

## "Destination Bloomington's 2013 Bloomington's Simply in the Spirit Giveaway"

### Official Rules

#### NO PURCHASE NECESSARY TO ENTER OR WIN.

1. **SWEEPSTAKES DESCRIPTION:** "Bloomington Convention & Visitors Bureau's Simply in the Spirit Giveaway" (the "Sweepstakes") will begin on Tuesday, December 3, 2013 at 12:01 am Central Daylight Time ("CST") and concludes on Tuesday, December 31, 2013 at 11:59 p.m. CST (the "Sweepstakes Period"). The Sweepstakes is sponsored by the Bloomington Convention and Visitors Bureau (the "Sweepstakes Sponsor").
2. **ELIGIBILITY:** The Sweepstakes is open to legal residents of the fifty (50) United States and District of Columbia and to all legal residents of the province of Canada, who are at least the age of majority in their state/province of primary residence as of the first day of the Sweepstakes Period. Notwithstanding the above, the Sweepstakes is not open to individuals associated with the Sweepstakes, including the employees, agents or representatives of the Sweepstakes Sponsor (including its respective divisions, subsidiaries, affiliates and advertising or promotional agencies) and suppliers providing prizes or other materials or services in connection with this Sweepstakes (collectively, the "Excluded Individuals"). This Sweepstakes is also not open to the immediate family members (spouse and parents, siblings and children and their respective spouses, regardless of where they reside) of the Excluded Individuals, and all other persons with whom the Excluded Individuals reside, whether or not related, and any persons who have won a prize in a Sweepstakes sponsored by the Sweepstakes Sponsor within the last year. Facebook, and each of their respective parents, affiliates, subsidiaries and advertising and promotion agencies are not eligible to enter or win.
3. **HOW TO ENTER:** Go to [www.bloomingtonmn.org/page/1/holiday-giveaway.jsp](http://www.bloomingtonmn.org/page/1/holiday-giveaway.jsp) ("Sweepstakes Website") and follow the online instructions to access the entry form.

On the entry form, you will be required to provide the following: first name, last name, email address, zip code, and country. You must be 18 in order to win this sweepstakes.

Only one (1) entry per household per day will be accepted during the Sweepstakes Period. For purposes of these Official Rules, a "day" is defined as any time period during the Sweepstakes Period beginning each day at 12:00 a.m. CST and ending each day at 11:59 p.m. CST. Entries received in excess of the stated limitation will be void. The Sweepstakes Sponsor will not accept entries by phone, mail, email, fax or any other method not specifically permitted herein or if not received during the Sweepstakes Period. This sweepstakes is in no way sponsored, endorsed, administered by, or associated with Facebook. By entering, you understand that you are providing your information to Sponsor(s) and not Facebook.

4. **RANDOM DRAWING:** Following the end of the Sweepstakes Period on January 2, 2014, one (1) potential winner will be randomly selected from among all eligible entries received during the Sweepstakes Period. In order to be declared the winner by the Sweepstakes judges, a potential winner must be in compliance with these Official Rules and, in particular, the following:
  - a. A representative of the Sweepstakes Sponsor must be able to reach the potential winner independently by email informing him/her that he/she is the potential winner subject to meeting all the Official Rules. The potential winner is required to respond to the email notification within a 48 hour period of the sending of the email. The potential winner shall receive an email confirmation that his/her email response was received soon after. If the potential winner is unreachable during this timeframe, such potential winner forfeits his/her prize and another potential winner shall be selected from the remaining eligible entries and the same procedure noted herein shall be followed. Return of e-mail prize notification as undeliverable may result in disqualification and alternate selection/potential winner may be drawn.
  - b. The potential winner and his/her guest must complete, sign and return a standard form Affidavit of Eligibility, Release of Liability and (where permitted by law) a Publicity Release prepared by the Sweepstakes Sponsor within one (3) business days from the date on which the form is sent to the potential winner.
  - c. The Prizes are only available on certain dates provided by the Sweepstakes Sponsor and in the event that the potential winner cannot attend on any or all of the date(s) for any portion of the Prizes, then the potential winner forfeits that portion of the Prize. In the event that the potential winner cannot attend on all of the dates for each part of the Prize, he/she may be disqualified and another potential winner may be randomly selected and the same process shall be followed as noted in these Sweepstakes rules, at the Sweepstakes Sponsor's sole discretion.

If a potential or declared winner is not in compliance with these Official Rules, the Sweepstakes judges reserve the right to disqualify such entrant from the Sweepstakes and randomly select further entrants from the remaining eligible entries until a winner is finally declared. The Sweepstakes Sponsor reserves the right not to award the Prize if he/she is unable to declare a potential winner a declared winner within a reasonable timeframe, which shall be subject to the Sweepstakes Sponsor's sole discretion. Entrants will not be individually contacted, except for the potential winner(s), who will be contacted by email.

5. **ODDS OF WINNING:** Odds of winning a Prize depends on the number of eligible entries received during the Sweepstakes Period.
6. **PRIZE:** There is one (1) eligible winner for the sweepstakes and this consists of the following:
  - \$250 Mall of America VISA Gift Card
  - \$250 Macy's Gift Card
  - Two (2) Night Weekend stay (Thursday thru Sunday night) with Breakfast for Two at the Hilton Minneapolis/Bloomington in Bloomington, MN (certificates expire 12/30/2014. Offer based on space available basis only.) Value \$278 USD
  - Two (2) The Big Ticket 3-Day Attraction Pass. Value \$158 USD
  - Vera Bradley Extra Large Travel Tote Bag. Value \$92 USD
  - Total ARV of prize is approximately \$1,028 USD

**Winner and his/her guest will be responsible for** all costs and expenses associated with prize acceptance and use not specified herein as being provided, including, but not limited to, transportation to airports and within Bloomington, additional meals, gratuities, applicable taxes, incidentals, and all other expenses not specifically mentioned above including, without limitation, room service, airport departure taxes, excess baggage costs, personal items, travel and medical insurance, health insurance, gratuities, in-room movies, and taxis. Any unused portion of the Prize is forfeited. All taxes (including income and withholding taxes), gratuities, and any other expenses connected with the Prize not specifically mentioned above are winner's sole responsibility. Winner and guests must comply with all venue rules and regulations. Failure to do so may result in forfeiture of such prize portion. Prize is awarded "as is" with no warranty or guarantee, either express or implied. All prize details are at Sweepstakes Sponsor's sole discretion. Prize must be accepted as awarded and may not be transferred or substituted or converted to cash, except as may be provided for in these rules.

If you are a declared winner, you will be contacted via email as provided in your entry form. The potential winner will be required to furnish proof of official government photo identification such as a driver's license or passport. The arrangement for prize delivery will be made by the Sweepstakes judges.

7. **PUBLICITY:** By entering the Sweepstakes, you consent to the Sweepstakes Sponsor's and its designees' use of your name, city of residence, photograph, voice, statement and image for any publicity and advertising purposes, in any and all media, now or hereafter devised, worldwide in perpetuity, without additional notification, permission or compensation, except where prohibited by law.

#### **GENERAL**

8. **THE DECISIONS OF THE SWEEPSTAKES SPONSOR AND THE SWEEPSTAKES JUDGES ARE FINAL AND BINDING IN ALL MATTERS.** In the event of a conflict between the rules and any instructions or interpretation of these Official Rules given by an employee of the Sweepstakes Sponsor regarding a Sweepstakes, these Official Rules shall prevail. In the event of any discrepancy or inconsistency between the terms and conditions of the Official Rules and disclosures or other statements contained in any Sweepstakes-related materials, including but not limited to the Sweepstakes entry form, or point of sale, print or online advertising, the terms and conditions of the Official Rules shall prevail, govern and control.
9. By entering this Sweepstakes, entrants agree to be bound by the Official Rules. By participating in the Sweepstakes, each entrant agrees to be bound by the Official Rules, which will be posted at the Sweepstakes Website. The Official Rules may also be requested by sending a self-addressed stamped envelope to the Sweepstakes Sponsor.
10. All entries become the sole property of, and are subject to verification by the Sweepstakes Sponsor and in no case shall be acknowledged or returned to sender.

11. Any attempt to tamper with the entry process, interfere with these Official Rules, deliberately damage any website or undermine the administration, security or legitimate operation of the Sweepstakes, is a violation of criminal and civil laws, and the Sweepstakes Sponsor reserves the right to seek damages and/or other relief (including attorneys' fees) from all persons responsible for such acts to the fullest extent permitted by law, which may include banning or disqualifying entrants from this and future Sweepstakes conducted by Sponsor. In its sole determination, the Sweepstakes Sponsor may disqualify any person who acts in violation of these Official Rules, or acts in any manner to threaten or abuse or harass any person and void all associated entries.
12. Entries generated by script, macro, robotic, programmed, or any other automated means or by any means which subvert the entry process are prohibited and will be disqualified. Any individual who attempts or otherwise encourages, directly or indirectly, the entry of multiple or false contact information under multiple identities, or uses any device or artifice to enter or encourage, directly or indirectly, multiple or false entries, as determined by the Sweepstakes Sponsor, will be disqualified and all associated entries will be void.
13. Normal Internet access and usage charges imposed by your online service will apply.
14. The Sweepstakes Sponsor, and its divisions, subsidiaries, affiliates and advertising or promotional agencies and suppliers providing prizes or other materials or services in connection with this Sweepstakes and all of their respective employees, agents, representatives, officers and directors and Facebook, and each of their respective parents, affiliates, subsidiaries (collectively, "Released Parties") assume no responsibility or liability for: (i) entries that are lost, stolen, late, delayed, damaged, mutilated, garbled, incomplete, inaccurate or misdirected; (ii) any problems or technical malfunctions of any telephone network or lines, unavailable network connection, failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications (regardless of whether caused by the sender or by any of the equipment or programming associated with or utilized in this Sweepstakes), human error in the processing of entries in this Sweepstakes, computer online systems or servers, computer software problems, traffic congestion on the internet or at any website, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prize or in any Sweepstakes-related materials; and (iii) damage to entrant's or any person's computer or for breaches of privacy due to interference by third party computer "hackers", arising as a result of participating in this Sweepstakes. In the event of a dispute as to who submitted an entry, the entry will be declared made by the Authorized Account Holder of the email address submitted at the time of entry and he/she must comply with these Official Sweepstakes Rules and Regulations. "Authorized Account Holder" is defined as the individual to whom an email address is assigned by the organization that is responsible for the domain.
15. The Sweepstakes Sponsor reserves the right, in its sole discretion to cancel or substitute any prize or any component of a prize for its cash value or a prize of approximately the same retail value. Prize is non-transferable, must be accepted as awarded by the Sweepstakes Sponsor and cannot be exchanged by a declared winner for cash or other substitutes. The refusal by the potential winner to accept the prize (or any portion thereof) releases and forever discharges the Sweepstakes Sponsor and its agents of all obligations related to the prize including delivery. Released Parties shall not be liable in the event weather conditions, event cancellations or other reasons beyond its control prevent a prize or part of a prize from being fulfilled.
16. Should any portion of the Sweepstakes, in the opinion of the Sweepstakes Sponsor at its sole discretion, be compromised by virus, software defects, non-authorized human intervention or other causes thus corrupting or impairing administration, security, fairness or proper play of this Sweepstakes, or submission of entries, the Sweepstakes Sponsor may suspend, modify, or terminate the Sweepstakes and, if terminated, randomly select the potential winner from among all valid non-suspect, eligible entries received prior to such action and follow these Official Rules and process noted herein. The Sweepstakes Sponsor and the Releasees are not responsible for any printing/production errors.
17. By entering the Sweepstakes, each entrant releases and holds harmless the Released Parties from any damage, loss or liability, suffered, including personal injury or property damage, as a result of or arising, in whole or in part, directly or indirectly, from the entrant's participation in the Sweepstakes or the acceptance and use of the prize (including any travel or activity related thereto).
18. The Sweepstakes is void where prohibited by law and is subject to all applicable federal, state, and local laws and regulations, in the US, as applicable.

19. 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 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 the terms as if the invalid or illegal provision were not contained herein. In particular, Sweepstakes Sponsor employees or agents are not authorized to waive, modify or amend any provision or provisions of the Official Sweepstakes Rules and Regulations in any manner whatsoever.
20. In the event of any dispute, all parties agree that the judgment and determination of the Sweepstakes Sponsor or its representatives will be final and binding in the awarding of the Prize.
21. The words importing the masculine gender shall include the feminine gender and vice versa in both the singular and the plural.
22. The Sweepstakes Sponsor:

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