

Bloomington Convention & Visitors Bureau
#BloomingtonWinter Contest

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. **CONTEST DESCRIPTION:** Bloomington Convention & Visitors Bureau's #BLOOMINGTONWINTER CONTEST (the "Contest") is sponsored by the Bloomington Convention & Visitors Bureau located at 2131 Lindau Lane, Suite 420, Bloomington, MN 55425, USA (the "Sponsor"). This contest is in no way sponsored, endorsed or administered by, or associated with Instagram.
2. **ELIGIBILITY:** The Contest 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 and who are not otherwise prohibited from participating in the Contest as provided in these Official Rules (the "Entrants"). The Contest is subject to all applicable local, state, and federal laws and regulations, and is void outside the United States 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 Contest 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 Contest or win the Prize.
3. **CONTEST PERIOD:** The entry period for the Contest begins at 12:01 p.m. Central Standard Time ("CST") on Thursday, January 5, 2023 and ends at 11:59 p.m. CST on Thursday, March 2, 2023 (the "Contest Period").

HOW TO ENTER: To enter the Contest, there are two options:

Option 1: Post a photo on Instagram of your favorite spring activity in Minnesota with #BloomingtonWinter and follow our account on <https://www.instagram.com/bloomingtonmn/> (the "Bloomington CVB's Instagram account").

Option 2: Upload your image to our collector link found on <https://www.bloomingtonmn.org/promo/bloomington-social-contest> and follow the prompts.

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 image post per day will be accepted during the Contest Period. For purposes of these Official Rules, a "day" is defined as any time period during the Contest 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 Contest Period.

4. **SELECTION OF PRIZE WINNER(S):** On or about March 3, 2023, one (1) potential prize winner will be selected from among all eligible entries received during the Contest Period. In order to be declared a 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 direct message (DM) 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 DM notification within a forty-eight (48) hour period of the sending of the DM. The potential winner shall receive an DM confirmation that his/her DM 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 DM prize notification as undeliverable may result in

- b. The winner will be contacted via direct message as provided with their post entry. The winner will be required to furnish proof of official government photo identification such as a driver's license or passport.

If a potential winner is not in compliance with these Official Rules, the Sponsor reserves the right to disqualify such Entrant from the Contest 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 DM.

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

6. **PRIZE:** In the Contest, one (1) grand prize consisting of the following will be awarded:

Grand Prize:

- \$200 Mall of America gift card, only valid at participating stores, restaurants and attractions located in Mall of America.

Total prize approximate value: \$200 USD

7. 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 Contest, 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 Contest; (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 Contest 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 2131 Lindau Lane, Suite 420, 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 Contest-related materials, including, but not limited to, the Contest entry form, Contest Website, or print or online advertising, these Official Rules shall govern and control. By entering this Contest, 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 Contest if, in the Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, 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 Contest. 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 Contest Website will apply. The Sponsor and its suppliers providing the Prize or other materials or services in connection with this Contest, 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 Contest), human error in the processing of entries in this Contest, 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 Contest including, but not limited to, the Contest Website, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the Prize, or in any Contest-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 Contest. 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 Contest, 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 Contest, or submission of entries, the Sponsor may suspend, modify, or terminate the Contest 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 Contest 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 Contest, 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 Contest 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 CONTEST, DELIBERATELY DAMAGE ANY WEBSITE, INCLUDING, BUT NOT LIMITED TO, THE CONTEST WEBSITE, OR UNDERMINE THE ADMINISTRATION, SECURITY, OR LEGITIMATE OPERATION OF THE CONTEST, 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 CONTEST 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 Contest, who tampers with the entry process or the operation of the Contest, 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 Contest 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 Contest 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 Contest exceed One Dollar (US \$1.00).

10. **OFFICIAL RULES; WINNER'S LIST:** The Official Rules are available on the Contest Website and may also be requested by sending a self-addressed stamped envelope to the Sponsor at the address below by December 31, 2023. To request the name of the winner, send a self-addressed stamped envelope by December 31, 2023 to:

*Bloomington Convention & Visitors Bureau
2131 Lindau Lane, Suite 420
Bloomington, MN 55425*