

DOWNTOWN SPOKANE KINDOPOLY  
SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

Promotion Description: The DOWNTOWN SPOKANE KINDOPOLY (“Sweepstakes”) begins on October 12, 2020 at 8:00 a.m. Pacific Time (“PT”) and ends on November 9, 2020 at 8:00 p.m. Pacific Time (“PT”) (the “Promotion Period”). By participating in the Sweepstakes, each entrant (or his or her parent or legal guardian if the entrant is under the majority in their home state) unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of The Downtown Spokane Partnership (“Sponsor”), which shall be final and binding in all respects. Sponsor is responsible for the collection, submission or processing of sweepstakes entries (“Entries”) and the overall administration of the Sweepstakes. Entrants should look solely to Sponsor with any questions, comments or problems related to the Sweepstakes.

Eligibility: Open only to legal residents of the United States (excluding Florida) and the District of Columbia. Entrants under the age of the majority in their state of residence must get permission from parents or guardians to enter the Sweepstakes. Void in Puerto Rico, Guam, the U.S. Virgin Islands, and where prohibited or restricted by law. Sponsor, Downtown Spokane Partnership, and their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers, directors and employees (collectively, the “Promotion Entities”), and members of their immediate families and/or persons living in the same household as such persons, are ineligible to enter the Sweepstakes or win a prize.

How to enter: Enter the Sweepstakes during the Promotion Period by collecting Kindopoly Cards from participating retailers, and returning completed cards at the official entry location, the Concierge at River Park Square, 808 W Main, Spokane, WA 99201, entries may be mailed to DOWNTOWN SPOKANE KINDOPOLY c/o Downtown Spokane Partnership, 10 N Post Street, #400, Spokane, WA 99201 and must be postmarked by November 9, 2020. Entrants will be asked to provide information including first and last name, email address, and phone number (collectively, “Entry Information”). Limit one (1) entry per person, per participating business, or up to twenty (20) individual entries. Additional entries will be disregarded. All entries must be posted by the end of the Promotion Period in order to participate.

Participants who collect all 20 Kindopoly Cards, with accompanying Kindopoly Board stamps, will automatically receive a \$10 gift card to a participating retailer or restaurant.

Privacy: All entrants acknowledge that if they are chosen as a winner, certain of their personally identifying information may be disclosed to third parties at least as required by law, including, without limitation, on a winner’s list. All personal information submitted as part of the Sweepstakes may be shared by and between the Promotion Entities, and each of the Promotion Entities will use such information in accordance with their respective independent online privacy policies.

Winner Selection: The winner of the Sweepstakes will be selected in a random drawing from among all eligible Entries received throughout the Promotion Period. The random drawing will be conducted on or about November 13, 2020 by Sponsor or its designated representatives, whose decisions regarding all aspects of Sweepstakes are final. Odds of winning will vary depending on the number of eligible Entries

received. Winners will be notified by email on or about five (5) days after the random drawing. Potential winner must accept a prize by either email or telephone as directed by Sponsor within three (3) business days of notification. Any winner notification not responded to or returned as undeliverable may result in prize forfeiture and an alternate winner shall be selected from among the remaining eligible Entries. The potential prize winner may be required to sign and return an affidavit of eligibility and release of liability, and a Publicity Release (collectively, the "Prize Claim Documents"). If a winner is not of legal age of majority in his or her state of residence (a "minor"), at Sponsor's option, the applicable prize either will be awarded to the minor or the minor's parent or legal guardian. Such parent or legal guardian of a minor will be required to ratify and sign the Prize Claim Documents. If a winner (or such winner's parent or legal guardian) does not return completed Prize Claim Documents within five (5) days of receipt (or a shorter time if required by exigencies), the winner may be disqualified and an alternate winner may be selected from the remaining eligible entrants. No substitution or transfer of a prize is permitted except by Sponsor. Federal, state and local taxes, if any are the responsibility of the winner or parent/legal guardian of a minor.

Prizes: The prize value indicated below is an approximate retail value ("ARV"). Two (2) Grand Prize winners will receive \$500 in cash and five (5) will receive a \$100 certificate to their selection of the participating retailers below.

TOTAL ARV OF GRAND PRIZES: \$1,500

Only one (1) prize per person and per household will be awarded. Prizes cannot be transferred, redeemed for cash or substituted by winner. Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater value if a prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The ARV of the prize represents Sponsor's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the prize turns out to be less than the stated ARV, the difference will not be awarded in cash. Sponsor makes no representation or warranty concerning the appearance, safety or performance of any prize awarded. Restrictions, conditions, and limitations may apply. Sponsor will not replace any lost or stolen prize items.

General Conditions: Entrant agrees that decisions regarding the Sweepstakes made by the Sponsor or its designated agents is final, and: a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or any prize awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in the State of Washington; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of Washington, for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.**

Prize will only be awarded and/or delivered to addresses within the United States. All federal, state and/or local taxes, fees, and surcharges are the sole responsibility of the prize winner. Failure to comply

with the Official Rules will result in forfeiture of the prize. If prize is forfeited, an additional drawing at random from eligible Entries may be made to determine a winner.

Except where prohibited by law, the winner (and parent/legal guardian if winner is a minor) grants (and agrees to confirm that grant in writing) permission for the Promotion Entities, their advertising and promotional agencies, and those acting under its authority to use such winner's name, photograph, voice and/or likeness, for advertising and/or publicity purposes in all media now known or hereafter discovered, worldwide and on the world wide web, without notice, review, approval, or additional compensation.

**Release of Liability:** By acceptance of a prize, winner agrees that the Promotion Entities will have no liability whatsoever for, and shall be held harmless by winner (and parent/legal guardian if entrant is a minor) against, any and all liability for injuries, loss or damage of any kind to persons, including death, or property damage resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize, participation in this promotion, or while traveling to, preparing for or participating in any Sweepstakes-related activity. The Promotion Entities expressly disclaim any responsibility or liability for injury or loss to any person or property in connection with the prizes awarded.

**Conduct:** Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operations to any of the Sweepstakes; to be acting in violation of the Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. **CAUTION: ANY DELIBERATE ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF ANY OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

**Limitation of Liability:** Sponsor is not responsible for any incorrect or inaccurate information. If, for any reason, the Sweepstakes is not capable of running as planned then Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes. In such event, Sponsor may, in its sole discretion, perform the random drawing from among all eligible Entries received prior to or after such cancellation, suspension, or modification.

**Winner's List:** To obtain a copy of any legally required winners list or a copy of the Official Rules, send the applicable request and a self-addressed, stamped, #10 envelope to DOWNTOWN SPOKANE KINDOPOLY c/o Downtown Spokane Partnership, 10 N Post Street, #400, Spokane, WA 99201. Request must be received no later than November 9, 2021 for the name of the winner(s) and, by the end of the promotion, for a copy of the rules.

**Sponsor:** The Sweepstakes is sponsored by Downtown Spokane Partnership, 10 N Post Street, #400, Spokane, WA 99201