

# Minnesota Dream Vacation Sweepstakes Rules

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

## 1. GENERAL

The Explore Minnesota Tourism "Minnesota Dream Vacation Sweepstakes" is a sweepstakes where one (1) eligible entrant will win a **"Dream State Vacation Package"** and four (4) eligible entrants will win a **"Decorative Paddle Package"** as described in Section 6 below. When entering the Sweepstakes, an eligible entrant will have the opportunity to enter as described in Section 4 below.

## 2. ELIGIBILITY

The Sweepstakes is only open to entrants who, as of the entry date, are permanent legal residents of the United States (the "Sweepstakes Territory") physically residing in the contiguous United States, including the District of Columbia, (i.e., excluding the States of Alaska and Hawaii) and where void (excluding the State of New York), and are at least eighteen (18) years old. Employees, officers, and directors of the Sponsor (each defined in Section 19 below), its respective parents, subsidiaries, members, affiliates, advertising, public relations and promotion agencies, and the immediate families (defined as parents, spouses, children, siblings, grandparents, and its 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, are intended for viewing only within the Sweepstakes Territory.

## 3. TIMING

The Sweepstakes "Entry Period" begins at 8:00 a.m. Central Daylight Time ("CDT") on June 25, 2022 and ends at 11:59 p.m. CDT on July 3, 2022 (the "Entry Period"). Sponsor's computer is the official timekeeping device for the Sweepstakes.

## 4. HOW TO ENTER

### A. HOW TO ENTER

During the Entry Period, eligible entrants must complete the online entry form on a tablet provided at an experiential marketing event taking place in Chicago, IL and St Louis, MO and submit it in accordance with the on-screen instructions or directly on the webpage [www.exploreminnesota.com/dreamstate-register](http://www.exploreminnesota.com/dreamstate-register). Entrants using the online entry form will have the opportunity to submit one (1) entry per person. All entries must be received by the Sponsor during the Entry Period as set forth in Section 3.

In the event of a dispute as to the identity of an online entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant. Provisional winners may be required to show proof of being the authorized account holder. The "authorized account holder"

is the natural person assigned to an email address by an Internet service provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. All entries will be deemed to have been made by the authorized account holder of the submitted email address. Submitting mass entries or entries generated by a script, macro, robotic, programmed, third party or use of automated devices is prohibited and will result in disqualification.

## **B. ENTRIES - GENERALLY**

LIMIT: One (1) entry per person. Entries in excess of the one entry allowed will be voided. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of online submission will not be deemed to be proof of receipt of entry by Sponsor. See Section 13 below ("Data Collection; Promotional Materials") regarding data collected in connection with an entrant's entry and an entrant's ability to opt-out of/opt-in to receiving marketing and promotional materials. All entrants and entries subject to verification prior to the awarding of a prize, as are the eligibility, age and other claims of/information provided by a provisional prize winner. Sponsor reserves the right to conduct a background check on any or all entrants, and Sponsor reserves the right to disqualify any individual based on such background check if Sponsor determines in its sole discretion that awarding a prize to any such individual might reflect negatively on Sponsor or any of its Sweepstakes suppliers or Partners. Entrants will cooperate with Sponsor and its representatives in connection with all verification and background check activities.

## **5. 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 Sponsor or its designee (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.

## **6. DRAWING; ODDS; NOTIFICATION**

### **A. PRIZES**

Subject to the terms and conditions of these Official Rules, the Sponsor will conduct one drawing limited to the five (5) total prizes, specified in Section 6.C. The total approximate retail value ("ARV") of all prizes to be awarded in this Sweepstakes is \$4,760.

### **B. DRAWING**

All eligible entries in this Sweepstakes received by Sponsor between the Start and End dates specified in Section 3, shall constitute the pool of entries for each drawing. All eligible entries received during the entirety of the Sweepstakes, shall constitute the pool of entries for the prizes.

The Sponsor will randomly select by computer software one (1) Dream State Vacation Package winner and four (4) Decorative Paddle Package winners on or about July 7<sup>th</sup>, 2022.

The prizes will be awarded within 30 days. If the provisional winner declines or is ineligible, the prizes may be offered to an eligible alternate. If the eligible alternate is ineligible, a second eligible alternate will be offered the prize and so on. A maximum of three alternates will be

contacted. If the three alternates fail to respond, declines or is ineligible, the prize will not be awarded.

### **C. PRIZE DETAILS**

#### **Dream State Vacation Package**

The “Dream State Vacation Package” includes a \$1,500 flight voucher from Delta Airlines, a 5-night stay in a standard room for up to 4 people at Radisson Blue Mall of America (expires May 2023), two \$100 Mall of America gift cards, and travel literature from Explore Minnesota. The total retail value of this prize package is \$2,600.

#### **Four (4) Decorative Paddle Packages**

There are 4 total packages. Two paddle packages will be for entries collected during June 25-26, 2022 (St. Louis event) and two paddle packages will be for entries collected during July 2-3, 2022 (Chicago event). Each “Decorative Paddle Package” will include two (2) decoratively painted Sanborn Canoe Paddles and travel literature from Explore Minnesota. The total retail value of one decorative paddle package is valued at \$540.

### **ODDS; NOTIFICATION**

Odds of winning a prize depend on the number of eligible entries received by Sponsor in this Sweepstakes and the odds of winner receiving a specific prize depends on the order each winner is selected. Each entrant selected as a provisional winner must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. The winners will be notified by email. Winners of prizes with an ARV of \$600 or greater will be required to execute and return a completed W-9 form and a completed and notarized Affidavit of Eligibility and except where prohibited by law, a Liability and Publicity Release (an "Affidavit/Release") in the form(s) provided by Sponsor in order to claim his/her prize. The required documents must be returned to Sponsor by the date and/or time specified in the Sponsor's e-mail.

## **7. ALL PRIZES**

### **A. PRIZE INFORMATION**

The prizes may vary from prize pictures and/or advertising used to promote the Sweepstakes. Any depiction of prize is for illustrative purposes only. The prizes are subject to the restrictions and conditions set forth herein. Transportation to and from the destination is not included. The prizes consist of and are limited to the elements stated in the prize description. Each prize redemption is subject to capacity controls, availability, weather conditions. Restrictions, reservations and black-out period/s may apply. Some prizes may be seasonal and subject to weather conditions—no substitution or refund will be made if the prize cannot be used due to weather conditions or before the expiration date provided above in the Prize Details. Lost or stolen prizes or certificates will not be replaced.

### **B. PRIZE - GENERALLY**

Prize must be accepted as awarded, and prizes are awarded "AS IS" with no warranty, representation, or guarantee, express or implied, in fact or in law, made by Sponsor or Partner or for which Sponsor or Partner may be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A

PARTICULAR PURPOSE. PRIZES ARE NOT TRANSFERABLE AND MAY NOT BE SOLD. 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 if a prize (or component thereof) is not available for any reason as determined by Sponsor in its sole discretion. Winner is solely and fully responsible for any and all costs, fees, taxes, assessments and expenses associated with prize award, receipt and use not expressly specified herein as part of a prize, including, without limitation, transportation costs, lodging/additional lodging, meals, gratuities, insurance, surcharges and other costs and expenses incurred by the winner and winner's guests in accepting and using the prize, including, without limitation, all international, federal, state and local taxes on the prize. A prize winner will be issued an IRS Form 1099 for a prize with an ARV of \$600 or more. Entrants waive the right to assert as a cost of winning prize all costs of verification and redemption or travel to redeem or claim any prize in this Sweepstakes. Gift cards, coupons and admission tickets are subject to the terms, conditions, limitations and restrictions thereof, and will not be replaced if lost, stolen or destroyed. All lodging must occur on consecutive nights. If required by Sponsor, each of the winner's guests must execute and deliver to Sponsor a Liability Release and a Publicity Release in the documents provided by Sponsor as a condition to use of any component of the prize; if the guest is a minor in his/her state of residency, the minor's parent or legal guardian must verify and confirm his or her agreement to the Liability Release and Publicity Release in the documents provided by Sponsor on the parent's or legal guardian's behalf and on the minor's behalf in order to attend and participate. Unused portions of a prize shall be forfeited and have no redeemable cash value.

## **8. PUBLICITY**

Except where prohibited by law, participation in the Sweepstakes constitutes winner's consent to Sponsor's (and its designees', successors' and assigns') use of winner'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.

## **9. GENERAL CONDITIONS**

Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Sweepstakes if, in 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 Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. In such event, Sponsor reserves the right (but does not have the obligation) in its sole discretion to award any or all of the prizes at random from among eligible, non-suspect entries received up to the time of suspected impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds 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 the Sweepstakes is a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor'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.

## **10. RELEASE**

By entering, each entrant forever and irrevocably releases and holds harmless Sponsor, parents, subsidiaries, divisions and affiliates, and respective agents, advertising and promotion agencies, affiliates, Sweepstakes suppliers and all of their respective employees, officers, directors, managers, members, owners 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 receipt or use of any prize awarded in the Sweepstakes.

## **11. LIMITATIONS OF LIABILITY**

Sponsor is not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, misdirected 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 telephone, mail, 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 Sponsor's website, regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to Sponsor's website by a hypertext link. The Sponsor reserves the right to cancel, suspend or modify the sweepstakes, if necessary, due to any technical problems, hacking, security breaches or other tampering.

## **12. DISPUTES**

Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with the 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 Ramsey County, 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 the 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 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 Sweepstakes 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.

### **13. DATA COLLECTION; PROMOTIONAL MATERIALS**

Entrants provide personal information on the entry form when they enter this Sweepstakes. Sponsor collects this information and uses it to (a) administer this Sweepstakes and (b) for market research and for other marketing purposes. Sponsor may share this information with third parties who need access to this information to perform services on Sponsor's behalf. Sponsor may also share this information with Partners and with select third-party marketing partners who may use it to contact you with information and offers they believe will be of interest to you. When you enter the Sweepstakes at Sponsor's website, you will be given an opportunity to "opt-out" of (by un-checking applicable boxes) or "opt-in" to (by checking applicable boxes) receiving marketing or promotional communications from Sponsor, Partners and/or third-party marketing partners on the online entry form. 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. For more information about the ways Sponsor uses and shares personal information collected through its website, please see the Privacy Policy of Sponsor located at <http://www.exploreminnesota.com/privacycopyright/>

### **14. NAME REMOVAL NOTIFICATION SYSTEM**

To have your name and address removed from Sponsor's sweepstakes email list, please complete the subscriber preferences at <https://public.govdelivery.com/accounts/MNEXPLORE/subscriber/new> (opens in new window)

### **15. OFFICIAL RULES**

These Official Rules are available online at [www.exploreminnesota.com/dreamstatepopup](http://www.exploreminnesota.com/dreamstatepopup) or by sending a self-addressed postage-stamped envelope to Explore Minnesota, "Dream Vacation Sweepstakes" - Rules Request", c/o Explore Minnesota Tourism, 121 East Seventh Place, Suite 360, Saint Paul, Minnesota 55101-2144.

### **16. WINNER'S LIST**

To request a list of winners, send a self-addressed postage-stamped envelope to Explore Minnesota, "Dream Vacation Sweepstakes" - Winners' List Request, c/o Explore Minnesota Tourism, 121 East Seventh Place, Suite 360, Saint Paul, Minnesota 55101-2144. Requests must be received prior to September 30, 2022.

### **17. SPONSOR**

The sponsor of the Sweepstakes and the address at which the Sponsor may be contacted is: Explore Minnesota Tourism, 121 East Seventh Place, Suite 360, Saint Paul, Minnesota 55101-2144.