

# Xcel Energy Center "Rocktober" Official Sweepstakes Rules

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

**1. ELIGIBILITY.** Xcel Energy Center "Rocktober Sweepstakes" (the "Sweepstakes") is open only to entrants who, as of the entry date, are permanent legal residents of the United States who are at least eighteen (18) years old. The Sweepstakes is void outside the United States and where prohibited or restricted by law. Employees, officers and directors of Xcel Energy Center ("Xcel" the "Sweepstakes Entity"), 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 begins at 12:01 a.m. Central Time ("CT") on Monday, September 23, 2024, and ends at 10:00 p.m. CT on Friday, October 4, 2024 ("Sweepstakes Period"). Entries will be received online from 12:01 a.m. Central Time ("CT") on Monday, September 23, 2024 until 10:00 p.m. CT on Friday, October 4, 2024. In person at the Xcel Energy Center box office during regular business hours. Xcel's computer is the official timekeeping device for the Sweepstakes.

**Xcel reserves the right to alter, suspend, modify or terminate the Sweepstakes, the Sweepstakes Period and/or the Entry Period in its sole discretion and without notice for any reason.**

### **3. HOW TO ENTER.**

- a. TO ENTER ONLINE:** During the Entry Period, go to the [xcelenergycenter.com](https://xcelenergycenter.com) page to find the Official Entry Form. Fully complete the Official Entry Form. All entrants must agree to these Official Rules in order to submit their entry. All eligible entrants who fully complete and submit the Official Entry Form during the Entry Period will be entered into a random drawing to win the prize package (described in Section 6 below).
- b. FOR ALL ENTRIES: LIMIT:** One (1) entry per person and address (physical, phone number, or email) in the Sweepstakes. All entries must be received by Xcel during the Entry Period and become the exclusive property of the Sweepstakes Entities. None will be acknowledged or returned. 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. See Section 12 below ("Data Collection") 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 entries must be made by a parent or legal guardian, and must fill out a release form if selected.

**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 Sweepstakes

Entities (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; ODDS; NOTIFICATION.** On or about October 7, 2024, Xcel will randomly select one (1) potential winner from among all eligible entries received.

Odds of winning a prize depend on the number of eligible entries received by Xcel during the Sweepstakes.

The entrant selected must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The potential winner will be notified by phone or email. The potential winner may be required to execute and return to Xcel a notarized Affidavit of Eligibility, a Liability Release, and a Publicity Release (except where prohibited by law) (an "Affidavit/Release") in the form(s) provided by Xcel in order to claim his/her prize. The Affidavit/Release must be returned to Xcel by the date and/or time indicated within the Affidavit/Release. If the potential winner cannot be contacted within two (2) 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 an alternate winner selected by Xcel in his/her place at random from among all eligible non-winning entries received by Xcel during the Sweepstakes. In such event, an alternate potential prize winner will be notified and required to return the required documents to Xcel as described above; provided, however, Xcel may alter the above timing to meet its Sweepstakes schedule.

**6. PRIZE.** Subject to the terms and conditions of these Official Rules, one (1) winner will receive a prize package consisting of two (2) tickets to each of the following events at Xcel Energy Center:

- Minnesota Wild vs. Columbus Blue Jackets (Thursday, October 10, 2024)
- Cody Johnson (Friday, October 11, 2024)
- Brandon Lake (Sunday, October 13, 2024)
- P!nk (Thursday, October 17, 2024)
- Iron Maiden (Tuesday, October 22, 2024)
- The Avett Brothers and Trampled By Turtles (Thursday, October 24, 2024)
- St. Thomas vs. Minnesota Men's Hockey (Saturday, October 26, 2024)
- Korn (Sunday, October 27, 2024)
- Justin Timberlake (Thursday, October 31, 2024)

Plus, one (1) \$100 valued gift card to each of the following restaurants:

- Herbie's On The Park
- Purpose Restaurants
- Smorgie's
- Seventh Street Truck Park

with an approximate total retail value ("ARV") of \$2,435.

Any costs not specifically noted above in this Section 6 will be the sole responsibility of the prize winner and/or winner's guest, including but not limited to, any costs associated with travel in connection with the prize to and from the Xcel Energy Center, parking, gratuities, food, and beverage costs.

All prizes 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 Sweepstakes Entities or for which Sweepstakes Entities 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 Xcel, 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 Xcel 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 on the prize and any travel costs that may be incurred. **Winners receiving \$600 or more of total prizes during the Sweepstakes are required to be issued an IRS Form 1099 for the value of the prizes received.**

**7. PUBLICITY.** Except where prohibited by law, participation in the Sweepstakes constitutes entrant's consent to Xcel'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.

**8. GENERAL CONDITIONS.** Sweepstakes Entities reserve the right, in their sole discretion, to terminate, modify 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 Sweepstakes Entities' reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. In such event, Sweepstakes Entities reserve the right (but do not have the obligation) in their sole discretion to award prizes at random from among eligible, non-suspect entries received up to the time of suspected impairment. Sweepstakes Entities 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 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, Sweepstakes Entities reserve the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sweepstakes Entities' 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 Sweepstakes Entities, their respective parents, subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, 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.** Sweepstakes Entities 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 Xcel's website(s), regardless of whether the material was prepared by the Xcel or a third party, and regardless of whether

the material is connected to the Xcel'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 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 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 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.

**12. DATA COLLECTION.** Xcel collects personal information from entrants when they enter the Sweepstakes. The information collected is subject to the Privacy Policy of Xcel.

**13. OFFICIAL RULES.** These Official Rules are available at <http://www.xcelenergycenter.com>

**14. WINNERS LIST.** A list of the winner of this Sweepstakes will be available after the Sweepstakes Period through December 31, 2024 by sending a self-addressed postage-stamped envelope to "Xcel Energy Center Rocktober Sweepstakes – Winners List Request", Xcel Energy Center, 199 Kellogg Boulevard W, Saint Paul, Minnesota 55102.