## **HEParks Photo Bingo Sweepstakes Official Rules**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AT THE TIME OF ENTRY.

- **A. Overview:** The Hoffman Estates Park District Photo 2025 Bingo Sweepstakes Challenge ("Sweepstakes") is sponsored and administered by the Hoffman Estates Park District. The Sweepstakes submissions will start April 14, 2025 at 12:00:01 AM ET and end August 31, 2025 at 11:59:59 PM ET ("Sweepstakes Period"). By participating in the Sweepstakes, each individual agrees to comply with and abide by these terms and conditions ("Official Rules") and the decisions of Hoffman Estates Park District ("Sponsor"), which shall be final and binding in all respects.
- **B. Eligibility**: The Sweepstakes is open to all individuals who are at least 18 years of age or older at the time of entry. Participants must have the legal authority to submit photos that they own or have permission to use. Participation is subject to compliance with all applicable federal, state, and local laws and regulations. Winners selected by random drawing are eligible to continue participating but cannot win more than once throughout the Sweepstakes Period. Employees of the Hoffman Estates Park District and their immediate family members are eligible to participate but are not eligible to win prizes.
- **C. How to Enter.** During the Sweepstakes Period, (i) visit https://www.heparks.org/heparks-bingo/ by clicking the link using your personal mobile or desktop device with WIFI or other internet access; (ii) where you will be prompted to enter your information, upload five (5) photos no larger than 5 megabites each, naming each photo in this format: Month\_Name of Household\_Location\_Number (example: May\_Smith\_Fabrinni\_1 May\_Smith\_Fabrinni\_2, etc). Check Consent and Agreement checkboxes. And finally, click "Submit" in order to enter the "The Hoffman Estates Park District Photo 2025 Bingo Sweepstakes Challenge".
- **D. Winner Drawing and Notification**: There will be four (4) potential household winners from Eligible Entries received during the Sweepstakes Period. On or around June 7, 2025, Sponsor will randomly select one (1) potential winner for each month among the eligible entries received during the Sweepstakes Period of April 15, 2025-May 31,2025. On or around July 7, 2025, Sponsor will randomly select one (1) potential winner for each month among the eligible entries received during the Sweepstakes Period of June 1, 2025-June 30, 2025. On or around August 7, 2025, Sponsor will randomly select one (1) potential winner for each month among the eligible entries received during the Sweepstakes Period of July 1, 2025-July 31, 2025. On or around September 7, 2025, Sponsor will randomly select one (1) potential winner among the eligible entries received during the Sweepstakes Period of August 1, 2025-August 31, 2025.

All decisions of Sponsor are final and binding in all matters relating to this Sweepstakes. Sponsor will notify the potential winner by email provided during entry and the potential winner must respond to Sponsor within forty-eight (48) hours of notification or Sponsor reserves the right to select another potential winner from among all eligible entries. Any Potential winner is subject to verification of eligibility. All decisions by Sponsor relating to this Sweepstakes are final and binding. If any potential winner is found not to be eligible or not in compliance with these Official Rules, or if Prize notification or any Prize is returned as undeliverable, or if potential winner cannot collect Prize within designated time, the potential winner will be disqualified. In the event that a potential winner is disgualified for any reason, Sponsor reserves the right to award the Prize to an alternate entrant who will also be selected randomly, even if the disqualified potential winner's name may have been publicly announced. Sponsor is not responsible for any change of email address, mailing address, of entrants. If a Prize, or any portion thereof, cannot be awarded for any reason. Sponsor reserves the right to substitute Prize with another Prize of equal or greater value. Sponsor, in its sole discretion, may attempt to contact up to one (1) potential winner of a Prize in accordance with the above procedure, after which the Prize in question may go unawarded if it remains unclaimed. If any potential Prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the Prize for any reason prior to award, such Prize will be forfeited, and an alternate Prize winner may be selected. Should multiple users of the same e-mail account enter the Sweepstakes and a dispute thereafter arise

regarding the identity of the entrant, the authorized account holder of said e-mail account at the time of entry will be considered the entrant. "Authorized account holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address.

**E. Prize**: One (1) Prize will be awarded in the Sweepstakes in June. One (1) Prize will be awarded in the Sweepstakes in July. One (1) Prize will be awarded in the Sweepstakes in August. One (1) Prize will be awarded in this Sweepstakes in September.

The monthly winner will receive one (1) HEParks Prize Package ("Prize Package") that consists of the following: (i) four (4) TC Fitness Day Passes, (ii) four (4) Public Skate Day Passes, (ii) four (4) Seascape Day Passes, (iv) two (2) Club Fitness Day Passes, (v) two Club 1-hr Wall Climb Sessions, (vi) one (1) Bridges 1-hr Toptracer Range Bay Rental, (vii) two (2) HEParks T-Shirts, (viii) two (2) HEParks Water Bottles, (ix) two (2) HEParks Pickleball Paddles, (x) one (1) HEParks Smiley-Face Frisbee, (xi) one (1) HEParks Tote, (xi) one (1) 1-hr Bowling Credit at Main Event in Hoffman Estates (1) Windy City Bulls Drawstring Bag with 2-tickets at NOW areana, Nylon fan jacket, Artist Series Collectable hat, and a commemorative "Chicago Bulls 1996-1997 NBA Championship" replica ring desk-trinket for a total approximate retail value of \$460 "Prize Package". LIMIT: One (1) Prize Package per randomly selected household during the Sweepstakes Period. The Prize will be available to the winner for pick-up at the HEParks customer service desk located at the Scott Triphahn Center at 1685 W Higgins Rd, Hoffman Estates, IL 60169 after verifying the Prize winner's identity within approximately 2 weeks following the announcement and email notification of the winner. The winner may not substitute, assign, or transfer the Prize or redeem the Prize for cash. Sponsor is not responsible for a lost, stolen, or undeliverable Prize. Prize is subject to terms and conditions set thereon. Prizes are awarded "as is" with no warranty or quarantee, either express or implied, by Sponsor. No returns/exchanges. Odds of winning depend on the number of eligible entries received during the Sweepstakes Period. All prizes are non-transferable, non-assignable, and non-redeemable for cash. No substitutions permitted.

- **F. Limitations on Liability and Release**: By entering this sweepstakes, you agree to release and hold harmless the Hoffman Estates Park District, its employees, officers, and directors from any responsibility for any harm, loss, injury, or damage that might occur, directly or indirectly, from your participation in the sweepstakes or from receiving or using any prize.
  - **F1.Risk Acknowledgment:** Participating in this challenge involves certain risks. It's important to know that while we strive to ensure safety, there are aspects of participation that might involve risk of injury or loss. By participating, you acknowledge these risks and agree that you are participating at your own risk.
  - **F2.Technical Issues:** We are not responsible for any problems with your computer, internet connection, or other technology that may affect your ability to enter the sweepstakes or affect the fairness of the sweepstakes.
  - **F3.Errors and Omissions:** We try to ensure all information related to the sweepstakes is accurate and up-to-date, but sometimes errors might occur. We are not responsible for typographical errors or incorrect information that might affect the outcome of the sweepstakes.
  - **F4.Changes to the Sweepstakes:** We reserve the right to make changes to the sweepstakes rules or cancel the sweepstakes altogether if unforeseen circumstances arise. We will do our best to notify all participants of any significant changes.
- **G. Disputes**: By entering the Sweepstakes, entrants agree that any 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 class action and all claims, awards and judgments shall be limited to actual out of pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees. No entrant is permitted to obtain any award for, and waives all rights to claim punitive, incidental, or consequential damages. Except where prohibited, all issues and questions concerning the validity, construction, and enforceability of these Official Rules, or the rights and

obligations of the entrants and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Illinois without giving effect to any choice of law or conflict of law rules (whether of the State of Illinois, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois. In addition, any dispute relating to the Sweepstakes or Official Rules shall be brought in the appropriate state or federal court having jurisdiction over the subject matter located in Cook County, Illinois. Entrants hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non conveniens or lack of personal jurisdiction they may have.

**H. Liability and Promotional Release**: By entering, Entrants release and hold Hoffman Estates Park District from any and all liability for any injuries, loss, claim, action, demand or damage of any kind arising from or related to the HEParks 2025 Photo Bingo Sweepstakes, any prize won, any use of the entry materials by Hoffman Estates Park District, the warranties participants make, any misuse or malfunction of any prize awarded, participation in any HEParks2025 Photo Bingo Sweepstakes-related activity, or participation in the HEParks 2025 Photo Bingo Sweepstakes.

Except where legally prohibited, each winner's acceptance of a Prize constitutes the winner's agreement and consent for Sponsor to use the winner's name, portrait, picture, likeness, photograph, voice, biographical information, statements, and/or Prize information, without limitation, for promotional purposes in any and all media now known or developed in the future, throughout the world in perpetuity without additional compensation, limitation, restriction, notice, review or approval.

**I.Photo Intellectual Property Release:** By participating in the HEParks 2025 Photo Bingo Sweepstakes, entrants grant the Hoffman Estates Park District (HEParks) an irrevocable, royalty-free license to use the photographs and any other submitted materials in any media for future marketing, promotional, and publicity purposes in perpetuity. This EXTENT OF USAGE includes but is not limited to use on websites, in print and electronic advertisements, in newsletters, and on social media platforms. This license is granted for HEParks' marketing purposes only and will not be transferred or sold to any third party.

**J.Warranty:** By entering the Sweepstakes, Entarants warrant that their entry materials are original and do not infringe on any third party's rights, including intellectual property and/or privacy rights and that Entrants have obtained any necessary permissions from any third party or third party's property, image, or likeness that appears in the photograph. Hoffman Estates Park District reserves the right to disqualify any entry if it finds in its sole discretion that any of the foregoing warranties are not true.

**K.Security and Privacy**: HEParks is committed to protecting the security and privacy of all participants' data. Personal information collected during the sweepstakes, including photographs and contact details, will be stored securely and only accessible by authorized HEParks personnel. Personal information collected by Sponsor will be used for administration of the Sweepstakes and awarding the Prize. The personal data will be used exclusively for HEParks marketing newsletter communications and will not be sold or shared with any third parties. Participants have the ability to opt-out of our marketing communications at any time without affecting their participation in the sweepstakes. To unsubscribe, simply click the unsubscribe link provided in the footer of any of our marketing emails.

For a detailed understanding of how we handle your personal information, please refer to our privacy policy, which can be found at [HEParks Privacy Policy](https://www.heparks.org/privacy/). In the event that you are selected as a winner, only your first name and last initial may be disclosed on a publicly-available winners list, ensuring your privacy while still fulfilling contest transparency requirements.

**L.Right to Cancel**: Sponsor reserves the right to cancel, terminate, modify, or suspend this Sweepstakes for any reason, including but not limited to if it is not capable of running it as planned, including for any causes beyond the control of Sponsor which affect administration, security, fairness, integrity or proper conduct of this Sweepstakes. Sponsor reserves the right to disqualify any individual it finds tampering with the entry process or operation of the

Sweepstakes. Sponsor reserves the right to correct typographical errors in any Sweepstakes-related materials. Automated entries are prohibited, and any use of automated devices will cause disqualification.

**M. General**: Failure to provide any requested information to verify eligibility, and/or non-compliance with these Official Rules may result in forfeiture of the Prize and an alternate winner may be selected. Each potential Prize winner may be required to sign and return an Affidavit of Eligibility/Liability Release and, where permitted by law, Publicity Release. Winner must provide the Sponsor with valid identification. No cash equivalents, substitutions or transfer of the Prize is permitted. If a Prize, or any portion thereof, cannot be awarded for any reason, Sponsor also reserves the right to substitute Prize with another prize of equal or greater value.

**N.Technical Requirements**: Only digitally uploaded images can be entered. Mailed or shipped entries will not be accepted. Camera-made digital images or scans of slides or prints must be uploaded as jpg, png, or heic files. Photos must be at least 1,200 pixels wide (if a horizontal image) or 1,200 pixels tall (if a vertical image). There is a maximum file size of 5 megabytes per image. All photographs should accurately reflect the subject matter and the scene as it appeared. Photos that have been digitally altered beyond standard optimization will be disqualified. Acceptable changes include adjustments to color, contrast, brightness and sharpness; removal of dust and scratches; cropping; black-and-white conversions; and use of HDR (High Dynamic Range), where multiple exposures of the same scene are combined for a greater tonal range, and similar. Each image must be labeled in this format: Month\_Name of Household\_Location\_Number (example: May\_Smith\_Fabrinni\_1 May\_Smith\_Fabrinni\_2, etc).

**O.Winners List**: For a copy of the Winners List, please send a self-addressed stamped envelope to: Hoffman Estates Park District, 1685 W Higgins Rd, Hoffman Estates, IL 60169, Attn: Marketing "HEParks 2025 Photo Bingo Sweepstakes". Requests for a winner's list must be received thirty (30) days after the winners of the Sweepstakes are chosen.

**P.Binding Agreement**: In order to enter the Sweepstakes, all Entrants, including the parent or guardian of any Youth Entrants, must agree to these Official Rules ("Rules"). Because these Rules form a legally binding agreement with respect to this contest, please read them carefully. If Entrants, or the parent or guardian of Youth Entrants, do not agree to the Rules, Entrants are not eligible to participate in the Sweepstakes or to win any of the prizes. Entrants, or the parent or guardian of Youth Entrants, agree that registration as an individual household participant under the Sweepstakes constitutes agreement to these Rules.