

Official Rules - Being Part of a Military Family

1. **Entry Dates:** Start Date April 1st at 12:00 am (Midnight) and End Date April 30, 2020 at 12:00 am (Midnight). All photos must be received by April 30, 2020 emailed to Child and Youth Program Coordinator Melissa Johnson at melissa.l.johnson125.ctr@mail.mil. Contest will be promoted through Facebook MN National Guard Youth Programs page and MOA webpage. This Contest is in no way sponsored, endorsed, administered by, or associated with Facebook. By entering, you understand that you are providing your information to Sponsor(s) and not Facebook.
2. **Eligibility:** The contest is open to individuals who are eighteen (18) years or older at time of entry. Individuals must be a legal resident of MN. Only one photo per family will be counted as a submission and can be submitted via email. Families can only enter once and one photo. By entering, participant consents to the use of his/her name, biographical information and/or likeness without further compensation, except where prohibited by law. All Federal, State, and local laws and regulations apply. Void where prohibited by law or regulation. Facebook, Twitter, and each of their respective parents, affiliates, subsidiaries and advertising and promotion agencies are not eligible to enter or win.

The contest is open to subscribing members only.

Winners by member vote cannot win more than two times one calendar year.

3. **Judging:** There will be three judges from the MN National Guard Public Affairs Office. Judging will take place on April 30, 2020.
4. **Winner notification:** The winners will be identified within a week after voting closed from among all eligible entries received by the MN National Guard Family Programs who decision in all matters relating to this contest are final. Each winner may be required to sign a winner verification form and liability/publicity release releasing Sponsor(s) and its parent, affiliate, subsidiary entities, its merchants, and their respective agents, employees, suppliers, and advertising/promotional and judging agencies, Mall of America (the "Sponsor Group") Facebook, Twitter and each of their respective parents, affiliates, subsidiaries, from any and all liability whatsoever for injuries, damages or losses to persons and/or property which may be sustained in connection with the Contest or the Prize. Each winner must respond to email notification within two (2) days; the completed verification/release must be returned and received within fourteen

(14) days of the date emailed to the potential winner or the prize will be forfeited. Odds of winning are dependent upon the total number eligible entries received.

5. **Photo Criteria:**

Must have:

- a. Military connected child must be in the photo
- b. Military uniform must be displayed in the photo

Weighted Criteria is the total of 100%

- c. Photo must depict- 30% total of the following
 - i. Feeling – 10%
 - ii. Sacrifice – 10%
 - iii. Connection the child has to the military- 10%
- d. Originality- 35%
- e. Creativity-35%

Photos taken by a professional photographer will not be accepted.

Tiebreaker Procedure: In the event of a tie for any place, the Contestant with the highest percentage in Originality will take the higher place. If a tie still remains, then the Contestant with the highest overall Judges' score in creativity will take the higher place. The final decision in the event of a tie will be made by Judge(s).

6. **Prizes:** First Prize: One (1) **First Prize:** winner will receive the following elements: (i) hotel accommodations for one (1) night (one standard room, quad occupancy, including room tax) for First Prize winner and up to three (3) guests (each, a "Guest"); (ii) one (1) \$100.00 Mall of America Visa Gift Card; (iii) a family 4 pack of tickets which includes; 4 Nickelodeon Universe All-Day Unlimited Ride Wristbands, 4 passes to Moose Mountain Adventure Golf, 4 passes to Sea life, and (iv) 2019 coupon book ("First Prize"). The Total Approximate Retail Value ("ARV") of the First Prize is \$586.00. **Second Prize:** One (1) Second place winner will receive (i) an MOA Package consisting of: 4 Nickelodeon Universe All-Day Unlimited Ride Wristbands, 4 passes to Moose Mountain Adventure Golf, 4 passes to Sea life, 4 passes to Dutchman's Deck Ropes Course, and (ii) one (1) 2019 coupon book ("Second Prize"). Total Approximate Retail Value ("ARV") of the Second Prize: \$350.00. **Third Prize:** One (1) Third Prize place winner will receive

(i) four (4) Nickelodeon Universe Unlimited All day wristbands, (ii) and one (1) 2019 coupon book, 7. Total Approximate Retail Value ("ARV") of the Third Prize: \$150.00. The prizes may not be transferred or redeemed for cash. Winners are solely responsible for all applicable federal, state, or local taxes on the value of his/her prize. All expenses not specifically mentioned herein are not included and are solely the winner's responsibility, including but not limited to: round trip transportation between the winner's residence, hotel and Mall of America, all ground transportation, beverages, food, gratuities and tips, taxes, insurance, laundry service, merchandise, parking, room service, service charges, souvenirs and telephone calls. Sponsor(s) reserves the right in its sole discretion to suspend or cancel the prize redemption of any winner or guest due to their noncompliance with any security procedure or inappropriate behavior or misconduct. Hotel regulations and conditions apply. Lodging is subject to change and availability, and certain restrictions apply. Sponsor(s) will not replace any lost, misplaced, destroyed, mutilated, or stolen tickets, hotel vouchers or certificates. Winner will not receive difference between actual and approximate retail value. Sponsor(s) make(s) no warranties concerning any component of a Prize that is not provided directly by Sponsor(s). Sponsor(s) reserves the right to substitute a Prize for one of equal or greater value, including cash, in Sponsor(s) sole discretion, if a Prize should become unavailable for any reason. If a Prize allows the winner to share the Prize with guests, Sponsor(s) may require each of the winner's guests to sign and return a liability/publicity release, as a condition for use of any component of the Prize. If a guest is a minor in his/her state of residency, the minor's parent or legal guardian must verify and confirm his/her agreement to the liability/publicity release in order to participate in the use of any component of the Prize. Prize elements may not be separated. No more than the stated number of prizes will be awarded.

7. No Purchase necessary: A purchase will not increase your chances of winning.

8. Limitation of Liability: Sponsor is not responsible for typographical errors in any contest-related materials; for any individual's inability to enter this contest, including but not limited to unavailable network, server, or other connections; failed software or hardware transmissions; other errors of any kind, whether human, mechanical, or electronic, including lost, late, stolen, incomplete, illegible, damaged, or misdirected entries; or for any damage to any computer related to or resulting from participation. Multiple entries of any kind are not valid and will be disqualified. Sponsor reserves the right in its sole discretion to cancel or suspend the contest should any of the foregoing occurrences corrupt or impair the administration: security, fairness, or proper play of the contest. Entrants agree that the Sponsor, its promotion partners, related companies, agencies, respective employees or officer's share, and Sponsor Group not be liable for injury, losses, damages, or costs of any kind resulting from participation in this contest or acceptance of or use or misuse of a prize or parts thereof. By entering, participants agree to be bound by these official rules.

9. General conditions: MN National Guard Family Programs reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the contest or website; to be action in violation of the Official Rules: to be acting in violation of the terms of the website, or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any use of robotic, automatic, programmed or the like entry methods will void all such entries by such methods, and disqualify any entrant using any such method. In the event of a dispute as to the entries submitted by multiple users having the same email account, the authorized subscriber of the email account used to enter the contest at the actual time of entry will be deemed to be the participant and must comply with these rules. Authorized account subscriber of the email account used to enter the contest at the actual time of entry will be deemed to be the participant and must comply with these rules. Authorized account subscriber is reckoned to be the natural person who is assigned to an email address by the Internet access provider, on-line service provider or other organization which is responsible for assigning email addresses or the domain. Photo submitted cannot be taken by a professional photographer.

Nude photography is not allowed in the contest and will be removed immediately. If a photograph is not a representation of the contest theme, it will be removed immediately.

10. Dispute Resolution: This contest is governed by the laws of the United States and the state of Minnesota, without respect to its conflict of law provisions. As a condition of participating in this contest, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Minnesota having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain award for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participants' actual out-of-pocket expenses (i.e. costs associated with enter this contest), and participant further waives all rights to have damages multiplied or increased.

11. Sponsor(s) and Administrator: The Contest is sponsored and administered by MN National Guard Family Programs, 600 Cedar Street, St. Paul, MN 55101. Melissa Johnson 651.268.8378 and Laura Groeneweg 651.268.8695