

TCO “MY COMEBACK” CONTEST
Official Rules

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS CONTEST.

1. **Contest Overview:** Twin Cities Orthopedics (Sponsor) will award Six (6) Grand Prizes of an ultimate VIP Suite Minnesota Twins Package to the Contestants whose submissions are selected by the Judges and voted on by the public as the best entries. Please see the selection process below for further information regarding the selection process.
2. **Contest Term:** The TCO Comeback Contest (the Contest) begins on March 4, 2019 at 12:00:01 am CST and ends on May 3, 2019 at 11:59:50 pm CST (the Contest Term). All entries must be received during the Contest Term. Sponsor’s computer time clock is the timekeeper for all Contest purposes, and entries are only valid upon receipt by Sponsor’s computer system.
3. **Eligibility:** No purchase or payment is necessary to enter or win this Contest. This Contest is only open to legal U.S. residents of Minnesota and Wisconsin who are the age of majority or older in their state of residence at the time of Contest entry who have been patients of Sponsor. Contestants may not be employees of the Sponsor, or of its parent company, subsidiaries, affiliated companies, partners, advertising or promotion agencies, nor may they be members of the immediate families of any of the foregoing, or persons living in their households. Entries are limited to individuals only: commercial enterprises and business entities are not eligible. **THE CONTEST IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW** and is subject to applicable federal, state and local laws and regulations.
4. **Sponsor:** Twin Cities Orthopedics, P.A., 4200 Dahlberg Dr., Suite 300, Golden Valley, MN 55422.
5. **How to Enter:** Submit your entry on the Contest page at www.TCOmn.com/Comeback (“Contest Page”) by sharing your story about how you worked with Sponsor to comeback from an injury or condition that has kept you from competition or getting back to normal life. Look for the instructions listed at the top of Contest Page to complete your entry and provide all information and materials requested, including name, contact information and the name of the person at Twin Cities Orthopedics who was the most helpful in your comeback process (each person submitting an entry, a “Contestant”). Incomplete submissions and entries will be disqualified. Limit: one entry per person. If a Contestant submits more than one entry, Sponsor shall consider the first submission received as the official submission and all other submissions shall be disregarded. All entries become the property of Sponsor and will not be acknowledged or returned. It is permissible for a person other than the patient to submit an entry on behalf of the patient, but the patient his or herself will be considered the Contestant for Contest purposes.
6. **Submissions:** Each submission should: (i) include a story of how the Contestant came back from an injury or condition that has kept them from getting back to competition or normal life with the help of Sponsor; (ii) be suitable for all ages; (iii) be original and owned by Contestant; (iv) be true and accurate; (v) not contain any third party content, including but not limited to any copyrighted material, third party trademarks, and/or names or likeness of any third parties; and (vi) not include any obscene, lewd or offensive content, as determined in Sponsor’s sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify or refuse to post any entry at any time. Once the entry is submitted, Contestant may not update, revise or rescind the entry. Any entry that is modified after being received may be disqualified. By submitting your

submission, you accept all Contest rules and agree to be bound by the decisions of the Sponsor and Judges. All entries, including all submissions, and all legal rights and interests in them, including the rights of copyright, become the exclusive property of Sponsor, who reserves the right to edit, adapt, copyright, publish, transfer and use any or all of them in all media worldwide, including the Internet, without compensation to you or any third party and will not be acknowledged or returned, or any portion thereof. Each entrant agrees to take any actions (including execution of documents) reasonably requested by Sponsor to effect, perfect or evidence the foregoing assignment.

7. **Judging Round: Selection of Winners:** Submissions will be reviewed by a panel of judges representing Sponsor (the “Judges”) on or about May 7, 2019. The Judges will determine which entries are selected as the potential winners and will be posted on Sponsor’s social media channels, based on the following criteria: Entrant’s story (40%); Role of Sponsor in helping entrant achieve goals (30%); Creativity and quality of submission (30%). If any entries are tied, ties will be settled based on the entry with the highest bonus point score. If there is still a tie, an independent qualified judge will be chosen to score the tied entries and select a potential winner based on the above criteria. The six (6) entries which receive the highest Judges scores will be selected as the potential winners. All decisions of the Judges shall be final, and the Judges will not disclose scores for individual submissions. Winners will be announced on or about May 17, 2019. The winning entries will be posted on Sponsor’s Social Media channels, including Facebook, Instagram, LinkedIn and Twitter (“Social Sites”) on or about May 17, 2019.

8. **Prizes and Restrictions:**

Six (6) Grand Prizes: the winners will receive the following:

1. 16-person suite to a Minnesota Twins home game;
2. On-field access for batting practice for winner and three (3) guests;
3. Pre-game recognition; and
4. A meet and greet with a Twins player, to be determined.

The Approximate Retail Value (“ARV”) of each Grand Prize is \$3,000 (USD). Actual value of the Grand Prize may fluctuate. If the actual value is less than the stated ARV, the difference will not be awarded as cash or otherwise.

Limit one (1) prize per person. Total ARV for all prizes \$18,000.

Prize Conditions: Prizes consist only of items specifically listed as part of the prize or as agreed upon by Sponsor in writing. Certain conditions and restrictions may apply, specifically including without limitation any restrictions printed on the tickets and any rules and regulations of the Minnesota Twins, Target Field and Major League Baseball. All costs and expenses not specified herein, related to the prize or incurred by accepting a prize, are the sole responsibility of each individual winner, including without limitation travel costs, meals, parking, and any other expenses incurred in use of the prize.

Exact game date and suite specifics at the games shall be determined in the sole discretion of Sponsor. Grand Prize winner’s guests must be of legal age of majority in his/her jurisdiction of residence (and at least eighteen (18) years of age), unless

accompanied by a parent or legal guardian. Major League Baseball game, event and exhibition dates and times are determined in the sole discretion of the Office of the Commissioner of Baseball and/or the applicable Major League Baseball Club, as applicable, and may be subject to change. The terms and conditions of the tickets awarded as part of the Grand Prize will govern in the event a legal game, event or exhibition, as defined by Major League Baseball, is not played or held, as applicable, due to weather conditions, an act of God, an act of terrorism, civil disturbance or any other reason. The Grand Prize winner and his/her guest agree to comply with all applicable ballpark and venue, as applicable, regulations in connection with the Grand Prize. Sponsor and the applicable MLB Entities reserve the right to remove or to deny entry to the Grand Prize winner and/or his/her guest who engage(s) in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the game(s), event or exhibition. Sponsor will not be responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of any Major League Baseball game, event or exhibition. Major League Baseball game, event and exhibition tickets awarded as prizes may not be resold or 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 Grand Prize forfeiture, and may invalidate the license granted by the game, event or exhibition tickets.

Except where or to the extent prohibited by law, each winner agrees that Sponsor may use such winner's name, likeness, statements, entry materials, biographical information and any related images or video footage for any purpose whatsoever in any form or medium now or hereafter known in perpetuity without any further compensation to, or consent from, such winner. However, Sponsor has no obligation to use such materials. Each winner agrees that use of such winner's photo, video, statements, entry materials, likeness and biographical information for any purpose whatsoever does not form part of the prize and that the Sponsor is not required to reproduce or display any images of such winner in any media.

All prizes must be accepted as awarded without substitution and are not transferable, not for resale and have no cash surrender value. The Sponsor reserves the right, in the event that a prize (or portion thereof) cannot be awarded as described for any reason whatsoever, to substitute another prize of equal or greater value. Once awarded to the winners, the Sponsor shall have no liability whatsoever for the prizes or the use or misuse of the prizes by the winners or Grand Prize winner's guests. By accepting the prize, each winner acknowledges compliance with these Official Rules and sufficiency of the prize as awarded.

Winners will be notified using the contact information provided in his/her entry. If a winner is unable to be contacted using the information provided, for any reason, the Winner will be disqualified and the entry with the next highest number of votes will be selected as an alternate winner. If for any reason any winner is ineligible or does not accept the Grand Prize as described above, no cash or other compensation will be paid, and the entry with the next highest number of votes will be selected as an alternate Winner. Additionally, if the Winner is unable to comply with these rules and regulations, the entry with the next highest number of votes will be selected

as an alternate Winner. Sponsor is not responsible for winner limitations that prevent acceptance or use of any prize. Each Contestant preliminarily chosen as a winner or alternate winner, if applicable, (each, a “Potential Winner”) may be required to execute and return an Affidavit of Eligibility, Release of Liability, and Publicity Release within ten (10) business days of receipt of such Affidavit and Release, and must possess age-defining documentation (i.e., photo identification) prior to the prize release. Failure to execute and return the required documents within ten (10) days of receipt may subject a Potential Winner to disqualification and, in such case, the entry with the next highest number of votes will be selected as an alternate winner. Sponsor is not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify a Potential Winner.

9. **Taxes:** Winner is solely responsible for all applicable taxes associated with receipt of the Grand Prize.

10. **General:** By entering this Contest, each Contestant warrants that: (a) the Contestant has read, understood, and followed these Contest Rules; (b) the Contestant agrees to be bound by the decisions of Sponsor and the Judges; (c) the Contestant is eligible under these Contest Rules; (d) the submission is original and owned by Contestant. All Potential Winners and their entries may be subject to verification and investigation before being awarded any prizes. In the event not enough qualified entries are received, Sponsor is not responsible to award more prizes than entries received. This Contest shall be governed by Minnesota law. By participating in this Contest, Contestants agree that (a) any and all disputes, claims and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action and Minnesota courts shall have exclusive jurisdiction over any dispute or litigation arising from or relating to this Contest and that venue shall be only in Minneapolis, Minnesota; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event shall there be a claim or award of attorneys’ fees or costs; and (c) under no circumstances will Contestants be permitted to obtain, and Contestant hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual 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 BE APPLICABLE TO EACH CONTESTANT AND/OR WINNER.

11. **Limitation of Liability:** Sponsor is not responsible for any incorrect or inaccurate information associated with or utilized in the Contest or for any technical or human error, which may occur in the processing of entries in the Contest. Sponsor assumes no responsibility for any incomplete, misdirected, late or lost entries, or any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, garbled or corrupted data transmitted, theft or destruction or unauthorized access to, or alteration of, entries or entry data. If, for any reason, the Contest is not capable of running as planned, including tampering, unauthorized intervention, fraud, or any other causes beyond the control of Sponsor which affects the administration, security, fairness, integrity or proper conduct of the Contest, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest.

Contestants agree that Sponsor, Judges, the Social Sites, prize suppliers, participating retailers, advertising and promotion agencies, and their respective parent and affiliate companies, suppliers, printers, distributors, and the respective officers, managers, members, directors, employees, representatives and agents of each and any other person or entity related in any way to this

Contest (collectively, the “Contest Entities”) will have no liability whatsoever for, and shall be held harmless and indemnified by Contestants against, any and all liability, including but not limited to any death, injury, loss or damage of any kind, resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the Grand Prize, participation in this Contest, or while traveling to, preparing for or participating in any prize-related activity. The Contest Entities expressly disclaim any responsibility or liability for injury or loss to any person or property in connection with the delivery and/or subsequent use of the prize, or any portion thereof, awarded.

Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of any of the Contest; to be acting in violation of the Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person in Sponsor’s sole discretion. **CAUTION: ANY DELIBERATE ATTEMPT BY A CONTESTANT OR ANY OTHER INDIVIDUAL TO UNDERMINE THE LEGITIMATE OPERATION OF ANY OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

12. **Social Media Site Role:** This Contest is in no way sponsored, endorsed, administered by or associated with Twitter, Facebook, LinkedIn, or Instagram (“Social Sites”). Entrants are providing their personal information to Sponsor, and not to the Social Sites.

13. **Winners List:** For a list of winners, send a written request together with a self-addressed, stamped envelope to TCO “My Comeback” Contest c/o Twin Cities Orthopedics, P.A., 4200 Dahlberg Dr., Suite 300, Golden Valley, MN 55422. Requests must be received by August 30, 2019.

14. **Change or Cancellation:** Sponsor reserves the right to change the rules or cancel this offer at any time without further obligation or liability.