

OFFICIAL RULES: “Omni Overnight in Eagan” Sweepstakes **NO PURCHASE NECESSARY TO ENTER OR WIN.** The following Sweepstakes is intended for legal residents of the 50 United States of America (USA), D.C. and Canada and shall only be construed and evaluated according to U.S. law. Do not enter this Sweepstakes if you are not located in the USA or CANADA at the time of entry. **ELIGIBILITY:** The “Omni Overnight in Eagan” Sweepstakes (the “Sweepstakes”) is open and offered only to legal residents of the 50 United States, D.C. and all Canadian Provinces who have reached the age of 21 years as of September 17, 2020. Employees of Enjoy Eagan DBA Eagan Convention and Visitors Bureau and their immediate families (parent, child, sibling or spouse) and/or household members and any other persons or entities associated with this promotion are ineligible to enter or win. Void in Puerto Rico and where prohibited by law.

SPONSOR/ADMINISTRATOR: The Sweepstakes is sponsored by Enjoy Eagan, 1501 Central Parkway, Eagan, MN 55121. **AGREEMENT TO OFFICIAL RULES:** By participating, entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Sweepstakes. Winning any Prize is contingent upon fulfilling all requirements set forth herein. **HOW TO ENTER:** The Sweepstakes begins on September 17, 2020 and ends on October 14, 2020 (“Sweepstakes Period”). Complete the entry form on the Enjoy Eagan sweepstakes page: <https://eaganmn.com/contests> to enter. Entrants must be 21 years of age and have a valid email address. One (1) entry per unique email address is allowed. **SELECTION OF WINNERS:** Odds of winning will depend on the total number of eligible entries received throughout the Sweepstakes Period. One grand prize winner will be selected randomly of all the entries received.

Within one (1) business day following the closing date of the prize sweepstakes period, on or about October 15, 2020, Enjoy Eagan will contact the Prize Winner via email to inform the participant that they are a Prize Winner. If after exercising reasonable efforts, Enjoy Eagan cannot reach a participant within 24 hours from the first attempt to contact them, Enjoy Eagan will be free of any liability and may forfeit the prize. If there is a dispute as to the identity of an online participant, the prize will be awarded to the authorized account holder of the email address submitted. Prize: The Grand Prize Winner will be awarded: One-night stay at Omni Viking Lakes Hotel in Eagan, \$50 gift card to Kyndred Hearth at Omni Viking Lakes Hotel.

PRIZE CONDITIONS: The Grand Prize must be redeemed by December 31, 2020. Prize has no cash value. **ADDITIONAL TERMS:** Enjoy Eagan reserves the right, at its sole discretion, to disqualify any participant from the Sweepstakes if Enjoy Eagan finds or reasonably believes such individual to be tampering with the entry process or the operation of the Sweepstakes or where applicable, the Sweepstakes Page; and/or to be acting: (i) in violation of these Rules; (ii) in an unsportsmanlike or disruptive manner; or (iii) with the intent to annoy, abuse, threaten or harass Enjoy Eagan, any of their respective employees, any other participants, or any other person. Any attempt by a participant or other individual to automate the entry process, or otherwise, undermine the legitimate administration, security or operation of the Sweepstakes, is a violation of criminal and civil laws. Enjoy Eagan reserves the right to seek remedies and damages from any such person to the fullest extent permitted by law.

Participants engaging in any of the foregoing activities may be disqualified and will forfeit any Prizes won. The decisions of Enjoy Eagan in regard to all matters of

the Sweepstakes are final and binding upon participants. In the event of any dispute regarding the interpretation of the rules of the Sweepstakes or any decision rendered by Enjoy Eagan, the decision or interpretation of Enjoy Eagan shall prevail. All participants must comply with applicable laws. Any entry that is illegible, incomplete, altered, or contains false information, is invalid. Contestants acknowledge that Enjoy Eagan and all involved advertising and promotional agencies, other suppliers providing Prizes or other materials or services in connection with this Sweepstakes, anyone else involved in the development or execution of this Sweepstakes, MOAC Mall Holdings LLC, and each of their respective parent companies, subsidiaries and affiliated companies and each of their respective shareholders, directors, officers, employees, agents, representatives, successors and assigns (collectively, the "Releasees")

have not made, -nor are in any manner responsible, for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to, its quality, merchantability and fitness for a particular purpose. Further, no responsibilities are accepted by any of the Releasees for any additional expenses, omissions, delays, re-routing, or acts of any government or authority. BY PARTICIPATING IN THE SWEEPSTAKES, EACH PARTICIPANT HEREBY RELEASES AND HOLDS HARMLESS ALL OF THE RELEASEES FROM ANY AND ALL LIABILITY, INJURIES, LOSS, CLAIMS OR DAMAGE OF ANY KIND WHATSOEVER (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) ARISING FROM OR IN CONNECTION WITH:

(I) PARTICIPATING IN THE SWEEPSTAKES; AND/OR (II) ACCEPTANCE, USE, MISUSE OR NONUSE OF ANY PRIZE OR PARTS THEREOF, INCLUDING, WITHOUT LIMITATION, LIABILITY FOR DEATH, PERSONAL INJURY, DAMAGE OR LOSS OF ANY KIND, LOSS INCURRED DURING TRAVEL TO/FROM, AND/OR ATTENDANCE AT, ANY OF THE EVENTS FORMING PART OF THE PRIZES AND FROM LIABILITY TO ANY OTHER PERSONS RELATING TO OR RESULTING FROM ENTERING THE SWEEPSTAKES. Without limiting the foregoing, the Releasees are not responsible for: (i) any incorrect or inaccurate information, whether caused by participants, Facebook, Woobox, or any third parties, or by any of the equipment, hardware, software or programming associated or used with the Sweepstakes; (ii) technical errors, defects, delays or failures of any kind, including, without limitation, malfunctions, interruptions or disconnections in communications lines, Internet or website access, hardware or software; (iii) digital or electronic disruptions (e.g. security breaches); (iv) unauthorized human intervention (e.g. hacking); (v) technical or human error which may occur in connection with any aspect of the Sweepstakes; (vi) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from a participants or Guest's participation in the Sweepstakes, or receipt or use of any Prize; (vii) participants' breach of Facebook's terms of use; and (viii) lost, incomplete, illegible or garbled entries, mail or transmissions, interrupted or unavailable network, server or other connections, miscommunications, computer viruses, bugs, worms, tampering, unauthorized intervention, fraud, failed computer hardware or software or telephone transmissions, or other errors or problems of any kind whether electronic, mechanical, or human. Notwithstanding any other provision contained herein, Enjoy Eagan reserves the right, in its sole discretion, to modify, amend, cancel, suspend, reinstate or close the Sweepstakes, at any time in whole or in part without prior notification, and for any reason whatsoever. The Sweepstakes is in no way sponsored, endorsed or administered by, or otherwise associated with, Facebook. Participants are providing their information to Enjoy Eagan and not to Facebook.

MOAC Mall Holdings is not associated with this Sweepstakes.