

# **Minnesota Wild Foundation**

## **“Split the Pot Raffle”**

### ***Sophie’s Squad Official Rules***

**ELIGIBILITY.** The Minnesota Wild Foundation “Split the Pot Raffle” (the “Raffle”) is conducted in the State of Minnesota and is only open to participants who, as of the entry date, are permanent legal residents of the fifty (50) United States, the District of Columbia, or Canada who are eighteen (18) years of age or older on the date of the Raffle. The Raffle is void outside the State of Minnesota. Executives, Officers, Senior Management, and Directors of the Minnesota Wild Foundation (“Foundation”), the Minnesota Wild Hockey Club, LP (“Wild”), Minnesota Hockey Ventures Group, LP (“Ventures”), the Saint Paul Arena Company, LLC (“Arena Co.”), *Sophie’s Squad* (“Beneficiary”) and their 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 Executive, Officer, Senior Manager, and Director, are not eligible to enter. Employees and Volunteers of the Split the Pot Raffle and their immediate families (as defined above) or members of the same household (whether related or not) of each such Employee and Volunteer, are not eligible to enter.

**SPONSOR; LICENSE.** The sponsor of the Raffle is the Foundation, a 501(c) (3) charitable organization. The address at which the Foundation may be contacted is: Minnesota Wild Foundation, 317 Washington St., St. Paul, Minnesota 55102. The Raffle is conducted by the Sponsor for the benefit of the Beneficiary pursuant to Minnesota Lawful Gambling Exempt Permit #95486, which permits Beneficiary to benefit from a raffle at the Minnesota Wild home game(s).

#### **HOW TO ENTER/RAFFLE DATE AND PERIOD.**

Raffle tickets will be sold at the Grand Casino Arena in St. Paul, Minnesota (the “Arena”) at locations designated by Sponsor for the sale of Raffle tickets during the home hockey game(s) of the Minnesota Wild beginning three (3) hours prior to the Game through the end of the second (2<sup>nd</sup>) period intermission during the Game, unless another time frame is designated for sale of the Raffle tickets by Sponsor in its sole discretion (the “Sales Period”).

Raffle tickets will be sold as described below. Only one (1) ticket is required to be purchased by an eligible individual to enter the Raffle; however, there is no limit to the number of Raffle tickets an eligible individual may purchase.

Single tickets:	One (1) Raffle ticket is purchased for a price of \$2.
Three ticket package:	Three (3) Raffle tickets are purchased for a total price of \$5.
Ten ticket package:	Ten (10) Raffle tickets are purchased for a total price of \$10.
Forty ticket package:	Forty (40) Raffle tickets are purchased for a total price of \$20.

A raffle ticket purchaser will be given the Raffle ticket(s) at the time of purchase. A back end printer will print a single ticket for each raffle number sold and captured in a secure, monitored area in the Grand Casino Arena box office. Purchased Raffle tickets are only valid for the Raffle that takes place on the date on which the Raffle ticket was purchased. Transfer or resale of Raffle tickets is prohibited.

Only cash is valid payment for purchasing Raffle tickets. Raffle tickets may not be purchased with personal checks or a credit or debit card, or other form of payment. Raffle tickets may be sold only for the price printed on the ticket, and may not be provided free of charge or for any other consideration. **ALL PURCHASES OF RAFFLE TICKETS ARE FINAL AND NON-REFUNDABLE.**

**RAFFLE TICKETS ARE NONDEDUCTIBLE.** No portion of the Raffle ticket price may be deducted as a charitable contribution for federal income tax purposes.

**PRIZE; PAYMENT.** The Raffle prize consists of and is limited to a cash prize equal to fifty (50%) of the gross Raffle ticket sales revenue, up to a maximum prize amount of \$10,000. The prize amount will be announced after the

conclusion of Raffle ticket sales and before the drawing. Gross raffle ticket sales revenue shall be as determined by the Foundation in its sole discretion, and is calculated as gross ticket sales revenue including any potential taxes the Foundation estimates may be assessed by taxing authorities on the Raffle ticket sales revenue and to be paid by the Foundation or Beneficiary. Subject to the terms and conditions of these Official Rules, a check in the amount of the prize, net of any withholding or other taxes or assessments required or permitted to be withheld by the Beneficiary under applicable federal, state or local laws, rules or regulations, will be mailed to the prize winner within fifteen (15) business days after the Foundation has verified the winning Raffle ticket and prize winner has satisfied all terms and conditions of these Official Rules, including return of all forms and documents, as defined in Section 5(b) below, to Sponsor. Beneficiary may be required to withhold federal taxes in accordance with IRS regulations, and will do so as required by law as a pre-condition of winner receiving prize money. Winner is otherwise solely responsible for any and all costs, fees, additional taxes, or expenses associated with prize award, receipt and use, including, without limitation, all state and local taxes on the prize. If applicable, prize winner will be issued an IRS Form 1099 for the amount of the prize. No substitution, assignment, refund or transfer of a prize is permitted, except by the Foundation in its sole discretion.

### **DRAWING; NOTIFICATION; VERIFICATION; REDEMPTION; ODDS.**

One (1) winning Raffle ticket will be randomly drawn by the Beneficiary at the Arena during the third (3<sup>rd</sup>) period of the Game. The winning Raffle ticket number will be (i) announced over the Arena's public announcement system and displayed on a scoreboard before the conclusion of the third (3<sup>rd</sup>) period of the Game, (ii) posted at the Raffle kiosk in Section 102 after the public announcement system/scoreboard announcement, and (iii) posted on the Wild website ([www.wild.com](http://www.wild.com)) for a period of sixty (60) days after the Game. The potential winner does not need to be present to win. In the case of a discrepancy between the announced winning Raffle ticket number and the actual winning Raffle ticket number, the actual number will be considered to be the valid and winning ticket number. The potential prize winner must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements.

In order to claim the prize, the holder of the winning Raffle ticket must go in person with the original winning raffle ticket to either (i) the Raffle kiosk in Section 102 of the Arena prior to the end of the third (3<sup>rd</sup>) period of the Game or (ii) the Foundation's office (at the address in Section 2 above) during the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday (federal and state holidays excluded), on or before a date that is thirty (30) days after the Game (the "Prize Expiration Date"), and surrender the original winning Raffle ticket and follow the procedures below. If the Prize Expiration Date occurs on a Saturday, Sunday, or federal or state holiday, the Prize Expiration Date will be deemed to occur on the next business day. The potential winner will be required to deliver to an authorized Foundation representative (A) the original winning Raffle ticket (facsimiles, photocopies, scans and mechanically-reproduced Raffle tickets are not eligible), (B) an executed Affidavit of Eligibility, a Liability Release, and a Publicity Release (except where prohibited by law) (an "Affidavit/Release") in the forms(s) provided by the Foundation, (C) an IRS Form W-9 in the form provided by the Foundation, and (D) when applicable, an IRS Form W-2G and/or Form 1042S (requires two forms of identification) in the form provided by the Foundation. The Affidavit/Release and IRS Form W-9 must be executed and delivered to the authorized Foundation representative at the time of surrender of the original winning Raffle ticket.

The winning Raffle ticket is subject to verification at the sole discretion of Foundation. Raffle tickets that are stolen, counterfeit, fraudulent, tampered with, defective, illegible, reproduced (including without limitation, copies), mutilated, altered or otherwise irregular in any way are not eligible. Only Raffle tickets obtained as described in these Official Rules shall be deemed to have been obtained legitimately. Anti-fraud detection devices may be used for verification purposes. Raffle tickets will be void if they fail to pass anti-fraud detection measures, or, if determined by Foundation in its sole discretion, to be unauthorized, ineligible, illegitimately obtained, or if they contain an unauthorized message, code, number or other marking not issued by Foundation for use in the Raffle, or if they contain printing, typographical or other mechanical errors or are printed or produced in error, or are illegible, or unreadable or blank. Foundation shall have no liability or obligation to the holder of any void Raffle ticket. Notwithstanding the foregoing, Foundation may, at its sole discretion and without obligation, elect to replace a void Raffle ticket with another one upon request, while supplies last. Foundation reserves the right to inspect and examine any void Raffle ticket prior to issuing a replacement. Replacements will be issued at Foundation's sole discretion and will be denied in the event of non-compliance with these Official Rules. Foundation shall have no liability or obligation with respect

to any void Raffle ticket. Foundation is not responsible for lost, damaged or stolen Raffle tickets, and will not replace lost, damaged or stolen Raffle tickets.

If the potential winner does not surrender the original winning Raffle ticket to the Foundation or execute and deliver to the Foundation the Affidavit/Release and IRS Form W-9 as provided above before the end of the Prize Expiration Date, or if the potential winner is found to be ineligible, or if the potential winner does not comply with the Official Rules, or if the prize check is returned as undeliverable, then the potential winner may be disqualified and the prize forfeited, and the prize amount will be paid by the Foundation to the Beneficiary.

The odds of winning a Raffle prize depend on the number of valid tickets sold to eligible purchasers. There is no minimum and no maximum number of Raffle tickets that must be sold.

If by reason of printing or other error, more than one prize winning Raffle ticket number is claimed in this Raffle, all eligible participants making purportedly valid claims for the prize will be included in a random drawing to award the prize. No more than one (1) prize will be awarded in the Raffle. Inclusion in such drawing shall be each participant's sole and exclusive remedy under such circumstances.

**BENEFICIARY; REMAINING NET PROCEEDS.** Net raffle ticket sales revenue, after deducting the amount of the prize and the raffle expenses, will belong to the Beneficiary, to benefit the Beneficiary and the programs and charitable purposes that Beneficiary conducts and supports.

**AGREEMENT TO OFFICIAL RULES AND DECISIONS.** By participating in the Raffle, each Raffle ticket purchaser fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Foundation (including, without limitation, decisions regarding eligibility of Raffle tickets, the verification of the winning Raffle ticket, and the redemption, amount and award of the prize), which are final and binding in all respects.

**PUBLICITY.** Except where prohibited by law, participation in the Raffle constitutes the winner's consent to Foundation's, the Beneficiary's, the Wild's, Ventures' and Arena Co.'s (and their respective designees', successors' and assigns') use of winner'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.

**GENERAL CONDITIONS.** Foundation reserves the right, in its sole discretion, to terminate, modify or suspend the Raffle if, in Foundation's opinion, there is any suspected or actual evidence of tampering with any portion of the Raffle, or if unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond Foundation's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Raffle. In such event, Foundation reserves the right (but does not have the obligation) in its sole discretion to award the prize at random from among eligible, non-suspect Raffle ticket purchases received up to the time of suspected impairment. The Foundation reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the Raffle process or the operation of the Raffle or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of this Raffle is a violation of criminal and civil laws, and, should such an attempt be made, Foundation reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Foundation's 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. All trademarks are the property of their respective owners and may not be used except with express written consent of the trademark owners.

**RELEASE.** By purchasing a Raffle ticket, each purchaser forever and irrevocably releases and holds harmless Foundation, the Wild, Ventures, Arena Co., Beneficiary, their respective parents, subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, and affiliates, and all of their respective employees, officers, directors, shareholders and agents (collectively "Released Parties") from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from participant's participation and/or purchase of a Raffle ticket in the Raffle and/or a purchaser's award, receipt or use of any prize awarded in the Raffle.

**LIMITATIONS OF LIABILITY.** Released Parties are not responsible for (a) late, lost, stolen, damaged, mutilated, altered, incomplete, or misdirected Raffle tickets or redemption/claim requests or Raffle ticket or redemption/claim requests received or presented through impermissible or illegitimate channels, all of which will be disqualified; (b)

unauthorized intervention in any part of the Raffle process or the Raffle; or (c) printing, typographical, electronic or human errors which may occur in the offer or administration of the Raffle or the processing of Raffle tickets or redemption/claim requests, including, without limitation, errors in processing entries, identifying a potential winner, determining the official winner, or announcing or delivering a Prize.

**DISPUTES.** Each Raffle participant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Raffle, or any prize 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; participant 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 Raffle but in no event attorneys' fees; and (c) under no circumstances will participant be permitted to obtain awards for and participant 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 participants or Foundation in connection with the Raffle 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. If a court of competent jurisdiction finds that any provision of these Official Rules, or their application to a particular persons or circumstances, is invalid or unenforceable to any extent, then the remainder of these Official Rules, and the application of all of these Official Rules to other persons or circumstances, shall not be affected by that determination, and shall remain enforceable to the fullest extent permitted by law.

**OFFICIAL RULES.** These Official Rules are available at Raffle ticket sales locations at the Arena at the Game (while supplies last), or by sending a self-addressed postage-stamped envelope to "Split the Pot Raffle – Rules Request," c/o Minnesota Wild Foundation, 317 Washington St., St. Paul, Minnesota 55102, or at [www.wild.com](http://www.wild.com) at the Raffle information section of the website.

**WINNER'S LIST.** To request the winner's name, send a self-addressed postage-stamped envelope to "Split the Pot Raffle - Winner List Request," c/o Minnesota Wild Foundation, 317 Washington St., St. Paul, Minnesota 55102. Requests must be received within ninety (90) days of Raffle.

**PROBLEM GAMBLING HELPLINE.** If you have a gambling problem, you may call 1-800-333-HOPE for help.