## Minnesota Wild "#mnwildfirst Sweepstakes" Official Rules

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

1. ELIGIBILITY. Minnesota Wild "#mnwildfirst 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 the Minnesota Wild Hockey Club, LP ("Wild"), 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 12:01 a.m. Central Time ("CT") on October 1, 2023 and ends at 12:01a.m. CT on June 30, 2024 (the "Entry Period"). Wild's computer is the official timekeeping device for the Sweepstakes.

**3. HOW TO ENTER AND COMPLIANCE WITH OFFICIAL RULES.** There are two (2) ways to enter this Sweepstakes. Limit one (1) entry per person/Twitter account. Additional entries beyond the specified limit, and any entries that do not comply with these Official Rules, will be void. Wild's computer shall be the official clock of the Sweepstakes.

To enter via Twitter, you must (a) have a valid, public (i.e., not protected) Twitter account and be a follower of @mnwild and (b) during the Entry Period, submit your entry by responding to the Sweepstakes Tweet posted by the Wild's handle, @mnwild, pursuant to the Twitter Terms of Service and Twitter Rules available at <u>www.twitter.com</u>, while using the hashtag #mnwildfirst. Replies must remain posted through the end of the Entry Period. By successfully Tweeting a reply, as directed, you will receive one (1) entry in the Sweepstakes. Replies removed prior to the end of the Entry Period will be void. If you do not have a Twitter account, visit www.twitter.com and register in accordance with the enrollment instructions for a free Twitter account. The time of receipt of any valid Twitter entry shall be the time such valid entry becomes available to Wild on Twitter.com.

Comments and replies will not be judged, evaluated or otherwise used in any way to determine the winner. All information submitted by entrants in connection with this Sweepstakes is subject to, and will be treated in a manner consistent with Twitter's Terms of Service accessible at: <u>https://twitter.com/tos</u> and Privacy Policy accessible at: <u>https://twitter.com/privacy</u>, as applicable; all information entrants submit in connection with this Sweepstakes and agree to share with and will be treated in a manner consistent with the Wild's Privacy Policy accessible at: <u>https://www.nhl.com/wild/info/privacy-policy</u>.

To enter via Mail, 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 Wild. 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 "#mnwildfirst Sweepstakes" Minnesota Wild, 317 Washington St., St. Paul, Minnesota 55102.

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 Wild (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 each necessary Minnesota Wild 2023-2024 regular season or potential playoff games ("Game"), the Wild, in its sole discretion, will select one (1) winner from all eligible entries received. Odds of being selected depend on the number of eligible entries received by the Wild during the Sweepstakes. The winner select must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. Each potential winner will be notified via a direct message to the potential winner's Twitter account by Wild (the "**Prize Notification**") and will be required to privately (Twitter direct message or other secure means, as applicable) provide his/her name, address, age and other personal information necessary to receive a Prize. In the event that any potential winner does not respond to any such Prize Notification within three (3) days of the issuance of the Prize Notification, or declines a Prize for any reason, a disqualification will result, the Prize will be forfeited and, at Wild's sole discretion and time permitting, an alternate potential winner may be randomly selected from among all remaining eligible entries.

6. PRIZE. Subject to the terms and conditions of these Official Rules, one (1) prize will be awarded to each winner during this Sweepstakes. The prize will consist of and is limited to, one (1) Minnesota Wild player autographed puck. The approximate retail value ("ARV") of the prize is fifty dollars (\$50.00). 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 the Wild or for which the Wild 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 Wild, who reserves 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 the Wild 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 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.

8. GENERAL CONDITIONS. The Wild 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 the Wild's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. In such event, the Wild 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 Wild 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 Wild reserve the right to seek damages and other remedies from any such person to the fullest extent permitted by law. The Wild'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.

**9. RELEASE.** By entering, each entrant forever and irrevocably releases and holds harmless Wild, 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.** The Wild 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 the Wild 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.** Entrants provide personal information on the entry form when they enter this Sweepstakes. The Wild collects this information and uses it to (a) administer this Sweepstakes, (b) for market research and (c) for other marketing purposes. The Wild will not share this information with third parties. If you enter the Sweepstakes you elect to "opt-in" to receiving marketing or promotional communications from the Wild and/or its marketing partners. You may "opt-out" of receiving such marketing or promotional communications by stating on your entry form that you do not desire to receive such communications. Consenting to receive such emails and information (by not "opting-out" or by "opting in") is optional, and is not necessary to enter or win this Sweepstakes, nor will it increase or improve your chances of winning. The information collected is subject to the Privacy Policy of Wild located at <a href="https://www.nhl.com/wild/info/privacy-policy">https://www.nhl.com/wild/info/privacy-policy</a>.

**13. OFFICIAL RULES.** These Official Rules are available by sending a self-addressed postage-stamped envelope to The Minnesota Wild "#mnwildfirst Sweepstakes" Minnesota Wild, 317 Washington St., St. Paul, Minnesota 55102.

**14. WINNER'S LIST.** To request a list of winners, send a self-addressed postage-stamped envelope to "#mnwildfirst Sweepstakes," C/O Minnesota Wild, 317 Washington St, St. Paul, MN 55102. Requests must be received by August 31, 2024.