

# 2022 Nicolet Water Kid Contest **Official Rules**

## **No Purchase Necessary to Enter or Win A Purchase Will Not Increase Your Chance of Winning**

1. **Consent:** By signing up for the Nicolet Water Kid contest you provide Nicolet and its parent company, Premium Waters, Inc., to retain your contact information for marketing purposes. Contact information will not be sold to third parties.
2. **Eligibility:** The Nicolet Water Kid Contest (the “Contest”) is open only to legal residents of the United States. A parent or legal guardian shall submit an entry form on behalf of his or her child (ages 7 to 14 on the game date) in the Contest. Any individual submitting an entry form must be age 18 or over. Void where prohibited.

Employees, and the immediate family and household members of such employees, of Premium Waters, Inc. (“PWI”), its affiliates, subsidiaries, divisions, advertising and promotion agencies, and any entities or individuals associated with the development, fulfillment of this Contest are ineligible to enter or win the Contest.

PWI and/or its contractors may use the personal information you set forth on your entry form (the “Personal Information”) to send you e-mail notices, verify and ship a Contest prize, or as otherwise as necessary to fulfill Contest requirements. PWI may also share the Personal Information with its vendors that co-sponsor the Contest and its other retail partners, but only for the express purposes set forth above. By submitting an entry form for the Contest, you agree that PWI may use your Personal Information for the communications set forth above and future communications, including, but not limited to, PWI advertising, promotions, surveys, contest/sweepstakes, and other similar communications without compensation or permission, unless you specifically opt-out by unsubscribing to PWI’s emails or contacting PWI. You agree to be bound by the terms of these official rules and consent to PWI’s use of your contact information, as set forth above. PWI will not sell or rent your contact information to any third party.

PWI reserves the right to limit the participation of winners based on COVID-19 vaccination status requirements set forth by the National Football League or the Green Bay Packers.

3. **How To Enter:** The Contest starts January 1st, 2022 at 12:01 am and ends December 31st, 2022 at 11:59 pm. (the “Contest Period”). During the promotion dates, entrants may register for the Contest by visiting <http://www.nicoletwaterkid.com>, <https://www.nicoletwater.com>, or <http://premiumwaters.com/nicolet-water-kid> and filling out all of the required fields on the “Nicolet Water Kid” page. **An entrant may submit only one (1) entry per child per person/email address for each GAME DATE listed below. Entries will not carry over to the following weeks. For example, an entry made on September 22 will not be eligible to win the prize for the November 29, GAME DATE.** All entries become the property of PWI and will not be returned. PWI is not responsible for late, lost, stolen, damaged, misdirected, incomplete, or illegible entries. Only one (1) form of participation per timeframe is valid. Any attempt by any entrant to obtain more than one (1) entry per timeframe by using multiple/different email addresses, identities, or any other methods will void all of that entrant’s entries, and such entrant will be disqualified.

<u>START OF CONTEST</u>	<u>REGISTER THROUGH</u>	<u>GAME DATE</u>	<u># OF WINNERS</u>
January 1, 2022	December 15, 2022	January 7/8 (NFL pending)	1

3. **Sponsor:** The Contest is sponsored by Premium Waters, Inc., 2100 Summer St NE, Suite 200, Minneapolis, MN 55413. The service provider for the online sign-up portion of this Contest is brandhowse.
4. **Agreement to Official Rules:** Participation in the Contest constitutes the entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of PWI, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein promptly. Time is of the essence.
5. **Winner Selection:** Winners will be determined using a random drawing from all eligible entries during each of the timeframes noted in the timetable set forth above. **Limit one (1) prize per person during the Contest Period.** The drawing will occur on or about two (2) days following the last day to enter, as noted in the timetable set forth above, and will be conducted by representatives of PWI. PWI will notify potential winners by phone and/or email. Potential winners will have forty-eight (48) hours from their receipt of PWI’s email or phone call to accept the prize. If PWI does not receive a response within the timeframe set forth above, the potential winner will be disqualified and PWI shall select an alternate winner.
6. **Prize and Odds of Winning:** Odds of winning depend on the total number of eligible entries received. PWI shall select one (1) winner for the game listed in the above timetable.

**Prize:**

- Four (4) tickets to a home Green Bay Packers game
- Four (4) pre-game sideline passes to the same game
- Nicolet Water Kid will have the opportunity to run across the field as the Official Nicolet Water Kid at Lambeau field before the game while hearing the announcer mention their name and see themselves on Tundravision
- Video of their experience
- A piece of Green Bay Packer memorabilia

**Any expenses associated with travel are the winners' and guests' responsibility. If winners are unable to travel on the dates required to attend these events, the winners shall forfeit the prize. PWI will not replace any lost or stolen tickets, vouchers, certificates, prizes, or prize components once they are in the winner's possession. Winners are responsible for all other expenses including but not limited to transportation, meals, lodging, gratuities, incidentals, and federal, state, and local taxes.** The prize is not redeemable for cash; nor is it transferable or substitutable except by PWI with one of equal or greater value.

- 7. General:** PWI reserves the right to cancel, suspend, and/or modify the Contest if any fraud, virus, or bugs, non-authorized human intervention, or other technical problem corrupts the administration, security, proper play of the Contest, or submission of entries of the Contest as determined in its sole discretion. In such event, PWI reserves the right to award the Prize at random from among the eligible entries received up to the time of the impairment. PWI reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, PWI reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 9. Release and Limitations of Liability:** By participating in the Contest, entrants agree to release and hold harmless PWI, its officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Contest or the processing of entries; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt of any prize. Entrant further agrees that in any cause of action, the Released Party's liability will be limited to the cost of entering and participating in the Contest, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
- 10. Disputes:** Except where prohibited, entrant agrees that any disputes, claims, and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the state court located in Brown County, Wisconsin. 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 PWI in connection with the Contest, shall be governed by and construed by, the laws of the State of Wisconsin, without giving effect to any choice of law or conflict of law rules (whether of the State of Wisconsin or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Wisconsin.
- 11. Publicity:** Except where prohibited by law, participation in the Contest constitutes winner's irrevocably grant to PWI, and those acting with its authority, the unrestricted, absolute, perpetual, worldwide right and license to use the winner's (and the winner's child's) name, photograph, likeness, voice, biographical and personal background information, statements, and Contest entry form, and, without limitation, any notes, photograph, film, or video or audio tape that may be taken of me or of such materials (the foregoing, collectively, the "Content"), without further compensation, consideration, or notice or permission to the winner or to any third party, and to reproduce, copy, modify, create derivative works of, display, perform, exhibit, distribute, transmit or broadcast, publicly or otherwise, or otherwise use and permit to be used the Content or any part thereof, whether alone or in combination with other materials (including but not limited to text, data, images, photographs, illustrations, and graphics, video or audio segments of any nature), in any media or embodiment now known or hereafter developed (including but not limited to any format of any computer-based, Internet-based, electronic, magnetic, digital, laser or optical-based media), in connection with any partner (or its designee)'s advertising, promotion, publicity, trade, sweepstakes or contest promotions, activities, or materials.

**12. Official Rules/Who Won:** To find out the name of the winners, or receive a copy of the Official Rules, send a self-addressed, stamped business envelope, to Premium Waters, Inc., Nicolet Water Kid Contest, 2100 Summer St NE, Suite 200, Minneapolis, MN 55413 on or before February 28, 2023.