

OFFICIAL RULES

FROM GREAT PLAINS INSTITUTE™

Electrify your Ride Sweepstakes

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT WILL NOT IMPROVE ENTRANT'S ODDS OF WINNING. SUBJECT TO ALL FEDERAL, STATE, AND LOCAL, REGULATIONS, AND ORDINANCES. Void where prohibited by law. Sweepstakes begins at 9:00 AM Central Time ("CT") on Thursday, August 23, 2018 and ends at 5:00 PM CT on Sunday, September 16, 2018 ("**Sweepstakes Period**"). Great Plains Institute's computer is the official time keeping device for this Sweepstakes. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK, INC., INSTAGRAM, INC., YOUTUBE, LLC, TWITTER, INC., TESLA, INC., OR SURVEYMONKEY.

1. ELIGIBILITY - The Electrify your Ride Sweepstakes (the "**Sweepstakes**") is open to legal residents of Minnesota, North Dakota, South Dakota, or Wisconsin with a valid driver's license and is a current member of Great River Energy and its 28 member-owner distribution cooperatives or a customer of Otter Tail Power Company or ALLETE, Inc. DBA Minnesota Power, who are at least twenty-one years of age as of the date and time of entry. Great River Energy, located at 12300 Elm Creek Blvd N Maple Grove, MN 55369, Otter Tail Power Company, located at 215 S Cascade St, Fergus Falls, MN 56537, and ALLETE, Inc. DBA Minnesota Power, located at 30 W Superior St, Duluth, MN 55802 (hereinafter collectively referred to as "**Sponsor**"), or any of their employees, officers, directors, parent companies (or subsidiaries thereof), affiliates, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies (collectively, the "**Sweepstakes Entities**"), and members of their immediate families (spouses, parents, children, siblings and their spouses, regardless of where they live) and those living in the same household are not eligible to enter. Participation constitutes Entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a Prize is contingent upon fulfilling all requirements set forth herein including TREVLS car rental requirements found at <https://www.trevls.com/terms-conditions>. Sponsor reserves the right to verify the eligibility of winner. Any entry shall be rendered void if it is in contravention of these Sweepstakes Rules (the "**Official Rules**") or where prohibited or restricted by law.

2. ENTRY - Participants ("**Entrants**") may enter the Sweepstakes during the Sweepstakes Period by filling out completely and accurately an online entry form at driveelectricmn.org/sweepstakes (the "**Website**") or any other microsite or online form as identified by Sponsor during the Sweepstakes Period, or electronic form available at various events and festivals where SPONSOR is participating. Entrants may enter at any time during the Sweepstakes Period for a chance to win the Grand Prize. Participation is **LIMITED TO ONE (1) ENTRY PER HOUSEHOLD**. In the event more than one (1) entry is received from any one (1)

household, the first entry processed will be considered the only valid entry received from that Entrant. In the event of a dispute regarding an entry, entries will be deemed made by the authorized account holder of the email and service address submitted at the time of entry. The “authorized account holder” is the natural person who is assigned to the email address by an internet access provider or other organization that is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. Any potential winner may be required to show proof of being the authorized account holder. Bulk, automated and/or third-party entries are prohibited and will be disqualified. Multiple Entrants are not permitted to share the same email address. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple and/or different identities, forms, registrations, email addresses, logins, or any other methods will void that Entrant’s entries, and that Entrant may be disqualified at Sponsor’s discretion. Potential winners may be required to show proof of service address and being the authorized account holder to the Sponsor or forfeit the Prize. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor’s sole and absolute discretion. All potential winners are subject to verification before any Prize will be awarded.

Sponsor and **Sweepstakes Entities are not** liable for late, lost, stolen, incomplete, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor. Entrants agree that Sponsor shall own the entries, which will not be acknowledged or returned.

3. SELECTION AND NOTIFICATION OF WINNERS/ODDS –

Grand Prize Drawing: Sponsor will award three (3) winners from Great River Energy and its 28 member-owner distribution cooperatives, one (1) from Otter Tail Power Company, and one (1) from ALLETE, Inc. DBA Minnesota Power for a total of five (5) Grand Prize winners using an electronic random drawing method from the pool of all eligible entries received up until entry deadline. Entries must be received by 5:00 p.m. CT on September 16, 2018 to be eligible for the Grand Prize. The drawing will take place on or about September 18, 2018.

Odds of being selected as a potential winner are based on the total number of eligible entries received.

The potential winners of Grand Prize Drawing will be notified by email and/or telephone listed on the entry form, within five (5) days after the drawing in which they are chosen as a potential winner and will be advised of the prize that they are eligible to win.

If any prize notification telephone call is not answered after three (3) attempts and/or if the email notification is not answered within three (3) days or returned as undeliverable; or if

potential winner is unavailable to accept said prize within any time period specified by Sponsor; or if a potential winner is disqualified or otherwise determined to be ineligible or declines to accept the prize for any reason; or if a potential winner otherwise refuses or fails to comply with the Acceptance Criteria detailed below; the prize will be forfeited and an alternate potential winner may be selected at random from the remaining eligible entries received. Only three (3) alternate drawings will be held for the grand prize, after which any remaining prizes may remain un-awarded.

4. ACCEPTANCE CRITERIA - Potential winner must consent to each of the following Acceptance Criteria to be considered an official winner:

- Provide a copy of their current utility statement with mailing address via email in the jpeg format.
- Provide current copy of valid State issued driver's license via email in the jpeg format.
- Winners will be required to complete Form W-9 and/or 1099 for tax reporting purposes.
- Sign an Affidavit of Eligibility, Liability & Publicity Release (where permitted by law) within seven (7) days of notification that they are a potential winner (as detailed in the heading "**Release and Limitations of Liability**"); and

Verification of Potential winners: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

5. GRAND PRIZE: A seven (7) day car rental from TREVLS. Prizes will be awarded in the form of a gift card (TREVLS). A total of five (5) Entrants will receive one (1) gift card in the amount of \$1,213.00 to apply to a Tesla Model 3 or Tesla Model S rental through TREVLS. The gift card will cover a rental of a Tesla Model 3 or Tesla Model S for a period of seven days. The Winner has the option to upgrade to a Tesla Model X (upgrade) however, the winner would need to pay the difference in the upgrade. The last day to pick up the rental is October 31, 2018 and return the vehicle by November 7, 2018. THE PRIZES: Approximate Retail Value ("ARV") of Grand Prize: \$1,213.00. Total ARV of all Prizes to be awarded: \$6,065.00. ARV of Prize may vary depending on dates and rate fluctuations.

6. PRIZE RESTRICTIONS: Sponsor reserves the right to offer only the stated number of prizes (5 in total) by random drawing among all legitimate entries. Limit no more than one Grand Prize per household. The Grand Prize Winner must redeem prize by October 31, 2018. Winner must be the confirmed holder of the car rental agreement on TREVLS application.

Prizes cannot be substituted, assigned, transferred, or redeemed for cash by winner; however, Sponsor reserves the right to make equivalent prize substitutions at its sole discretion. Sponsor will not replace any lost or stolen Prizes. Prizes cannot be used in conjunction with any other Sweepstakes or offer.

No refunds, compensation or alternative dates will be offered to the winner in the event of cancellation of a confirmed reservation by the winner, except at the sole discretion of Sponsor. Travel restrictions, conditions and limitations may apply. Any person that participates in the Prize that is not deemed to be a guest must pay his/her own expenses. All meals, ground transportation and incidentals not described herein and incurred by winner and his/her guests will be the sole responsibility of the winner and/or his/her guests. Winner and guests must comply with all car rental requirements, including, but not limited to, the presentation of government-issued identification and a major credit card.

Car Rental – Winner's car rental arrangements must be made through Sponsor's agent (TREVLS). Potential winner must abide by the reservation dates as agreed to by the Sponsor and TREVLS. Exact dates of rental period to be determined by TREVLS sole discretion. The last day for the rental period to pick up the vehicle is October 31, 2018, and the vehicle must be returned by November 7, 2018. The rental agreement cannot be altered except at Sponsor's sole and unfettered discretion. No refunds or credit for changes are allowed, and no refunds or compensation will be made in the event of cancellation, change or delay. Sponsor will not replace any lost or stolen gift card. TREVLS terms and conditions apply as detailed in the rental agreement contract. Winner is also responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance.

All members of the winner's party must possess valid travel documents, including valid government identification. For travels that require a Visa and/or Passport for travel, Winner and all Winner's guests must be in possession of a passport that is valid for at least six (6) months after the completion of travel, along with any visa requirements. It is recommended that Winner and Winner's guests also take out the necessary travel insurance coverage prior to and during travel plans in case any emergencies occur. Any and all fees and costs and all applicable federal, state, and local taxes and expenses related to acceptance and use of the prizes not specifically stated herein, including but not limited to, travel fees, including automobile insurance, tariffs or duties, surcharges, fees, service charges or facility charges, security fees, gratuities, food, excursions and/or other expenses, are solely the responsibility of the individual prize winner and/or guests. All prize details are at Sponsor's sole discretion. Sponsor is required by law to report the prize where required. An IRS form 1099 will be issued to the winner. Winners will be required to complete Form W-9 and/or 1099 for tax reporting purposes prior to said prize being distributed.

To the extent permitted by law, guest (or if a minor, his/her parent/legal guardian) must execute a Liability and Publicity Release prior to issuance of prize. In the event winner and/or

guest engages in behavior which (as determined by Sponsor in its sole discretion) is obnoxious, threatening or illegal, or which is intended to threaten or harass any other person, or which in any way disparages or adversely affects the reputation, image, and/or customer goodwill of Sponsor or any of Sponsor's services, products, trademarks, service marks, or logos, Sponsor reserves the right to terminate the rental agreement early, and Sponsor shall have no further obligations whatsoever (including any obligation to pay compensation) to the winner and/or guest.

In the event winner and/or guest engages in behavior during their rental that (as determined by Sponsor in its sole discretion) is illegal, tortious, or subjects winner and/or guest to arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by winner or guest as a result of such conduct. TO THE EXTENT PERMITTED BY LAW, SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, LEGAL IMPLICATIONS OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE PRIZE OR ANY OTHER ASPECT OF GRAND PRIZE WINNER'S OR GUEST'S ACCEPTANCE OR USE OF THE GRAND PRIZE, AS APPLICABLE.

7. GENERAL CONDITIONS: Entrants consent that Sponsor and its affiliated companies may contact Entrant for marketing purposes by e-mail, landline telephone using an automatic dialer (for which Entrant agrees that Entrant's entry constitutes his or her **express written consent**) or mail regarding publications and information relating to its products, offers and services.

Entrants may withdraw consent at any time by ticking the "opt out" box in respect to email contact or by sending a written request to this effect to: *Great Plains Institute Attn: EV Sweeps – Opt Out, 2801 21st Ave S #220 Minneapolis, MN 55407*

Sponsor reserves the right to suspend, modify, or cancel this Sweepstakes, or any part of it, at any time without notice, to include, but not limited to delaying the start of the Sweepstakes should the Website not be ready to receive entries prior to the start date. Sponsor also reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. The Sweepstakes Entities are not responsible for lost, late, incomplete, illegible, damaged, stolen, or misdirected entries; lost, interrupted, or unavailable network, server, or other connections, garbled transmissions or miscommunications, telephone transmission problems; computer or software malfunctions or damage to a user's computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

WARNING: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH ATTEMPT BE MADE, SPONSOR or SWEEPSTAKES ENTITIES RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, the Website, and/or the legitimate operation of the Sweepstakes; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect entries and (a) modify the Sweepstakes or suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the prizes at random from among the eligible, non-suspect entries received up to the time of the impairment.

8. RELEASE AND LIMITATIONS OF LIABILITY: By participating in this Sweepstakes, Entrants agree that Sweepstakes Entities or Sponsors, Great River Energy and its 28 member-owner distribution cooperatives, Otter Tail Power Company, ALLETE, Inc. DBA Minnesota Power and each of their parents, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, web masters, and their respective officers, directors, employees, representatives and agents ("**Released Parties**") are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (5) to the extent permitted by law, any injury, loss or damage of any kind to persons, including personal injury or death or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes, downloading any materials, acceptance, possession or receipt or use or misuse of any prize.

BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS SWEEPSTAKES OR IN ANY SWEEPSTAKES RELATED ACTIVITY, INCLUDING ACCESS TO AND USE OF THE INTERNET SITE <https://www.driveelectricmn.org/sweepstakes> OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR

MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO TRAVEL CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE WEB SITE AND ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

9. PUBLICITY GRANT: Except where prohibited by law, winner grants to Sponsor (which grant will be confirmed in writing on request of Sponsor), its parent company and any subsidiary thereof, affiliates, retailers, distributors, advertising and promotion agencies, suppliers, and those acting pursuant to its authority, the right and permission to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, the winner's name, portrait, picture, city/town of residence, voice, likeness, opinions and biographical information for advertising, trade, and promotional purposes (including the announcement of his or her name on television or radio broadcast) without additional consideration, compensation, permission, or notification.

10. DISPUTES: To the extent permitted by law, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the State of Minnesota, North Dakota, South Dakota, or Wisconsin Courts of Law; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; (3) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages (other than for actual out-of-pocket expenses), any and all rights to have damages multiplied or otherwise increased.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the States of Minnesota, North Dakota, South Dakota, or Wisconsin without giving effect to any choice of law or conflict of laws rules (whether of the States of Minnesota, North Dakota, South Dakota, or Wisconsin or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the States of Minnesota, North Dakota, South Dakota, or Wisconsin.

11. PRIVACY: Information collected from Entrants is subject to the Sponsor's Privacy Policy, which can be found at:

Otter Tail Power Company <https://www.otpco.com/privacy/>

Great River Energy <https://greatriverenergy.com/privacy/>

Minnesota Power <https://www.mnpower.com/Privacy>

12. OFFICIAL RULES AND WINNER'S LIST: For a copy of the Official Rules visit <https://www.driveelectricmn.org/sweepstakes/rules> and for a copy of the winners' names and city of residence available for ninety (90) days after each winner is selected, visit <https://www.driveelectricmn.org/sweepstakes-winners-list>; or send a stamped, self-addressed envelope to: Attn: *Great Plains Institute Attn: EV Sweeps – Katelyn Bocklund, 2801 21st Ave S #220 Minneapolis, MN 55407*

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