

**Xcel Energy Center and National Collegiate Hockey Conference "Live Like A Captain Sweepstakes" 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 and National Collegiate Hockey Conference "Live Like a Captain 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 twenty-one (21) 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 National Collegiate Hockey Conference and/or Diageo Americas, Inc. (collectively the "Sweepstakes Entities"), 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. Employees, officers and directors of alcohol beverage suppliers, importers, wholesalers, distributors or retailers, and the immediate families (as defined above) or members of the same household (whether related or not) of each such employee, officer and director, are also 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 7:00 a.m. Central Time ("CT") on Wednesday, February 20th 2019, and ends at 11:59 p.m. CT on Sunday, March 10, 2019 ("Sweepstakes Period"). Internet access and account on Twitter or Instagram are required to enter the Sweepstakes.\* Xcel's computer is the official timekeeping device for the Sweepstakes.

\*A Twitter or Instagram account may be opened without charge. But, for Instagram, a compatible mobile device IS required. If participating via mobile device, wireless Internet access and/or other fees may apply. Please consult your wireless service provider regarding your pricing plan. Not all cellular phone providers carry necessary service to enter via mobile device. Wireless Internet access is not available in all areas.

**Sweepstakes Entities reserve the right to alter, suspend, modify or terminate the Sweepstakes including the Sweepstakes Period in their sole discretion and without notice for any reason.**

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

- a. **TO ENTER VIA TWITTER:** Tweet a photo on your public Twitter account of you showing your NCHC hockey fanhood with the hashtags #NCHCHockey, #LikeACaptain, and #Contest‡. In order for the entry to be valid, entrants must be following the Twitter account @TheNCHC as well as the Twitter account @CaptainMorganUS‡.
- b. **TO ENTER VIA INSTAGRAM:** During an Entry Period, share a photo on your public Instagram account showing your NCHC hockey fanhood with the hashtags #NCHCHockey and #LikeACaptain, and #Contest‡. In order for the entry to be valid, entrants must be following the Instagram account @TheNCHC as well as the Instagram account @captainmorganUSA‡.

**† The #Contest hashtag is required so as to designate that by posting a photo you are participating in a promotional contest sponsored by Diageo Americas, Inc., Xcel Energy Center and the National Collegiate Hockey Conference to advertise their respective goods/services. If the #Contest hashtag is omitted or inaccurate, posting of photo will NOT result in entry.**

**‡ You must follow the official Captain Morgan account on Instagram or Twitter so as to confirm that you are at least 21 years of age. If you do not follow the official Captain Morgan account on the social media platform on which you have posted a photo, you will NOT be entered.**

Limit of one (1) entry per person regardless of method of entry. Receipt of entry may be acknowledged, but any such acknowledgment is not otherwise binding upon Sweepstakes Entities. Any other attempted form of entry not specified herein is prohibited; no automatic, programmed, robotic or similar means of entry are permitted.

Sweepstakes Entities are not responsible for technical difficulties, telephone or cell phone service disruptions or other equipment or service issues which might affect the ability of a person to enter the Sweepstakes or the ability of Xcel to notify the winners.

In the event of dispute, entry will be deemed made by the owner of the e-mail address associated with the Twitter or Instagram account used to enter the Sweepstakes. The authorized account holder is the natural person who is assigned to the e-mail address by an internet access provider, online service, or other organization that is responsible for assigning e-mail addresses.

Any content, material or information included in photo shall not be confidential, proprietary or trade secret. Prospective entrant represents and warrants that the photo is their sole, original work and that it does not infringe upon the rights of any other party, including but not limited to any intellectual property, trade secret or other proprietary rights of any other party. No photo shall (a) depict/reference persons consuming alcoholic beverages; (b) depict/reference persons conducting themselves in an inappropriate manner; (c) contain material that would imply that the consumption of alcoholic beverages is acceptable before or while operating machinery, driving a vehicle or undertaking any other activity that requires a high degree of alertness or physical coordination; (d) contain any material that would degrade or demean the human form, image or status of women, men or the members of any group based on race, religion, ethnic background, sexual orientation or any other minority status; or (e) include a reference to any person who is or may be under 21 years of age. In addition, photo cannot contain full or partial nudity, defined as the display of the genitals, pubic area, vulva, anus, or anal cleft with less than a fully opaque covering or the showing of the breast with less than a fully opaque covering of any part of the nipple, or any lewd or sexually suggestive gesture. Obscene, provocative, lewd or otherwise objectionable content or those which reflect poorly on the Xcel Energy Center, the National Collegiate Hockey Conference (or its member collegiate institutions) and/or Diageo Americas, Inc. (or its CAPTAIN MORGAN brand) are prohibited and will not result in Sweepstakes entry and the determination of the appropriateness of any photo is at the sole discretion of Sweepstakes Entities. A photo which is irrelevant to the theme of showing your NCHC hockey fanhood also will not result in Sweepstakes entry. Should Sweepstakes Entities identify any photos which are violative of the preceding requirements, Sweepstakes Entities reserve the right to petition Instagram or Twitter (as applicable) to remove such photos from their social

media platform and to otherwise take any and all necessary and appropriate actions so as to protect their respective legal rights (this is in addition to such photo not resulting in Sweepstakes entry).

PHOTOS POSTED BY PROSPECTIVE ENTRANTS REPRESENT SOLELY THE VIEWS/OPINIONS OF THE PROSPECTIVE ENTRANTS THEMSELVES AND DO NOT REFLECT THE VIEWS/OPINIONS OF SWEEPSTAKES ENTITIES IN ANY MANNER. SWEEPSTAKES ENTITIES WILL NOT REVIEW ANY PHOTO PRIOR TO THE POSTING OF SAME BY PROSPECTIVE ENTRANTS AND EXPRESSLY DISCLAIM ANY AND ALL LIABILITY IN CONJUNCTION THEREWITH.

**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 four (4) separate occurrences; on February 25, 2019, March 4, March 11 and March 12. Xcel will randomly select one (1) potential winner from among all eligible entries received up to and including the entry deadline for each drawing. (Non-winning entries WILL be retained for subsequent drawings, as applicable). There will be a total of four (4) winners during the Sweepstakes Period. Provided that the photo is compliance with these Official Rules, the content of photo will not be taken into account in the winner selection procedure.

Odds of winning a prize depend on the number of eligible entries received by Xcel for the applicable random drawing.

Each entrant selected must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Each potential winner will be notified via direct message from @TheNCHC. IT IS THE ENTRANT'S SOLE RESPONSIBILITY TO CONFIGURE HIS/HER PRIVACY SETTINGS SO AS TO ACCEPT DIRECT MESSAGES FROM @THENCHC. Sweepstakes Entities disclaim any and all liability under any legal theory for National Collegiate Hockey Conference's inability to contact potential winners via direct message. Each potential winner will 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"), accompanied by valid government issued photo identification (e.g., a driver's license) 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 (or such shorter time as indicated on winner notification/direct message) 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 may be selected by Xcel (time permitting). In such event, an alternate potential prize winner may 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.

Each guest of winner must be 21 years of age or older and must execute and return a notarized Liability Release and a Publicity Release (except where prohibited by law), accompanied by valid government issued photo identification (e.g., a driver's license) prior to prize award.

WINNER AND GUESTS AGREE THAT AN ELECTRONIC SIGNATURE/ AFFIRMATION OR FACSIMILE VERSION OF THE AFFIDAVIT OF ELIGIBILITY AND LIABILITY/PUBLICITY RELEASE (FOR WINNER) AND LIABILITY/ PUBLICITY RELEASE (FOR GUESTS) SHALL HAVE THE SAME LEGAL FORCE AND EFFECT AS A HAND-SIGNED DOCUMENT. NOTWITHSTANDING THE FOREGOING, SHOULD SWEEPSTAKES ENTITIES DETERMINE IN THEIR SOLE DISCRETION

THAT THE ELECTRONICALLY SIGNED/AFFIRMED/ FACSIMILE VERSION OF EITHER DOCUMENT IS NOT ACCEPTABLE, SWEEPSTAKES ENTITIES MAY CONDITION AWARD OF PRIZE (FOR WINNER) OR ACCOMPANYING WINNER TO TOURNAMENT (FOR GUESTS) ON RETURN OF THE ACTUAL HAND-SIGNED DOCUMENT.

Sweepstakes Entities reserves the right to conduct a background check of any criminal records of winners and their guests. To the extent necessary and permitted by law, winner and their guests shall authorize this background check. Sweepstakes Entities reserve the right, at their sole discretion, to disqualify a winner and his/her guests based on the background check.

**6. PRIZE.** Subject to the terms and conditions of these Official Rules, four (4) winners will receive a prize package consisting of up to four (4) lower level corner tickets to each game during the 2019 NCHC Frozen Faceoff Tournament at Xcel Energy Center in Saint Paul, Minnesota from March 22<sup>nd</sup>, 2019 through March 23<sup>rd</sup>, 2019 (that is, the two [2] semi-final games on March 22, 2019 as well as the third place game and championship game on March 23, 2019) The ARV of the prize package is \$380.00 per prize.

Seat location is of Sponsor's sole choosing but will be the same for all four (4) games of the Tournament. Tickets are subject to terms and conditions of use and venue restrictions apply. Tickets are only valid for this year's Tournament and are not intended for re-sale.

Alcohol beverages are not part of the prize. Winner and guests must conduct themselves at all times in a socially responsible, respectful and appropriate manner at Tournament; and, should winner and/or guest(s), as applicable, fail to do so, prize may be immediately terminated with ejection from the Xcel Energy Center, and Sweepstakes Entities may pursue legal sanctions against winner and/or guest(s).

If winner chooses to accept prize without the full complement of three (3) guests, or if guest(s) do not timely return a Liability Release and Publicity Release (where lawful) as discussed above, winner will receive only a quantity of tickets to the Tournament appropriate for him/herself and the number of guests actually attending the Tournament; and, winner will not receive any additional prize or compensation in conjunction therewith (and, the value of the prize will be reduced accordingly).

Any costs not specifically noted above in this Section 6 will be the sole responsibility of the prize winner and/or winner's guests, 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 prizes are 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.**

**Limit of one (1) prize per family, household or address.**

**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', including Diageo Americas, Inc.'s) 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' 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 prize(s) 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 they find 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, as well as Facebook, Inc./Instagram and Twitter, Inc. 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/garbled, corrupted, jumbled, inaccessible, damaged, mutilated, altered, incomplete, misdirected 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 (including filtering by or other operation of the functionality of Instagram or Twitter); (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 or mobile device, 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 winners of this Sweepstakes will be available through April 12, 2019 by sending a self-addressed postage-stamped envelope to "Xcel Energy Center NCHC Live Like a Captain Sweepstakes – Winners List Request", Xcel Energy Center, 199 Kellogg Boulevard W, Saint Paul, Minnesota 55102.

This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram or Twitter.

CAPTAIN MORGAN. Caribbean Rum With Natural Flavors. 35% Alc/Vol. Captain Morgan Rum Co., Norwalk, CT.

DRINK RESPONSIBLY. CAPTAIN'S ORDERS