

# SWEEPSTAKES OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

- 1. ELIGIBILITY:** The 2018 Downtown Point Holiday Window Sweepstakes (“Sweepstakes”) is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Stevens Point Alliance member businesses and other companies associated with the promotion of the Sweepstakes, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Sweepstakes is subject to federal, state, and local laws and regulations. Void where prohibited.
- 2. SPONSOR:** The Sweepstakes is sponsored by Stevens Point Alliance, Inc. (“Sponsor”), PO Box 675, Stevens Point, WI 54481 and is administered by Wildcard Corp. (“Administrator”), 1324 Centerpoint Dr, Stevens Point, WI 54481.
- 3. AGREEMENT TO OFFICIAL RULES:** Participation in the Sweepstakes constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.
- 4. SWEEPSTAKES PERIOD:** The Sweepstakes begins on November 16, 2018 at 12:00PM Central Time (CT). and ends on December 1, 2018 at 11:59:59 PM CT (“Sweepstakes Period”). Entries that are submitted before or after the Sweepstakes Period will be disqualified. The Administrator’s computer is the Sweepstakes official clock. Submissions will be accepted for the duration of the Sweepstakes using any of the following methods:
- 5. HOW TO ENTER:** During the Sweepstakes Period, there are two (2) ways to enter the Sweepstakes by voting for one’s favorite holiday window:

- a. **SMS Text Message Entry**: Locate the signage on the participating business storefront displaying the business's unique ID (the unique ID will change for each participating business location). Using a SMS-enabled mobile device, an entrant must text message their vote's unique ID to 1-608-819-3961. Standard text messaging and data rates may apply to send and receive transmissions associated with Text Entry. Entry may not be possible on all wireless carriers. Copying, sharing, posting or disseminating a business's unique ID for any purpose other than your own SMS Text Message Entry is strictly prohibited. Entrants suspected of violating this condition or obtaining a business's unique ID from any source other than participating business location signage may be disqualified. NOTE: Proof of text message submission does not constitute proof of delivery or receipt of the text message.
  
- b. **Website Survey Entry**: Visit the Downtown Point website ([downtownstevenspoint.org](http://downtownstevenspoint.org)) and complete the Holiday Window survey with all required contact information, including first and last name, email address, phone number and selecting the name of the participating business in which you are voting for. Data rates may apply if you are using your mobile phone to access the website survey.

**Entry Limit:** Limit of one (1) entry per person for the duration of the Sweepstakes Period, regardless of the method of entry. If more than one (1) entry is received from the same person, telephone number, and/or email address, only the last entry received may be considered valid. All entries become the property of Administrator and will not be acknowledged or returned.

6. **RANDOM DRAWING:** On or about December 3, 2018, one (1) potential winner will be selected in a random drawing from among all eligible SMS Text Message Entries and Website Survey Entries received by the Administrator during the Sweepstakes Period. The odds of being selected depend on the number of entries received during the Sweepstakes Period.
  
7. **WINNER NOTIFICATION:** Potential winner will be notified by telephone (if entered via SMS Text Message entry) or by email (if entered via Website Survey entry) on or about December 4, 2018. Administrator shall have no liability for any winner notification that is

lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within seventy-two (72) hours of the first notification attempt, or if the prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his/her prize and an alternative winner may be selected. Administrator, in its sole discretion, will attempt to contact up to three (3) potential winners of prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. If any potential winner is found ineligible, or if he/she has not complied with these Official Rules or declines the prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected.

8. **PRIZE:** One (1) Fifty Dollar (\$50) Gift Voucher for use at any business member of the Stevens Point Alliance, Inc.
  
9. **GENERAL:** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problems, or in the event the Sweepstakes is unable to run as planned for any other reason, as determined by the Administrator in its sole discretion, the Administrator may, in its sole discretion, either (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Sweepstakes and, in the event of termination, award the prize at random from the eligible, non-suspect entries received up to the time of the impairment. The Administrator 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 in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Sweepstakes may be in violation of criminal and civil law, and, should such an attempt be made, the Administrator reserves the right to seek damages (including attorney's fees) and any other remedies from such person to the fullest extent permitted by law. Failure by the Administrator to enforce any provision of these Official Rules shall not constitute a waiver of that provision.
  
10. **RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Sweepstakes, entrants agree to release and hold harmless the Sponsor, and such of their respective

parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Sweepstakes and each of their respective officers, directors, employees, shareholders, representatives, and agents (the "Released Parties") from and against any claims of action arising out of participation in the Sweepstakes or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to (a) any technical errors associated with the Sweepstakes, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunication or failed computer, satellite, telephone, cellular tower or cable transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Sweepstakes; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) any other errors or problems in connection with the Sweepstakes, including, without limitation, errors that may occur in the administration of the Sweepstakes, the announcement of the winner, the cancellation or postponement of the event and/or the flyover, if applicable, or in any Sweepstakes related materials; or (e) injury, death, losses or damages of any kind, to the persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Sweepstakes or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action the Released Parties liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

11. **DISPUTES:** All decisions of the Sponsor in regards to this Sweepstakes are final. Except where prohibited, each entrant and the winner accepting the prize agrees that: (a) all issues and questions concerning these rules will be governed by Wisconsin law without giving effect to any conflicts of law principles of any jurisdiction; (b) any and all disputes, claims and causes of action at law or in equity arising out of or relating to the Sweepstakes or prize awarded must be (i) resolved immediately, without resort to any form of class action and (ii) filed only in the state courts situated in Wisconsin, and entrant hereby consents and submits to the personal jurisdiction of such courts for the

purposes of litigating any such disputes, claims or causes of action; (c) any and all claims, judgements and awards will be limited to actual out-of-pocket costs incurred, but in no event attorney's fees; and (d) under no circumstances will any entrant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental, special, 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 for limitations on the ability to pursue class action remedies, or certain kinds of damages, and so these limitations may not apply to you.

12. **SOCIAL MEDIA PROMOTION:** Although the Sweepstakes may be featured on Facebook and/or other social media platforms, the Sweepstakes is in no way sponsored, endorsed, administered by, or in association with Facebook and/or such other social media platforms and you agree that Facebook and all other social media platforms are not liable in any ways for any claims, damages or losses associated with the Sweepstakes.

13. **WINNER LIST:** To request the name of the winner send a self-addressed stamped envelope to Stevens Point Alliance, Inc. PO Box 675, Stevens Point, WI 54481. Winner list requests must be received no later than December 28, 2018.