

# OVO LASIK + LENS "2 Minutes to 20/20" Official Sweepstakes Rules

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

**1. ELIGIBILITY.** OVO LASIK AND LENS, LLC "2 Minutes to 20/20" sweepstakes (the "Sweepstakes") is only open to entrants who, as of the entry date, are permanent legal residents of the State of Minnesota who are at least eighteen (18) years old. The Sweepstakes is void outside the State of Minnesota where prohibited or restricted by law. Employees, officers and directors of Minnesota Wild Hockey Club, L.P. ("Wild") OVO LASIK AND LENS, LLC ("Sponsor") (Wild and Sponsor collectively the "Sweepstakes Entities"), 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 begins at 9:00 a.m. Central Time ("CT") on Friday, October 4, 2024, and ends at 5:00 p.m. CT on Friday, April 18, 2025 ("Sweepstakes Period"). Entries will be received starting 9:00 a.m. CT on Friday, October 4, 2024 and up until 12:00 p.m. CT on Friday, April 18, 2025 (the "Entry Period").

Wild reserves the right, in its sole discretion, to extend, modify or terminate the Sweepstakes Period and/or Entry Period for any reason. Wild's computer is the official timekeeping device for the Sweepstakes.

**3. HOW TO ENTER.** There are two (2) ways to enter the Sweepstakes: (a) on the Minnesota Wild website and app, or (b) via mail.

**a. TO ENTER ON WILD.COM:** Entrants may visit [www.Wild.com/ovolasik](http://www.Wild.com/ovolasik) at any time during the Entry Period and enter to win by fully completing and submitting the provided form to receive one (1) entry. All eligible entries submitted during the Entry Period will be entered into a random drawing and eligible to win the prize (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.

**c. FOR ALL ENTRIES: LIMIT:** One (1) entry per person or address (physical or email), per home game during the Sweepstakes. All entries must be received by Wild during the applicable Sweepstakes Period. Additional entries received from the same person in excess of the stated limitation for the Sweepstakes Period will be void. Standard text messaging rates and service use charges imposed by your cellular provider will apply and are the sole responsibility of the entrant. All entries become the exclusive property of the Sweepstakes Entities and 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.

See Section 12 below ("Data Collection") regarding data collected in connection with an entrant's entry and an entrant's ability to opt-out of /opt-in to receiving marketing and promotional materials.

**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; ODDS; NOTIFICATION.**

At some time approximately forty eight (48) hours before every Minnesota Wild Hockey home game held at the Xcel Energy Center beginning October 10, 2024 and throughout the Sweepstakes Period, Wild will draw from among all eligible entries one (1) name. That individual will be deemed the potential winner for the next Minnesota Wild Hockey home game. If during the applicable game, the Minnesota Wild score a goal within the final two (2) minutes of the second (2<sup>nd</sup>) period, the potential winner will win one (1) prize of a Lasik procedure to be performed by OVO LASIK + LENS.

A maximum of ten (10) winners may win the prize described above during the Sweepstakes Period. **In the event that a goal is not scored during the final two (2) minutes of the second (2<sup>nd</sup>) period of any applicable Minnesota Wild home game, the potential winner will not receive a prize;** however, the potential winner may reenter to win during the remainder of the Entry Period. There is no guarantee that all ten (10) prizes will be distributed throughout the Sweepstakes Period; Sweepstakes Entities reserve the right to modify, cancel or suspend the Sweepstakes for any reason, including the right to add additional prizes and/or eliminate opportunities to win.

**Note: Each winner MUST be eligible and willing to receive a Lasik procedure within six (6) months of winning to accept a prize. Winner must also execute and return a Liability Release to Wild (the “Wild Release”) before he or she may claim the prize. Prizes may not be transferred to non-winners including, but not limited to, family members of, or members within the same household as, the winner. In the event winner is unable or unwilling to receive a prize, or in the event winner is unwilling or unable to execute and return the Wild Release, that entrant forfeits his or her right to the prize and will not be reimbursed for the prize and/or any expenses associated with determining eligibility to receive the procedure including, but not limited to, travel expenses to and from OVO LASIK + LENS, co-pays or any additional medical fees.**

Odds of winning a prize depend on the number of eligible entries received by Wild in the Sweepstakes.

The entrant selected must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a Minnesota Wild goal is scored in the last two (2) minutes of the second (2<sup>nd</sup>) period of a home game, potential winner will be deemed a winner and notified by phone or email. In addition to the Wild Release, the winner will be required to execute and return to Wild a notarized Affidavit of Eligibility and a Publicity Release (except where prohibited by law) (an “Affidavit/Release”) in the form(s) provided by Wild in order to claim his/her prize. The Affidavit/Release must be returned to Wild by the date and/or time indicated within the Affidavit/Release. If the winner cannot be contacted within two (2) days of the first attempt to contact him/her, or if the potential winner fails to return the Affidavit/Release within the specified time, or if any prize or prize notification is returned as undeliverable, or if the winner is found to be ineligible, or if the winner does not comply with the Official Rules, then the winner may be disqualified. In such event, the prize will be applied to a subsequent Minnesota Wild home game and an alternate potential winner will be notified as described above.

**6. PRIZE.** Subject to the terms and conditions of these Official Rules,

One (1) prize will be awarded in this Sweepstakes to a maximum of ten (10) winners. The Prize includes and is limited to one (1) Lasik procedure to be performed by OVO LASIK + LENS within six (6) months of winning the Sweepstakes. The approximate retail value (“ARV”) of this prize is \$5,000.00.

**Winners receiving \$600 or more of total prizes during the Sweepstakes are required to be issued an IRS Form 1099 for the value of the prizes received and will be taxed accordingly.**

Any costs not specifically noted above Section 6 will be the responsibility of the prize winner, including but not limited to, any costs associated with parking and travel to travel to and from the Xcel Energy Center in St. Paul, Minnesota, parking and travel to travel to and from the applicable OVO LASIK + LENS center, any co-pays, prescription costs or medical fees accrued before or after the procedure.

All prizes 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 Sweepstakes Entities, who reserve the right to substitute a prize (or a component thereof) with another prize (or component thereof) of greater or equal value, including cash, if a prize is not available for any reason as determined by a 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 on the prize and any travel costs that may be incurred.

**7. PUBLICITY.** Except where prohibited by law, participation in the Sweepstakes constitutes entrant's consent to Wild's (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.** 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 non-electronic tampering with any portion of the Sweepstakes, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond Sweepstakes Entities' reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. In such event, Sweepstakes Entities reserve the right (but do not have the obligation) in their sole discretion to award prizes at random from among eligible, non-suspect entries received up to the time of suspected impairment. Sweepstakes Entities reserve the right in their sole discretion to disqualify any individual it finds 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, Sweepstakes Entities reserve the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sweepstakes Entities' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.

**9. RELEASE.** By entering, each entrant forever and irrevocably releases and holds harmless Sweepstakes Entities, their respective parents, subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, 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.

**11. DISPUTES.** Entrant agrees that: (a) any and all disputes, claims, 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 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 Sponsor 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.** Wild collects personal information from entrants when they enter the Sweepstakes. The information collected is subject to the Privacy Policy of Wild located at <https://www.wild.com/>

**13. OFFICIAL RULES.** These Official Rules are available at <http://www.wild.com> or by sending a self-addressed postage-stamped envelope to "OVO LASIK + LENS 2 Minutes to 20/20 – Rules Request," Minnesota Wild, 317 Washington Street, St. Paul, Minnesota 55102.

**14. WINNERS LIST.** A list of the winners of this Sweepstakes will be available after the Sweepstakes Period through June 10, 2024 by sending a self-addressed postage-stamped envelope to "OVO LASIK + LENS 2 Minutes to 20/20 – Winners List Request," Minnesota Wild, 317 Washington Street, St. Paul, Minnesota 55102.

**15. SPONSOR.** The sponsor of the Sweepstakes and the address at which the Sponsor may be contacted is OVO LASIK AND LENS, LLC, 6099 Wayzata Boulevard, Saint Louis Park, MN 55416