By participating in any Sweepstakes promoted at <u>www.xcelenergycenter.com</u> (each, a "Sweepstakes" and collectively, the "Sweepstakes") promoted by @xcelenergycenter (the "Official Twitter Account""), <u>www.facebook.com/xcelenergycenter</u> (the "Official Facebook Account") or @xcelenergycenter (the "Official Instagram Account") (collectively, the "Official Accounts"), you agree to these Official Rules, which are a contract, so read them carefully before participating. Without limitation, this contract includes indemnities to the Released Parties (defined below) from you and a limitation of your rights and remedies. The details and requirements for entry or participation in any Sweepstakes shall be provided by the Official Accounts from time to time, in the discretion of Saint Paul Arena Company, LLC ("Sponsor"). You must follow the directions provided by Official Accounts and otherwise be bound by and follow these Official Rules to be eligible to receive a prize in connection with any Sweepstakes.

HOW TO ENTER: You may enter any Sweepstakes in one of four (4) ways: by completing the specified form at <u>www.xcelenegycenter.com</u>, via Twitter, via Facebook and via Instagram. Limit one (1) entry per person, per Sweepstakes. Additional entries beyond the specified limit will be void.

ELIGIBILITY: The Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older (except in the case of legal residents of certain

states/provinces where the legal age of majority is greater than eighteen (18) years of age, such legal age of majority) at the time of entry. Employees, officers, and directors (including immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and members of the same household, whether or not related) of the Sponsor and each of their respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the Sweepstakes are not eligible to participate or win a Prize (defined below). The Sweepstakes is subject to all applicable federal, state and local laws, rules and regulations. Void where prohibited or restricted by law, rule or regulatio

RANDOM DRAWING: Promptly following the end of the applicable Entry Period, the potential winner(s) of each Sweepstakes will be selected by Sponsor, in the manner indicated by Sponsor, from among all eligible entries received for the applicable Sweepstakes. Subject to verification of eligibility and compliance with the terms of these Official Rules, the potential winner(s) will be declared the official winner(s) of the applicable Sweepstakes (each, a "Winner" and collectively, the "Winners"). The decisions of Sponsor are final and binding on all matters relating to this Sweepstakes. Odds of winning depend on the total number of eligible entries received for the applicable

Sweepstakes. Limit one (1) Prize per person, family or household per Sweepstakes. PRIZES: The prize(s) and quantity of such prize(s) to be offered in each Sweepstakes (each, a "Prize" and collectively, the "Prizes") shall be identified by the www.xcelenergycenter.com. The approximate retail value of each Prize shall be \$25-500. Exact Prize details to be determined in the sole discretion of Sponsor. Prizes are nontransferable and non-assignable, with no cash redemptions except at Sponsor's sole and absolute discretion. Sponsor reserves the right to substitute any Prize (or any portion thereof) with one of comparable or greater value at its sole and absolute discretion. Each Winner is fully responsible for any and all applicable federal, state and local taxes (including income and withholding taxes). All costs and expenses associated with the Prize acceptance and use not specified by Sponsor as being provided, including but not limited to lodging, transportation costs, meals, gratuities and other expenses incurred by accepting the Prize are the sole responsibility of the Winners. Additional conditions for any Prize that includes event tickets: TRANSPORTATION TO/FROM ANY EVENT AND LODGING NOT INCLUDED. Each Winner's companions must be of legal age of majority in their jurisdictions of residence (and at least eighteen (18) years of age), unless accompanied by a parent or legal guardian. Event dates may be subject to change. Each Winner and his/her guest(s) agree to comply with all applicable venue regulations in connection with the Prize. Sponsor reserves the right to remove or to deny entry to any Winner and/or his/her guest(s) who engage(s) in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the event. Event tickets awarded as prizes may not be resold or offered for resale. Any such resale may result in disqualification and Prize forfeiture, and may invalidate the license granted by the event ticket(s).

NOTIFICATION: Each potential winner will be notified at either the e-mail address provided at the time of entry (the "**Prize Notification**"), or via social media platforms referenced herein. In the event that any potential winner does not respond to any such Prize Notification within twenty-four (24) hours of the time of issuance (or within the time specified by Sponsor, as applicable), fails to provide Sponsor all information necessary to receive the Prize or declines the Prize for any reason, a disqualification will result, the Prize will be forfeited and, at Sponsor's sole discretion and time permitting, an alternate potential winner may be randomly selected from among all remaining eligible entries for the applicable Sweepstakes. Each potential winner may be required to submit identification to Sponsor and may be required to execute, have notarized and return an Affidavit of Eligibility and Release of Liability and, unless prohibited by law, Publicity, within twenty-four (24) hours of the time of issuance (or within the time specified by Sponsor, as applicable). Failure to submit any identification required by Sponsor or to return the required documents within the specified time period, noncompliance with these Official Rules or the return of any Prize (or any portion thereof) or Prize Notification as undeliverable may result in disqualification and Prize forfeiture and, at Sponsor's sole discretion and time permitting, may cause an alternate potential winner to be randomly selected from among all remaining eligible entries for the applicable and return of any reason and may be required to execute.

WAIVER OF LIABILITY/PUBLICITY RELEASE: By participating in the Sweepstakes and submitting an entry, each entrant agrees to (i) be bound by these Official Rules, including all entry requirements, and (ii) waive any and all claims against the Saint Paul Arena Company, LLC, and each of their respective parents, affiliated companies, subsidiaries, officers, directors, employees, agents, licensees, distributors, dealers, retailers, printers, representatives and advertising and promotion agencies, and any and all other companies associated with the Sweepstakes, and all of their respective officers, directors, employees, agents and representatives (collectively, "Released Parties") for any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from the participation in the Sweepstakes or from the receipt or use of any Prize (or any portion thereof) or any travel or activity related to the receipt or use of any Prize (or any portion thereof). By entering any Sweepstakes, each entrant gives his/her express permission to be contacted by Sponsor by telephone, e-mail and/or postal mail for Sweepstakes purposes. Each Winner, by acceptance of the Prize, grants to Sponsor and its designees the right to publicize such Winner's name, location (city and state of residence), photograph, voice, statements and/or other likeness and prize information for advertising, promotional, trade and/or any other purpose in any media or format now known or hereafter devised, throughout the world, in perpetuity, without limitation and without further compensation, consideration, permission or notification, unless prohibited by law.

GENERAL CONDITIONS: Released Parties are not responsible for late, incomplete, illegible, inaccurate, misdirected, lost, scrambled, damaged, delayed, undelivered or garbled entries, transmissions, e-mail or mail; or for lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider (ISP), wireless network, website, or other connections including those through and/or by any website, availability or accessibility or miscommunications or failed computer, satellite, telephone, cable or wireless transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; any error, omission, interruption, defect or delay in transmission, processing, or communication; non-delivery; misdirected, blocked, or delayed e-mail notifications; printing, typographical or other errors appearing within these Official Rules, in any Sweepstakes-related advertisements or other materials; or any other errors, problems or difficulties of any kind whether human, mechanical, electronic, network, computer, telephone, mail, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the Prize or in any Sweepstakes-related materials, or the cancellation or postponement of any game, event or exhibition. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Sweepstakes or website or attempt to undermine the legitimate operation of the Sweepstakes by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or any representative of Sponsor or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Any attempt to deliberately damage the content or operation of any Sweepstakes is unlawful and subject to legal action by Sponsor and/or its agents. Sponsor shall have the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the Sweepstakes, and to resolve all disputes in its sole discretion. Released Parties (i) make no warranty, guaranty or representation of any kind concerning any Prize (or any portion thereof), and (ii) disclaim any implied warranty. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Sponsor reserves the right, in its sole discretion, to cancel or suspend any Sweepstakes (or any portion thereof) should virus, bugs, unauthorized human intervention, or other causes corrupt administration, security, fairness, integrity or proper operation of the Sweepstakes (or any portion thereof). In the event of cancellation, Sponsor may elect to identify the Winner(s) and award the Prize(s) by way of random drawing from among all non-suspect, eligible entries received up to the time of such cancellation. Sponsor reserves the right, in its sole discretion, to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes or discontinue the Sweepstakes at any time without notice.

CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THE SWEEPSTAKES OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF ANY SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH ENTRANT, AND SPONSOR AND/OR ITS AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

As a condition of entering any Sweepstakes, each entrant agrees that (A) any and all disputes, claims, controversies or causes of action arising out of or relating to the Sweepstakes, or any prizes awarded (each, a "Claim"), shall be (1) arbitrated on an individual basis only, and shall not be consolidated or joined with or in any arbitration or other proceeding involving a Claim of any other party, and (2) settled by binding arbitration in Saint Paul, Minnesota before a single arbitrator appointed by the American Arbitration Association in accordance with its then governing rules and procedures, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof; and (B) under no circumstance will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses. These Official Rules shall be governed by and construed and interpreted in accordance with the laws of the State of Minnesota, applicable to contracts entered into and performed exclusively in that State.

WINNERS' LIST: For a list of Winners, mail a request and self-addressed stamped envelope to: Saint Paul Arena Company Winners, 175 W. Kellogg Blvd. Suite 501, Saint Paul, MN, 55102.

SPONSOR: The Sponsor of this Sweepstakes is Saint Paul Arena Company, 175 W. Kellogg Blvd. Suite 501, Saint Paul, MN, 55102.