

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.

OPEN ONLY TO THOSE ENTRANTS WHO ARE AT LEAST 18 YEARS OLD AT THE TIME OF ENTRY AND LEGAL RESIDENTS OF THE CONTIGUOUS 48 U.S. STATES AND THE DISTRICT OF COLUMBIA/D.C. (EXCEPT ALASKA, HAWAII, NEW YORK, PUERTO RICO AND THE U.S TERRITORIES AND POSSESSIONS.)

1. GENERAL. "St. Cloud Holiday Giveaway" is a sweepstakes where four (4) eligible entrants will win four (4) prizes to be awarded as described in Section 6 below. When entering the Sweepstakes, an eligible entrant will have the opportunity to enter with respect to the four (4) prizes to be awarded in this Sweepstakes as described in Section 4 below. The foregoing is a general description only of this Sweepstakes, and is qualified in its entirety by these Official Rules.

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. The Sweepstakes is void in the States of Alaska, Hawaii and New York; outside the Sweepstakes Territory; and where prohibited or restricted by law. Employees, officers and directors of Visit Greater St. Cloud ("Sponsor") and their respective parents, subsidiaries, members, affiliates, advertising, public relations 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, are intended for viewing only within the Sweepstakes Territory, and entrants must be present in the Sweepstakes Territory at the time they enter.

3. TIMING. The Sweepstakes entry period begins at 8:00 a.m. Central Standard Time ("CST") on November 18, 2021 and ends at 12:00 p.m. Central Standard Time ("CST") on December 17, 2021 (the "Entry Period"). Sponsor's computer is the official timekeeping device for the Sweepstakes.

#### 4. HOW TO ENTER.

a. How to Enter; To enter this Sweepstakes, during the Entry Period go to <https://www.visitstcloud.com/holidaygiveaway/> and follow the links and instructions for online entry. Completely fill out the online entry form and submit it in accordance with the on-screen instructions. During the entry period, entrants will have the opportunity to submit one (1) entry per person with respect to the four (4) prizes in this Sweepstakes to be awarded as described in Section 6 below. All online entries must be received by the Sponsor during the Entry period as set forth below. Use of automated processes and devices to submit entries are not permitted and will result in disqualification.

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. Potential 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 for the duration of this Sweepstakes. Entries in excess of one per person in the Sweepstakes 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 potential 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 any and 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, in this Sweepstakes, during the Entry period, the Sponsor will conduct a total of four (4) drawings. Drawings consist of and is limited to the prizes as described in Section 6c below. The approximate retail value ("ARV") of the four (4) prize to be awarded in this Sweepstakes is \$300 each. The sweepstakes prize drawing will be on or before December 14, 2021.

b. Drawing - All eligible entries in this Sweepstakes received by Sponsor between 8:00 a.m. CDT on November 18, 2021 through 12:00 p.m. CST December 17, 2021 shall constitute the Drawing Period's pool. Sponsor will randomly select by computer software two provisional prize winners and three (3) alternates per prize from among the pool of eligible entries for each of the prizes. The prize listed in Section 6c will be awarded on or about December 20, 2021.

The prizes will be awarded on the date of the drawing date provided prize is validly claimed. If the provisional winners decline or are ineligible, prizes will be offered to eligible alternates. If the eligible alternates are ineligible or refuse the prize, a second set of eligible alternate will be

offered the prize. A maximum of three alternates per prize will be contacted in the prize award period. If the potential prize winners and three alternates each fail to respond or are ineligible, the prizes will not be awarded.

c. Prize details – All prizes listed below are included within the Drawing Period’s pool.

#### Kids & Family Package

- \$50 gift certificate to Black Light Adventures
- \$35 gift certificate to Paddy’s Game Shoppe
- \$40 gift certificate to Mexican Village
- \$25 gift certificate to Granite City Jump
- \$200 voucher for a hotel stay at Holiday Inn & Suites – St. Cloud

#### Downtown Experience Package

- \$60 gift certificate to Pioneer Place on Fifth
- \$50 gift certificate to Brick & Bourbon
- \$25 gift certificate to Green Thumb Etc.
- \$15 gift certificate to The Red Carpet
- \$150 voucher for a hotel stay at The Courtyard by Marriott – St. Cloud

#### Outdoor Lover Package

- \$75 gift certificate to Clear Waters Outfitting
- \$30 gift certificate to Fitzharris Ski, Bike & Outdoor
- \$30 gift certificate to Bravo Burritos
- \$15 gift certificate to Pantown Brewing Company
- night stay at Country Inn – West

#### Friend Getaway Package

- \$60 gift certificate for Café Renaissance
- \$40 gift certificate to Modern Barnyard
- \$30 gift certificate for Crafts Direct
- \$20 gift certificate for Maverick’s Steaks & Cocktails
- night stay at Hilton Garden Inn

ARV: \$300 each, \$1200 total

d. All Drawings Odds; Notification. Odds of winning a prize depend on the number of eligible entries received by Sponsor in this Sweepstakes. Further, odds of winning a specific prize depend on the number of eligible entries received by Sponsor in this Sweepstakes with respect to the specific prize. Each entrant selected as a potential winner must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. A

potential winner will be notified by email or phone. Potential winners will be required to execute and return to Sponsor a copy of their driver's license or other government issued identification in order to claim his/her prize. If the potential winner cannot be contacted within two (2) business days of the first attempt to contact him/her, or if the potential winner fails to return the Affidavit/Release within the specified time, or if any prize or prize notification is returned as undeliverable, or if the potential winner is found to be ineligible, or if the potential winner does not comply with the Official Rules, then the potential winner may be disqualified and forfeit the prize and an alternate winner may be selected by Sponsor in his/her place at random from among all eligible non-winning entries received for this Sweepstakes for the applicable prize.

## 7. ALL PRIZES.

a. Prize Information. Subject to the terms and conditions of these Official Rules, in this Sweepstakes, four (4) prizes will be awarded. The ARV of all prizes to be awarded in this Sweepstakes is \$300 each. The prizes may vary from prize pictures and/or advertising used to promote the Sweepstakes. Any depiction of prizes is for illustrative purposes only. The prize is subject to the restrictions and conditions set forth herein. The prizes consist of and are limited to the elements stated in the prize description. Lost or stolen awards, gift cards, admission tickets or any other prize certificate will not be replaced.

Prizes are not transferable and may not be sold.

b. Prize - Generally. Prizes 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 for which Sponsor may be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. PRIZES ARE NOT TRANSFERABLE. 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 any and 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. LIMIT: One (1) entry per person for the duration of the Sweepstakes.

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, its parents, subsidiaries, divisions and affiliates, and their respective agents, advertising and promotion agencies, affiliates, Sweepstakes partners and prize 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 entrant's award, 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.

16. OFFICIAL RULES. These Official Rules are available online at <https://www.visitstcloud.com/holidaygiveaway/> by clicking Official Rules or by sending a self-addressed postage-stamped envelope to "Holiday Giveaway, 1411 West Saint Germain Street #104, St. Cloud, MN 56301"

17. WINNER'S LIST. To request a list of winners, send a self-addressed postage-stamped envelope to " Holiday Giveaway, 1411 West Saint Germain Street #104, St. Cloud, MN 56301". Requests must be received prior to December 31, 2022.

18. SPONSOR. The sponsor of the Sweepstakes and the address at which the Sponsor may be contacted is: Holiday Giveaway, 1411 West Saint Germain Street #104, St. Cloud, MN 56301