



THE TWIN CITIES ORTHOPEDICS MAKE IT TO STATE PROMOTION

OFFICIAL RULES

THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK. FACEBOOK IS NOT AFFILIATED WITH THE SPONSOR IN ANY WAY.

- 1 OVERVIEW/HOW TO PARTICPATE:** The “Twin Cities Orthopedics “Make It To State” Promotion (the “Promotion”) sponsored by Twin Cities Orthopedics (“Sponsor”) begins at 12:00:01 a.m. Central Time (“CT”) on February 20, 2017 and ends at 11:59:59 p.m. CT on March 26, 2017 (the “Promotion Period”). During the Promotion Period, Sponsor invites eligible individuals (see requirements in Rule 2, below) to enter three ways. First, eligible individuals may visit Sponsor’s Facebook Page at www.facebook.com/TwinCitiesOrthopedics, and post, on the Sponsor’s timeline, an original photo of your own creation that shows you exhibiting the spirit of a sports fan. You may also “Like” the Page while on it. Your photo must comply with the photo requirements and content restrictions contained in these Official Rules; please read them carefully before posting your photo (see Rule 3, below). Among other restrictions, your photo must not include any sports team names, logos or other trademarks.

Second, you may post an original photo of your own creation that shows you exhibiting the spirit of a sports fan on your personal Instagram account using the hashtag #MakeltToState. Your account privacy settings must be set to “Public” in order to be eligible. Instagram accounts are free to join at www.instagram.com. You may also visit Sponsor’s Instagram Account at www.instagram.com/TwinCitiesOrtho, and “follow” the account. Your photo must comply with the photo requirements and content restrictions contained in these Official Rules; please read them carefully before posting your photo (see Rule 3, below). Among other restrictions, your photo must not include any sports team names, logos or other trademarks.

Third, you may post an original photo of your own creation that shows you exhibiting the spirit of a sports fan on your personal Twitter account using the hashtag #MakeltToState. Your account privacy settings must be set to “Public” in order to be eligible. Twitter accounts are free to join at www.twitter.com. You may also visit Sponsor’s Twitter Account at www.twitter.com/TwinCitiesOrtho, and “follow” the account. Your photo must comply with the photo requirements and content restrictions contained in these Official Rules; please read them carefully before posting your photo (see Rule 3, below). Among other restrictions, your photo must not include any sports team names, logos or other trademarks.

The Promotion is subject to all applicable federal, state and local laws and regulations, and to the terms and policies of Facebook, Instagram, and Twitter. Participation constitutes each participant’s full and unconditional agreement to abide by, and be bound by, these Official Rules, which shall be final and binding in all matters related to the Promotion. If you opt to use a wireless mobile device to submit your photo, standard message and data rates and other charges may apply. Check your mobile plan for rates/details prior to participating via a mobile device.

Limit one (1) photo submission per person during the Promotion Period. Your photo will be available for public viewing on Sponsor’s Facebook Page indefinitely, at Sponsor’s discretion and may be re-shared to Sponsor’s Instagram and/or Twitter accounts. Sponsor may also choose, but is not obligated, to exhibit your photo on digital billboards throughout the Minneapolis/St. Paul metropolitan area through approximately 3/26/17. By participating, you consent to Sponsor’s use of your photo in the above manner and as otherwise outlined herein.

- 2 **ELIGIBILITY:** This Promotion is open to legal residents of the 50 United States and District of Columbia who are eighteen (18) years of age or older (19 or older if a resident of AL or NE). Void elsewhere and where prohibited. Non-eligibility may result in disqualification, at the discretion of the Sponsor.

- 3 **PHOTO REQUIREMENTS AND CONTENT RESTRICTIONS:** Photos may be black-and-white or color. Acceptable digital photo file formats include: TIF, PNG, JPEG, GIF or BMP. Digital photo file size may not exceed maximum file size for Facebook platform. Each photo must be original and created by the

person submitting it. Modifying, enhancing or altering a third party's preexisting work does not qualify as your original work. No previously published photos or award-winning photos may be submitted. Submitted photo may include individuals other than yourself if the you have received written consent to include such individuals in the photo and to submit the photo in the Promotion. If any third party included in the photo is a Minor, then you must have the written consent of the Minor's parent or legal guardian. Sponsor may require proof of consent at any time, and in any manner it deems reasonable. Photos may not contain content which, in the opinion of Sponsor,:

- (a) is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- (b) violates or infringes another's rights, including but not limited to content that violates privacy, publicity, or intellectual property rights, or that constitutes copyright infringement;
- (c) promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- (d) promotes irresponsible or excessive consumption of alcohol; promotes illegal drugs, tobacco, firearms/weapons, or any particular political agenda or message;
- (e) defames, misrepresents or contains disparaging remarks about other people or companies;
- (f) includes third-party trademarks, logos, insignia, names, likenesses, location signage, photographs, artwork, or sculptures without express permission from the person(s) who hold legal rights to any such content;
- (g) contains names or other personally identifiable information of third parties, without express written consent;
- (h) is unlawful, in violation of or contrary to the laws or regulations in the state in which the photo is created; or
- (i) communicates messages inconsistent with the positive images and/or goodwill with which Sponsor wishes to associate.

Further, photos must not, in the opinion of the Sponsor, involve activities/stunts that are potentially harmful to the subject(s). All participants must use caution and common sense in creating their photos. The above list of Content Restrictions is not intended to be exhaustive. Sponsor may disqualify and reject a photo if, in the opinion of the Sponsor, the photo is in any way inappropriate for inclusion in this Promotion or for public viewing. By participating, you acknowledge that Sponsor has no obligation to use or post any photo submitted.

- 4 **RIGHTS GRANTED/OTHER CONDITIONS:** Submission of a photo constitutes your consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display (publicly and privately) such photo in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes, without compensation. If requested, you must sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights you are granting in and to the photo. You agree not to instigate, support, maintain or authorize any action or lawsuit against Sponsor on the grounds that any permissible use of your photo infringes any of your rights as creator of such photo.

By participating in the Promotion, you agree your participation is gratuitous, unsolicited and without restriction, and will not place Sponsor under any obligations other than those contained in these Official Rules, and that Sponsor is free to disclose the ideas contained in the photo on a non-confidential basis to anyone or otherwise use the ideas therein without any compensation to you. You further acknowledge that Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or obtained from sources other than you. By submitting a photo in the Promotion, you understand and acknowledge that you will not now or in the future be paid or compensated in any way for your photo or for granting the Sponsor any of the rights set out in these Official Rules.

- 5 **SPONSOR'S TRADEMARKS:** The Sponsor's trademarks, trade dress and logo (collectively, "Sponsor's Marks") may be used, unaltered, for purposes of this Promotion only. No other rights in or to Sponsor's Marks are granted under these Official Rules. Use of Sponsor's Marks is not required, and their inclusion in a photo will not, in itself, confer an advantage on the photo.
- 6 **TAMPERING:** If for any reason this Promotion cannot be executed as planned, including but not limited to infection by virus, bugs, tampering, unauthorized intervention, fraud, technical failures, force majeure, social media platform mandates or changes, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of this Promotion, or if this Promotion is compromised or becomes corrupted in any way, electronically or otherwise, Sponsor reserves the right, in its sole discretion, to suspend,

modify or terminate this Promotion. Sponsor reserves the right, at its sole discretion, to disqualify and prosecute any individual who tampers with or attempts to tamper with the Promotion in any way.

- 7 **LIMITATIONS OF LIABILITY:** By participating in this Promotion, you hereby waive, release and agree, to the extent allowed by applicable law, to hold harmless Sponsor, Facebook, Inc., Twitter, Inc. their respective parent, subsidiary and affiliated companies, and advertising and promotion agencies, and the officers, employees, directors and agents of each of the foregoing (collectively, the “Released Parties”), from and against any and all rights, claims and causes of action whatsoever that may arise against any of them for any liability for any matter, cause or thing whatsoever, including but not limited to any injury, death, loss, or damage to person and/or property, or claims for violation of privacy rights, defamation or portrayal in a false light, allegedly arising in whole or in part, directly or indirectly, from your photo or your participation in this Promotion.
- 8 **DISPUTES/VENUE/GOVERNING LAW:** By participating, you agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with, this Promotion shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Hennepin County, Minnesota; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with participating in this Promotion, but in no event attorneys’ fees; and (c) to the extent allowed by applicable law, under no circumstances will participant be permitted to obtain awards for, and participant hereby waives, all rights to claim, punitive, incidental and/or consequential damages and/or any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of any participant or Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the internal laws of the State of Minnesota

without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

The invalidity or un-enforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials, and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

9 SPONSOR: This Promotion is sponsored solely by Twin Cities Orthopedics, Golden Valley, MN.

Any questions, comments or complaints regarding this Promotion must be directed to the Sponsor only, and not to Facebook, Instagram, or Twitter.

All trademarks used herein are the property of their respective owners.