## The Iowa Wild "Learn To Play" Official Rules

## NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.

1. ELIGIBILITY. The Iowa Wild "Learn To Play" Sweepstakes (the "Sweepstakes") is only open to entrants who, as of the entry date, are permanent legal residents within a 40 mile radius of the City of Des Moines, Iowa ("Territory") who are between four (4) and twelve (12) years of age with permission from a legal guardian, who are NOT currently nor have EVER been registered or affiliated with Des Moines Youth Hockey or USA Hockey. The Sweepstakes is void outside of the Territory listed herein and where prohibited or restricted by law. Employees, officers and directors of the Iowa Wild Hockey Club, LP ("Wild"), and their respective parents, subsidiaries, affiliates, divisions, 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. The Sweepstakes, and any website pages and advertisements relating thereto, is intended for viewing only within the eligible Sweepstakes territory, and entrants must be present in the eligible Sweepstakes territory at the time they enter.

2. TIMING. The Sweepstakes entry period begins at 9:00am Central Time ("CT") on June 1, 2018 and ends at 6:00pm CT on August 1, 2018 (the "Entry Period"). Wild's computer is the official timekeeping device for the Sweepstakes.

## 3. HOW TO ENTER AND COMPLIANCE WITH OFFICIAL RULES

- a. HOW TO ENTER: There are two (2) ways to enter this Sweepstakes:
  - (1) During the Entry Period, go to <u>www.iowawild.com</u> and follow the instructions for entry. All entries must be received by the Wild during the Entry Period. Potential winners may be required to show proof of being the authorized entrant.
  - (2) In person at the Iowa Wild offices located at 730 Third Street, Des Moines, IA 50309.
- b. COMPLIANCE WITH OFFICIAL RULES: Failure to submit all required information 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 the Wild and the entrant disqualified.

**4. AGREEMENT TO OFFICIAL RULES AND DECISIONS.** By participating in the Sweepstakes, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of the 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 WINNING ENTRY; ODDS; NOTIFICATION.** On or about **August 1, 2018** the Wild, in its sole discretion, will select no more than seventy-five (75) winners from among all eligible entries received. Odds of being selected depend on the number of eligible entries received by the Wild during the Sweepstakes. The winner selected must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. The winner will be notified by phone and will be required to execute a Liability and Publicity Release. If the winner cannot be contacted within five (5) days of the first attempt to contact them then that winner may be disqualified and an alternate winner

will be selected by the Wild from all eligible non-winning entries received by the Wild during the Sweepstakes.

**PRIZE.** Subject to the terms and conditions of these Official Rules, one (1) prize will be awarded 6. to no more than seventy-five (75) winners for a total to not exceed seventy-five (75) prizes during this Sweepstakes. Each prize will consist of and is limited to, one (1) full equipment package (necessary equipment determined at the sole discretion of Wild) and six (6) Learn To Play sessions per winner. If winner cannot attend session for any reason, then the session is forfeited. The approximate retail value ("ARV") of the prize is \$650. Prize must be accepted as awarded, and prize is awarded "AS IS" with no warranty, representation, or guarantee, express or implied, in fact or in law, made by the Wild or for which the Wild 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 the Wild, 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 the Wild in its sole discretion. Winner is 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 associated with the prize and any travel required to collect the prize. If applicable, prize winner will be issued an IRS Form 1099 for the retail value of the prize. LIMIT: One (1) prize per person or address (physical or email) in this Sweepstakes.

**7. PUBLICITY.** Except where prohibited by law, participation in the Sweepstakes constitutes entrant's consent to the Wild's (and their respective designees', successors' and assigns') use of entrant's name, biography, likeness, voice, photographs, video, opinions, statements, hometown, state and country for promotional purposes in any manner or media (including, without limitation, online), worldwide, in perpetuity, and without further payment, consideration, notice, review or consent.

GENERAL CONDITIONS. The Wild reserve the right, in their sole discretion, to terminate, modify 8. or suspend the Sweepstakes if, in their 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 Wild's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. In such event, the Wild reserve the right (but do not have the obligation) in their sole discretion to award a prize at random from among eligible, non-suspect entries received up to the time of suspected impairment. The Wild reserve the right in their sole discretion to disqualify any individual they find to be tampering with the entry process or the operation of the Sweepstakes 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 Sweepstakes is a violation of criminal and civil laws, and, should such an attempt be made, the Wild reserve the right to seek damages and other remedies from any such person to the fullest extent permitted by law. The 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 the Wild, their respective parents, subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, affiliates, Sweepstakes partners and prize suppliers, and all of their respective employees, officers, directors, shareholders and agents 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 Sweepstakes and/or entrant's award, receipt or use of any prize awarded in the Sweepstakes.

**10. LIMITATIONS OF LIABILITY.** The Wild are not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, misdirected or postage due entries 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 Sweepstakes; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Sweepstakes 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 Sweepstakes, or from viewing, playing or downloading any material from the Wild's website(s), regardless of whether the material was prepared by the Wild or a third party, and regardless of whether the material is connected to the Wild's respective websites by a hypertext link.

**11. DATA COLLECTION.** Entrants provide personal information on the entry form when they enter this Sweepstakes. The Wild collects this information and uses it to (a) administer this Sweepstakes, (b) for market research and (c) for other marketing purposes. The Wild will not share this information with third parties. If you enter the Sweepstakes you elect to "opt-in" to receiving marketing or promotional communications from the Wild and/or its marketing partners. You may "opt-out" of receiving such marketing or promotional communications by stating on your entry form that you do not desire to receive such communications. Consenting to receive such emails and information (by not "opting-out" or by "opting in") is optional, and is not necessary to enter or win this Sweepstakes, nor will it increase or improve your chances of winning.

12. **DISPUTES.** Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, 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 Des Moines, Iowa; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of Iowa 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 Sweepstakes 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 outof-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 the Wild in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Iowa, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Iowa, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of lowa.

**13. OFFICIAL RULES.** These Official Rules are available by sending a self-addressed postage-stamped envelope to **lowa Wild Learn To Play Sweepstakes**, Iowa Wild, 730 Third Street, Des Moines, Iowa 50309.

**14. WINNERS LIST.** The Winners List will be available on October 1, 2018 by sending a selfaddressed postage-stamped envelope to **Iowa Wild Learn To Play Sweepstakes**, Iowa Wild, 730 Third Street, Des Moines, Iowa 50309.