## **TENNESSEN WARNING (DATA PRIVACY ACT)**

The *No Car, No Problem* E-Bike Drawing Sweepstakes (the "Sweepstakes") is sponsored by Move Minnesota, in the State of Minnesota. If you participate in the Sweepstakes, you will be asked to provide certain information that is classified as private or confidential data under the Minnesota Government Data Practices Act. Specifically, we will collect the following information about you: first and last name, email address, and residential address. We collect the information you provide: (1) to administer the Sweepstakes; (2) for statistical evaluation; and (3) to provide you with any information or services related to transportation that you request. The information that we ask you to provide on the entry form is not required by law. Participation in the Sweepstakes is strictly voluntary, and you are not required by law to furnish any of the information requested on the entry form. However, without the requested information, you will not be able to enter the Sweepstakes. The information you provide will be provided to certain other entities and individuals in order to administer the Sweepstakes. These entities include the Minnesota Department of Revenue, and the International Revenue Service. In addition, the information may be shared upon court order or provided to the state or legislative auditor.

## **SWEEPSTAKES OFFICIAL RULES**

- 1. **NO PURCHASE NECESSARY TO ENTER OR WIN**. Purchase will not increase your chances of winning. Void where prohibited. Restrictions apply.
- 2. ELIGIBILITY: Open to persons who permanently live or work in the Minnesota counties of Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington and are 18 years of age and older as of the date of entry ("Participant"). Employees of Move Minnesota ("Sponsor"), their affiliates, subsidiaries, and supporting agencies (collectively "Sponsor Parties"), and members of their immediate family or persons living in the same household are ineligible.
- 3. HOW TO ENTER: Beginning on October 1, 2025 at 12:01 am CST through October 31, 2025 at 11:59 pm CST ("**Promotion Period**"), Participant may submit a photo of themselves with an ad on a bus, train, or shelter of the Move Minnesota's *No Car, No Problem* awareness campaign on the Move Minnesota website at https://www.movemn.org/ no-car-campaign/. Follow the on-screen entry instructions and fill in all required information.

Alternative Method of Entry: To enter without submitting a photo, hand print your first and last name, your complete street address, daytime phone number, date of birth, and email address on a 3" x 5" index card or piece of paper and place your entry into an outer-mailing envelope with proper postage affixed and mail it to: Move Minnesota, Sweepstakes Promotion, 2446 University Ave W, Suite 170, Saint Paul, MN 55114. Mail-in entries must be postmarked by the end of the Promotion Period.

One entry per person is permitted. Use of any robotic, automatic, programmed, or similar entry method or entering more than the number of times permitted will void all entries and result in disqualification. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules.

- 4. DRAWING: A random drawing will be conducted on or about the 10<sup>th</sup> of the following month by Sponsor to select the winner from among all eligible entries received. Odds of winning depend on the number of entries received. The potential winner will be notified by email and must affirm their eligibility within five (5) days of the date notice is sent or such other date set by Sponsor. Failure to respond within the applicable time period will result in forfeiture of prize and Sponsor shall have the option to award the prize to an alternate winner. The return of any prize notification or prize as undeliverable may result in disqualification and an alternate winner may be selected. All income taxes resulting from acceptance of prize are the responsibility of winner. By entering this sweepstakes, entrant accepts and agrees to these Official Rules and the decisions of the Sponsor, which shall be final in all matters. Acceptance of a prize also constitutes permission to the Sponsor Parties to use winner's name and biographical information for marketing purposes without further compensation or right of approval, unless prohibited by law. All federal and state laws apply.
- 5. LIMITATION OF LIABILITY: By entering this sweepstakes, entrants waive all right to, and hold the Sponsor Parties harmless from, any claim, liability, loss, damage (including punitive, incidental, and consequential damages), or expense (including attorneys' fees) arising out of or in connection with participation in this sweepstakes or the acceptance, use, or misuse of any prize. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. Sponsor Parties will not be responsible for: late, incomplete, or incorrect entries; an entrant's failure to receive prize notices due to entrant's spam, junk e-mail, or other security settings or for entrants' provision of incorrect or otherwise non-functioning contact information; technical, hardware, or software malfunctions, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or used in this sweepstakes; by any human error which may occur in the processing of the entries in this sweepstakes; or any typographical, technological, or other error in the publishing of the offer, administration of the sweepstakes, or announcement of the prize. If, in the Sponsor's opinion, there is such an error, or there is any suspected evidence of tampering with any portion of the sweepstakes, or if technical difficulties (including viruses and bugs) compromise the integrity of the sweepstakes, Sponsor reserves the right to cancel or modify this sweepstakes in a manner deemed appropriate by the Sponsor. In the event of termination, winners will be selected from among all eligible entries received as of date of termination. In the event a dispute arises as to the identity of a potentially winning entrant, entries will be declared made by the name on the online entry form.

6. PRIZES: There will be a drawing for each of the following prizes:

Prize 1: Electric Bicycle, Retail Value: \$2,400.00.

Prize 2: Gift Basket including commute related items, Retail Value: \$300.00.

Prize 3: Visa Gift Card Certificate, Retail Value: \$100.00.

No substitution or transfer of prize permitted by winner. Sponsor reserves the right to substitute a prize of equal or greater value. All prizes will be awarded. If a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

- 7. CHOICE OF LAW AND FORUM: Entrant agrees that all matters arising out of or relating to this sweepstakes and these Official Rules are governed by, and construed in accordance with, the laws of Minnesota. Entrant further agrees that any dispute arising out of or relating to this sweepstakes and these Official Rules shall be brought exclusively in the applicable federal or state courts located in Minnesota.
- 8. PRIVACY: Information submitted with an entry is subject to the Privacy Protection Statement included on the entry form.
- 9. WINNERS LIST: For the names of all prize winners, send a self-addressed, stamped envelope to: Move Minnesota, Attn: Sweepstakes Winners, 2446 University Ave W, Suite 170, Saint Paul, MN 55114.
- 10. SPONSOR: Move Minnesota, 2446 University Ave West, Suite 170. Saint Paul, MN 55114.