BMO Flagbearer Sweepstakes Official Rules – 2023-2024 Minnesota Wild Season

NO PURCHASE, PAYMENT OF ANY KIND OR BANKING RELATIONSHIP IS REQUIRED OR NECESSARY TO ENTER OR WIN. A PURCHASE, PAYMENT OR BANKING RELATIONSHIP WILL NOT INCREASE YOUR CHANCE OF WINNING.

<u>Name of Sweepstakes and Sponsors:</u> This sweepstakes is referred to as the "BMO Flagbearer Sweepstakes" (the "Sweepstakes"). The Sweepstakes is sponsored by the Minnesota Wild Hockey Club, LP ("Minnesota Wild") and BMO Harris Bank N.A., 111 W Monroe Chicago, IL 60603 ("BMO Harris Bank," and together with the Minnesota Wild the "Sponsors").

Eligibility: The Sweepstakes is open to residents of the State of Minnesota between the ages of eight (8) and twelve (12) years old. Entrant must be an intermediate level skater or higher, with the ability to carry a flag weighing five (5) lbs. without assistance from others. Employees of Sponsors and their parent companies, affiliates, subsidiaries, divisions, business units, and advertising and promotion agencies (collectively the "Sweepstakes Parties") and members of each employee's immediate family, defined as spouses, (biological, adoptive and step) parents, children, siblings, grandparents, grandchildren, and each of their respective spouses (regardless of where they reside) and those living in the same household of such employees (whether related or not) are not eligible to enter.

Entry Period: The Sweepstakes entry period begins at 12:00 a.m. Central Time on October 10, 2023 and ends at 11:59 p.m. on April 18, 2024 (the "Entry Period).

How to Enter: To enter, complete and submit an entry form online at www.wild.com/bmoflagbearer during the Entry Period. A PARENT OR LEGAL GUARDIAN MUST ENTER THE SWEEPSTAKES ON BEHALF OF HIS OR HER MINOR CHILD (REN); ENTRIES RECEIVED FROM MINORS WILL NOT BE ACCEPTED AND WILL BE DEEMED NULL AND VOID. Limit one (1) entry per eligible individual during the Entry Period.

<u>Drawings:</u> The Sweepstakes is comprised of three (3) drawings (each a "Drawing"). Each Drawing will be held approximately fourteen (14) days prior date of fulfillment. Fulfillment dates are November 4, 2023, November 18, 2023 and March 3, 2024. At each Drawing, one (1) eligible entry will be randomly selected to receive the Prize Package (described below) from among all eligible entries received. Non-winning eligible entries will be automatically entered into the next Drawing. Odds of winning a prize are dependent on the number of eligible entries received. Limit one (1) winner per household.

<u>Prize Package:</u> Each winner will receive the opportunity to participate as Flagbearer at a designated Minnesota Wild home game along with four (4) 100 level or Club level tickets to the game, a Minnesota Wild jersey and an opportunity to skate onto the ice at the game (the "Prize Package"). The approximate retail value of each Prize Package is \$800. Prize Package is non-transferable. The Prize Package may not be substituted for a different prize, nor may it be redeemed for cash, except that Sponsors may, in their sole discretion, award a prize of equal or greater value if the Prize Package or any portion thereof is unavailable for any reason.

Winner Notification: Each winner will be notified by telephone or email of his or her winning entry approximately fourteen (14) calendar days prior to the Minnesota Wild home game at which the winner must redeem the Prize Package. Winners must claim the Prize Package within two (2) calendar days after notification. Winner eligibility is subject to verification. Each adult winner, or a parent or legal guardian if the winner is a minor, will be required by the Sponsors to complete, sign and return an Affidavit of Eligibility and Liability/Publicity Release prior to distribution of the Prize Package. If the Prize Package is not claimed by the winner within the time period specified above, or the Sponsors do not receive the completed Affidavit of Eligibility and Liability/Publicity Release by the time specified by the Sponsors, then the winner will forfeit the Prize Package, which may be awarded by the Sponsors, in their sole discretion, to an alternate winner in a random drawing from the remaining eligible entries.

Entrant and Winner Obligations: By entering the Sweepstakes, adult entrants and the parents or legal guardians of minor entrants agree to abide by and be bound by these Official Rules, and all ticket-holder rules and policies, and the decisions of the Sponsors, which shall be final in all matters relating to the Sweepstakes. Winners are solely

responsible for all applicable federal, state and local taxes and any and all costs and expenses associated with the acceptance and redemption of the Prize Package.

<u>Limitations of Liability:</u> The Sponsors are not responsible for: (a) entries that are lost, late, stolen, damaged, garbled, destroyed or misdirected; (b) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of entries, or for destruction of or unauthorized access to, or alteration of, entries; (c) failed or unavailable hardware, network or, software; (d) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Sweepstakes; (e) any typographical or other error in any printing or advertising related to the Sweepstakes; or (f) cheating or fraud by any entrant.

Sponsors shall not be liable to winner for failure to supply the Prize Package, or any part thereof, by reason of any acts of God; any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid; equipment failure; terrorist acts; air raid; blackout; act of public enemy; earthquake; war (declared or undeclared); fire; flood; epidemic; explosion; unusually severe weather; hurricane; embargo; labor dispute or strike (whether legal or illegal); labor or material shortage; transportation interruption of any kind; work slow-down; civil disturbance; insurrection; riot; or any other cause beyond Sponsors' sole control. Sponsors shall also not be liable to winner for failure to supply the Prize Package, or any part thereof, in the event the Minnesota Wild home game for which the winner receives tickets as part of the Prize Package is cancelled or delayed for any reason.

Release of Liability and Consent: By accepting the Prize Package, the winner, or his or her parent or legal guardian if the winner is a minor, agrees to release, discharge, defend, indemnify and hold the Sponsors and the Sweepstakes Parties, and each of their respective officers, directors, employees, representatives and agents, harmless from and against any claims, damages, losses or liability due to any injuries, damages or losses (including death) to any person or property of any kind resulting in whole or in part, directly or indirectly, from the acceptance, possession, misuse or use of the Prize Package, or any portion thereof, or participation in any Sweepstakes related activities, including any and all costs and attorneys' fees incurred in responding to and/or defending such claims.

By accepting the Prize Package, unless otherwise prohibited by law, the winner, or his or her parent or legal guardian if the winner is a minor, grants the Sponsors and the Sweepstakes Parties, the right, without limitation or further permission or compensation, to use and publish the winner's name and likeness for promotional, advertising, publicity and marketing purposes in any manner in commerce and in any medium now known or hereafter devised throughout the world in perpetuity without limitation and without further notice or approval.

Miscellaneous: The Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited by law. In the event Sponsors are prevented from continuing or completing the Sweepstakes, or the integrity or feasibility of the Sweepstakes is undermined by any event or cause not reasonably within their control, including but not limited to technical, telephonic, hardware, software, network computer, data transmission, incomplete entries, electronic disruption, virus, bugs, tampering, printing or production errors, or other causes beyond their control that disrupt the administration, security or proper play of the Sweepstakes, Sponsors shall have the right, in their sole discretion, to abbreviate, modify, suspend, cancel or terminate the Sweepstakes without further obligation. If Sponsors elect to abbreviate the Sweepstakes, Sponsors reserve the right to randomly select winners for each of the remaining Prize Packages from among all eligible entries received up to the time at which the Sponsors elected to abbreviate the Sweepstakes.

Sponsors reserve the right to disqualify, in their sole discretion, any individual: (a) believed to be tampering with the entry process or the operation of the Sweepstakes; (b) found to be acting in violation of the Official Rules; or (c) found to be undermining the operation of the Sweepstakes.

By entering the Sweepstakes, each entrant, or his or her parent or legal guardian if entrant is a minor, agrees that (a) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses; (b) all causes of action arising out of or connected with the Sweepstakes, or any prize awarded or use of any entry, shall be resolved individually, without resort to any form of class action; and (c) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs.

Governing Law/Jurisdiction: By entering, each entrant, or his or her parent or legal guardian if entrant is a minor, agrees that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of Sponsors in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of State of Illinois without giving effect to any choice of law or conflict of law rules. By entering, each entrant, or his or her parent or legal guardian if entrant is a minor, consents to the jurisdiction and venue of the federal, state and local courts for Chicago, Illinois.

Severability: The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision of these Official Rules is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

Privacy: Sponsors will collect the personal information submitted in connection with the Sweepstakes by entrants or the parents or legal guardians of entrants in the case of minor entrants. Personal information collected by the Minnesota Wild will be subject to its Privacy Policy, which may be viewed at https://www.nhl.com/wild/community/flag-bearer. With respect to personal information collected by BMO Harris Bank, such information may be used by BMO Harris Bank for internal purposes and may be disclosed to and used by the Sweepstakes Parties for administrative, promotional and marketing purposes associated with the Sweepstakes. By entering the Sweepstakes, each entrant, or his or her parent or legal guardian if entrant is a minor, agrees that, subject to applicable law, his or her personal information may be used by BMO Harris Bank and/or the Sweepstakes Parties for administrative, promotional and marketing purposes, including, without limitation, communicating with entrants about the Sweepstakes, identifying products and services for which entrants may be eligible, and offering services to entrants. The personal information of entrants will not be used by BMO Harris Bank for any purpose other than those described above, nor will it be disclosed to any other third parties, unless otherwise required by law.

<u>Winner List:</u> A list of the winners of this Sweepstakes will be available after the Sweepstakes Period through April 11, 2023 by sending a self-addressed postage-stamped envelope to "BMO Flagbearer – Winners List Request," Minnesota Wild, 317 Washington Street, St. Paul, Minnesota 55102.

BMO Harris Bank N.A. Member FDIC

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