

**Saint Paul Arena Company, LLC**  
**“Pick Your Frozen Faceoff Contest”**  
**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.** Saint Paul Arena Company, LLC “Pick Your Frozen Faceoff Contest” (the “Contest”) is only open to entrants who, as of the entry date, are permanent legal residents of the fifty (50) United States or the District of Columbia who are at least eighteen (18) years old. The Contest is void outside the fifty (50) United States and the District of Columbia, and where prohibited or restricted by law. Employees, officers and directors of Saint Paul Arena Company, LLC (“Sponsor”), the Minnesota 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 Contest, and any website pages and advertisements relating thereto, is intended for viewing only within the eligible contest territory, and entrants must be present in the eligible contest territory at the time they enter.

**2. TIMING.** The Contest entry period begins at 12:00 p.m. Central Time (“CT”) on February 22, 2022 and ends at 11:59 p.m. CT on March 10, 2022 (the “Entry Period”). Sponsor’s computer is the official timekeeping device for the Contest.

**3. HOW TO ENTER.** There are two (2) ways to enter the Contest:

**a. TO ENTER ONLINE:** During the Entry Period, go to [www.xcelenergycenter.com](http://www.xcelenergycenter.com) to the NCHC Frozen Faceoff event section of the website 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. As part of the online entry form, you will be required to answer each of the following questions regarding the National Collegiate Hockey Association (“NCHC”) “Frozen Faceoff” championship hockey tournament to be held March 18 - 19, 2022 at the Xcel Energy Center in St. Paul, Minnesota (the “2022 NCHC Frozen Faceoff”): (i) Which four (4) teams will be in the 2022 NCHC Frozen Faceoff?, (ii) which two (2) teams will be in the Championship Game of the 2022 NCHC Frozen Faceoff?, (iii) which team will win the 2022 NCHC Frozen Faceoff?, and (iv) how many total goals will be scored by all the teams in all the games of the 2022 NCHC Frozen Faceoff? All online entries must be received by Sponsor during the Entry Period. 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 or use of automated devices is prohibited and will result in disqualification.

**b. ALTERNATE METHOD OF ENTRY/TO ENTER BY MAIL:** If you do not desire to enter online, enter by mail. During the Entry Period, hand print your full name, complete home address, day and evening phone numbers, email address (if any), age and your answers to all of the 2022 NCHC Frozen Faceoff questions (see above in Section 3(a)(i)-(iv)) on a 3” x 5” piece of paper and send it by United States mail in a sealed envelope no larger than 9 1/2" x 4 1/4" (a #10 envelope) with correct postage to “Pick Your Frozen Faceoff Contest - Entry”, c/o Saint Paul Arena Company, LLC, 175 W. Kellogg Blvd., Ste. 501, St. Paul, Minnesota 55102. All mail-in entries must be received by Sponsor during the Entry Period. No facsimiles, photocopied or mechanically reproduced entries allowed. Use of any automated system to submit entries is prohibited and will result in disqualification.

**c. FOR ALL ENTRIES: LIMIT:** One (1) entry per person (regardless of method of entry) or address (physical or email) in the Contest. All entries, regardless of method of entry, must be received by Sponsor during the Entry Period. All entries become the exclusive property of Sponsor and none will be acknowledged or

returned. Proof of mailing or online submission will not be deemed to be proof of receipt of entry by Sponsor. 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 Contest partners. Entrants will cooperate with Sponsor and its representatives in connection with any and all verification and background check activities.

**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 Sponsor (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. DRAWING; ODDS; NOTIFICATION.** On or about March 21, 2022, Sponsor will randomly select one (1) potential winner from among all eligible entries received by Sponsor through all methods of entry that correctly answer all of the 2022 NCHC Frozen Faceoff questions correctly (or if no entrants correctly answer all four (4) of the 2022 NCHC Frozen Faceoff questions correctly, the pool of entries will be eligible entries that correctly answer the first three (3) 2022 NCHC Frozen Faceoff questions, or if no entrants correctly answer all of such questions, the pool of entries will be eligible entries that correctly answer the first two (2) 2022 NCHC Frozen Faceoff questions, or if no entrants correctly answer all of such questions, the pool of entries will be eligible entries that correctly answer the first 2022 NCHC Frozen Faceoff question). Each entrant's odds of winning a prize depend on such entrant's and the other entrants' ability to answer the 2022 NCHC Frozen Faceoff questions correctly and the number of eligible entries received by Sponsor in the Contest. 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, letter (by postal or overnight delivery) and/or email. The potential winner will be required to execute and return to Sponsor 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 Sponsor in order to claim his/her prize. The Affidavit/Release must be returned to Sponsor by the date and/or time indicated within the Affidavit/Release. If the potential winner cannot be contacted within ten (10) 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 Sponsor in his/her place at random from among all eligible non-winning entries received by Sponsor for the Contest that are within the entry pool described above. In such event, an alternate potential prize winner will be notified as described above and will be required to return the required documents to Sponsor as described above; provided, however, Sponsor may alter the above timing to meet its Contest schedule.

**6. PRIZE.** Subject to the terms and conditions of these Official Rules, one (1) prize will be awarded in this Contest. The prize consists of and is limited to two (2) tickets to each session of the 2023 NCHC Frozen Faceoff championship hockey tournament (dates and location TBD, seats and locations as determined by Sponsor). Tickets are subject to the terms, conditions and restrictions thereof. Two (2) hotel room nights at the Saint Paul Hotel (one room for one night on March 17, 2023, and one room for one night on March 18, 2023). One (1) \$100 Herbie's on the Park restaurant gift card. The approximate retail value ("ARV") of the prize is \$780. 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 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. 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. Prize winner will be issued an IRS Form 1099 for the retail value of the prize.

**7. PUBLICITY.** Except where prohibited by law, participation in the Contest 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.

**8. GENERAL CONDITIONS.** Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Contest if, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, 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 Contest. In such event, Sponsor reserves the right (but does not have the obligation) in its sole discretion to award prizes at random from among eligible, non-suspect entries received up to the time of suspected impairment that are within the entry pool described above. 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 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 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.

**9. RELEASE.** By entering, each entrant forever and irrevocably releases and holds harmless Sponsor, the Wild, NCHC, all sponsors of the 2022 NCHC Frozen Faceoff, and their respective parents, subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, affiliates, Contest 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 Contest and/or entrant's award, receipt or use of any prize awarded in the Contest.

**10. 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 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 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 Sponsor's website(s), 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.

**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. DATA COLLECTION.** Sponsor collects personal information from entrants when they enter the Contest. The information collected is subject to the Privacy Policy of Sponsor located at <http://www.xcelenergycenter.com/info/PrivacyPolicy.jsp>.

**13. OFFICIAL RULES.** These Official Rules are available at [www.xcelenergycenter.com](http://www.xcelenergycenter.com) at the Contest section of the website or by sending a self-addressed postage-stamped envelope to “Pick Your Frozen Faceoff Contest – Rules Request,” c/o Saint Paul Arena Company, LLC, 175 W. Kellogg Blvd., Ste. 501, St. Paul, Minnesota 55102. Vermont residents do not need to affix return postage.

**14. WINNER’S LIST.** To request a list of winners, send a self-addressed postage-stamped envelope to “Pick Your Frozen Faceoff Contest - Winner List Request,” c/o Saint Paul Arena Company, LLC, 175 W. Kellogg Blvd., Ste. 501, St. Paul, Minnesota 55102. Requests must be received by June 1, 2022.

**15. SPONSOR.** The sponsor of the Contest and the address at which the Sponsor may be contacted is c/o Saint Paul Arena Company, LLC, 175 W. Kellogg Blvd., Ste. 501, St. Paul, Minnesota 55102. Neither the NCHC or any sponsor of the 2022 NCHC Frozen Faceoff is a sponsor or administrator of this Contest, and none of such parties shall have any liability or responsibility of any kind for this Contest.