

HomeSmart from Xcel Energy “Furnace Giveaway” Official Rules

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

1. ELIGIBILITY. HomeSmart from Xcel Energy “Furnace Giveaway” (the “Sweepstakes”) is only open to entrants who, as of the entry date, are permanent legal residents of the States of Minnesota or Wisconsin who are at least eighteen (18) years old. The Sweepstakes is void outside the States of Minnesota and Wisconsin and where prohibited or restricted by law. Employees, officers and directors of HomeSmart from Xcel Energy (“Sponsor”), the Minnesota Wild Hockey Club LP (“Wild”), and their respective parents, subsidiaries, affiliates, divisions, advertising and promotion agencies, and the immediate families (defined as parents, spouses, children, siblings, grandparents, and their respective spouses) or members of the same household (whether related or not) of each such employee, officer and director, are not eligible to enter. The Sweepstakes, and any website pages and advertisements relating thereto, is intended for viewing only within the eligible Sweepstakes territory, and entrants must be present in the eligible Sweepstakes territory at the time they enter.

2. TIMING. The Sweepstakes entry period begins at 12:01 a.m. Central Time (“CT”) on September 1, 2010, and ends at 11:59 p.m. CT on October 12, 2010 (the “Entry Period”). Wild’s computer is the official timekeeping device for the Sweepstakes.

3. HOW TO ENTER; SUBMISSIONS; COMPLIANCE WITH OFFICIAL RULES AND DECISIONS.

a. **TO ENTER ONLINE:** During the Entry Period, go to <http://homesmartminnesota.com/content/minnesota-wild-sponsorship-contest-2010> and follow the links and instructions for online entry. Completely fill out the online entry form and submit it in accordance with the on-screen instructions. All online entries must be received by HomeSmart from Xcel Energy during the Entry Period. In the event of a dispute as to the identity of an online entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant. Potential winners may be required to show proof of being the authorized account holder. The “authorized account holder” is the natural person assigned to an email address by an Internet service provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. All entries will be deemed to have been made by the authorized account holder of the submitted email address. Submitting mass entries or entries generated by a script, macro or use of automated devices is prohibited and will result in disqualification.

b. All submissions in the Sweepstakes by an entrant shall be in English, and all components of such submissions must be the entrant’s own original creation (an original is the product of one’s own mind and is not a copy or imitation), created solely by entrant. Submissions may not have been published previously, in whole or in part, or have won any other award. Modifying, enhancing or altering a third party’s preexisting work does not qualify as an entrant’s original creation. Each submission must be in keeping with Sponsor’s and Administrator’s positive image and may not be offensive or inappropriate, as determined by Sponsor and Administrator in their sole discretion, nor can it defame or invade publicity rights or privacy of any person, living or deceased, or entity, or otherwise infringe upon any person’s or entity’s personal, intellectual property or property rights or any other third party rights (including, without limitation, copyright and trademark rights). A submission may not incorporate or include anything that would require the consent of any third party for the use of the submission by Sponsor or Administrator. Sponsor and Administrator reserve the right, in their sole discretion, to disqualify any entry Sponsor or Administrator deems, in whole or in part, to be offensive, inappropriate or that is not in keeping with Sponsor’s or Administrator’s positive image; such a determination by Sponsor or Administrator may be made at any time, including, without limitation, based on facts or circumstances arising before, during or after submission of an entrant’s entry.

c. Failure to submit all required information and submissions in the manner required in these Official Rules may result in disqualification. Entries will not be acknowledged or returned. Proof of submission will not be deemed to be proof of receipt by Sponsor. Any submission that does not comply with any aspect of these Official Rules may be rejected by Sponsor or Administrator and the entrant disqualified.

d. Each entry and related submissions, including without limitation, all contents, concepts and ideas embodied therein, become the exclusive property of Sponsor and Administrator, and will not be returned by Sponsor or Administrator.

e. By submitting an entry, it is acknowledged that a use of the submitted materials may include posting of some or all of the entrant's submission on www.wild.com or on third party websites in connection with the conduct of the Sweepstakes.

f. By participating in the Sweepstakes, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsor, Administrator and its judges (including, without limitation, decisions regarding eligibility of entries, the selection of winners, and the awarding of prizes), which are final and binding in all respects. All entrants and entries are subject to verification by Sponsor.

4. AGREEMENT TO OFFICIAL RULES AND DECISIONS. By participating in the Sweepstakes, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsor (including, without limitation, decisions regarding eligibility of entries, the selection of entrants and the winners, and the awarding of prizes), which are final and binding in all respects.

5. DRAWING; ODDS; NOTIFICATION. On or about October 12, 2010, the Minnesota Wild and HomeSmart from Xcel Energy will randomly select two (2) winners from among all eligible entries received by HomeSmart from Xcel Energy through all methods of entry. Odds of winning a prize depend on the number of eligible entries received by HomeSmart from Xcel Energy in the Sweepstakes. The entrant selected must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The potential winner will be notified by phone, letter (by postal or overnight delivery) and/or email. The potential winner will be required to execute and return to Sponsor a notarized Affidavit of Eligibility, a Liability Release, and a Publicity Release (except where prohibited by law) (an "Affidavit/Release") in the form(s) provided by Sponsor in order to claim his/her prize. The Affidavit/Release must be returned to Sponsor by the date and/or time indicated within the Affidavit/Release. If the potential winner cannot be contacted within five (5) days of the first attempt to contact him/her, or if the potential winner fails to return the Affidavit/Release within the specified time, or if any prize or prize notification is returned as undeliverable, or if the potential winner is found to be ineligible, or if the potential winner does not comply with the Official Rules, then the potential winner may be disqualified and an alternate winner selected by Sponsor in his/her place at random from among all eligible non-winning entries received by Sponsor for the Sweepstakes. In such event, an alternate potential prize winner will be notified as described above and will be required to return the required documents to Sponsor as described above; provided, however, Sponsor may alter the above timing to meet its Sweepstakes schedule.

6. PRIZE. Subject to the terms and conditions of these Official Rules, two (2) 1st place prizes will be awarded in this Sweepstakes. The 1st place prize consists of and is limited to two (2) tickets to October 19, 2010 Minnesota Wild regular season home game and participation in on-ice intermission. The approximate retail value ("ARV") of the prize is \$200. One (1) Grand Prize will be awarded in this contest by winning contestant out of 1st place winners. This Grand Prize winner will be the winner of an on-ice promotion at the Minnesota Wild game on October 19, 2010. The Grand Prize consists of and is limited to one (1) Bryant Evolution Furnace. The approximate retail value ("ARV") of the prize is \$5,000. Prize must be accepted as awarded, and prize is awarded "AS IS" with no warranty, representation, or guarantee, express or implied, in fact or in law, made by Sponsor or for which Sponsor or the Wild shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-

INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. No substitution, assignment, refund or transfer of a prize is permitted, except by Sponsor, who reserves the right to substitute a prize (or a component thereof) with another prize (or component thereof) of greater or equal value, including cash, if a prize is not available for any reason as determined by Sponsor in its sole discretion. Winner is solely responsible for any and all costs, fees, taxes and expenses associated with prize award, receipt and use, including, without limitation, all federal, state and local taxes on the prize. If applicable, prize winner will be issued an IRS Form 1099 for the retail value of the prize. **LIMIT:** One (1) prize per person or address (physical or email) in this Sweepstakes.

7. PUBLICITY. Except where prohibited by law, participation in the Sweepstakes constitutes winner's consent to Sponsor's and the Wild's (and their respective designees', successors' and assigns') use of winner's name, biography, likeness, voice, photographs, video, opinions, statements, hometown, state and country for promotional purposes in any manner or media (including, without limitation, online), worldwide, in perpetuity, and without further payment, consideration, notice, review or consent.

8. GENERAL CONDITIONS. Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Sweepstakes if, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. In such event, Sponsor reserves the right (but does not have the obligation) in its sole discretion to award prizes at random from among eligible, non-suspect entries received up to the time of suspected impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of this Sweepstakes is a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies 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 or any other provision of these Official Rules.

9. RELEASE. By entering, each entrant forever and irrevocably releases and holds harmless Sponsor, the Wild, their respective parents, subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, affiliates, Sweepstakes partners and prize suppliers, and all of their respective employees, officers, directors, shareholders and agents from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or entry in the Sweepstakes and/or entrant's award, receipt or use of any prize awarded in the Sweepstakes.

10. LIMITATIONS OF LIABILITY. Neither Sponsor nor the Wild are responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, misdirected or postage due entries or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the Sweepstakes; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Sweepstakes or the processing of entries; or (f) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes, or from viewing, playing or downloading any material from Sponsor's or the Wild's website(s), regardless of whether the material was prepared by Sponsor, the Wild or a third party, and regardless of whether the material is connected to Sponsor's or the Wild's respective websites by a hypertext link.

11. DISPUTES. Entrant agrees that: (a) any and all disputes, claims, 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 solely and exclusively in a federal or state court located in Minneapolis or

St. Paul, Minnesota; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of Minnesota for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (c) 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 LIMITATION 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 entrant or Sponsor in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Minnesota, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.

12. OFFICIAL RULES. These Official Rules are available at <http://www.wild.com> or by sending a self-addressed postage-stamped envelope to "HomeSmart from Xcel Energy Furnace Giveaway," Minnesota Wild, 317 Washington St., St. Paul, MN 55102.

13. Method of Entry. To enter the Sweepstakes, you must enter online at <http://homesmartminnesota.com/content/minnesota-wild-sponsorship-contest-2010> or by sending a form with name and contact information to "HomeSmart from Xcel Energy Furnace Giveaway," Minnesota Wild, 317 Washington St., St. Paul, MN 55102.

14. WINNER'S LIST. To request a list of winners, send a self-addressed postage-stamped envelope to "HomeSmart from Xcel Energy," Minnesota Wild, 317 Washington St., St. Paul, MN 55102. Requests must be received by October 25, 2010.

15. SPONSOR. The sponsor of the Sweepstakes and the address at which the Sponsor may be contacted is HomeSmart from Xcel Energy, 825 Rice Street, St. Paul, MN 55117. The Wild is not a sponsor or administrator of this Sweepstakes, and shall have no liability or responsibility of any kind for this Sweepstakes.