## "Polaris Snow and Ice Fly Away Sweepstakes" Official Rules

## NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.

1. ELIGIBILITY. The Minnesota Wild and Polaris "Polaris Snow and Ice Fly Away Sweepstakes" (the "Sweepstakes") is only open to entrants who, as of the entry date, are permanent legal residents of the United States who are at least eighteen (18) years old. The Sweepstakes is void outside of the United States and where prohibited or restricted by law. Employees, officers and directors of Polaris Sales, Inc. ("Sponsor") and the Minnesota Wild Hockey Club, LP ("Wild") (Sponsor and Wild collectively the "Sweepstakes Entities"), and their respective parents, subsidiaries, affiliates, divisions, advertising and promotion agencies, and the immediate families (defined as parents, spouses, children, siblings, grandparents, and their respective spouses) or members of the same household (whether related or not) of each such employee, officer and director, are not eligible to enter. The Sweepstakes, and any website pages and advertisements relating thereto, is intended for viewing only within the eligible Sweepstakes territory, and entrants must be present in the eligible Sweepstakes territory at the time they enter.

**2. TIMING.** The Sweepstakes entry period begins at 9:00am Central Time ("CT") on January 2, 2024, and ends at 11:59pm CT on February 11, 2024 (the "Entry Period"). Wild's computer is the official timekeeping device for the Sweepstakes.

## 3. HOW TO ENTER AND COMPLIANCE WITH OFFICIAL RULES

a. **TO ENTER ONLINE:** During the Entry Period, go to the <u>www.wild.com/Polaris</u> page to find the Official Entry Form. Fully complete the required information within the Official Entry Form and agree to receive Sweepstakes Entities email communications about promotion, news, offers, etc. at the Sweepstakes Entities' discretion. All entrants must agree to these Official Rules by checking the box provided at the bottom of the Official Entry Form agreeing to these Official Sweepstakes Rules before they may submit their entry. All eligible entrants who fully complete and submit the Official Entry Form during the Entry Period will be entered into a random drawing to win the prize package (described in Section 6 below).

b. **TO ENTER VIA MAIL:** LIMIT: One (1) mail in entry per person and address (physical or email) in the Sweepstakes. All entries must be received by Wild during the Entry Period and become the exclusive property of the Sweepstakes Entities. None will be acknowledged or returned. All entrants and entries subject to verification prior to the awarding of a prize, as are the eligibility, age and other claims of/information provided by a potential prize winner. All entries may be sent via a self-addressed postage-stamped envelope to "On-Road, Off-Road & On-Ice Sweepstakes" Minnesota Wild, 317 Washington St., St. Paul, Minnesota 55102.

c. **COMPLIANCE WITH OFFICIAL RULES:** Failure to submit all required information in the manner required in these Official Rules may result in disqualification. Entries will not be acknowledged or returned. Proof of submission will not be deemed to be proof of receipt by Wild. Any submission that does not comply with any aspect of these Official Rules may be rejected by the Wild and the entrant disqualified.

4. AGREEMENT TO OFFICIAL RULES AND DECISIONS. By participating in the Sweepstakes, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of the Sweepstakes Entities (including, without limitation, decisions regarding eligibility of entries, the selection of entrants and the winners, and the awarding of prizes), which are final and binding in all respects.

**5. SELECTION OF WINNING ENTRY; ODDS; NOTIFICATION.** On or about February 12, 2024, the Wild, in its sole discretion, will select one (1) winner at random from among all eligible entries received. Odds of being selected depend on the number of eligible entries received by the Wild during the Sweepstakes. The winner selected must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. The winner will be notified by phone and will be required to execute a Liability and Publicity Release. If the winner cannot be contacted within two (2) days of the first attempt to contact them then that winner may be

disqualified and an alternate winner will be selected by the Wild from all eligible non-winning entries received by the Wild during the Sweepstakes.

6. **PRIZE.** Subject to the terms and conditions of these Official Rules, one (1) prize will be awarded during this Sweepstakes. The prize will consist of and is limited to Two (2) round trip airfare flying from Minneapolis – St. Paul, MN International Airport to Denver International Airport, two (2) nights at a pre-determined Denver-area hotel (at Sponsor's sole discretion), One (1) Polaris Adventure Snowmobile Experience for two (2) on Saturday, March 9<sup>th</sup>, 2024 at a certified Polaris Adventures outfitter within 120 miles of Denver (location at sponsor's sole discretion), one (1) rental car (make and model and sponsor's sole discretion) for three (3) days and two (2) tickets the Minnesota Wild vs. Colorado Avalanche game on March 8th, 2024 at Ball Arena in Denver, Colorado. Winner must sign a liability waiver prior to the Polaris Adventures experience. The approximate retail value ("ARV") of the prize is three thousand one hundred-eighty dollars (\$2,640.00). Any costs not specifically noted above in this Section 6 will be the sole responsibility of the prize winner and/or winner's guest, including but not limited to, any costs associated with travel to and from airports, food and beverages. Prize must be accepted as awarded, and prize is awarded "AS IS" with no warranty, representation, or guarantee, express or implied, in fact or in law, made by Sweepstakes Entities or for which Sweepstakes Entities shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. No substitution, assignment, refund or transfer of a prize is permitted, except by the Sweepstakes Entities, who reserves the right to substitute a prize (or a component thereof) with another prize (or component thereof) of greater or equal value, if a prize is not available for any reason as determined by the Sweepstakes Entity in its sole discretion. Winner is solely responsible for any and all costs, fees, taxes and expenses associated with prize award, receipt and use, including, without limitation, all federal, state and local taxes associated with the prize and any travel required to collect the prize. If applicable, prize winner will be issued an IRS Form 1099 for the retail value of the prize. LIMIT: One (1) prize per person or address (physical or email) in this Sweepstakes.

7. **PUBLICITY.** Except where prohibited by law, participation in the Sweepstakes constitutes entrant's consent to the Sweepstakes Entities (and their respective designees', successors' and assigns') use of entrant's name, biography, likeness, voice, photographs, video, opinions, statements, hometown, state and country for promotional purposes in any manner or media (including, without limitation, online), worldwide, in perpetuity, and without further payment, consideration, notice, review or consent. By participating in the Sweepstakes, entrant acknowledges and accepts that the entry they submit may be displayed on Wild.com, the Minnesota Wild Facebook page, Minnesota Wild Twitter feed and/or the Minnesota Wild Instagram page.

8. GENERAL CONDITIONS. The Sweepstakes Entities reserve the right, in their sole discretion, to terminate, modify or suspend the Sweepstakes if, in their opinion, there is any suspected or actual evidence of electronic or nonelectronic tampering with any portion of the Sweepstakes, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond the Sweepstakes Entities' reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. In such event, the Sweepstakes Entities reserve the right (but do not have the obligation) in their sole discretion to award a prize at random from among eligible, non-suspect entries received up to the time of suspected impairment. The Sweepstakes Entities reserve the right in their sole discretion to disqualify any individual they find to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of this Sweepstakes is a violation of criminal and civil laws, and, should such an attempt be made, the Sweepstakes Entities reserve the right to seek damages and other remedies from any such person to the fullest extent permitted by law. The Sweepstakes Entities' failure to enforce any term of these Official Rules.

**9. RELEASE.** By entering, each entrant forever and irrevocably releases and holds harmless the Sweepstakes Entities, their respective parents, subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, affiliates, Sweepstakes partners and prize suppliers, and all of their respective employees, officers, directors, shareholders and agents from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or entry in the Sweepstakes and/or entrant's award, receipt or use of any prize awarded in the Sweepstakes.

**10. LIMITATIONS OF LIABILITY.** Sweepstakes Entities are not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, misdirected or postage due entries or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the Sweepstakes; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Sweepstakes or the processing of entries; or (f) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes, or from viewing, playing or downloading any material from the Wild's website(s), regardless of whether the material was prepared by the Wild or a third party, and regardless of whether the material is connected to the Wild's respective websites by a hypertext link.

DISPUTES. Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or 11. connected with this Sweepstakes, or any prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in Minneapolis or St. Paul, Minnesota; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of Minnesota for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) 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 (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or the Sweepstakes Entities in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Minnesota, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.

**12. DATA COLLECTION.** Any personally identifiable entrant information collected or used by the Wild during the Sweepstakes will be used solely for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules or as otherwise permitted and in accordance with the Wild's Privacy Policy. The information collected is subject to the Privacy Policy of Wild located at <u>https://www.nhl.com/wild/info/privacy-policy</u>.

**13. OFFICIAL RULES.** These Official Rules are available by sending a self-addressed postage-stamped envelope to The Minnesota Wild and Polaris **"Polaris Snow and Ice Fly Away Sweepstakes"** Minnesota Wild, 317 Washington St., St. Paul, Minnesota 55102.

**14. WINNERS LIST.** The Winners List will be available on July 1, 2024 by sending a self-addressed postagestamped envelope to The Minnesota Wild and Polaris **"Polaris Snow and Ice Fly Away Sweepstakes"** Minnesota Wild, 317 Washington St., St. Paul, Minnesota 55102.

**15. SPONSOR.** This sweepstakes is sponsored by Polaris Sales Inc., located at 2100 Highway 55, Medina, Minnesota 55340 and the Minnesota Wild Hockey Club, LP, located at 317 Washington Street, St. Paul, MN 55102.