

Burnsville Festival Register To Win Sweepstakes Official Rules

No Purchase is Necessary to Enter or Win.

1. Eligibility.

This Sweepstakes is open to legal residents of the U.S. who are eighteen (18) years of age or older at the time of entry. Directors, Officers, Board members and Volunteers (including immediate family members or members of the household) of (hereafter referred to as "Burnsville Festival"), its subsidiaries, affiliated vendors, partners, advertising, promotion agencies, and all other companies or entities associated with the Sweepstakes, are not eligible to participate. Sweepstakes is void where prohibited or restricted by law. Entry constitutes participant's full and unconditional agreement and acceptance of these rules (the "Official Rules"), which shall be final in all respects.

2. How to Enter.

"Burnsville Festival Register To Win Contest" is a sweepstakes. Go to www.burnsvillefestival.org. Enter Burnsville Festival's Sweepstakes by completing our survey via pop-up (your browser must allow pop-ups to view the survey entrance) and providing the participant's first and last name, City, State, Zip code and valid e-mail address. All entries, once submitted, become the property of the Burnsville Festival. Any incomplete entries will not be eligible. More than one entry is not allowed. Two (2) Winners will be randomly drawn from all valid entries on Saturday, September 6th, 2025 at approximately 7:30pm, one winner each for the following prizes:

- (1) Nexgrill 4 burner BBQ Grill & Cover
- (1) Wyndham Hotel overnight stay plus \$200 Steak & Ale Gift Certificates

This Sweepstakes begins on or before Tuesday, April 15th 10:00 AM (CST) and ends at 6:00 PM (CST) on August 31, 2025.

3. Winning.

The odds of winning depend on the number of eligible entries received. You don't need to be present to win. Burnsville Festival will contact the winners via their email provided on the entry form if not present Saturday, September 6th, 2025. Winners are responsible for payment of any taxes where applicable. If these rules differ from any promotional or other materials published in connection with the Sweepstakes, these Official Rules shall control. Return of any prize notification, including without limitation a participant's e-mail return notification as "undeliverable", may result in disqualification. If a participant is selected as the winner and the participant is found to be ineligible or if the participant does not otherwise comply with these Official Rules, then the participant may be disqualified, and an alternate winner will be selected at random.

4. Prizes.

One (1) Nexgrill 4 burner BBQ Grill with Heavy Duty Cover will be awarded to one (1) winner drawn at random from eligible participants in this Sweepstakes, and one (1) Night stay at Wyndham Nicollett Inn in Burnsville with a \$200 Gift Certificate at Steak & Ale Restaurant, with an expiration date of 12/31/2025 or after. To claim and redeem the prize, an eligible prize winner must:

- Claim his or her prize within ten (10) days of Burnsville Festival's first attempted e-mail notification to such eligible prize winner. Prizes are not transferrable and are not redeemable for cash.

5. Conditions of Participation.

Burnsville Festival reserves the right to substitute a prize for an item of equal or greater value. Prizes are awarded without warranty of any kind from Burnsville Festival, express or implied, without limitation, except where this would be contrary to federal, state, provincial, or local law or regulation. All federal, state, provincial and local laws and regulations apply. This Sweepstakes is governed by the laws of the U.S. and the State of Minnesota, without respect to conflict of law

doctrines. As a condition of participating in this Sweepstakes, participant agrees that any and all disputes that arise out of this Sweepstakes that cannot be resolved between the parties shall be resolved individually, without resort to any form of class action, and under the exclusive jurisdiction of the courts located in Dakota County, Minnesota. Submission of entry into this Sweepstakes deems that participants agree to be bound by the terms of these Official Rules and by the decisions of Burnsville Festival, which are final and binding on all matters pertaining to this Sweepstakes. Return of any prize notification may result in disqualification and selection of an alternate winner. Any potential winner who cannot be contacted within ten (10) days of first attempted notification will forfeit his or her prize and an alternate winner will be selected at random.

The intellectual and industrial property rights to the Sweepstakes submission, if any, will remain with the participants, except that these terms do not supersede any other assignment or grant of rights according to any other separate agreements between participants and other parties. Acceptance of the prize constitutes permission for, and winners consent to, Burnsville Festival and its agencies to use a winner's name and/or likeness for advertising and promotional purposes without additional compensation, unless prohibited by law. Winners may be required to execute additional agreements as a condition to winning. A participant may be prohibited from participating in this Sweepstakes if, in Burnsville Festival's sole discretion, it reasonably believes that the participant has attempted to undermine the legitimate operation of this Sweepstakes by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other participants or associated agencies.

6. Liability.

By participating in this Sweepstakes, you accept all risk and consequences of entry and participation in this Sweepstakes, and agree to release and hold Burnsville Festival, its officers, directors, affiliates, contractors, subsidiaries, agents and partners harmless from any and all consequences, liability, losses, damages (including without limitation, consequential, punitive, incidental, special or increased damages and those related to personal injury, death or damage to property) and costs and expenses, of any kind, under any legal theory, arising from or related to this Sweepstakes, including but limited to your entry and participation in this Sweepstakes, the acceptance and/or use (or misuse) of any prize, printing errors, any claims based upon rights of publicity and invasion of privacy. Participant's sole damages shall be limited to participant's actual out of pocket expenses, excluding attorneys' fees. Participant shall indemnify Burnsville Festival, its officers, directors, affiliates, contractors, subsidiaries, agents and partners from and against all claims or suits and any damages or costs (including reasonable attorneys' fees) arising from or relating to participant's violation or inaccuracy of any warranties or representations made relating to this Sweepstakes. Burnsville Festival assumes no responsibility for errors that may occur in the transmission of participant's entry. Burnsville Festival is not responsible for any fraud or misconduct on the part of the participants. Should a participant engage in fraud or misconduct of any nature, including but not limited to a violation of the Official Rules, such participant shall be subject to immediate disqualification. Burnsville Festival reserves the right to terminate, modify or amend the Sweepstakes at any time if the fairness, integrity, and or proper administration of the Sweepstakes are jeopardized.

IN NO EVENT SHALL BURNSVILLE FESTIVAL BE LIABLE TO PARTICIPANT FOR ANY LOST PROFITS, OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS SWEEPSTAKES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND BURNSVILLE FESTIVAL HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES AND/OR NON-INFRINGEMENT.

7. Participant's Certifications.

Each participant certifies that their entry is original and that they are the sole and exclusive owner and right holder of the submitted entry, and that they have the right to submit the entry in the Sweepstakes. Each participant agrees not to submit any entry that: (1) infringes any third party proprietary, intellectual property, industrial property, personal rights or other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligation; or (2) otherwise violates applicable law in any countries in the world.

8. Data Privacy.

Participants agree that personal data, especially name and address, may be processed, stored and otherwise used for the purposes and within the context of the Sweepstakes and any other purposes outlined in these Official Rules, and shall be collected and used as set forth in Burnsville Festival Privacy Policy, available on Burnsville Festival 's website at www.burnsvillefestival.org. The data may also be used by Burnsville Festival in order to check the participants identity or to otherwise verify their eligibility to participate in the Sweepstakes and to receive any prize.

9. Use of Internet.

Burnsville Festival is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations, or incorrect transmission. Burnsville Festival is not responsible for theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind. Burnsville Festival is not responsible for lost, late, stolen, incomplete, illegible, delayed, misdirected, or inaccurate transmissions of or failure to receive entry information by Burnsville Festival on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof. If for any reason the Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, disruption or termination of the burnsvillefestival.org website for any reason or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Burnsville Festival reserves the right at its sole discretion to immediately cancel, terminate, modify or suspend the Sweepstakes.

Burnsville Festival reserves the right to select winners from eligible entries received as of the termination date. Burnsville Festival further reserves the right to disqualify any individual who tampers with the entry process. Caution: Any attempt by any person or entity to deliberately damage any website or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws and should such an attempt be made, Burnsville Festival reserves the right to seek damages from any such Sweepstakes to the fullest extent of the law.

10. Entire Agreement.

These terms set forth the entire agreement between the parties relating to the subject matter hereof, and supersede all prior agreements and understandings relating thereto, whether oral or written.

11. Sponsor and Contact.

This Sweepstakes is sponsored by Burnsville Festival located at PO Box 973, Burnsville, MN 55337. Any inquiries or questions regarding this Sweepstakes, including any request for the names of the winners, may be sent by email to info@burnsvillefestival.org, or by regular mail to Burnsville Festival at the address set forth above.