

## **\$20 Dick's Sporting Goods Gift Certificate SWEEPSTAKES**

### **Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE CHANCES OF WINNING. \$20 Dick's Sporting Goods Gift Certificate SWEEPSTAKES (THE "SWEEPSTAKES ") AND ANY ADVERTISEMENT RELATING THERETO IS INTENDED FOR PARTICIPATION ONLY WITHIN THE CONTIGUOUS UNITED STATES (THE "TERRITORY") AND SHALL BE CONSTRUED ACCORDING TO, AND GOVERNED EXCLUSIVELY BY ILLINOIS STATE LAW. DO NOT PARTICIPATE IN THIS SWEEPSTAKES IF YOU ARE NOT A LEGAL RESIDENT WITHIN THE TERRITORY, PHYSICALLY LOCATED WITHIN THE TERRITORY AT THE TIME OF ENTRY, OR DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS SET FORTH IN THESE OFFICIAL RULES. VOID WHERE PROHIBITED BY LAW.**

- 1. SWEEPSTAKES DESCRIPTION** \$20 Dick's Sporting Goods Gift Certificate Sweepstakes are sponsored by the Chicago Park District ("Sponsor"). The prizewinner of the Sweepstakes will receive a prize package as more specifically described below. The Sweepstakes begins on April 30<sup>th</sup>, 2018 and ends May 31<sup>st</sup>, 2018 (such entire period of time referred to hereinafter as the "Sweepstakes Period"). By participating in this Sweepstakes, each entrant unconditionally agrees to abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all matters relating to this Sweepstakes.
- 2. WHO MAY ENTER:** The Sweepstakes is open to legal residents of the contiguous United States who are eighteen (18) years of age or older at the time of entry into (the "Program"). Void where prohibited by law. Directors, officers, and employees, of Sponsor and each of their respective parents, affiliated, or subsidiary companies, advertising, promotion, production services, fulfillment agencies, legal advisors, web masters and web suppliers (each a "Promotion Entity" collectively, the "Promotion Entities"), and each of their respective IRS dependents, immediate family members (children, spouse, parents, siblings) and individuals residing in their same household, whether or not related are not eligible to enter or win. The potential prizewinner of the Sweepstakes may be required to show proof of residency.
- 3. WHEN TO ENTER:** The Sweepstakes begins at 12pm CST on April 30<sup>th</sup>, 2018 and ends May 31<sup>st</sup>, 2018 at 12pm. To be eligible for this Sweepstake your entry must be received by the Sponsor prior to the end of the Sweepstake Period. The Sponsor's database clock shall be the official time keeping device for all entries received in connection with this Sweepstakes.

The selection (random drawing) of the winner will occur on May 31<sup>st</sup>, 2018 at 12pm CST. Mail-in entry deadline is Wednesday, May 30<sup>th</sup>, 2018 and users will have a maximum number of entries per prize into the Sweepstakes.

- 4. HOW TO ENTER: No purchase necessary to enter or win. Making a purchase will not improve your chances of winning.** A computer, mobile phone or tablet with Internet access is required to participate in this Sweepstakes. To enter, visit ChiParkPoints.com (the "Website") and follow the links and instructions to the registration page to register for the Program and register for the Sweepstakes. *Registration to become a member of the Program is absolutely free of charge.*

**NON-MEMBER REGISTRATION PROCESS:** To receive one (1) entry without being a registered user on ChiParkPoints.com "Park Points": During the Promotion Period, neatly hand-print or type your complete name, address, city, state, zip code, date of birth, daytime telephone number (including area code), email address on a

plain 3" x 5" piece of paper AND the Entry Period and Sweepstakes Title (in which you are entering). Entries (online and booth drop off) must be received by the deadlines for the applicable Entry Period (outlined above) to be considered for that Entry Period drawing.

Proof of entering the required information at the Website is not considered proof of delivery to or receipt by Sponsor of entry into the Sweepstakes. In the event of a dispute regarding the identity of who actually submitted an entry, the entry will be deemed submitted by the authorized account holder of the e-mail address supplied at the time of entry. An "authorized account holder" is defined as the natural person to whom the applicable e-mail address has been assigned by the internet access provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the address submitted. The potential prizewinner may be required to provide Sponsor with proof that he/she is the authorized account holder of the e-mail address associated with the winning entry. All requested information must be included on your official entry form to be eligible to win. No mechanically reproduced, illegible, forged, software-generated, other automated or incomplete entries will be accepted. Sweepstakes entries will be deemed null and void and will be rejected if not submitted through authorized, legitimate channels. If a dispute as to the identity of any entrant cannot be resolved to Sponsor's satisfaction, the entry will be deemed ineligible.

All entries become the exclusive property of Sponsor and will not be acknowledged or returned. As permitted by law, each entrant agrees that personal information collected in connection with this Sweepstakes may be shared with the Promotion Entities and Sponsor's other promotional partners to contact you regarding promotional updates; information; messages; and for other reasons via electronic and/or ordinary mail and, will be used by Sponsor and such promotional partners in compliance with their respective privacy practices.

5. **PRIZEWINNER NOTIFICATION:** The potential prizewinner will be notified by telephone, e-mail and/or U.S. mail using the contact information provided at the time of entry. Sponsor shall have no liability for any prizewinner notification that is lost, intercepted, or not received by a potential prizewinner for any reason. If a selected prizewinner cannot be reached by telephone; e-mail, or U.S; mail, or does not respond within the designated time to the initial attempt to notify the potential prizewinner, the prize package may be forfeited and may be awarded to an alternate prizewinner based on the sole discretion of the Sponsor from the remaining eligible entries. If any potential prizewinner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize package or any portion thereof for any reason prior to award, such potential prizewinner will be disqualified.

6. **PRIZE PACKAGE/APPROXIMATE RETAIL VALUE (ARV)/ODDS:**  
a. Prize One –ARV \$20

The prizewinner shall be solely responsible for all other expenses not specified herein as being awarded including, without limitation, travel to and from the Game, all food and beverages as well as processing and handling fees and taxes. **Odds of winning depend on the actual number of eligible entries received prior to the end of the Sweepstakes Period.**

7. **GENERAL PRIZE RESTRICTIONS:** All Minors (as defined below) must be accompanied, at all times, by an adult. The potential prizewinner is subject to verification. The prize package is not redeemable for cash. No cash alternative or prize substitutions will be allowed except Sponsor reserves the right to substitute prizes of comparable value if a prize listed is unavailable for any reason. The prize package is non-assignable and nontransferable. If lost, the prize package awarded herein or any portion thereof will not be replaced. The prize package or any portion thereof will not be substituted, except at Sponsor's sole discretion due to unavailability and then only for a prize of equal or greater value except where prohibited by law. The prizewinner is solely responsible for the reporting and payment of any federal, state and/or local taxes on the prize package received. If any potential prizewinner declines the prize package or any portion thereof, is found to be ineligible, or fails to comply with these Official Rules, such potential prizewinner may be disqualified and will forfeit the prize package

he or she otherwise might have received. In the event the prizewinner or his or her guest engage in behavior that (as determined by Sponsor in its sole discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten any other person, Sponsor reserves the right to terminate the applicable event in whole or in part, and send the prizewinner and/or his or her guests home with no further compensation. Upon verification of entrant's win and compliance with these Official Rules, delivery of the prize package will be coordinated by the Sponsor and the prizewinner will receive further notification with details on how to claim the prize package. All details and other restrictions of the prize package not specified in these Official Rules will be determined by Sponsor in its sole and absolute discretion.

8. **GENERAL PRIZE CONDITIONS:** Eligibility, age and all claims made by prizewinner are subject to verification. Sponsor and its agents are not responsible for fraudulent communications including without limitation phone calls, mail, and e-mails made by or sent to entrants. The prizewinner may be required to execute an Affidavit of Eligibility, a Liability Release and where imposing such condition is legal, a Publicity Release ("Prize Claim Documents"). If a prizewinner is not of legal age of majority in his or her state of residence ("Minor") at Sponsor's option, the prize package either will be awarded in the name of the parent or legal guardian of the prizewinner, or the parent or legal guardian of the prizewinner will be required to ratify and sign Prize Claim Documents. The Prize Claim Documents must be returned within the time frame indicated on the documents. If the potential prizewinner (or, in the case of a Minor, such Minor prizewinner's parent or legal guardian) fails to return such documents within the prescribed time, or if a potential prizewinner is found to be ineligible, or if he/she does not comply with these Official Rules, then the potential prizewinner may be disqualified and an alternate prizewinner may be selected from the remaining eligible entries. All applicable U.S., federal, state, and local taxes, duties, or other taxes or fees are the sole responsibility of the prizewinner, who may be issued a 1099 IRS tax form for the ARV of any awarded prize. Acceptance of a prize package constitutes permission for the Sponsor's and its agents to use said prizewinner's name, photograph, likeness, statements, biographical information, voice, and city and state for all purposes and in all forms of media, in perpetuity, without further notice or compensation.

Depiction of the prize package or any portion thereof in any advertising, promotional materials, or on the Sweepstakes Website (if any) may not reflect the actual prize package delivered to the prizewinner. Sponsor or its agents shall not be responsible for delays in delivery of any prize package once it has been shipped by Sponsor or its agents. Prizewinner shall bear all risk of loss or damage to the prize package or any portion thereof after it has been delivered to the prizewinner.

9. **CONDITIONS OF PARTICIPATION:** This Sweepstakes is subject to all applicable federal, state, and local laws. By entering the Sweepstakes, each entrant hereby: (a) agrees that the Promotion Entities will have no liability whatsoever for, and shall be held harmless by participants against any liability for any injuries, losses or damages of any kind to person(s), including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Sweepstakes or any Sweepstakes-related activity, or for any typographical or other error in the printing, offering or announcement of any prize; (b) releases the Promotion Entities from all liability, claims, action, or proceedings relating to this Sweepstakes and from injuries or damages arising in connection with or relating to participation in this Sweepstakes, or use or misuse of the prize package or any portion thereof; and (c) waives any right to claim ambiguity in the Sweepstakes or these Official Rules. Sponsor reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes, to void suspect entries and/or cancel, terminate or suspend any portion of this Sweepstakes should a virus, bugs, non-authorized human intervention or other causes beyond the control of Sponsor corrupt or impair the administration, security, fairness or proper play of the Sweepstakes and, in any such event, at its discretion, select prizewinner(s) from eligible, non-suspect entries received prior to the event requiring such termination, cancellation or suspension. This Sweepstakes may not be used for any form of gambling. Each Entrant must use best efforts to disclose that they are participating in the Sweepstakes in any Social Media Platform interaction that references the Sweepstakes. Sponsor reserves the right in its sole discretion to disqualify any entrant who does not adequately disclose their participation in the Sweepstakes while interacting with the applicable Social Media Platforms during the Sweepstakes Period.

10. **IMPORTANT: PLEASE READ - GENERAL RELEASE AND LIMITATIONS ON LIABILITY.**

By entering the Sweepstakes, each entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event will attorneys' fees be awarded or recoverable; and (c) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby knowingly and expressly waives all rights to seek, punitive, incidental or consequential damages and/or any other damages, other than actual out-of-pocket expenses, and/or any and all rights to have damages multiplied or otherwise increased. Each entrant acknowledges and agrees that the Promotion Entities are not responsible for any costs, injuries, losses, or damages of any kind arising from or in connection with: (i) incomplete, lost, late, misdirected, or illegible entries or for failure to receive entries due to any cause, including without limitation human, transmission, or technical problems, failures, or malfunctions of any kind, whether originating with sender, with Sponsor, or otherwise, that may limit an entrant's ability to participate in the Sweepstakes; (ii) incorrect or inaccurate information whether caused by internet users, or by any equipment or programming associated with or utilized in connection with this Sweepstakes and assume no responsibility for any error, omission, malfunction, interruption, deletion, defect, or delay in operation or transmission, communications line failure, theft, or destruction or unauthorized access to, tampering, or hacking; (iii) any injury or damage resulting from participation in the Sweepstakes and/or the use and/or misuse of any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, or any claims, costs, injuries, losses, or damages related to or based on the entrant's rights of publicity or privacy); or (iv) the entrant's claim that he or she has somehow been defamed or portrayed in a false light. Promotion Entities assume no responsibility for any errors or failures, delayed computer transmissions or network connections that are human or technical in nature, or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right, in its sole discretion, to disqualify any entrant it finds to be tampering with the Sweepstakes entry process or operation of the Sweepstakes or to be acting in an unsportslike or disruptive manner, or with intent to threaten, abuse or harass any other person. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if Sponsor determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event Sponsor is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g., SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select prizewinner(s) based on the entrant who is leading the Sweepstakes Period at the time of termination from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. 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 their terms as if the invalid or illegal provision were not contained herein.

11. **GOVERNING LAW:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE **SWEEPSTAKES** OR IN CONNECTION WITH ANY SUBMISSION OR OTHER MATERIAL SUBMITTED IN CONNECTION WITH THE **SWEEPSTAKES** , SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE’S LAWS. THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION OF THESE 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 THEIR TERMS AS IF THE INVALID OR ILLEGAL PROVISION WERE NOT CONTAINED HEREIN.

IN NO EVENT WILL PROMOTION ENTITIES, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR PARTICIPATION IN THE **SWEEPSTAKES**. WITHOUT LIMITING THE FOREGOING, **ALL PRIZES ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE PROMOTION ENTITIES HEREBY EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.** SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS **SWEEPSTAKES** MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE RIGHT IS RESERVED TO SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

12. **COPY OF OFFICIAL RULES/WINNERS LIST:** Visit the Website to view or obtain a copy of the Official Rules or any legally required winner’s list. Any legally required winner’s list may be available for a period of thirty (30) days following the end of the Sweepstakes Period. The Official Rules may not be available following the end of the Sweepstakes Period.

13. **PRIVACY POLICY:** Any personal information supplied by a Sweepstakes entrant to Sponsor will be subject to the following privacy policy posted ChiParkPoints.com (“Privacy Policy”). By entering the Sweepstakes, each entrant grants Sponsor permission to share your email address and any other personally identifiable information with the other Promotion Entities for the purpose of Sweepstakes administration and prize fulfillment. Sponsor will not sell, rent, transfer or otherwise disclose your personal data to any third party other than as explicitly described herein or in the Privacy Policy.

14. **SPONSOR:** Chicago Park District, 541 N. Fairbanks Chicago IL, 60611, USA