Bloomington Convention & Visitors Bureau
Fall Break 2016 Giveaway
Official Rules

OFFICIAL RULES

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

1. **SWEEPSTAKES DESCRIPTION:** Bloomington Convention & Visitors Bureau's FALL BREAK GIVEAWAY (the "Sweepstakes") is sponsored by the Bloomington Convention & Visitors Bureau located at 7900 International Drive, Suite 990, Bloomington, MN 55425, USA (the "Sponsor").

2. **ELIGIBILITY:** The Sweepstakes is open to individual persons who are at least eighteen (18) years old at the time of entry, who are legal residents of the United States or Canada (excluding the Province of Quebec), and who are not otherwise prohibited from participating in the Sweepstakes as provided in these Official Rules (the "Entrants"). The Sweepstakes is subject to all applicable local, state, and federal laws and regulations, and is void outside the United States and Canada and in the Province of Quebec, Canada and where otherwise prohibited or restricted by law. Any employees, officers, directors, or representatives of the Sponsor (including its divisions, subsidiaries, affiliates, and advertising or promotional agencies) or suppliers (including their respective divisions, subsidiaries, affiliates, and advertising or promotional agencies) providing the Prize or other materials or services in connection with the Sweepstakes or any person acting in an official capacity for or on behalf of any governmental entity or organization, branch of any government, government department or agency, or political party (whether local, state, or federal), including, but not limited to, a government-owned or controlled company, and the immediate family members (defined as parents, spouses, children, siblings, grandparents, and their respective spouses) or members of the same household (whether or not related) of any of the foregoing are not eligible to enter the Sweepstakes or win the Prize.

3. **SWEEPSTAKES PERIOD:** The entry period for the Sweepstakes begins at 12:00 p.m. Central Time ("CT") on Monday, October 10, 2016 and ends at 11:59 p.m. CT on Tuesday, October 18, 2016 (the "Sweepstakes Period").

HOW TO ENTER: To enter the Sweepstakes, go to http://cms.bloomingtonmn.org/promo/fall-break-at-mall-of-america-giveaway (the "Sweepstakes Website") and follow the online instructions to access the entry form. A complete entry consists of the following which must be provided on the entry form: first name, last name, email address, country of resident, zip code and answer question.

All entries must be in the English language. Incomplete entries are void. Proof of entry will not be deemed proof of receipt by the Sponsor. Only one (1) entry per person per email address 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. CT and ending each day at 11:59 p.m. CT. Entries received in excess of the stated limitation will be void. The 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.

4. **SELECTION OF WINNER:** On or about October 18, 2016, two (2) potential winners will be randomly selected from among all eligible entries received during the Sweepstakes Period. In order to be declared the winner by the Sponsor, the potential winner must be in compliance with these Official Rules and, in particular, the following:

a. A representative of the Sponsor must be able to reach the potential winner independently by email informing him/her that he/she is the potential winner subject to complying with the Official Rules. The potential winner is required to respond to the email notification within a forty-eight (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 shall be followed as noted in these Official Rules. Return of email prize notification as undeliverable may result in disqualification and an alternate potential winner may be drawn.

b. The potential winner 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 Sponsor within three (3) business days from the date on which the form is sent to the potential winner. If the potential winner is a Canadian resident (excluding the Province of Quebec), he/she must

answer an unaided time-limited arithmetic skill-testing question as an additional condition to receiving the Prize.

c. The winner will be contacted via email as provided in the entry form. The winner will be required to furnish proof of official government photo identification such as a driver's license or passport.

d. The Prize is only redeemable on certain dates provided by the Sponsor, and in the event that the winner cannot attend on any or all of the date(s) for any portion of the Prize or is not permitted to use any or all of the Prize, the winner forfeits that portion of the Prize and any expenses in connection therewith are the sole responsibility of the winner.

If a potential winner is not in compliance with these Official Rules, the Sponsor reserves the right to disqualify such Entrant from the Sweepstakes and randomly select further Entrant(s) from the remaining eligible entries until a winner is finally declared. The Sponsor reserves the right not to award the Prize if the Sponsor is unable to declare a potential winner a winner within a reasonable timeframe, which shall be subject to the Sponsor's sole discretion. All entries become the sole property of, and are subject to verification by, the Sponsor and in no case shall be acknowledged or returned to the Entrant except for the potential winner, who will be contacted by email.

5. **ODDS OF WINNING:** Odds of winning the Prize depend on the number of eligible entries received during the Sweepstakes Period.

6. **PRIZE:** In the Sweepstakes, two (2) prizes consisting of the following will be awarded:

Prize:

- Two (2) *The Big Ticket*™ Adventure Passes – a 3-day bundled pass to six attractions including Nickelodeon Universe®, SEA LIFE® Minnesota Aquarium, Water Park of America, Science Museum of Minnesota®, Minnesota Zoo, and IMAX® Theatre at the Minnesota Zoo.
    - Passes expire November 1, 2017.
    - Once tickets are scanned at the first attraction, you are allowed to visit each attraction one time within three days (note three days does not necessarily mean 72 hours).

  Approximate Value: $178 USD
- $100 Hard Rock Gift Card

Total prize $278 USD

7. **COSTS AND EXPENSES; DOCUMENTATION:** Winner and his/her guest will be responsible for all (a) costs and expenses associated with Prize acceptance and use not specified herein as being provided by the Sponsor, including, but not limited to, transportation to the Mall of America in Bloomington, Minnesota USA and within the State of Minnesota USA, obtaining any necessary travel documentation, additional meals, gratuities, incidentals, room service, airport departure taxes, excess baggage costs, personal items, travel and medical insurance, in-room purchases, taxis, any and all taxes (including income and withholding taxes), and any other costs and expenses connected with the Prize not specifically mentioned above; (b) providing any tax statements to the Sponsor in connection with the Prize, including, but not limited to, an IRS W-9 form (for U.S. resident winners) or IRS W8-BEN form (for non-U.S. resident winners); and (c) providing valid travel documentation, including, but not limited to, passports, visas, governmental authorizations, and identification documents as required, and winner acknowledges and agrees that neither Sponsor nor its suppliers of the Prize will rebook or revise any reservations for the winner (or his/her guest) who do not possess the required travel documents. IMPORTANT NOTICE REGARDING NEW PASSPORT REQUIREMENTS FOR INTERNATIONAL TRAVEL: As of January 23, 2007, all international travelers must present a government-issued passport for U.S. Customs re-entry after air, land, or sea travel; for more information, please visit the U.S. State Department's consular website, www.travel.state.gov., and the U.S. Department of Homeland Security's website, www.dhs.gov. Any unused portion of the Prize is forfeited and not redeemable for cash value. Winner and guest must comply with all venue rules and regulations. Failure to do so may result in forfeiture of all or part of the Prize. Prize is awarded "as is" with no warranty or guarantee, either express or implied. All Prize details are at Sponsor's sole discretion. Prize must be accepted as awarded and may not be transferred or substituted or converted to cash, except the Sponsor reserves the right, in its sole discretion, to cancel or substitute any portion or all of the Prize for its ARV or a prize of approximately the same ARV.

8. **PUBLICITY; PERSONAL INFORMATION:** By entering the Sweepstakes, each Entrant irrevocably consents to the Sponsor's and its designees' use of such Entrant's name, city of residence, country 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 applicable law. Each Entrant hereby waives any and all rights of publicity and rights of privacy associated with Sponsor's and its designees' use of the foregoing information in the foregoing manner, to the extent permitted by applicable law.

The Entrants provide personal information on the entry forms. The Sponsor collects and uses this information (a) to administer the Sweepstakes; (b) for market research and other marketing purposes; and (c) to fulfill the Entrant's requests for the Sponsor's or its Prize suppliers' products, programs, and services, to respond to the Entrant's inquiries about such offerings, to offer the Entrant other products, programs, or services that the Sponsor or its Prize suppliers believe may be of interest to the Entrant, to enforce the legal terms that govern the use of the Sweepstakes Website, and/or for the purposes for which the Entrant provides the personal information. The Sponsor may share this personal information with third parties who need access to this information to perform services on the Sponsor's behalf. You have the right of opposition to the data collection. To exercise such right, write to the Sponsor at 7900 International Drive, Suite 990, Bloomington, MN 55425 USA.

9. **GENERAL:**

a. In the event of a conflict between these Official Rules and any instructions or interpretation of these Official Rules given by an employee of the Sponsor, these Official Rules shall govern and control. In the event of a conflict between these Official Rules and disclosures or other statements contained in any Sweepstakes-related materials, including, but not limited to, the Sweepstakes entry form, Sweepstakes Website, or print or online advertising, these Official Rules shall govern and control. By entering this Sweepstakes, the Entrants agree to be bound by and accept these Official Rules and the decisions of the Sponsor (including, but not limited to, decisions regarding eligibility of entries, the selection of the winner, and the awarding of the Prize), which are final and binding in all respects. The Sponsor may amend these Official Rules at any time without notice to or the consent of the Entrants. The Sponsor reserves the right, in its sole discretion, to terminate, modify, or suspend the Sweepstakes if, in the Sponsor's 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 Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes. In such event, the Sponsor reserves the right in its sole discretion to award the Prize at random from among eligible, non-suspect entries received up to the time of suspected impairment.

b. Normal Internet access and usage charges imposed by accessing the Sweepstakes Website will apply. The Sponsor and its suppliers providing the Prize or other materials or services in connection with this Sweepstakes, and their respective parents, divisions, subsidiaries, affiliates, and advertising or promotional agencies and all of their respective employees, agents, representatives, officers, and directors (collectively, "Released Parties") assume no responsibility or liability for: (1) entries that are lost, stolen, late, delayed, damaged, mutilated, garbled, incomplete, inaccurate, or misdirected; (2) any problems or technical malfunctions of any network, 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, but not limited to, the Sweepstakes Website, 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 (3) damage to the 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 Rules. "Authorized Account Holder" is defined as the individual to whom an email address is assigned by the organization that is responsible for the domain. Should any portion of the Sweepstakes, in Sponsor's 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 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 procedures noted herein.

c. The Released Parties are not responsible for any problem with a Sweepstakes entry generated by computer hardware or software malfunction, error, or failure or any printing/production errors. The Released Parties shall not be liable in the event weather conditions, event cancellations, or other reasons beyond its control prevent all or part of the Prize from being fulfilled or used. 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).

d. ANY ATTEMPT TO TAMPER WITH THE ENTRY PROCESS, INTERFERE WITH THE SWEEPSTAKES, DELIBERATELY DAMAGE ANY WEBSITE, INCLUDING, BUT NOT LIMITED TO, THE SWEEPSTAKES WEBSITE, OR UNDERMINE THE ADMINISTRATION, SECURITY, OR LEGITIMATE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND THE 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 THE SPONSOR. The Sponsor reserves the right in its sole discretion to disqualify any Entrant, and remove such Entrant's entry from the Sweepstakes, who tampers with the entry process or the operation of the Sweepstakes, or causes another to do so, or who acts in violation of these Official Rules or any applicable law or regulation.

e. 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. Each Entrant agrees that the Sweepstakes shall be governed by the laws of the State of Minnesota, USA and: (1) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Hennepin County, Minnesota, USA; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees, except as provided in Section 10.d.; (3) no punitive, incidental, special, consequential, or other damages, including, but not limited to, lost profits may be awarded (collectively, "Special Damages"); and (4) each Entrant hereby waives all rights to claim Special Damages. Under no circumstances shall the Released Parties' aggregate liability to any Entrant of the Sweepstakes exceed One Dollar (US $1.00).

10. **OFFICIAL RULES; WINNER'S LIST:** The Official Rules are available on the Sweepstakes Website and may also be requested by sending a self-addressed stamped envelope to the Sponsor at the address below by December 31, 2016. To request the name of the winner, send a self-addressed stamped envelope by December 31, 2016 to:

Bloomington Convention & Visitors Bureau
7900 International Drive, Suite 990
Bloomington, MN 55425