

# OFFICIAL RULES

## BUFFALO WILD WINGS® OKTOBERFEST FLYAWAY SWEEPSTAKES

**NO PURCHASE NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. VOID WHERE PROHIBITED. MUST BE 21 YEARS OF AGE OR OLDER TO ENTER.**

**ELIGIBILITY: BUFFALO WILD WINGS® OKTOBERFEST FLYAWAY** (the “Sweepstakes”) is open to legal residents of the 50 United States and the District of Columbia who are at least twenty-one (21) years of age at the time of entry, and have a valid Buffalo Wild Wings® Blazin’ Rewards® account (the “Program”) at the time of entry through prize redemption. Program membership is free; visit <https://www.blazinrewards.com> to enroll. Program terms and conditions are available at [www.blazinrewards.com/Common/Home/TermsAndConditions](http://www.blazinrewards.com/Common/Home/TermsAndConditions). If you do not have the Blazin’ Rewards mobile app, you may visit <https://www.blazinrewards.com>, enter your mobile phone number and click “Text me the App” or visit the App Store or Google Store to download the Blazin’ Rewards free app. **Each text message sent or received may incur a charge as provided in your rate plan, standard text and/or data rates apply.** Text messaging and wireless services are not available in all areas. Text STOP to stop and HELP for help. Contact your wireless carrier for more information. Employees (and their immediate families) of Buffalo Wild Wings (the “Sponsor”), Reconomy Inc. (the “Administrator”), and any of their parents, subsidiaries, affiliates, suppliers, independent contractors, agencies, alcoholic beverage wholesalers and retailers, and any persons living in the same household as such employees are not eligible to participate in the Sweepstakes. Sweepstakes is subject to all applicable federal, state, local laws and regulations and is void where prohibited by law. The Sweepstakes begins on 9/1/2017 at or about 12:01 a.m. Eastern Standard Time (“EST”) and ends 9/30/2017 at or about 11:59 p.m. EST (the “Sweepstakes Period”). Prize winners will be selected in a random drawing on or around 10/9/2017 for all eligible entries received during the Sweepstakes Period.

**HOW TO ENTER:** There are two (2) ways to enter during the Sweepstakes Period – Mobile App and Write In.

(1): During the Sweepstakes Period, log into your Blazin’ Rewards account via the free Blazin’ Rewards Mobile App (you must have a Wi-Fi enabled mobile device capable of downloading apps for this method of entry) and click on Enter to Win for the Oktoberfest Sweepstakes to get your free entry into the Sweepstakes. Members may also redeem 100 points for additional entries by clicking on Enter to Win. . Limit 100 additional entries. You may only use the bonus point redemption method of entry to the extent your Blazin’ Rewards account contains sufficient points to complete that redemption at the time of entry. Entries exceeding the maximum number of allowable entries will not be considered and will be deemed ineligible and invalid. Please note that entries using bonus points that are deemed invalid or ineligible, or otherwise in violation of this provision, may not result in a return of points to your Blazin’ Rewards account. All Blazin’ Rewards entries must be received by 11:59 p.m. CT, on September 30, 2017 to be eligible for the drawing.

(2): To enter the Sweepstakes without submitting through Blazin’ Rewards, send a 3x5 index card in a stamped envelope with your hand-printed name, address, telephone number and email address legibly hand-printed, to Oktoberfest Flyaway Sweepstakes, 300 West Vine Street, PO Box 802, Lexington, KY 40507. All mail-in entries must be postmarked no later than September 30, 2017 and received by October 7, 2017. Limited one mail-in entry per envelope and limited up to 100 mail-in entries. All other rules apply to a “mail-in” entry. Sponsor’s time clock will be the official time clock of the Sweepstakes. Received entries become the exclusive property of the Sponsor and will not be acknowledged or returned, and no correspondence will be entered into.

There is an equal chance of winning regardless of the method of entry utilized. Odds of winning the Sweepstakes depend on the number of eligible entries received during the Sweepstakes Period.

**DRAWING:** On or about October 9, 2017, judges designated by the Sponsor will select the winners in a random drawing from among all eligible entries received during the Sweepstakes Period. Limit one Sweepstakes Prize per person/per Blazin' Rewards account.

**PRIZE AND ODDS OF WINNING:** One (1) winner will be selected in a random drawing on about 10/9/2017 from all eligible entries received during the Sweepstakes Period. One (1) Grand Prize - Winner and one (1) guest will receive a trip to 2018 Oktoberfest in Munich Germany with an Approximate Retail Value ("ARV") - \$6,500.00. Trip consists of roundtrip, coach class air transportation for winner and guest from a major U.S. gateway airport nearest winner's residence, hotel stay, transit pass, and Oktoberfest Tent Access Passes. All costs (including tax) and travel expenses not expressly included above are the sole responsibility of winner. Sponsor reserves right to change dates, blackout dates may apply. Winner and guest must travel together on the same itinerary. Winner and guest must be 21 years of age or older and must sign an Affidavit of Eligibility and Release of Publicity and Liability prior to issuance of travel documents. Travel must be made through Sponsor's agent, on a carrier of Sponsor's choice. Travel is subject to availability. The difference between any stated value and actual value will not be awarded to winner. The random drawing, selection of a winner, and awarding of the prize will be conducted under the supervision of Administrator, an independent organization whose decisions are final and binding in all matters pertaining to this Sweepstakes. No prize substitution will be allowed, except that Sponsor reserves the right to substitute a prize of comparable value if the prize listed is unavailable for any reason. Odds of winning depend on the number of eligible entries received.

**WINNER NOTIFICATION:** Potential prize winner will be notified by email, text message, U.S. mail, telephone, or private delivery service (at Sponsor's sole discretion) and will be required to sign and return an Affidavit of Eligibility and Release of Publicity and Liability (where permitted by law) within three (3) days of notification. Winner's age is subject to independent age verification, and if failed, will result in prize forfeiture. In the event of noncompliance, if the prize winner cannot be reached at the phone number, email address or address on that winner's entry within three (3) days from the first attempt, or if the prize or prize notification is returned unclaimed or undeliverable for whatever reason beyond the control of Sponsor, that prize will be forfeited, and an alternate winner may be selected only if time permits and in Sponsor's sole discretion. Prize winner's guest (who must be 21 years of age or older) must sign and return a Release of Liability within seven (7) days of receipt. All travelers must possess required travel documents (e.g., passport) prior to departure. All travelers must agree to depart and return on dates specified by Sponsor.

**GENERAL LIABILITY RELEASE:** Acceptance of a prize constitutes winner's permission for Sponsor to use winner's name, image, likeness, voice, picture, audio and video recordings of, biographical information, statements, and any material based thereon or derived there from, together with any actual or fictional material, or to refrain from so doing in Sponsor's sole discretion, and address (city and state), without the ability to review, for advertising, promoting and/or publicity purposes worldwide and in any and all forms of media now known or hereafter developed, in perpetuity, without further compensation, where permitted by law. Entrants agree that Sponsor, Administrator, and any of their parents, subsidiaries, affiliates, suppliers, independent contractors, agencies, and associated vendors participating in this Sweepstakes (the "Sweepstakes Entities") (including Apple): (a) shall not be responsible or liable for, shall be held harmless, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (b) have not made any warranty, representation or

guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sweepstakes Entities are not responsible for incomplete, illegible, misdirected, misprinted, late, or lost prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information.

**GENERAL TERMS:** Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

**FORCE MAJEURE:** Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes, in whole or in part, if it determines, in its sole discretion, that the Sweepstakes or any particular Sweepstakes drawing is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes or particular sweepstakes drawing as contemplated herein. In the event Sponsor is prevented from awarding prizes or continuing with the Sweepstakes or a particular Sweepstakes drawing as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failures, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court of jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes in its entirety or the affected portion of the Sweepstakes.

**DISPUTES AND CHOICE OF LAW:** Except where prohibited by law, as a condition of participating in this Sweepstakes, entrant agrees to the following: (1) any and all disputes and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and filed only in the state courts situated in Minnesota, and entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such disputes, claims or causes of action; (2) . under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with entering this Sweepstakes), and entrant further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the right and obligation of entrants and Sponsor in connection with this Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the State of Minnesota, USA, without regard to choice of law provisions.

**PERSONALLY IDENTIFYING INFORMATION:** Information submitted to Sponsor by any entrant is subject to Sponsor's Privacy Policy located at [www.buffalowildwings.com](http://www.buffalowildwings.com). By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personally identifying information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

**WINNER LIST/Official Rules:** For the name of the prize winners, hand-print your name and complete address on a 3” x 5” card with a self-addressed stamped envelope and mail to:  
**BUFFALO WILD WINGS® OKTOBERFEST FLYAWAY SWEEPSTAKES Winners’ List Request**, 300 West Vine St, BOX 802, Lexington, KY 40507, no later than December 31<sup>st</sup>, 2017.

**SPONSOR:** Buffalo Wild Wings, Inc. 5500 Wayzata Blvd., Suite 1600, Minneapolis, MN 55416.

This Sweepstakes is in no way sponsored, endorsed or administered by or associated with Apple.

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