

**Union Depot Twin Cities Marathon Entry Sweepstakes  
Official Rules**

**NO PURCHASE NECESSARY.  
PURCHASE WILL NOT IMPROVE CHANCES OF WINNING**

1. **How to Enter:** To enter, visit Union Depot page on Facebook ("Web site") from 9:00:00 a.m. Central Time ("CT") on July 23, 2018 and 11:59:59 p.m. CT on August 16, 2018, find and complete the entry form, which includes your name, email address, date of birth, state where you reside, zip code, and daytime telephone number. Once you have completed the entry form, click "submit" to be entered into the Random Drawing. Limit one (1) entry per person/email address via this method of entry. However, to receive additional entries in the Sweepstakes, upon submitting your entry form, you will be shown options to share the Sweepstakes through Twitter, email or Facebook and for each referred friend who successfully submits and entry form, you will receive one (1) additional entry into the Sweepstakes. All entries must be received by 11:59:59 p.m. CT on August 16, 2018 to be entered into the Random Drawing.

**This Sweepstakes is not sponsored, endorsed, administered by or associated with Facebook. By entering, you are providing your information to Sponsor and not to Facebook.**

2. **Random Drawing:** A random drawing will be conducted on or about August 17, 2018 from among all eligible entries received to determine the winner. Decisions of judges are final and binding. Odds of winning depend on the number of entries received. Administrator will conduct the random drawing. Winner will be notified by telephone, or email on or about the date of the drawing. Administrator will make up to **2 attempts** on the day of the random drawing to contact the potential winner. If the potential winner cannot be contacted after 2 attempts on the day of the random drawing, that potential winner will forfeit the prize, and the prize may be awarded to an alternate winner, time permitting. Upon winner verification, the winners will each receive a special PROMO code to use to go to the Twin Cities Marathon website to register. All unclaimed prizes remain the property of Sponsor.
3. **Prizes & Approximate Retail Values ("ARVs"):** **Two (2) Grand Prizes** – One (1) entry into the 2018 Twin Cities Marathon. ARV: \$175.00 each. **Two (2) First Prizes** – One (1) entry into the 2018 Medtronic TC10 Mile Race. ARV: \$80.00 each. By entering and accepting a Prize, each Prize winner represents and warrants that he/she is in good physical condition and able to participate in the applicable race, and that he/she has been cleared by his/her physician to participate in the applicable race.
4. **ASSUMPTION OF RISK:** The winners hereby represent, on behalf of himself/herself, and Sponsor and Administrator rely upon such representation, that the winner (a) is familiar with and has knowledge of the possible risks, dangers, hazards and perils involved in the race, (b) understands and acknowledges that running in a long distance race may be dangerous and may expose the winner and his/her guest to injury, disability, death and liability, and (c) hereby fully assume any and all responsibilities, liabilities and risks arising from, related to, or connected

with the race, including, without limitation, serious injury, temporary or permanent disability and death, regardless of the causes. EACH WINNER ON BEHALF OF HIMSELF OR HERSELF, HIS/HER HEIRS, ASSIGNS AND PERSONAL REPRESENTATIVES, VOLUNTARILY ELECTS TO ACCEPT ALL RISKS arising from, related to, or connected with the race.

5. **Eligibility:** Open and offered only to legal residents of the Minnesota and Wisconsin who are 18 years of age or older and has not yet registered to run in either the 2018 Twin Cities Marathon or the Medtronic TC10 Mile race Employees and directors of Union Depot (collectively, "Sponsor"), 2060 Digital, LLC d/b/a Hubbard Interactive ("Administrator"), Medtronic, Twin Cities Marathon, Hubbard Radio, LLC, 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. Void where prohibited.
6. **LIMITATION OF LIABILITY:** By participating in this Sweepstakes, Entrants agree that the Sweepstakes Entities and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents ("Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, postage due or undeliverable email notifications; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/website/UseNet accessibility, availability or traffic congestion; or any technical, mechanical, printing or typographical or other error; or unauthorized human intervention; or the failure to capture or loss of any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes, and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the website or any Sweepstakes-related website(s). This Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his or her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iv) to forever and irrevocably agree to release, defend, indemnify and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including but not limited to any Sweepstakes-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) typographical or printing errors in these Official Rules or any Sweepstakes materials; (d) acceptance,

receipt, delivery of, possession, defects in, use, nonuse, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (e) any change in prizes (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including but not limited to any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action[s], regulation[s], order[s] or request[s] prove[s] to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slowdown, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules; (f) any interruptions in or postponement, cancellation or modification of the Sweepstakes; (g) human error; (h) incorrect or inaccurate transcription, receipt or transmission of any part of any entry; (i) any technical malfunctions or unavailability of a website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider or mail service utilized by any of the Released Parties or by an entrant; (j) interruption or inability to access the Sweepstakes or any online service via the Internet due to hardware or software compatibility problems.

7. **DISPUTES:** Entrant 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) 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 (iv) 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 LIMITATIONS 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 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.
8. **PRIVACY POLICY:** Any personally identifiable information collected during an entrant's participation in the Sweepstakes will be collected by Sponsor or its designee and used by Sponsor, its affiliates, designees, agents and marketers for purposes of the proper administration and fulfillment of the Sweepstakes as

described in these Official Rules and in accordance with Administrator's Privacy Policy as stated at <http://corporate.hubbardradio.com/privacy-policy/>.

9. **GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the email address associated with the entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of any conflict with any Sweepstakes details contained in these Official Rules, the details of the Sweepstakes as set forth in these Official Rules shall prevail.
10. **WINNER LIST/OFFICIAL RULES:** For the name of the winner, send a hand-printed, self-addressed, stamped envelope ("SASE") to: Union Depot Twin Cities Marathon Sweepstakes Winner's List/Official Rules (designate which), c/o 2060 Digital, LLC d/b/a Hubbard Interactive, 3415 University Avenue, St. Paul, MN 55114. The requests must be received by August 23, 2018. Or, to see the Official Rules without sending a SASE, see the Website.
10. **Sponsor:** Union Depot, 214 4th St E, St Paul, MN 55101.