

**MIRACLE-EAR CELEBRATION SWEEPSTAKES**  
**OFFICIAL RULES**  
**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.**  
**A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

1. **ELIGIBILITY:** The Miracle-Ear Anniversary Celebration Sweepstakes (“Sweepstakes”) is open only to legal residents of the 50 United States and the District of Columbia who are 55 years of age or older at the time of entry. Employees, franchise owners, franchise employees, officers and directors of Miracle-Ear, Inc. (“Sponsor”) and its “Promotional Participants” (i.e., Gage Marketing LLC (“Administrator”) and each of their respective parent entities, affiliates, subsidiaries, advertising and promotion agencies, and prize suppliers involved in this promotion) and each of their immediate family members (mother, father, sister, brother, husband, wife, daughter, son, step-father, step-mother, step-daughter, step-son, step-brother, step-sister, half-brother, half-sister) and/or those living in the same household of each are not eligible to enter or win a prize. Void where prohibited by law.
2. **AGREEMENT TO OFFICIAL RULES:** By participating in this Sweepstakes, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor and Administrator, which are final and binding in all matters related to the Sweepstakes.
3. **ENTRY PERIOD:** The Sweepstakes begins at 12:00:00 a.m. Central Time (“CT”) on August 19, 2019 and ends at 11:59:59 p.m. CT on October 31, 2019 (the “Promotion Period”). Administrator’s computer is the official time-keeping device for this Sweepstakes.
4. **HOW TO ENTER:** During the Promotion Period, visit [www.miracle-ear.com/giveaway](http://www.miracle-ear.com/giveaway) and follow the instructions to complete and submit the entry form, including entering the requested information in all of the required fields and checking the box indicating your agreement to these Official Rules to receive one (1) entry into the Sweepstakes.  
**Limit one (1) Sweepstakes entry per person.**  

Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than one (1) entry by using multiple/different email addresses, identities, or any other methods will void that entrant’s entries and that entrant may be disqualified from the Sweepstakes. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, sweepstakes entry services) will void all entries by that entrant. In the event of a dispute as to any online entry, the authorized account holder of the email address used to enter will be deemed to be the entrant, as long as such person is otherwise eligible in accordance with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winner may be required to show proof of being the authorized account holder.
5. **RANDOM DRAWING:** One (1) potential winner will be selected in a random drawing held on or about November 7, 2019, from among all eligible entries received. Odds of winning depends on the number of eligible entries received.
6. **WINNER NOTIFICATION:** Potential winner will be notified by overnight courier. Potential winner will be required to complete, sign and return a Declaration of Eligibility, a Liability Release and where lawful, a Publicity Release form and a form W-9, within ten (10) days of attempted notification. In the event the potential winner does not return the documents in a timely manner or accept the prize, or if the prize notification or prize is not deliverable, or the potential winner is ineligible or not in compliance with these Official Rules, or refuses to accept the prize as awarded, prize will be forfeited and may be awarded to an alternate winner at the Sponsor’s sole discretion. The Sponsor is not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify the potential winner.
7. **ONE (1) GRAND PRIZE/APPROXIMATE RETAIL VALUE (“ARV”):** Grand Prize Winner will receive a Hawaiian Cruise Prize Package (“Prize Package”) for winner and one (1) guest. ARV: \$11,900. Prize Package includes: round trip

airfare for two (2) on Sponsor-specified airline, from a major airport near winner's residence to Honolulu, HI, one (1) night hotel accommodations either pre-or-post the cruise, at a Sponsor-specified hotel (one room, double occupancy), round trip transfers between Honolulu airport, hotel and cruise port, and a 7-day Hawaiian cruise on Sponsor-specified cruise line, including: state room with balcony, port fees and taxes, pre-paid gratuities and most onboard meals, activities and entertainment. Purchases of a personal nature including onboard casino gaming; shore excursions; health and travel insurance; specialty dining venues; laundry service; spa treatments; alcoholic beverages; local and long distance telephone calls; ship to shore communications including internet; purchases from onboard gift shops, including merchandise and souvenirs; all shore excursion fees, incidental expenses; income and other taxes; applicable airport departure taxes, airport parking fees, airport improvement fees, baggage fees or other similar charges; travel documentation, discretionary hotel and dining charges, and any other incidental costs or other expenses not specifically set forth herein are the sole responsibility of the winner. Prize Package must be completed on or before February 29, 2020.

The winner's guest must be twenty-one (21) years of age or older, or if a guest is a minor, the winner must be such guest's parent or legal guardian. If a guest is a minor, such guest must be accompanied at all times during trip (including, but not limited to, in-flight, hotel stay, cruise activities, and all other prize-related events) by such guest's parent or legal guardian. Winner and guest must travel (air travel, hotel and cruise) on same itinerary and possess all required travel documents. Guest must (and, if guest is a minor, such guest's parent/legal guardian on his/her behalf) sign and return a liability/publicity release prior to ticketing of prize. Winner and guest may be required to provide Sponsor, designated travel agency and/or the designated cruise line with a copy of their travel documents prior to ticketing of the prize. Once guest is selected, they may not be substituted, except in Sponsor's sole and absolute discretion. The winner is solely responsible for the actions of his/her guest.

All prize details not specified in the Official Rules will be determined in Sponsor's sole and absolute discretion. All reservations and cruise arrangements including, without limitation, the dates and times are at the sole discretion of Sponsor and must be booked by the Sponsor's travel agency. All prize details are subject to availability and restrictions such as blackout dates including holidays. ARV may vary depending upon cruise dates selected and fare fluctuations. Prize winner will not receive cash or any other form of compensation if actual travel costs are less than the prize ARV in these Official Rules. Cruise is subject to the terms and conditions of the designated cruise line's passage contract. As set forth in more detail in the passage contract, designated cruise line reserves the right to refuse to embark any winner or guest, at any time if, in the sole opinion of the designated cruise line, the winner or guest, or any minor or other person in winner's or guest's care during the Cruise, are unfit for any reason for the Cruise. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by Cruise operators or any other persons providing any Prize-related services or accommodations. Prize winner and guest are 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. Lost, stolen or damaged airline tickets or cruise tickets will not be replaced or exchanged.

In the event winner and/or guest engage in behavior that (as determined by Sponsor and/or the designated airline or cruise line in their sole and absolute discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor and/or the designated airline or cruise line reserve the right to terminate the trip or other applicable experience early, in whole or in part, and send winner and/or guest home with no further compensation

Prize consists of only the items specifically listed as the prize. Sponsor reserves the right to substitute the prize with a prize of equal or greater value. Prize is non-transferable. No substitution, cash redemption or transfer of prize by winner permitted. The prize winner will be issued an IRS Form 1099 for the actual retail value of the prize and is advised to seek independent counsel regarding the tax implications of his/her respective prize winnings prior to accepting the prize.

8. **PRIVACY:** Participation in the Sweepstakes is subject to the Sponsor's Privacy Policy, which can be viewed by visiting [www.miracle-ear.com/privacy-policy](http://www.miracle-ear.com/privacy-policy). By participating in this Sweepstakes, entrants acknowledge and agree that all information and material, including any personal information provided in entry materials or prize acceptance documents, will be collected, used and disclosed by Sponsor and its authorized agents, representatives, and other third parties involved in the execution, administration, or hosting of this Sweepstakes, for the purposes of administering the Sweepstakes and prize fulfillment and may be further publicized as described below.
9. **PUBLICITY:** Except where prohibited, participation in the Sweepstakes constitutes entrant's consent for Sponsor and its designees to use entrant's name, likeness, prize information, city and state of residence for promotional purposes in any media without further consideration.
10. **GENERAL CONDITIONS:** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but, not limited to, fraud, virus or other technical problem, the Sponsor may, in its sole discretion, either: (a) 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) may elect to hold the random drawing from among all eligible entries received up to the date of discontinuance. The 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 the Official Rules of this or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
11. **RELEASE AND LIMITATIONS OF LIABILITY:** Except where prohibited, by participating in the Sweepstakes, entrants agree to release and hold harmless The Sponsor, Gage Marketing Group LLC, and their respective parent entities, franchisees, subsidiaries, affiliates, joint ventures, customers, promotional partners, prize providers, agents and agencies, and their officers, directors and employees (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, printers or telephone or network lines; (c) printing errors; (d) errors in the administration of the Sweepstakes or the processing of entries; (e) late, lost, or undeliverable mail; or (f) 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 Sweepstakes or receipt of any prize or any travel related thereto. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. If, for any reason, an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry, if it is possible.

Winner acknowledges that Released Parties have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose.

12. **DISPUTES:** Entrant agrees that: (a) 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 resorting to any form of class action, and exclusively by the United States District Court located in Minneapolis, Minnesota or the appropriate Minnesota State Court; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering any Promotion, but in no event attorneys' fees. 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's in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the internal laws of the State of Minnesota, without giving effect to any choice of law or conflict of

law rules (whether of the State of Minnesota or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.

13. **NAME OF WINNER:** To request the name of the winner, available after November 7, 2019, send a separate, self-addressed, stamped (#10) envelope to: Miracle-Ear Celebration Name of Winner Request, Gage, 10000 Highway 55, Minneapolis, MN 55441, to be received by November 30, 2019.
14. **SPONSOR:** Miracle-Ear, Inc., 150 South 5th St. Ste. 2300 Minneapolis, MN 55402  
**ADMINISTRATOR:** Gage Marketing Group, LLC, 10000 Highway 55, Minneapolis, MN 55441.