

**Bloomington Minnesota Travel & Tourism
2025 Group RFP Giveaway
Official Rules**

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING.

1. **GIVEAWAY DESCRIPTION:** Bloomington Minnesota Travel & Tourism's Group RFP Giveaway (the "Giveaway") is sponsored by the Bloomington Minnesota Travel & Tourism located at 2131 Lindau Lane, Suite 420, Bloomington, MN 55425, USA (the "Sponsor").

2. **ELIGIBILITY:** The Giveaway is open to individual persons who are at least eighteen (18) years old at the time of RFP submission, who are legal residents of the United States or Canada (excluding the Province of Quebec), and who are not otherwise prohibited from participating in the Giveaway as provided in these Official Rules (the "Entrants"). The Giveaway is subject to all applicable local, state, and federal laws and regulations, and is void outside the United States and Canada and in the Province of Quebec, Canada and where otherwise prohibited or restricted by law. Any employees, officers, directors, or representatives of the Sponsor (including its divisions, subsidiaries, affiliates, and advertising or promotional agencies) or suppliers (including their respective divisions, subsidiaries, affiliates, and advertising or promotional agencies) providing the Prize or other materials or services in connection with the Giveaway or any person acting in an official capacity for or on behalf of any governmental entity or organization, branch of any government, government department or agency, or political party (whether local, state, or federal), including, but not limited to, a government-owned or controlled company, and the immediate family members (defined as parents, spouses, children, siblings, grandparents, and their respective spouses) or members of the same household (whether or not related) of any of the foregoing are not eligible to enter the Giveaway or win the Prize.

3. **GIVEAWAY PERIOD:** The RFP submission period for the Giveaway begins at 12:00 a.m. Central Time ("CT") on Wednesday, March 12, 2025 and ends at 11:59 p.m. CT on Saturday, May 31, 2025. (the "Giveaway Period").

HOW TO ENTER: To enter the Giveaway, go to <https://www.bloomingtonmn.org/group-incentive-giveaway/> (the "Giveaway Website") and follow the online instructions to access the Bloomington Minnesota Travel & Tourism RFP submission form and the Cvent site. A complete RFP submission consists of the following which must be provided on the RFP submission form: contact information, event information. For Cvent, Bloomington Minnesota Travel & Tourism must be sourced on the RFP.

All RFP submissions must be in the English language. Incomplete RFPs or BMTT is not sourced are void. Proof of RFP submission will not be deemed proof of receipt by the Sponsor. Multiple RFPs per person can be submitted as long as each RFP is for a unique event. RFP submissions received in excess of the stated limitation will be void. The Sponsor will not accept RFP submissions by phone, mail, email, fax, or any other method not specifically permitted herein or if not received during the Giveaway Period.

4. **SELECTION OF PRIZE WINNER(S):** On or about June 2, 2025 one (1) grand prize winner, (1) second place winner, and (1) third place winner will be randomly selected from among all eligible RFP submissions received during the Giveaway Period. In order to be declared a winner by the Sponsor, the potential winner must be in compliance with these Official Rules and, in particular, the following:

a. A representative of the Sponsor must be able to reach the potential winner independently by email informing him/her that he/she is the potential winner subject to complying with the Official Rules. The potential winner is required to respond to the email notification within a forty-eight (48) hour period of the sending of the email. The potential winner shall receive an email confirmation that his/her email response was received soon after. If the potential winner is unreachable during this timeframe, such potential winner forfeits his/her Prize and another potential winner shall be selected from the remaining eligible RFP submissions and the same procedure shall be followed as noted in these Official Rules. Return of email prize notification as undeliverable may result in disqualification and an alternate potential winner may be drawn.

b. The potential winner must complete, sign, and return a standard form Affidavit of Eligibility, Release of Liability, and (where permitted by law) a Publicity Release prepared by the Sponsor within three (3) business days from the date on which the form is sent to the potential winner. If the potential winner is a Canadian resident (excluding the Province of Quebec), he/she must answer an unaided time-limited arithmetic skill-testing question as an additional condition to receiving the Prize.

c. The winner will be contacted via email as provided in the RFP submission form. The winner will be required to furnish proof of official government photo identification such as a driver's license or passport.

If a potential winner is not in compliance with these Official Rules, the Sponsor reserves the right to disqualify such Entrant from the Giveaway and randomly select further Entrant(s) from the remaining eligible RFP submissions until a winner is finally declared. The Sponsor reserves the right not to award the Prize if the Sponsor is unable to declare a potential winner a winner within a reasonable timeframe, which shall be subject to the Sponsor's sole discretion. All RFP submissions become the sole property of, and are subject to verification by, the Sponsor and in no case shall be acknowledged or returned to the Entrant except for the potential winner, who will be contacted by email.

5. **ODDS OF WINNING:** Odds of winning the Prizes depend on the number of eligible RFP submissions received during the Giveaway Period.

6. **PRIZE:** In the Giveaway, one (1) grand prize winner, (1) second prize winner, and (1) third prize winner will be awarded the following:

Grand Prize:

- Salsa Confluence Flat Bar Altus eBike manufactured by QBP in Bloomington, MN
Total prize approximate value: \$2,499.⁰⁰ USD

Second Place Prize:

- Yeti Tundra Cooler
- Total ADV: \$300.⁰⁰

Third Place Prize:

- \$200 VISA Gift Card
- Total ADV: \$200.⁰⁰

7. **COSTS AND EXPENSES; DOCUMENTATION:** Winner will be responsible for all (a) costs and expenses associated with Prize acceptance except for the cost of the item and shipping and use not specified herein as being provided by the Sponsor and (b) providing any tax statements to the Sponsor in connection with the Prize, including, but not limited to, an IRS W-9 form (for U.S. resident winners) or IRS W8-BEN form (for non-U.S. resident winners). Any unused portion of the Prize is forfeited and not redeemable for cash value. Winner must comply with all venue rules and regulations. Failure to do so may result in forfeiture of all or part of the Prize. Prize is awarded "as is" with no warranty or guarantee, either express or implied. All Prize details are at Sponsor's sole discretion. Prize must be accepted as awarded and may not be transferred or substituted or converted to cash, except the Sponsor reserves the right, in its sole discretion, to cancel or substitute any portion or all of the Prize for its ARV or a prize of approximately the same ARV.

8. **PUBLICITY; PERSONAL INFORMATION:** By entering the Giveaway, each Entrant irrevocably consents to the Sponsor's and its designees' use of such Entrant's name, city of residence, country of residence, photograph, voice, statement, and image for any publicity and advertising purposes, in any and all media, now or hereafter devised, worldwide in perpetuity, without additional notification, permission, or compensation, except where prohibited by applicable law. Each Entrant hereby waives any and all rights of publicity and rights of privacy associated with Sponsor's and its designees' use of the foregoing information in the foregoing manner, to the extent permitted by applicable law.

The Entrants provide personal information on the RFP submission forms. The Sponsor collects and uses this information (a) to administer the Giveaway; (b) for market research and other marketing purposes; and (c) to fulfill the Entrant's requests for the Sponsor's or its Prize suppliers' products, programs, and services, to respond to the Entrant's inquiries about such offerings, to offer the Entrant other products, programs, or services that the Sponsor or its Prize suppliers believe may be of interest to the Entrant, to enforce the legal terms that govern the use of the Giveaway Website, and/or for the purposes for which the Entrant provides the personal information. The Sponsor may share this personal information with third parties who need access to this information to perform services on the Sponsor's behalf. You have the right of opposition to the data collection. To exercise such right, write to the Sponsor at 2131 Lindau Lane, Suite 420, Bloomington, MN 55425 USA.

9. **GENERAL:**

a. In the event of a conflict between these Official Rules and any instructions or interpretation of these Official Rules given by an employee of the Sponsor, these Official Rules shall

govern and control. In the event of a conflict between these Official Rules and disclosures or other statements contained in any Giveaway-related materials, including, but not limited to, the Giveaway RFP submission form, Giveaway Website, or print or online advertising, these Official Rules shall govern and control. By entering this Giveaway, the Entrants agree to be bound by and accept these Official Rules and the decisions of the Sponsor (including, but not limited to, decisions regarding eligibility of RFP submissions, the selection of the winner, and the awarding of the Prize), which are final and binding in all respects. The Sponsor may amend these Official Rules at any time without notice to or the consent of the Entrants. The Sponsor reserves the right, in its sole discretion, to terminate, modify, or suspend the Giveaway if, in the Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Giveaway, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties, or failures or any other factor beyond the Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Giveaway. In such event, the Sponsor reserves the right in its sole discretion to award the Prize at random from among eligible, non-suspect RFP submissions received up to the time of suspected impairment.

b. Normal Internet access and usage charges imposed by accessing the Giveaway Website will apply. The Sponsor and its suppliers providing the Prize or other materials or services in connection with this Giveaway, and their respective parents, divisions, subsidiaries, affiliates, and advertising or promotional agencies, MOAC Mall Holdings LLC, and all of their respective parents, divisions, subsidiaries, affiliates, employees, agents, representatives, officers, and directors (collectively, "Released Parties") assume no responsibility or liability for: (1) RFP submissions that are lost, stolen, late, delayed, damaged, mutilated, garbled, incomplete, inaccurate, or misdirected; (2) any problems or technical malfunctions of any network, unavailable network connection, failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications (regardless of whether caused by the sender or by any of the equipment or programming associated with or utilized in this Giveaway), human error in the processing of RFP submissions in this Giveaway, computer online systems or servers, computer software problems, traffic congestion on the internet or at any website, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing, or otherwise relating to or in connection with the Giveaway including, but not limited to, the Giveaway Website, errors or difficulties which may occur in connection with the administration of the Giveaway, the processing of RFP submissions, the announcement of the Prize, or in any Giveaway-related materials; and (3) damage to the Entrant's or any person's computer or for breaches of privacy due to interference by third party computer "hackers", arising as a result of participating in this Giveaway. In the event of a dispute as to who submitted an RFP submission, the RFP submission will be declared made by the Authorized Account Holder of the email address submitted at the time of RFP submission and he/she must comply with these Official Rules. "Authorized Account Holder" is defined as the individual to whom an email address is assigned by the organization that is responsible for the domain. Should any portion of the Giveaway, in Sponsor's sole discretion, be compromised by virus, software defects, non-authorized human intervention, or other causes thus corrupting or impairing administration, security, fairness, or proper play of this Giveaway, or submission of RFP submissions, the Sponsor may suspend, modify, or terminate the Giveaway and, if terminated, randomly select the potential winner from among all valid non-suspect, eligible RFP submissions received prior to such action and follow these Official Rules and procedures noted herein.

c. The Released Parties are not responsible for any problem with a Giveaway RFP submission generated by computer hardware or software malfunction, error, or failure or any printing/production errors. The Released Parties shall not be liable in the event weather conditions, event cancellations, or other reasons beyond its control prevent all or part of the Prize from being fulfilled or used. By entering the Giveaway, each Entrant releases and holds harmless the Released Parties from any damage, loss, or liability suffered, including personal injury or property damage, as a result of or arising, in whole or in part, directly or indirectly, from the Entrant's participation in the Giveaway or the acceptance and use of the Prize (including any travel or activity related thereto).

d. ANY ATTEMPT TO TAMPER WITH THE RFP SUBMISSION PROCESS, INTERFERE WITH THE GIVEAWAY, DELIBERATELY DAMAGE ANY WEBSITE, INCLUDING, BUT NOT LIMITED TO, THE GIVEAWAY WEBSITE, OR UNDERMINE THE ADMINISTRATION, SECURITY, OR LEGITIMATE OPERATION OF THE GIVEAWAY, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND/OR OTHER RELIEF (INCLUDING ATTORNEYS' FEES) FROM ALL PERSONS RESPONSIBLE FOR SUCH ACTS TO THE FULLEST EXTENT PERMITTED BY LAW, WHICH MAY INCLUDE BANNING OR DISQUALIFYING ENTRANTS FROM THIS AND FUTURE GIVEAWAY CONDUCTED BY THE SPONSOR. The Sponsor reserves the right in its sole discretion to disqualify any Entrant, and remove such Entrant's RFP submission from the Giveaway, who tampers with the RFP submission process or the operation of the Giveaway, or causes another to do so, or who acts in violation of these Official Rules or any applicable law or regulation.

e. The invalidity or unenforceability of any provision of these Official 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 Official Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein. Each Entrant agrees that the Giveaway shall be governed by the laws of the State of Minnesota, USA and: (1) any and all disputes, claims, and causes of action arising out of or connected with the Giveaway shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Hennepin County, Minnesota, USA; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees, except as provided in Section 10.d.; (3) no punitive, incidental, special, consequential, or other damages, including, but not limited to, lost profits may be awarded (collectively, "Special Damages"); and (4) each Entrant hereby waives all rights to claim Special Damages. Under no circumstances shall the Released Parties' aggregate liability to any Entrant of the Giveaway exceed One Dollar (US \$1.00).

10. **OFFICIAL RULES; WINNER'S LIST:** The Official Rules are available on the Giveaway Website and may also be requested by sending a self-addressed stamped envelope to the Sponsor at the address below by December 31, 2025. To request the name of the winner, send a self-addressed stamped envelope by December 31, 2025 to:

*Bloomington Minnesota Travel & Tourism
2131 Lindau Lane, Suite 420
Bloomington, MN 55425*