broncos Football Club, the Denver Broncos Team, LLC, LTD, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees (collectively, the "NFL Entities") and agrees that the NFL Entities will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes or the prizes awarded. The NFL Entities have not offered or sponsored this Sweepstakes in any way.

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