



LET IT SNOW!

OFFICIAL RULES

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. ELIGIBILITY

LET IT SNOW! (THE "PROMOTION") IS OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES (AND THE DISTRICT OF COLUMBIA), WHO ARE AT LEAST EIGHTEEN (18) YEARS OLD AT THE TIME OF ENTRY. EMPLOYEES AND DIRECTORS OF WINDMILL PARK JEWELERS AND ITS SUBSIDIARIES, DIVISIONS, AFFILIATES, AND ADVERTISING OR PROMOTIONAL AGENCIES OR INDIVIDUALS INVOLVED WITH THE DESIGN, PRODUCTION, EXECUTION OR DISTRIBUTION OF THE PROMOTION AND THE IMMEDIATE FAMILY AND HOUSEHOLD MEMBERS OF SUCH INDIVIDUALS, ARE NOT ELIGIBLE TO ENTER OR WIN. "IMMEDIATE FAMILY MEMBERS" SHALL MEAN PARENTS, STEPPARENTS, CHILDREN, STEPCHILDREN, SIBLINGS, STEPSIBLINGS, OR SPOUSES, REGARDLESS OF WHERE THEY LIVE. "HOUSEHOLD MEMBERS" SHALL MEAN PEOPLE WHO SHARE THE SAME RESIDENCE AT LEAST THREE MONTHS A YEAR, WHETHER RELATED OR NOT. IN ORDER TO ENTER THE PROMOTION OR RECEIVE THE PRIZE, YOU MUST FULLY COMPLY WITH THE OFFICIAL RULES AND, BY ENTERING, YOU REPRESENT AND WARRANT THAT YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF THE SPONSOR, WHOSE DECISIONS SHALL BE BINDING AND FINAL IN ALL RESPECTS RELATING TO THIS PROMOTION.

2. SPONSOR

WINDMILL PARK JEWELERS, 112 2ND ST NW, ORANGE CITY, IA 51041.

3. TIMING

PROMOTION BEGINS DECEMBER 1, 2019 AT 12:01 A.M. CENTRAL TIME AND ENDS DECEMBER 24, 2019 AT 11:59 P.M. CENTRAL TIME ("PROMOTION ENTRY PERIOD"). SPONSOR IS THE OFFICIAL TIME KEEPER FOR THIS PROMOTION.



4. HOW TO ENTER

THERE ARE TWO WAYS TO ENTER DURING THE PROMOTION ENTRY PERIOD:

- YOU WILL AUTOMATICALLY BE ENTERED WHEN YOU PURCHASE MERCHANDISE FROM WINDMILL PARK JEWELERS. IN ORDER TO RECEIVE AN ENTRY INTO THE PROMOTION IN CONNECTION WITH A PURCHASE YOU MUST AGREE THE MERCHANDISE MAY NOT BE RETURNED OR REFUNDED. ONLY MERCHANDISE PAID IN FULL BY THE END OF THE PROMOTION ENTRY PERIOD IS ELIGIBLE FOR THE PROMOTION. REPAIRS, APPRAISALS, AND PREVIOUS PURCHASES/LAYAWAYS ARE NOT ELIGIBLE FOR THE PROMOTION.
- YOU WILL AUTOMATICALLY RECEIVE ONE ENTRY WHEN YOU SEND A 3 X 5 CARD WITH YOUR NAME, MAILING ADDRESS, EMAIL ADDRESS, AND PHONE NUMBER TO 112 2ND ST NW, ORANGE CITY, IA 51041. MAIL IN ENTRIES MUST BE POSTMARKED WITHIN THE PROMOTION ENTRY PERIOD AND RECEIVED NO LATER THAN FIVE (5) DAYS AFTER THE PROMOTION ENTRY PERIOD.

LIMIT ONE (1) ENTRY PER PERSON PER HOUSEHOLD DURING THE PROMOTION ENTRY PERIOD, REGARDLESS OF METHOD OF ENTRY. ANY ATTEMPT BY ANY ENTRANT TO OBTAIN MORE THAN THE STATED NUMBER OF ENTRIES BY USING MULTIPLE/DIFFERENT EMAIL ADDRESSES, IDENTITIES, REGISTRATIONS OR ANY OTHER METHODS WILL BE VOID AND YOUR ENTRIES AND YOU WILL BE DISQUALIFIED. USE OF ANY AUTOMATED SYSTEM TO ENTER IS PROHIBITED AND WILL RESULT IN DISQUALIFICATION. SPONSOR IS NOT RESPONSIBLE FOR LOST, LATE, INCOMPLETE, INVALID, UNINTELLIGIBLE OR MISDIRECTED ENTRIES ALL OF WHICH WILL BE INELIGIBLE TO WIN A PRIZE.

5. EVENT DETERMINATION AND PRIZE

IF IT SNOWS MORE THAN FOUR (3) INCHES ON JANUARY 1, 2020, AS RECORDED AT THE SIOUX COUNTY REGIONAL AIRPORT, (THE "EVENT") THEN ALL PEOPLE THAT ENTERED WILL WIN. THE PEOPLE THAT RECEIVED THE ENTRY BECAUSE THEY PURCHASED MERCHANDISE WILL RECEIVE THEIR PURCHASE PRICE OF THE MERCHANDISE RETURNED TO THEM. THE PEOPLE THAT RECEIVED THE ENTRY BECAUSE THEY MAILED IN WILL RECEIVE A CHECK THAT IS EQUIVALENT TO THE AVERAGE PRICE OF ALL THE PEOPLE THAT ENTERED BY PURCHASING MERCHANDISE. PRIZES ARE NON-TRANSFERABLE AND NO SUBSTITUTION WILL BE MADE EXCEPT AS PROVIDED HEREIN AT THE SPONSOR'S SOLE DISCRETION. SPONSOR RESERVES THE RIGHT TO SUBSTITUTE ANY LISTED PRIZE FOR ONE OF EQUAL OR GREATER VALUE FOR ANY REASON. WINNER IS RESPONSIBLE FOR ALL TAXES AND FEES ASSOCIATED WITH PRIZE RECEIPT AND/OR USE.

IN THE EVENT THE EVENT OCCURS, ENTRANTS WILL BE NOTIFIED VIA EMAIL, AS OBTAINED UPON MAKING A QUALIFYING PURCHASE OR FROM A MAILED ENTRY.

6. SPONSOR IN ITS SOLE DISCRETION SHALL DETERMINE IF EVENT OCCURS AND IF THERE WILL BE WINNERS FOR THE PROMOTION. SPONSOR'S DETERMINATION IS FINAL AND BINDING IN ALL MATTERS RELATED TO THIS PROMOTION.

7. VERIFICATION

POTENTIAL WINNER MAY BE REQUIRED TO COMPLETE AND RETURN AN AFFIDAVIT OF ELIGIBILITY, RELEASE OF LIABILITY AND PUBLICITY RELEASE (WHERE PERMITTED BY LAW) (COLLECTIVELY, THE "AFFIDAVIT") BY THE DATE SPECIFIED BY SPONSOR, OR AN ALTERNATE POTENTIAL WINNER MAY BE SELECTED. IN THE EVENT: (A) POTENTIAL WINNER CANNOT BE REACHED FOR WHATEVER REASON AFTER A REASONABLE EFFORT HAS BEEN EXERTED OR THE POTENTIAL WINNER NOTIFICATION OR AFFIDAVIT IS RETURNED AS UNDELIVERABLE; (B) POTENTIAL WINNER DECLINES OR CANNOT ACCEPT, RECEIVE OR USE THE PRIZE FOR ANY REASON; (C) OF NONCOMPLIANCE WITH THE ABOVE OR WITHIN ANY OF



THE AFORESAID TIME PERIODS, (D) POTENTIAL WINNER IS FOUND TO BE INELIGIBLE TO ENTER THE PROMOTION OR RECEIVE THE PRIZE, (E) POTENTIAL WINNER CANNOT OR DOES NOT COMPLY WITH THE OFFICIAL RULES, OR (F) POTENTIAL WINNER FAILS TO FULFILL THE AFFIDAVIT-RELATED OBLIGATIONS, THE POTENTIAL WINNER SHALL BE DISQUALIFIED FROM THE PROMOTION. SPONSOR RESERVES THE RIGHT TO MODIFY THE NOTIFICATION AND AFFIDAVIT PROCEDURES IN CONNECTION WITH THE SELECTION OF ALTERNATE POTENTIAL WINNER, IF ANY.

8. ENTRY CONDITIONS AND RELEASE

EACH ENTRANT AGREES TO: (A) COMPLY WITH AND BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF SPONSOR WHICH ARE BINDING AND FINAL IN ALL MATTERS RELATING TO THIS PROMOTION; (B) DEFEND, INDEMNIFY, RELEASE AND HOLD HARMLESS THE SPONSOR, HCC INSURANCE HOLDINGS, INC. AND THEIR RESPECTIVE PARENT, SUBSIDIARY, AND AFFILIATED COMPANIES, CELEBRITIES, AND ANY OTHER PERSON AND ORGANIZATION RESPONSIBLE FOR SPONSORING, FULFILLING, ADMINISTERING, ADVERTISING OR PROMOTING THE PROMOTION, AND ALL OF THEIR RESPECTIVE PAST AND PRESENT OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, EXPENSES, AND LIABILITY, INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND DAMAGES OF ANY KIND TO PERSONS AND PROPERTY, INCLUDING BUT NOT LIMITED TO INVASION OF PRIVACY (UNDER APPROPRIATION, INTRUSION, PUBLIC DISCLOSURE OF PRIVATE FACTS, FALSE LIGHT IN THE PUBLIC EYE OR OTHER LEGAL THEORY), DEFAMATION, SLANDER, LIBEL, VIOLATION OF RIGHT OF PUBLICITY, INFRINGEMENT OF TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS, PROPERTY DAMAGE, OR DEATH OR PERSONAL INJURY ARISING OUT OF OR RELATING TO A PARTICIPANT'S ENTRY, CREATION OF AN ENTRY OR SUBMISSION OF AN ENTRY, PARTICIPATION IN THE PROMOTION, ACCEPTANCE, POSSESSION, ATTENDANCE AT, DEFECT IN, DELIVERY OF, INABILITY TO USE, USE OR MISUSE OF PRIZE (INCLUDING ANY TRAVEL OR ACTIVITY RELATED THERETO) AND/OR THE BROADCAST, EXPLOITATION OR USE OF ENTRY. WINNERS ACKNOWLEDGE THAT ALL PRIZES ARE AWARDED AS-IS WITHOUT WARRANTY OF ANY KIND.

9. GENERAL CONDITIONS

SPONSOR RESERVES THE RIGHT TO CANCEL, SUSPEND AND/OR MODIFY THE PROMOTION, OR ANY PART OF IT, IF ANY FRAUD, TECHNICAL FAILURES OR ANY OTHER FACTOR BEYOND SPONSOR'S CONTROL IMPAIRS THE INTEGRITY OR PROPER FUNCTIONING OF THE PROMOTION, AS DETERMINED BY SPONSOR IN ITS SOLE DISCRETION. SPONSOR RESERVES THE RIGHT IN ITS SOLE DISCRETION TO DISQUALIFY ANY INDIVIDUAL IT FINDS TO BE TAMPERING WITH THE REGISTRATION PROCESS OR THE OPERATION OF THE PROMOTION OR TO BE ACTING IN VIOLATION OF THESE OFFICIAL RULES OR ANY OTHER PROMOTION OR IN AN UNSPORTSMANLIKE OR DISRUPTIVE MANNER. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THAT PROVISION.

10. LIMITATIONS OF LIABILITY

THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (A) 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 PROMOTION; (B) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN PHONE LINES OR NETWORK HARDWARE OR SOFTWARE; (C) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE PROMOTION; (D) TECHNICAL OR HUMAN ERROR IN THE ADMINISTRATION OF THE PROMOTION OR THE PROCESSING OF REGISTRATIONS; OR (E) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM ENTRANT'S



PARTICIPATION IN THE PROMOTION OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. IF FOR ANY REASON AN ENTRANT'S REGISTRATION IS CONFIRMED TO HAVE BEEN ERRONEOUSLY DELETED, LOST, OR OTHERWISE DESTROYED OR CORRUPTED, ENTRANT'S SOLE REMEDY IS ANOTHER ENTRY IN THE PROMOTION. NO MORE THAN THE STATED NUMBER OF EACH PRIZE WILL BE AWARDED.

11. DISPUTES

ENTRANT AGREES THAT: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROMOTION, OR ANY PRIZES AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROMOTION, OR ANY PRIZES AWARDED, SHALL BE RESOLVED EXCLUSIVELY BY THE UNITED STATES DISTRICT COURT OR THE APPROPRIATE NEW YORK STATE COURT LOCATED IN NEW YORK COUNTY, NEW YORK; (C) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS PROMOTION, BUT IN NO EVENT ATTORNEYS' FEES; AND (D) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT 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 APPLY TO YOU. 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 PROMOTION, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES (WHETHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION), WHICH WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

(TO BE USED ON MARKETING MATERIALS)

ABBREVIATED RULES FOR LET IT SNOW!

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN AND A FREE ALTERNATE MODE OF ENTRY IS AVAILABLE. LET IT SNOW! IS OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES (AND DC) WHO ARE AT LEAST EIGHTEEN (18) YEARS OLD AT THE TIME OF ENTRY. PROMOTION STARTS ON DECEMBER 1, 2019 AT 12:01 A.M. CT AND ENDS ON DECEMBER 24, 2019 AT 11:59 P.M. CT. FOR FULL DETAILS AND OFFICIAL RULES SEE WINDMILL PARK JEWELERS. VOID WHERE PROHIBITED. SPONSORED BY WINDMILL PARK JEWELERS, 112 2ND St NW, ORANGE CITY, IA 51041.

