

2023 Nicolet Water Kid Sweepstakes 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 Sweepstakes (the “Sweepstakes”) is open only to legal residents of the fifty (50) United States and District of Columbia. 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 Sweepstakes. 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”), the MLB Entities (defined below), their affiliates, subsidiaries, divisions, advertising and promotion agencies, and any entities or individuals associated with the development, fulfillment of this Sweepstakes are ineligible to enter or win the Sweepstakes. The “MLB Entities” shall mean the Office of the Commissioner of Baseball (“BOC”), its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P. (“MLB”), Major League Baseball Properties, Inc., The MLB Network, LLC, the Major League Baseball Clubs (“Clubs”), each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities.

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 Sweepstakes prize, or as otherwise as necessary to fulfill Sweepstakes requirements. PWI may also share the Personal Information with its vendors that co-sponsor the Sweepstakes and its other retail partners, but only for the express purposes set forth above. By submitting an entry form for the Sweepstakes, 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, 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 Major League Baseball or the Milwaukee Brewers. The Milwaukee Brewers currently require compliance with the following MLB COVID-19 protocols.

3. **How To Enter:** The Sweepstakes starts March 29, 2023, at 12:01 am and ends August 31, 2023, at 11:59 pm. (the “Sweepstakes Period”). During the promotion dates, entrants may register for the Sweepstakes by visiting <http://www.nicoletwaterkid.com> or <https://www.nicoletwater.com> and filling out all of the required fields on the “Nicolet Water Kid” page. 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 SWEEPSTAKES</u>	<u>REGISTER THROUGH</u>	<u>GAME DATE</u>	<u># OF WINNERS</u>
March 29, 2023	August 31, 2023	September 17, 2023	1

3. **Sponsor:** The Sweepstakes 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 Sweepstakes is brandhowse.
4. **Agreement to Official Rules:** Participation in the Sweepstakes 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 in a timely manner. Time is of the essence.

5. **Winner Selection:** Winners will be determined by means of 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 Sweepstakes 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(s) and Odds of Winning:** Odds of winning depend on the total number of eligible entries received. PWI shall select one (1) winner for each game listed in the above timetable.

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.

Prize:

- Four (4) tickets for the winner, applicable child as indicated in the entry, and three (3) guests to one (1) 2023 home Milwaukee Brewers game at Sponsor's sole discretion.
- Nicolet Water Kid will have the opportunity to deliver water to the field as the Official Nicolet Water Kid at American Family Field during the game while hearing the announcer mention their name and see themselves on the main scoreboard in the stadium.
- Video of their experience
- One (1) piece of merchandise at the Sponsor's sole discretion

Approximate Retail Value: \$599

Exact nature and duration of opportunity for the winner's child to deliver water to the field, the announcement, and video shall be determined in the sole discretion of the Milwaukee Brewers and subject to availability. Use of any Major League Baseball game/event/exhibition ticket is subject to the standard terms, conditions, and health and safety policies applicable to the ticket; see brewers.com/ticketback for details. Seat locations at the game/event/exhibition and, unless otherwise stated in the prize description, exact game/event/exhibition date shall be determined in the sole discretion of Sponsor. Each winner's guest(s) must be of legal age of majority in his/her(their) jurisdiction(s) of residence unless accompanied by a parent or legal guardian. Major League Baseball game/event/exhibition dates and times are determined in the sole discretion of the BOC and/or the applicable Club and may be subject to change. The terms and conditions of the tickets awarded as part of the prize will govern in the event a legal game/event/exhibition, as defined by Major League Baseball, is not played or held due to weather conditions, an act of God, an act of terrorism, civil disturbance, or any other reason. Winners and guest(s) agree to comply with all applicable ballpark and venue regulations in connection with the prize; see brewers.com/ballpark for details. Sponsor and the MLB Entities reserve the right to remove or to deny entry to the winner and/or his/her guest(s) who engage in a non-sportsmanlike or disruptive manner or with intent to annoy, abuse, threaten, or harass any other person at the game/event/exhibition. Released Parties (as defined below) will not be responsible for weather conditions; acts of God; acts of terrorism; civil disturbances; local, state, or federal regulation, order, or policy; work stoppage; epidemic, pandemic, or any other issue concerning public health or safety; or any other event outside of their control that may cause the cancellation or postponement of any Major League Baseball game/event/exhibition. Major League Baseball game/event/exhibition tickets awarded as prizes may not be resold, offered for resale, or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and prize forfeiture, and may invalidate the license granted by the game/event/exhibition ticket. Participation in the prize event is subject to each winner's (and guest's) consent to and compliance with all health and safety policies of the MLB Entities, including but not limited to the wearing of masks if and when directed and the requirement to be fully vaccinated against COVID-19 (i.e., having received a final vaccination dose at least 14 days prior to the event).

7. **General:** PWI reserves the right to cancel, suspend, and/or modify the Sweepstakes if any fraud, virus, or bugs, non-authorized human intervention, or other technical problem corrupts the administration, security, proper play of the Sweepstakes, or submission of entries of the Sweepstakes as determined in its sole discretion. In such an 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 Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes 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 Sweepstakes, entrants agree to release and hold harmless PWI, the MLB Entities, their officers, directors, employees, and agents (the “Released Parties”) from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (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 Sweepstakes 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 Sweepstakes or receipt of any prize. Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Sweepstakes, 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, the entrant agrees that any and all disputes, claims, and causes of action arising out of, or connected with, the Sweepstakes 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 Sweepstakes, shall be governed by and construed in accordance with, 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 Sweepstakes constitutes the winner irrevocably grants 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) name, photograph, likeness, voice, biographical and personal background information, statements, and Sweepstakes 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 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 Sweepstakes, 2100 Summer St NE, Suite 200, Minneapolis, MN 55413 on or before December 31, 2023.

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