

BACK TO PRACTICE CONTEST - 2017

TERMS AND CONDITIONS

1. **No Entry Fee or Purchase Necessary.** NO ENTRY FEE, PURCHASE, PAYMENT, OR DONATION IS NECESSARY TO PARTICIPATE OR WIN A PRIZE IN THIS CONTEST. PURCHASE, PAYMENT, OR DONATION WILL NOT INCREASE OR IN ANY WAY IMPACT ANY PARTICIPANT'S ODDS OF WINNING.
2. **Sponsor.** The Back to Practice contest (the "Contest") is sponsored by SCHEELS All Sports, Inc. ("SCHEELS"), 4550 15th Avenue South, Fargo, ND 58103.
3. **Applicable Law.** The Contest will be conducted by and through the SCHEELS store in Sioux Falls, South Dakota, under applicable state, federal, and local laws and regulations. To the extent any law, rule, or regulation bars any entry or participation in the Contest, such entry shall be VOID, and the Contest as a whole is VOID WHERE PROHIBITED.
4. **Eligibility.** The Contest is open to any high school (Grades 9 through 12) in South Dakota, and is aimed at awarding deserving schools a way to purchase new sports equipment and related merchandise.
5. **How to Enter.** The superintendent, principal, or athletic director of any eligible high school shall submit a written statement addressing why his/her school needs new sports equipment and related merchandise, and how it will impact the students engaged in athletics. The statement shall be limited to no more than three paragraphs, and shall be submitted on SCHEELS online registration link. All submissions must be made no later than **12:00 midnight (CDT), May 22, 2017.**
6. **Prizes.** One winner will be chosen in each Contest classification, and will be awarded the Prize designated below. Prizes are not transferable, and non-cash Prizes are not redeemable for cash. No Prize may be wagered, exchanged, or otherwise used to accumulate additional prizes:
 - a. Class AA: \$2,750 in gift cards redeemable for merchandise at any SCHEELS store, and \$2,750 cash;
 - b. Class A: \$1,500 in gift cards redeemable for merchandise at any SCHEELS store, and \$1,500 cash;
 - c. Class B: \$750 in gift cards redeemable for merchandise at any SCHEELS store, and \$750 cash.
7. **School Classifications.** The Contest classifications are based on school enrollment, and the attempt to match a greater monetary prize with the greater need presented by more students at each participating school. This system is also implemented to prevent direct competition from disproportionately-sized schools. Each participating school shall indicate its classification at the time of entry, and shall provide proof of enrollment upon request by SCHEELS:
 - a. Class AA – Enrollment of 900 students or greater;
 - b. Class A – Enrollment of 400 to 899 students;
 - c. Class B – Enrollment of 399 students or less.

8. **No Chance or Sweepstakes.** All winners will be selected on the basis of comparative merit in accordance with the procedure set forth in Section 7. Winners will not be selected at random or by chance.
9. **Selection of Winners.** Selection of the winners from the submitted entries will proceed in two phases:
 - a. Phase 1: SCHEELS shall review all submissions to ensure they meet eligibility criteria, and demonstrate that the applicant school demonstrates a proper need or use for the Prizes. If the applicant school meets these standards, they will be designated as a “Nominee.” Designation as a Nominee shall be made at SCHEELS’ sole discretion. A list of all Nominees will be posted on SCHEELS’ Back to Practice Facebook Event Page prior to Phase 2.
 - b. Phase 2: The general public will be invited to vote for their favorite Nominee at the SCHEELS store in Sioux Falls, South Dakota. Voting will take place solely at kiosks at this location. Only 1 vote per person will be allowed for the duration of the Contest. Each participating school/Nominee is encouraged to rally their community, booster clubs, student and parent organizations, etc. to vote for their entry.
 - c. Winners of the three Prizes (1 per school classification) will be determined by the public vote in Phase 2. Winners will be announced on July 22, 2017, at the SCHEELS Back to Practice event at Bob Young Field on the campus of the University of Sioux Falls.
10. **Key Contest Dates.** The Contest shall proceed on the following timeline:
 - a. Deadline for entry: **12:00 midnight (CDT), May 22, 2017;**
 - b. Close of voting for winners: **12:00 noon (CDT), July 21, 2017;**
 - c. Announcement of winners: **July 22, 2017.**
11. **Tiebreakers.** In the event of any ties, the winner of any Prize shall be broken in SCHEELS’ sole discretion based primarily on the demonstrated need of the Nominee, and the impact that the Prize may have on the student body of the Nominee. Random chance shall not be used in any way in breaking any ties, or resolving any disputes in the judging of the Contest.
12. **Publicity.** By participating, where allowed by law, all participants and winners grant SCHEELS the exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with contest of this and other contests, and waive any claims to royalty, right, or remuneration for such use. SCHEELS will not share any personal information obtained through any participant’s entry with third-parties for any purpose.
13. **Indemnification and Release of SCHEELS.** By participating in the Contest, all participants, including the winners, waive any and all claims of liability against SCHEELS, its principals, employees, and agents (collectively, “SCHEELS”), for any personal injury or loss which may occur from the conduct of, or participation in, the Contest, or from the use of any Prize. Each participant further agrees to indemnify, defend, and save SCHEELS harmless from and against any and all injury, loss, claims, actions, damages, liability, costs and expense, including reasonable attorney’s fees, resulting from loss of life, personal or bodily injury, damage to property, or other incident arising from or out of any occurrence related to the participant’s participation in the Contest, or the use of any Prize. This agreement to waive liability and indemnify SCHEELS shall not apply to intentional, willful, or wanton acts by SCHEELS, but shall apply to all other manner of liability, including negligence.

14. **Costs and Expenses.** SCHEELS will mail or cause to be made available the Prizes to the selected winners at no charge to the winners. The winners shall be solely responsible for all taxes on the value of the Prizes awarded, and any costs not otherwise specified in these Terms & Conditions.
15. **Conduct and Decisions.** Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing, or threatening behavior is prohibited. SCHEELS will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the SCHEELS' decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the SCHEELS, SCHEELS reserves the right to terminate this Contest, or make such other decisions regarding the outcome as SCHEELS deems appropriate. All decisions will be made by SCHEELS and are final. ANY ATTEMPT BY A CONTESTANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT, OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS CONTEST, TELEPHONE SYSTEMS, OR WEBSITES, OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS STRICTLY PROHIBITED. SHOULD SUCH AN ATTEMPT BE MADE, SCHEELS RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.
16. **Severability.** Any provision in these Terms & Conditions which violates or is otherwise contrary to applicable law shall be considered to be without force, and the remainder of these Terms & Conditions should be enforced to the extent legally possible as if the non-conforming provision were never included.
17. **Choice of Forum.** Any action stemming in any way from the conduct of the Contest, or these Rules, Terms, & Conditions, shall be filed in the appropriate state or federal courts encompassing Cass County, North Dakota. Contest entrants waive any claim of forum non conveniens or lack of personal jurisdiction they may have.
18. **Miscellaneous.** All winners must submit proof of eligibility in order to be eligible to collect a Prize. For a copy of the rules, or where required by law, a list of winners, mail a written request with a stamped, self-addressed return envelope to the address, listed below. All entries become the property of SCHEELS and will not be returned.

SCHEELS Marketing Office
Attention: Social Media
4550 15th Avenue South
Fargo, ND 58103