

## OFFICIAL RULES – MGM WINE & SPIRITS SWEEPSTAKES 2021

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED.

1. **When to Enter:** The MGM Wine & Spirits Sweepstakes 2021 ("Sweepstakes") begins at 12:00:01 AM Central Time on May 10, 2021 and ends at 11:59:59 PM Central Time on October 31, 2021 ("Sweepstakes Period").

2. **How to Enter:** To enter, visit the MGM Wine & Spirits page on Facebook ("Website") during the Sweepstakes Period, which contains a link to complete the entry form that includes your name, email address, date of birth, state where you reside, zip code, and daytime telephone number, along with a pull-down menu to select the MGM Wine & Spirits store location ("Location") you would like to pick up the Prize should you be selected as a winner (required). Once you have completed the entry form, click "submit" to be entered into the Sweepstakes.

Limit one (1) entry per person in the Sweepstakes. Only one entry per person or household sharing the same e-mail or street address will be processed. Entries will be deemed made by the authorized account holder. **This Sweepstakes is not sponsored, endorsed, administered by or associated with Facebook or Woobox.**

3. **Random Drawing; Odds of Winning:** Administrator will select the potential winners by conducting a random drawing on or about November 2, 2021, from among all eligible entries received during the Sweepstakes Period. Decisions of the Sweepstakes Parties are final and binding. Odds of winning depend on the number of entries received. Potential winners will be notified by Facebook direct message, telephone or email on or about the date of the random drawing. Administrator will make up to **2 attempts** to contact a potential winner ("Winner Notification"). If the potential winner cannot be contacted after 2 attempts, that potential winner will forfeit the Prize, and the Prize may be awarded to an alternate winner, time permitting, selected at random in accordance with this Section 3. The Sweepstakes Parties are not responsible for any technical issues or a potential winner's failure to receive or respond to any Winner Notification message due to any technical or other issue or non-issue.

4. **Claiming Your Prize:** Upon winner verification, the winners must pick up their Prize at the MGM Wine & Spirits Location selected on their winning entry form. Winners have 30 days to pick up their Prize. In the event a winner fails to pick up their Prize at the Location listed on the winning entry, that potential winner forfeits their right to the Prize and an alternate may be selected, time permitting, selected at random in accordance with Section 3. All unclaimed or returned prizes remain the property of Sponsor. Winner may be required to sign and complete a Liability and Publicity release, and a W9 tax form, as a condition of being able to pick up their Prize. A1099 form may be submitted by Sponsor (or Administrator, on behalf of the Sponsor) to all appropriate taxing authorities. Sponsor reserves the right not to award a Prize if Sponsor is unable to declare a potential winner the winner within a reasonable timeframe, which shall be subject to Sponsor's sole discretion. By accepting or using a Prize, the winner agrees that the Sweepstakes Parties can use the winner's name, state of residence, voice, and likeness for advertising and promotional purposes without further compensation, unless otherwise prohibited by law.

5. **Prizes & Approximate Retail Values ("ARVs"):** The Prizes offered in the Sweepstakes are as follows:

| Prize Description  | ARV (per Prize) | Number of Potential Winners |
|--|-----------------|-----------------------------|
| Samsung 75" – TU700D Series – 4K UHD LED LCD TV, VIZIO V-51-h6 36" 5.1 Channel Home Theater Soundbar System & a \$50 MGM Gift Card | \$1,300.00      | 2                           |
| Weber Genesis II S-345 3 Burner Gas Grill & a \$100 MGM Gift Card  | \$1,100.00      | 1                           |
| Tito's Traeger Pro 575 Pellet Grill & \$100 MGM Gift Card  | \$1,000.00      | 1                           |
| Blue Moon High-top Table, 2 Blue Moon Bar Stools, & a \$100 MGM Gift Card  | \$700.00        | 1                           |
| Burwell 30" Marble Bar Cart & \$100 MGM Gift Card  | \$699.00        | 1                           |
| Breville Bambino Plus Espresso Machine & \$100 MGM Gift Card   | \$650.00        | 1                           |
| \$600 MGM Gift Card  | \$600.00        | 2                           |
| Hugo 29" Metal Bar Cart & \$100 MGM Gift Card  | \$599.00        | 1                           |
| Coors Light High-top Table, 2 Coors Light Bar Stool & \$100 MGM Gift Card  | \$555.00        | 2                           |
| Leinenkugel's Fire Pit, 2 Leinenkugel's Adirondack Chairs & \$100 MGM Gift Card  | \$550.00        | 2                           |
| Kalamera 50 Bottle Compressor Wine Refrigerator Single Zone with Touch Control & \$100 MGM Gift Card                               | \$549.00        | 1                           |
| Miller Lite High-top Table, 2 Miller Lite Bar Stools & \$100 MGM Gift Card   | \$548.00        | 2                           |
| Coors Light Game Day Countdown Fridge, Coors Light US Bank Neon & \$50 MGM Gift Card   | \$500.00        | 1                           |
| Miller Light Grizzly 60 Cooler & \$100 MGM Gift Card   | \$450.00        | 32 (1 per Store Location)   |
| Two Bonnio Zero Gravity Chairs, GO Sports Bocci Ball Set & \$100 MGM Gift Card   | \$410.00        | 1                           |

|   |          |                             |
|---|----------|-----------------------------|
| Blue Moon Beer Fridge Glass Front & \$100 MGM Gift Card   | \$400.00 | 2                           |
| Coors Light Beer Fridge Glass Front & \$100 MGM Gift Card   | \$399.00 | 6                           |
| Jack Daniels Yeti Tundra 45 & \$50 MGM Gift Card  | \$390.00 | 3                           |
| Mich Golden Light Yellow Grizzly 40 Cooler & \$50 MGM Gift Card   | \$350.00 | 1                           |
| Pabst Grizzly 40 Cooler & \$50 MGM Gift Card  | \$349.00 | 1                           |
| Miller Lite Vikings Neon, Miller Lite Vikings Tailgate Chair & \$50 MGM Gift Card   | \$330.00 | 5                           |
| Coors Light US Bank Neon & \$50 MGM Gift Card   | \$300.00 | 1                           |
| Odell's OGIO Golf Bag & \$50 MGM Gift Card  | \$300.00 | 1                           |
| Goose Island Solo Fire Pit & \$50 MGM Gift Card   | \$299.00 | 1                           |
| Coors Light Neon & \$50 MGM Gift Card   | \$275.00 | 1                           |
| High Life Neon & \$50 MGM Gift Card   | \$270.00 | 1                           |
| Hamm' Neon & \$50 MGM Gift Card   | \$250.00 | 6                           |
| Coors Light Hybrid Kick Stand Golf Bag, Coors Light Golf Ditty Bags (15 x 18 Towels, Sleeve Titleist DT Trusoft Balls, 1 Tee Pack) & \$50 MGM Gift Card | \$249.00 | 1                           |
| Michelob Ultra Golf Bag & \$50 MGM Gift Card  | \$225.00 | 1                           |
| Brau Brothers Brewery \$100 Gift Certificate, 2 hour of Golf Simulator, & \$50 MGM Gift Card  | \$210.00 | 32 (one per Store Location) |
| Bud Light Seltzer Blow Up Paddle Board, Oar & \$50 MGM Gift Card  | \$200.00 | 1                           |
| Bud Light Seltzer Corn Hold Game & \$50 MGM Gift Card   | \$199.00 | 1                           |
| Insignia 43" LED TV NS-43D420NA20 & \$50 MGM Gift Card  | \$195.00 | 1                           |
| Passoa Gift Pack including: Beach Blanket, Bag, Igloo ½ gal Drink Cooler, 2 Pairs of Sunglasses, Inflatable Lounger & \$50 MGM Gift Card                | \$135.00 | 1                           |

Limit one (1) Prize per person during the entire Sweepstakes Period. Gift cards/certificates are subject to the terms, conditions and restrictions as printed on the card/certificate. All warranties and guarantees are subject to the manufacturer's warranties and guarantees. Prizes consist of only those items specifically listed as part of the Prize. Taxes are winner's sole responsibility. Transportation and parking are not part of any Prize. Prizes are not transferrable, not substitutable, and not redeemable for cash. Sponsor may substitute a prize, or portion thereof, for one of equal or greater value for any reason at its sole option. Winners are solely responsible for complying with all local, state and federal taxes associated with claiming or using any Prize. Alcohol is not part of any Prize. Additional restrictions, limitations, and exclusions may apply.

6. **Eligibility:** The Sweepstakes is only open and offered to legal residents of Minnesota and Wisconsin who are 21 years of age or older at the time of entry. Void outside of Minnesota and Wisconsin, and where prohibited or restricted by law, rule, or regulation. Employees and directors of M.G.M. Wine & Spirits, Inc., M.G.M. Liquor Stores, Inc., Sponsor, Hubbard Digital Twin Cities, LLC d/b/a Hubbard Interactive ("Administrator"), and Hubbard Radio, LLC (collectively, the "Sweepstakes Parties"), and Facebook and Woobox, and their respective parents, subsidiaries and affiliated companies, advertising, promotion or production agencies, and their immediate family members or individuals residing in their same household, are not eligible to participate or enter.

7. **Entry Conditions and Release:** By entering the Sweepstakes, each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless the Sweepstakes Parties and Facebook and Woobox from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance or use or misuse of prize and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Sweepstakes Parties and Facebook and Woobox from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to an entrant's participation in the Sweepstakes and/or a winner's or other person's acceptance, use or misuse of a Prize. All federal, state, and local laws and regulations apply.

8. **Privacy Policies and Data Collections:** Information provided by you for this Sweepstakes on the entry form is subject to Administrator's Privacy Policy: <http://corporate.hubbardradio.com/privacy-policy/>. By entering this Sweepstakes, each entrant agrees that the Administrator and the Sponsor have the right to contact the entrant by phone, direct message, or email accounts provided on the Entry Form to administer and fulfill this Sweepstakes. Neither Administrator nor Sponsor is responsible for any third party's use of information submitted in connection with the Sweepstakes.

9. **Rights Definition:** As used in these Official Rules, the term "Rights" shall mean rights of copyright, patent rights, trademark and service mark rights, publicity rights, trade secret rights, character rights, trade dress rights, and all other proprietary rights of any kind whatsoever, together with any and all applications, registrations, renewal and extension rights, and rights to sue for any past, present, or future infringement or violation.

10. **Originality of Entries:** Each entrant must have all Rights in and to his/her entry as of the time of entry to the Sweepstakes. By submitting any entry, each entrant represents and warrants that: (a) the entry is his/her original work of authorship, creation, or invention; (b) he/she is the exclusive owner of the Rights related to the entry, or he/she has written permission from the owner of such Rights: (i) to submit such entry as part of the Sweepstakes; and (ii) to grant to Sponsor all rights necessary to use the entry, including but not limited to the rights necessary to use his or her Likeness as described in Section 12; (c) no other person or entity is entitled to any payment for the use of the entry; (d) he/she has obtained from anyone identified or depicted in the entry (or the parent or guardian of any child identified or depicted) all permission necessary to grant Sponsor the rights granted herein; and (e) he/she has obtained from the owner of the related Rights, all permission necessary for the inclusion and use in the Sweepstakes of any graphics, artwork, location or other items or elements that appear in the entry. An entry must not have been, and may not be, entered in any other sweepstakes or contest or previously published. Modifying, enhancing, or altering a third party's preexisting work does not qualify as an entrant's original creation. Each entrant agrees to indemnify and hold harmless Sponsor and its third party service providers from and against all claims or damages arising out of the use of such entrant's entry. Sponsor reserves the right to void and/or disqualify any entry if the entry is found in Sponsor's sole discretion to be inconsistent with the above representations and warranties, plagiarized, copied or fraudulent, to infringe upon existing Rights of others, or to be incomplete, damaged, obscene, offensive, promoting a particular political agenda, promoting drugs, or firearms/weapons, or otherwise unsuitable for any reason as determined in Sponsor's sole discretion.

11. **Sponsor's Use of Entries:** By entering the Sweepstakes, each entrant hereby grants to Sponsor an irrevocable, perpetual, royalty-free, worldwide, unlimited, non-exclusive, sub-licensable unrestricted right and license to use, review, reproduce, modify, distribute, publicly display, publicly perform, commercialize, and create derivative works of the entry, in whole or in part, in all media now existing or later developed without expectation of compensation or acknowledgement (other than a prize, if any, that is awarded as set forth in these Official Rules). Sponsor shall have no obligation to any entrant to make attribution with respect to an entry, retain any of the foregoing, or maintain any information or ideas contained therein, as confidential or proprietary.

12. **Right to Use Name, Likeness, and Other Identifying Information:** By entering the Sweepstakes, each entrant hereby irrevocably consents to the unlimited reproduction, distribution, display, performance, and other use by Sweepstakes Parties and their successors and assigns of his/her name; image; likeness; voice; entry; photo and video; biographical information; statements and quotes; stories and anecdotes provided; and all of his/her other personal or commercial attributes or identifying feature, which may or may not contain images of the entrant's family and friends (each, a "Likeness"), for any purposes directly or indirectly related to this Sweepstakes, and in any format or medium now existing or later developed. Each entrant hereby waives any and all rights of publicity and rights of privacy associated with Sponsor's use of a Likeness. Sponsor may, in its sole discretion, and without providing notice to or receiving consent from an entrant, modify, change, adapt, or otherwise alter a Likeness. Entrants shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of a Likeness. The rights granted under this Section 12 are without compensation or notification to the entrant of any kind, except as required by law, and shall extend to all entries, all other materials submitted by the entrant, and all other materials developed in connection with the Sweepstakes, regardless of whether they are developed by the entrant or another person or entity.

13. **General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction or if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right to amend these Official Rules at any time during the Sweepstakes. If the Sweepstakes is cancelled, Sponsor reserves the right to select the winners for the prizes from all eligible entries received prior to the cancellation. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. 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 any other promotion or in a bad faith or disruptive manner. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If a potential winning entry is made online, that potential winner may be required to provide Sponsor with proof that the potential winner is the authorized account holder of the e-mail address associated with the potential winning entry or account.

14. **Limitations of Liability:** The Sweepstakes Parties as set forth above are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any Prize. If for any reason an Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Entry in the Sweepstakes, provided that if it is not possible to award another Entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the Prizes offered herein. Entrant further agrees and acknowledges that Sponsor reserves the right to forfeit or award any unclaimed or leftover Prize at its sole discretion. Persons found tampering with or abusing any aspect of the Sweepstakes, as solely determined by the Sweepstakes Parties, will be disqualified and entry material/data that has been tampered with or altered is void. Any use of robotic, automatic, programmed, or like entry methods or the use of multiple accounts to make entries will void all entries affected by such methods and be deemed tampering. You are prohibited from assisting or encouraging anyone to make more than one entry. If disqualified for any of the above abuses, Sponsor reserves the right to terminate such person's eligibility to participate in the Sweepstakes. Sponsor is not responsible for any problem with a Sweepstakes entry generated by computer hardware or software malfunction, error, or failure. ANY ATTEMPT BY AN INDIVIDUAL 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, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE EXTENT PERMITTED BY LAW.

15. **Disputes/Governing Law:** Entrants agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, other than those concerning the administration of the Sweepstakes or the determination of winner, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate Minnesota State Court; (iii) no punitive, incidental, special, consequential, or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"); and (iv) entrant waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. Under no circumstances shall any Sweepstakes Party's aggregate liability to an entrant of the Sweepstakes exceed One Dollar (\$1.00). All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsors 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 (whether of the State of Minnesota or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.

16. **Sweepstakes Winners:** For the Sweepstakes Winners' names, see the MGM Wine & Spirits Facebook page.

17. **Official Rules:** For a copy of these Official Rules, see the MGM Wine & Spirits Facebook page through the Sweepstakes Period.

18. **Sponsor:** The sponsor of this Sweepstakes is M.G.M. Liquor Stores, Inc., 2550 University Avenue West, Suite 230S, St. Paul, Minnesota 55114 (the "Sponsor").