Holding Our Own Shop Local For the Holidays Giveaway

Official Rules

Parties".

No Purchase or Payment Necessary to Enter or Win. A Purchase or Payment Will Not Increase Your Chances of Winning. This Sweeps may be canceled or postponed by Sponsors at any time in its sole discretion due to pandemic (e.g., Coronavirus/COVID-19).

Eligibility: The Holding Our Own Shop Local For the Holidays Sweepstakes ("**Sweeps**") is open only to individuals who are legal permanent U.S. residents (including D.C.) who are the legal age of majority in their state of residence (which is eighteen (18) in most states, but is nineteen (19) in Alabama and Nebraska, and twenty-one (21) in Mississippi) before 8/1/20. Void in Guam, Puerto Rico and where prohibited by law. Employees, officers and directors of the lowa City Area Development Group ("**ICAD**"); lowa City Area Business Partnership ("**Business Partnership**"); Think lowa City ("**Think lowa City**"); lowa City Downtown District ("**ICDD**") and the immediate family members (i.e., spouses, parents, children, grandchildren, siblings and their respective spouses) and/or those living in the same household of any of the foregoing

are not eligible to enter or win this Sweeps. ICAD, Business Partnership, Think Iowa City, and ICDD and prize providers and advertising/promotion agencies are each a "Released Party" and shall hereinafter collectively be referred to as the "Released

How to Enter: Sweeps begins at 12:00:01AM Central Time ("CT") on 11/9/20 and ends at 11:59:59PM CT on 12/30/20 ("Promo Period") and consists of seven (7) weekly entry periods (each, a "Weekly Entry Period") as outlined below. There are two (2) methods of entry:

- (i) Enter the Sweeps by submitting a receipt you will automatically receive one (1) entry into the Sweeps each time you submit a valid receipt from a qualifying locally-owned business located in Johnson County, lowa. Entry is applicable to the Weekly Entry Period in which the receipt has been submitted. Non-winning entries for one (1) Weekly Entry Period drawing will carry forward to subsequent Weekly Entry Period drawings; or
- (ii) Enter the Sweeps by mail without making a purchase to receive one (1) entry, hand print your full name, complete mailing address, telephone number, date of birth and the words "Holding Our Own Shop Local for the Holidays Sweepstakes" on a plain 3" x 5" piece of paper and mailing it in a <u>sealed</u>, stamped and hand printed #10 envelope to: lowa City Area Development Group, 136 S. Dubuque Street Iowa City, IA 52240. Enter as often as you wish by mail, but each entry must be mailed separately, postmarked by the applicable postmark deadline and received by the applicable mail-in deadline for each Weekly Entry Period (as set forth in the chart below). There is no limit to the number of entries a consumer may submit during the Promo Period or for any Weekly Entry Period, regardless of entry method. No photocopied, computer generated

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facsimiles, mechanically reproduced, or mass entries permitted. All entries become property of Sponsors and will not be returned. Released Parties are not responsible for lost, incomplete, illegible, late, misdirected, , delayed, garbled, damaged, inaccurate, stolen, postage-due, or mutilated entries or mail; any error, omission, interruption, defect or delay in transmission, 3rd party transaction classification, transaction processing, or communication; technical or mechanical malfunctions; failures or malfunctions of phones, phone lines, or telephone systems; errors in these Official Rules, in any Sweeps-related advertisements or other materials; human-processing error; failures of electronic equipment, computer hardware or software; or inaccurate entry information, whether caused by equipment, programming used in this Sweeps, human error, or otherwise. Use of any device to automate or subvert entry is prohibited and any entries received by such means will be void. No software-generated, robotic, programmed, script, macro or other automated entries are permitted and any entries received by such means will be void. Sponsors reserves the right, in its sole discretion, to void any and all entries of an entrant who Sponsors believes has attempted to tamper with or impair the administration, security, fairness or proper play of this Sweeps.

Winner Selection: For each Weekly Entry Period, potential winners will be selected in a random drawing by Sponsors, from among all eligible entries received, for a total of ten (10) drawings. Drawings will be conducted by Sponsors, whose decisions will be final and binding in all matters relating to this Sweeps. Non-winning entries rec'd for one (1) Weekly Entry Period drawing will carry forward to subsequent Weekly Entry Period drawings. The potential prize winners will be notified by Sponsors via telephone, email and/or mail (method selected in Sponsors's discretion). Subject to verification of eligibility and compliance with these Official Rules, the potential winners will be declared the official winners of the Sweeps. Odds of winning will depend on the total number of eligible entries received for each applicable Weekly Entry Period.

| Entry Periods | Weekly Entry Period Receipt Submission Dates (beginning 12:00 AM CT and ending 11:59 PM CT) | Postmark Deadline | Mail-In Deadline | Drawing Dates |
|------------------|---|----------------------|---------------------|---------------|
| Period 1 | 11/9/20 – 11/17/20 | 11/9/20 | 11/14/20 | 11/18/20 |
| Period 2 | 11/18/20 — 11/24/20 | 11/15/20 | 11/21/20 | 11/25/20 |
| Period 3 | 11/25/20 – 12/1/20 | 11/22/20 | 11/28/20 | 12/2/20 |
| Period 4 | 12/2/20 — 12/8/20 | 11/29/20 | 12/5/20 | 12/9/20 |
| Period 5 | 12/9/20 – 12/15/20 | 12/6/20 | 12/12/20 | 12/16/20 |
| Period 6 | 12/16/20 — 12/22/20 | 12/13/20 | 12/19/20 | 12/23/20 |
| Period 7 | 12/23/20 – 12/29/20 | 12/20/20 | 12/26/20 | 12/30/20 |

Prizes: Seventy (70) Grand Prizes (ten (10) Grand Prize per Weekly Entry Period) will be awarded in this Sweeps. Federal, state, and local taxes and all other expenses not specified herein are each winner's sole responsibility. The value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner may be required to provide Sponsors with a valid social security number before the prizes will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in

the name of each winner for the actual value of the prizes received. The Released Parties are not responsible for and will not replace any lost, mutilated or stolen prize(s) or any prize that is undeliverable or does not reach a winner because of an incorrect or changed address. If a winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and the Released Parties will have no further obligation with respect to that prize or portion of the prize. Unclaimed prizes will be forfeited. Limit one (1) prize per person, immediate family member or household for this Sweeps. Prize must be selected within 14 days of notification of winning.

Seventy (70) Grand Prizes – (Ten (10) Grand Prize per Weekly Entry Period): Each consisting of one (1) \$100 gift card or two (2) \$50 gift cards. (Approximate Retail Value ("ARV") of each Grand Prize = \$100)

TOTAL ARV OF ALL PRIZES AWARDED IN THIS SWEEPS: \$7,000.

Privacy: Your receipt submission during the Promo Period or your submission of a 3" x 5" mail-in entry constitutes your consent to participate and enter this Sweeps and your consent for Sponsors to obtain, use and transfer your name, email and mail, phone number and other information for the purpose of administering this Sweeps, awarding the prizes and to comply with legal requirements. Any information entrant provides may be used to communicate with entrant in relation to this Sweeps or on a Sweeps winner's list. Sponsors may elect to send email marketing communications to its cardholders or other email recipients in its database in connection with the Sweeps. You can, at any time and free of charge, choose not to receive any of those email communications by clicking on the unsubscribe link within the e-mail. Opting out of receiving email communications from Sponsors will not preclude a consumer from winning.

Except where prohibited by law, acceptance of a prize constitutes each winner's irrevocable consent to Released Parties, and each of their respective agents', successors' and assigns' or other designee's use of each winner's name, likeness, photograph, voice, statement, opinions, biographical information, prize and state/city of residence (collectively, "Sweeps Data") for advertising and promotional and publicity purposes in any and all media or format, worldwide, in perpetuity, without any permission, notification, payment or consideration, except for the awarding of the prizes to the winners. You may be required to sign a document confirming your consent. Released Parties are not responsible for late, lost, stolen, illegible, incomplete, misdirected, delayed, garbled, damaged, inaccurate or undelivered emails, entries, theft, destruction or unauthorized access to, or alteration of Sweeps Data, defect/delay in transmission or communication, including, but not limited to, recording failures, or for telephonic, human or computer failures, problems or errors, interruptions in service leveraged to create an entry, whether due to system upgrades, repairs, modifications or other causes, defect or delay in transmission, connections, satellite, network, cable, Internet Service Provider (ISP), phones, phone lines or telephone systems, recording/filming systems, electronic equipment, computer hardware or software failures, inaccurate entry information, traffic congestion on the internet, technical or mechanical malfunctions, or other malfunctions, errors or delays, whether caused by equipment, programming, human error, acts of God or otherwise relating to or in

connection with the Sweeps, including, without limitation, errors which may occur in connection with the administration of the Sweeps, the processing of entries, Sweeps Data processing, the announcement of prizes and winners, the cancellation or postponement of the Sweeps, for any injury or damage to participant's or any other person's computer or other device relating to or resulting from participation in this Sweeps, or for printing, typographical, human or other errors appearing in these Official Rules, in any Sweeps advertisements or other materials.

Miscellaneous: No transfer, assignment, cash redemption or substitution of a prize will be permitted, except by Sponsors, in its sole discretion, due to prize unavailability or other causes otherwise determined solely by Sponsors, and then for a prize of equal or greater value. Each winner may be required to notify Sponsors of prize acceptance by returning an executed and notarized Affidavit of Eligibility, Liability Release and (where legal) Publicity Release within three (3) days of issuance of notification or other time period determined by Sponsors in its sole discretion. Non-compliance with any of the foregoing may result in disqualification and awarding of prize to an alternate winner, if time permits. If any prize or prize notification letter is returned as undeliverable or the prize is declined for any reason, winner will be disqualified and, at Sponsor's sole discretion and time permitting, an alternate winner may be selected. Should a potential winner decide to decline his/her prize for any reason whatsoever or not respond to the prize notification by the applicable response deadline. Sponsors shall have no further obligation to that potential winner and an alternate winner may be randomly selected from among all remaining eligible Sweeps entries, if time permits. The Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email account to receive email messages. By participating, entrants agree to be bound by these Official Rules and agree that Released Parties and their designees and assigns and all of their respective officers, directors, employees, shareholders, representatives, agents, and the franchisees of any of them shall have no liability and entrant will defend, indemnify and hold harmless the Released Parties from and against any liability, loss, injury, or damage of any kind (including attorney's fees) to any person or entity, including, without limitation, personal injury, death or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of: (i) entrant's participation/entry into the Sweeps, (ii) any materials he or she may submit in connection herewith, or (iii) the acceptance, possession, use or misuse of a prize or participation in any activities associated with the Sweeps or any prize awarded in connection herewith; (iv) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; and (v) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweeps activity and/or prize. The Released Parties are not responsible for the actions of entrants in connection with the Sweeps, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweeps. Sponsors reserves the right, in its sole discretion, to void any and all entries of an entrant who Sponsors believes has attempted to tamper with or impair the administration, security, fairness, or proper play of this Sweeps and to modify, suspend, and/or terminate this Sweeps (or portion thereof) should virus, bugs, non-authorized

human intervention or other causes corrupt or impair the administration, security, fairness or proper play of the Sweeps and, in the case of termination, at its discretion, select potential winners via a random drawing from among all eligible, non-suspect entries received before the event that required such termination. In the event Sponsors or Sponsors is prevented from continuing with the Sweeps by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure. utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweeps by any party, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's and/or Sponsor's control (each, a "Force Majeure" event or occurrence), Sponsors shall have the right to modify, suspend or terminate the Sweeps or prize. Sponsors and Sponsors additionally reserve the right, in their sole and absolute discretion: (a) to modify, suspend or terminate the Sweeps should causes beyond Sponsor's or Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Sweeps; or (b) to disqualify any entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Sweeps; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner. CAUTION: Any attempt to undermine the legitimate operation of this Sweeps is a violation of criminal and civil laws and should such an attempt be made, the Sponsors and the applicable Released Parties reserve the right to seek damages (including attorneys' fees) and/or other remedies from any such person(s) responsible for the attempt to the fullest extent permitted by law. Released Parties make no warranty, quaranty or representation of any kind concerning any prize (or any portion thereof), and disclaim any implied warranty. Without limiting the generality of the foregoing, entrants agree that the Released Parties: (a) maintain no control over the personnel, equipment or operation of any transportation company, hotel, manufacturer or other person or entity furnishing services, products or accommodations ("Suppliers") as a part of the prizes provided in connection with the Sweeps; and (b) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (i) by the wrongful, negligent or unauthorized act or omission on the part of the Suppliers or any of their agents, servants, employees or independent contractors, (ii) by any defect in or failure of any vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of those Suppliers, (iii) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties, and (iv) by any cause, condition or event whatsoever beyond the control of the Released Parties. Sponsor's or any other Released Party's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Except where prohibited by law, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweeps or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Iowa. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsors in connection with the Sweeps, shall be governed by, and construed in

accordance with, the laws of the State of New Iowa, without giving effect to any choice of law or conflict of law rules. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney's fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepsrelated materials, and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

Winners' List: For the winners' list, send a self-addressed, stamped envelope to be received by 1/29/21 to: Holding Our Own Shop Local for the Holidays, 136 S. Dubuque Street Iowa City, IA 52240

The use of any non-Sponsors trademarks, service marks, logos, or other marks in connection with this Sweeps or any prize is not meant by Sponsors to imply the endorsement of the respective owner(s) of such marks, or any affiliation of the respective owner(s) of such marks with Sweeps advertisements or the Sweeps.

Sponsors: Iowa City Area Development Group, Iowa City Area Business Partnership, Think Iowa City, and Iowa City Downtown District