

**Iowa Wild Baby Derby Presented by Dairy Queen  
Official Rules**

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

**1. ELIGIBILITY.** "Iowa Wild Baby Derby Presented by Dairy Queen Contest" (the "Contest") 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 that have a baby between the ages of nine (9) to twelve (12) months of age as of the January 21<sup>st</sup>, 2019. The Contest is void outside the United States; and where prohibited or restricted by law. Employees, officers and directors of the Iowa Wild Hockey Club, LLC ("Wild"), Optimedia International U.S., Inc. on behalf of Dairy Queen ("Sponsor") and their respective parents, subsidiaries, affiliates, 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.

**2. TIMING.** The Contest entry period begins at 4:00 p.m. Central Time ("CT") on November 15<sup>th</sup>, 2018 and ends 5:00 p.m. CT on January 14<sup>th</sup>, 2019 (the "Entry Period"). **Wild's computer is the official timekeeping device for the Contest.**

**3. HOW TO ENTER; SUBMISSIONS.**

a. **HOW TO ENTER:** There are two ways to enter this Contest. (1) Go to the Wild's website at [www.iowawild.com](http://www.iowawild.com) and follow directions to the entry form. Completely fill out the entry form and submit it in accordance with the instructions. (2) Go to participating Dairy Queen locations and complete an entry form. Completely fill out the entry form and submit it in accordance with the instructions. All entries must be received by Sponsor or Wild during the Entry Period. In the event of a dispute as to the identity of an entrant, the authorized signature of the entrant used to enter will be deemed to be the entrant. Potential winners may be required to show proof of being the authorized entrant. All entries will be deemed to have been made by the authorized entrant of the submitted entry.

b. **NUMBER OF ENTRIES ALLOWED:** One entry per person.

c. **SUBMISSIONS:** Failure to submit all required information and submissions 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 Sponsors and the entrant disqualified.

**4. AGREEMENT TO OFFICIAL RULES AND DECISIONS.** By participating in the Contest, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsors and 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 ENTRY; ODDS; NOTIFICATION.** On January 14<sup>th</sup>, 2019, the Wild, in its sole discretion, will select six (6) entries from among all eligible entries received. Odds of being selected depend on the number of eligible entries received by the Wild during the Contest. The entrant selected must comply with all terms and conditions of these Official Rules and is contingent upon fulfilling all requirements. The entrant will be notified by phone and will be required to execute a Liability and Publicity Release as per the entry requirements. If the entrant cannot be contacted within a reasonable amount of time from the first attempt to contact them then that entrant may be disqualified and an alternate entrant will be selected by the Wild from all eligible non-selected entries received by the Wild during the Contest. Once entrants are selected, each selected entrant will have the opportunity for their baby to participate in the Contest to take place at the February 17, 2018 Wild home game, where the child shall crawl down a padded mat to a parent/guardian.

**6. PRIZE.** Subject to the terms and conditions of these Official Rules, ten (10) prizes will be awarded during this Contest. The prizes consist of and are limited to: (1) 1<sup>st</sup> Place – a twenty-five dollar (\$25) gift card to Dairy Queen and a Onesie. 2<sup>nd</sup> Place thru 9<sup>th</sup> Place – a ten dollar (\$10) gift card to Dairy Queen and a Onesie. Prizes are awarded “AS IS” with no warranty, representation, or guarantee, express or implied, in fact or in law, made by Sponsor or for which Sponsor 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 Sponsor, 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 Sponsor in its sole discretion. Winners are 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 on the prizes.

**7. PUBLICITY.** Except where prohibited by law, participation in the Contest constitutes winner’s consent to Sponsor’s and Wild’s (and their respective designees’, successors’ and assigns’) use of winner’s name, biography, likeness, voice, photographs, video, statements, hometown and state 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.** Sponsor and Wild reserve the right, in their sole discretion, to terminate, modify or suspend the Contest if, in their opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if viruses, fraud, technical difficulties or any other factor beyond their reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest. Sponsor and Wild reserve the right in their sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest 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 Contest is a violation of criminal and civil laws, and, should such an attempt be made, Sponsor and Wild reserve the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor’s and 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 Sponsor and Wild, their respective parents, subsidiaries, affiliates, advertising and promotion agencies, Contest partners and prize suppliers, and their respective employees, officers, directors and shareholders 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 Contest and/or entrant’s award, receipt or use of any prize awarded in the Contest.

**10. LIMITATIONS OF LIABILITY.** Sponsor and Wild are not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, altered, incomplete, misdirected 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 Contest; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Contest 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 Contest, or from viewing, playing or downloading any material from Sponsors’ or Wild’s website(s), regardless of whether the material was prepared by Sponsor, Wild or a third party, and regardless of whether the material is connected to Sponsors’ or 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 Contest, 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 Contest 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 Sponsor in connection with the Contest 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. OFFICIAL RULES; WINNERS LIST.** These Official Rules and a copy of the Winners List are available by sending a self-addressed postage-stamped envelope to "Baby Derby" Iowa Wild, 730 Third Street, Des Moines, Iowa 50309. A request for a Winners List must be received by July 1, 2019.

**13. SPONSOR.** The sponsor of the Contest and the address at which the Sponsor may be contacted is Optimedia International U.S., Inc., 375 Hudson Street, 7<sup>th</sup> Floor, New York, NY 10014.