

NO PURCHASE NECESSARY. MUST BE A LEGAL RESIDENT OF THE CONTINENTAL UNITED STATES OR CANADA AND MUST BE 18 YEARS OR OLDER. THE FOLLOWING PROMOTION (ADVERTISEMENT) IS INTENDED FOR VIEWING IN THE UNITED STATES OR CANADA (THE "ELIGIBILITY AREA") ONLY AND SHALL BE CONSTRUED ACCORDING TO ILLINOIS LAW. DO NOT PROCEED FURTHER IN THIS SITE IF YOU ARE NOT LOCATED IN THE ELIGIBILITY AREA.

1. **ELIGIBILITY:** All entrants must be at least eighteen (18) years of age or older, legal residents of the Eligibility Area and have Internet access prior to the start date of the Sweepstakes. Employees of DownBeat Magazine, their advertising agencies and/or promotional partners and members of their immediate family (defined as parents, children, siblings, and husband or wife) together with those with whom such employees are domiciled, as well as contest judges, are not eligible to enter.

2. **TIMING:** The Sweepstakes begins at 1:00 p.m. (CT) on February 23, 2010, and ends at 6:00 p.m. (CT) on June 12, 2010 ("Sweepstakes Period"). The deadline for receipt of entry is 6:00 p.m. (CT) June 12, 2010

3. **HOW TO ENTER:** To enter, complete and submit the online Sweepstakes entry form located at <http://www.downbeat.com>; or mail a self-addressed stamped envelope to Telluride Jazz Celebration Flyaway, 102 N. Haven Rd., Elmhurst, IL 60126). All entries must include entrant's name, state/zip code/country, daytime telephone number, email address, and birth date. The first and last name provided by online entrants will be the identity of the entrant and, if selected and qualified for a prize, the identity of the winner. The use of a bogus name or e-mail address will disqualify an entrant. There is a limit of one (1) entry per e-mail address, per person and/or per family or household. Any duplicate entries, after the first entry, will be void. By entering the Sweepstakes, entrant consents to receiving additional DownBeat.com promotional information. All entrants (or in case of minor entrants, their parent/legal guardian) agree to abide by these Official Rules. All entries become the property of DownBeat. In the event of a dispute, the "entrant" for e-mail entries is the person in whose name the e-mail account is held. DownBeat is not responsible for lost, late, incomplete, illegible, postage due, misdirected or mutilated mail or e-mail, for failed, partial or garbled computer transmissions, or for technical failures of any kind, including, but not limited to electronic malfunctioning of any network, hardware, or software which may limit an entrant's ability to participate in this Sweepstakes. Proof of sending will not be deemed to be proof of receipt by DownBeat.

4. **PRIZES:** One (1) potential winner will be selected by a random drawing on or about one day after the contest date has expired from all eligible online entries received by DownBeat by 6:00 p.m. (CT) on the day and time the promotion expires. The administration of the Sweepstakes and the drawing will be overseen by DownBeat, whose decisions are final and binding in all respects related to the administration of the Sweepstakes and the selection of potential winners. Winner must be able to travel during the festival period, which runs from August 6 through 8, 2010. The following prizes will be given away: Grand Prize (1): One Grand Prize winner will receive roundtrip airfare (for 2) from Denver to the Telluride Jazz Festival, hotel accommodations (for 2) for three (3) nights in Telluride provided by Telluride Alpine Lodging, and two Weekend All-Access Passes to the festival. Approximate value: \$4,000. Odds of winning depend on the number of eligible entries received. Winners must pay applicable taxes, if any, on accepted prizes.

5. The potential Grand Prize winner will be notified by telephone and/or email by a representative of DownBeat. The potential Grand Prize winner will be given three (3) calendar days from the first time/day of notification to respond to DownBeat in order to claim his/her prize. Grand Prize winner must be able to travel during the festival dates of August 6-8, 2010. If a potential winner has not responded to DownBeat within the specified three (3) days, the potential winner will be disqualified and an alternate may be selected from the pool of eligible entries. If an entrant is found to be ineligible, he/she will be disqualified and an alternate winner will be selected from the pool of eligible entries. Each potential winner (or, if the potential winner is a minor, the potential winner's parent or legal guardian), may be required to sign and return via facsimile and/or U.S. mail within fourteen (14) days, an Affidavit of Eligibility and Release of Liability/Publicity (the "Release"), except where prohibited. Failure to sign and return the Release or respond to the notification within the time required and the time specified constitutes waiver of the prize, and the prize will be awarded to an alternate potential winner, chosen from among the remaining pool of eligible entrants. Prizes are non-transferable and must be accepted as awarded. No cash alternative or other substitution allowed. Except where prohibited by law, participation in the Sweepstakes shall constitute an entrant's consent (or if the entrant is a minor, his/her parent or legal guardian) to be bound by these Official Rules and to conform to all federal, state and local laws. Potential winners (or if the potential winner is a minor, his/her parent or legal guardian) who sign the Release consent to DownBeat's use of the potential winner's name, city, state, province or county, and country, likeness, photograph, statements made by the potential winner about the Sweepstakes, DownBeat, and/or prize information for promotional and advertising purposes without further payment or consideration. DownBeat reserves the right, in its sole discretion, to substitute a prize of equal or greater value, whether in cash or otherwise, if the prize cannot be awarded as described for any reason. [A potential winner may be required to furnish proof of identity, address and birth date in order to receive a prize.]

6. DownBeat, in its sole discretion, reserves the right to disqualify any individual who attempts to undermine the legitimate operation of the Sweepstakes by tampering with any Web site mechanism, acts in a disruptive manner or violates these Official Rules. **CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION OF SUCH ENTRANT. SHOULD SUCH AN ATTEMPT BE MADE, DOWN BEAT RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**

7. DownBeat is not responsible for any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from downloading any material from DownBeat's Web site, regardless of whether the material was prepared by DownBeat or a third party, and regardless of whether the material is connected to DownBeat's Web site by a hypertext link. DownBeat reserves the right to cancel or modify the Sweepstakes if fraud, technical failures, or any other factor beyond DownBeat's reasonable control impairs the integrity of the Sweepstakes as determined by Down Beat in its sole discretion. In the event of such impairment, DownBeat may choose potential winners from all eligible entries received as of the time of impairment. By receipt of any prize in the Sweepstakes, potential winners, or his/her parent or legal guardian if the potential winner is a minor, agree to release and hold harmless DownBeat magazine and their affiliates, directors, officers, employees and agents from any damage, injury, death, loss or other liability that may arise from the potential winner's acceptance or use of any prize or substitute prize or their participation in this Sweepstakes, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy or from any misuse or malfunction of such prize or substitute prize. Down Beat and their affiliates, directors, officers, employees and agents assume no liability either for cancellation or for any reason whatsoever or through the acts or defaults of any company or person providing any prize or for events occurring after the award of such prize. All such losses or expenses will have to be borne by individual Sweepstakes winners. Sweepstakes is subject to all federal, state and local laws. Void where prohibited by law.

8. DownBeat reserves the right to modify the Official Rules of this Sweepstakes in any way or at any time. This Sweepstakes shall be governed by Illinois law. By participating in sweepstakes, entrants agree that Illinois courts shall have jurisdiction over any dispute or litigation arising from or relating to this Sweepstakes and that venue shall be only in Illinois.

9. WINNER'S LIST: Copies of the winners' names may be obtained by sending a self-addressed stamped envelope to the address listed herein. Vermont residents may omit return postage.

10. THE SPONSOR: DownBeat, 102 N. Haven Rd. Elmhurst, IL 60126