

**THE TURN
MOTHER'S DAY PRIZE PACK
SWEEPSTAKES**

OFFICIAL SWEEPSTAKES RULES

- **NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT IMPROVE YOUR ODDS OF WINNING.**
- **VOID WHERE PROHIBITED. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.**
- **BY ENTERING THIS SWEEPSTAKES, ENTRANT AGREES TO THESE OFFICIAL SWEEPSTAKES RULES AS A BINDING CONTRACT.**
- **THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM, INC. ("INSTAGRAM") OR FACEBOOK, INC. ("FACEBOOK"). BY ENTERING THIS CONTEST, YOU UNDERSTAND THAT YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND NOT TO INSTAGRAM OR FACEBOOK.**

1. **Sponsor and Administrator:** Mother's Day Prize Pack Sweepstakes ("Sweepstakes") is sponsored and administered by Titledown Sportservice Inc. ("Sponsor"). Sponsor operates The Turn, which is located at 1025 Lombardi Ave, Suite 120, Green Bay, WI 54304.

2. **Submission Period and Drawing:** The Sweepstakes begins at 11:00 a.m. CST on May 12, 2023, and runs until 9:00 p.m. CST on May 14, 2023 (the "Submission Period"). Submission Period may be extended in Sponsor's sole discretion. A random drawing will be held on May 15, 2023, by Sponsor to select the winners from among all eligible entries received. To be considered eligible entries must be submitted during the Submission Period. Odds of winning the prize depend on total number of eligible entries received during the Submission Period. Under no circumstances will Sponsor award more than one prize per winner. Sponsor cannot accurately predict the number of entrants who will participate in the Sweepstakes (each an "Entrant").

3. **Entrant's Acceptance of Rules.** By participating in the Sweepstakes, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Sweepstakes Rules (the "Rules") and the decisions of Sponsor, which shall be final and binding in all respects. This Sweepstakes is void in Puerto Rico, and all other U.S. territories, U.S. military installations in foreign countries and possessions and everywhere prohibited by law.

4. **Eligibility:** The Sweepstakes is open only to legal residents of the United States who are 21 years of age and older or if different, the age of majority as established by such individual's state of residence, as of the date of entry. Employees, officers, directors, managers and members, along with their respective immediate family members, of Sponsor and its affiliates, and any other entities involved in any manner with the marketing, sponsoring, fulfilling or administration of the Sweepstakes (collectively, the "Sweepstakes Entities"), are not eligible to participate or win. The term "immediate family member" includes spouses, parents, step-parents, children, step-children, siblings, step-siblings, grandchildren, step-grandchildren or other family extension, regardless of where they live, and any persons residing in

the same residence as the winner at least three (3) months per year, whether related or not.

5. **How to Enter:** NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.

To enter this Sweepstakes, Entrants can fill out the form online at <https://theturngreenbay.com/mothers-day-prize-pack-giveaway/>. Normal Internet access, phone charges and usage charges imposed by your online/phone service provider(s) will apply.

You may be asked to consent to receive promotional emails or offers. This is optional and does not affect your chances of winning a prize in this Sweepstakes. You are NOT required to give consent to receive such emails or offers in order to participate in the Sweepstakes or win any prize.

By providing your email address, you authorize Sponsor and its affiliates to communicate with you regarding future promotional offers. You may opt out of this service at any time by clicking 'unsubscribe' within the email.

Limit of one entry per person during the Entry Period. Multiple entries as determined by Sponsor in its sole discretion, will result in disqualification of all entries by such person. Entries that do not conform to or that violate these Official Rules or are submitted in any manner other than stated in these Official Rules will be disqualified. By entering this Sweepstakes, entrants agree to these Official Rules and the decisions of the Sponsor, which are binding and final in all matters relating to this Sweepstakes.

Sponsor is not responsible for, nor assumes any liability for (i) any incorrect or inaccurate entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (ii) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes; (iii) any miscommunications related to this Sweepstakes; or (iv) any incorrect or inaccurate capture of information, or the failure to capture any information.

Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it 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 and to disqualify any individual who tampers with the entry process.

Entrants further agree not to knowingly damage or cause interruption of the Sweepstakes and/or prevent others from participating in the Sweepstakes. **ANY ATTEMPT TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY VIOLATE CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY ENTRANT MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.**

6. **Winner Selection:** The Sweepstakes will have one winner. The winner will be contacted via the phone number or email address provided in their contest entry. The winner must respond within 72 hours of Sponsor's first attempt to contact winner (the "Initial Notification"). After responding to the Initial Notification, the potential winner will be required to execute and return an Affidavit of Eligibility/Release/Indemnification and a Publicity Release, where allowed by law, within five (5) business days after it is received. A potential winner who does not respond to the Initial Notification, does not meet the stated eligibility requirements, does not return the required documentation, refuses to accept the prize, or any prize notification which is returned as undeliverable will be disqualified and Sponsor will award the

prize to an alternate winner selected from the remaining pool of eligible entries. A selected potential winner will not be an official winner until all required documentation has been returned, and eligibility has been formally verified. Only three (3) alternate drawings will be held per each drawing, after which the prize will remain unawarded.

7. **Entry Limits:** Entry into the Sweepstakes is limited to one entry per person. Sponsor is not responsible for late, incomplete, or invalid Entries, which will be disqualified. Each entry must be manually key stroked and entered by the Entrant. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated entries will be accepted. Potential winner may be required to provide proof of eligibility upon request.

8. **General Conditions.** Subject to its sole discretion, Sponsor reserves the right to disqualify any Entrant that has, whether in writing or orally, directly or indirectly, criticized or disparaged Sponsor, its affiliates or The Turn.

If, for any reason, the Sweepstakes is not capable of running as planned by reason of computer virus, bug, system malfunction, tampering, unauthorized intervention, fraud, technical failures, fire, flood, storm or other natural cataclysm, riot, strike, civil commotion, governmental regulation or any other causes beyond the control of Sponsor which, in its sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and conduct the Sweepstakes selecting the prize winners from among all eligible entries received prior to the action taken by Sponsor or otherwise in a manner which is fair, equitable and in accordance with these Rules, as determined by Sponsor in its sole discretion. Inclusion in such drawing shall be each Entrant's sole and exclusive remedy under such circumstances. Notice of such action by Sponsor will be posted on the Sponsor's website: <https://theturngreenbay.com/>.

9. **Prize Details and Restrictions:** There will be one (1) winner of the Sweepstakes. Winner will receive as a prize: One (1) Hydra Oxygen Facial from Arabella Spa & Salon, one (1) \$100 gift card to Sara's Artisan Gelato, one (1) \$50 gift card to Graced boutique, \$50 worth of permanent jewelry from Kindred Co., and one (1) hour of free swing suite bay time at The Turn. The prize must be redeemed by May 15, 2024. If the winner does not redeem the prize during such period, the winner forfeits the prize in its entirety.

The retail value of the individual prize packages is approximately \$380. The final retail value of the prize may be lower than the approximate retail value. If the final retail value of the prize is less than the approximate retail value, the difference shall not be awarded. Federal, state and local taxes and other governmental charges (as applicable), and the reporting consequences thereof, are the sole responsibility of winner. Winner must submit a valid executed IRS Form W9, and if required by law, will receive a 1099 tax form from Sponsor reflecting the fair market value of the prize received.

All expenses not specifically mentioned herein are not included and are solely the winner's responsibility, including, without limitation, any costs associated with the winner traveling to and from The Turn to pick up the prize. Winner is responsible for all federal, state and local taxes, if applicable.

The prize cannot be refunded, commissioned, bartered, exchanged, or redeemed for cash from the Sponsor. The prize is non-negotiable and non-transferable except to a surviving spouse residing in the same household or otherwise with the Sponsor's permission. No substitutions of the prize are permitted by

winner. Sponsor reserves the right to substitute a prize of equal or greater value. Prize conditions may be added or modified by Sponsor, in its sole discretion.

The prize cannot be combined with any other offer, promotion or discount. Winner acknowledges that the Sponsor and all other businesses affiliated with this Sweepstakes and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize being offered.

10. **Releases and Indemnification.** By submitting an entry, each Entrant waives, discharges and fully releases the Sweepstakes Entities, along with such entities' respective officers, directors, managers, members and employees (collectively, the "Released Parties") from any and all liability, injury, damage, or loss that may occur, directly or indirectly, in whole or in part, from or in connection with participation in the Sweepstakes or from the receipt or use of any prize or from any activity related to the receipt or use of any prize. The Released Parties are not responsible for (a) any inaccurate entry information, or for any faulty electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes or for any miscommunications or for the inaccurate capture of information, or the failure to capture any information; (c) any technical failures or malfunction of any kind in operation or transmission or communications line failure, regardless of cause, with regard to any equipment, software, systems, networks, lines, satellites, servers, computers or providers; (d) inaccessibility of the Internet or any website of any kind, including any failure of any electronic entry to be received on account of technical problems or traffic congestion; or (e) any injury or damage to any computer, phone, or tablet device which may be related to or resulting from any attempt to participate in the Sweepstakes or access or download any materials relating to the Sweepstakes or the Sponsor's website. Without limiting the generality of the foregoing, none of the Released Parties assumes any responsibility or liability for (a) damages, losses or injury resulting from acceptance or use of the prize and (b) a lost, stolen, late, misdirected, misprinted, damage, or delayed prize notification and/or prize.

EACH ENTRANT AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL LIABILITY FOR CLAIMS, INJURIES, CAUSES OF ACTION, LOSSES OR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, WRONGFUL DEATH, PERSONAL INJURY INFRINGEMENT, ARISING OUT OF OR RELATED, IN WHOLE OR IN PART, TO (1) PARTICIPATION IN THE SWEEPSTAKES OR ANY SWEEPSTAKES-RELATED ACTIVITY, (2) FROM ITS BEACH OF THE REPRESENTATIONS NAD WARRANTIES IN THESE RULES, OR (3) FROM ENTRANT'S POSSESSION, ACCEPTANCE, RECEIPT OR USE/MISUSE OF THE PRIZE, IN EAC INSTANCE WHETHER UNDER CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND, FURTHER EACH ENTRANT AGREES TO INDEMNIFY THE RELEASED PARTIES AGAINST ANY LIABILITY OR EXPENSE (INCLUDING REASONABLE ATTORNEY'S FEES)

ARISING IN CONNECTION WITH THE FOREGOING. Released Parties are not responsible for any inability of any winner to accept or use the prize (or any portion thereof) for any reason.

11. **Publicity Release:** By submitting an entry, in addition to any other rights which may be granted in any other agreement entered into between Sponsor and any Entrant, each Entrant irrevocably grants to Sponsor and its respective successors, assigns, and licensees, the right to use such Entrant's name, likeness, image, username, biographical information and statements about the Sweepstakes in any and all media anywhere in the universe for any purpose, including, without limitation, advertising and publicity purposes, as well as in connection with the Sweepstakes, without additional compensation or additional approval except where prohibited by law and hereby releases the Released Parties from any liability with respect thereto. Entrant agrees to, if required, sign documents to this effect. The Released Parties are not responsible for any unauthorized use of entries by third-parties. Sponsor has no obligation to make use of the rights granted herein.

12. **Social Media Disclaimer:** This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook. Entrants understand that they are providing their information to Sponsor and not to Facebook. Any questions, comments or complaints must be directed to Sponsor, and not to Facebook. Facebook has not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose.

13. **DISPUTES/CHOICE OF LAW:** Except where prohibited by law, and subject to the release and waiver of claims provisions herein, Entrant agrees: (i) that any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prize awarded, or the determination of the winner, shall be resolved individually, without resort to any form of class action, and exclusively by either the Erie County Supreme Court of New York, or by the United States District Court for the Western District of New York; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, with no award of attorneys' fees; and (3) all rights to claim punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages") and all rights to have any such damages multiplied or increased are waived.

14. **General.** These Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. Unless otherwise stated herein, if any provision of these Rules is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. If there is a discrepancy or inconsistency between other statements contained in any Sweepstakes promotional materials and the terms and conditions of these Rules, the terms of these Rules shall prevail and govern.

15. **Privacy Policies.** Information that an Entrant provide may be used by Sponsor in accordance with its privacy policy located at <https://theturngreenbay.com/privacy-policy/>. By submitting an entry, Entrant agrees that Sponsor has the right to contact the Entrant via the e-mail address submitted by Entrant to enter the Sweepstakes or in connection with this Sweepstakes.

16. **Winners List:** To request any legally required winner's list, send an email with subject line: "Mother's Day Prize Pack Sweepstakes" to theturngreenbay@delawarenorth.com.

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