#### 2024 Delta Sweepstakes

## **Official Rules**

#### NO PURCHASE OR PAYMENT NECESSARY TO PLAY. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

The 2024 Delta Sweepstakes (the "Sweepstakes") is sponsored by Minnesota Vikings Football, LLC, 2600 Vikings Circle, Eagan, MN 55121 ("Vikings").

**Entry Period**: The Sweepstakes begins March 20, 2024, at 9:00am CST, and ends April 7, 2024, at 5:00pm CST (the "Sweepstakes Period"). Vikings' computer is the Sweepstakes official clock.

**Eligibility:** To participate in the Sweepstakes, you must be at least twenty-one (21) years of age on the date of entry s. You must also be a resident of the state of Minnesota, and you must be a Delta SkyMiles Member. VOID in Alaska, Florida, New York, Rhode Island, outside the U.S., and where prohibited. Employees of Delta, Vikings or its affiliates, parent companies, marketing agencies, sweepstakes vendors, subsidiaries and advertising and promotion agencies, any contractors working directly on the Sweepstakes and the immediate family members or those living in the same household of each are not eligible to participate.

**Entry**: To enter the Sweepstakes, complete the entry form at the following link:

### 2024 Delta Draft Flyaway - Formstack

No other method of entry will be accepted. Limit of one (1) entry per person. Additional entries beyond the specified limit will be void. Participation in the Sweepstakes constitutes an entrant's full and unconditional agreement to these Official Rules and Vikings' decisions and interpretations, which are final and binding in all matters related to the Sweepstakes.

**Prize:** There will be two (2) prizes awarded in the Sweepstakes:

Two (2) first place winners will each receive an NFL Draft VIP Experience, which shall consist of a trip for one (1) winner and one (1) guest to the 2024 National Football League ("NFL") Draft, which will be held in Detroit, Michigan, starting on April 25, 2024, and ending on April 27, 2024. This prize includes select experiences and/or events as determined in the NFL's sole discretion, including:

- One (1) Delta Air Lines gift card to cover round-trip coach class airfare for two (2) between Minneapolis-St. Paul International Airport and Detroit, Michigan, as determined by Vikings in its sole discretion;
- Up to two (2) nights standard hotel accommodations (single room, double occupancy), as determined in the sole discretion of the Vikings;
- Two (2) NFL Draft tickets (seat locations selected by the NFL in its sole discretion).

All costs and expenses not specifically included herein, including any federal and state taxes in connection with the award and use of the prize, are solely the winner's responsibility. Travel restrictions and blackout dates may apply.

A. The winners' guest must be at least eighteen (18) years of age or be the minor child or legal

ward of the winner. All hotel accommodation booking arrangements will be administered by Vikings' authorized designee. Hotel accommodations are subject to capacity controls, availability, weather, seasonal influences, and certain other restrictions, all of which are subject to change. No changes will be made to hotel accommodation details once they have been booked, except in Vikings' sole discretion.

B. Gift Card Terms: Delta Gift Cards can only be redeemed using one of these methods:

- At delta.com/redeem.
- Call Delta Air Lines Reservations and advise the agent that you are redeeming a Delta Gift Card. In the U.S. and Canada, call 800-225-1366 or 800-225-2525; in Japan, 0570-077733 or 0476-31-8000; in all other countries, call the local Delta Air Lines Reservations office. This method of redemption may result in direct ticketing charges.
- At delta.com/vacations or by calling 800-800-1504 for Delta Vacations® packages that include air transportation. (Travel Advisors, call 800-727-1111.)

Delta Gift Cards may be used for travel on Delta Air Lines marketed flights, including those operated as Delta Connection® and by Delta Air Lines codeshare partners with a Delta Air Lines flight number, or Delta Vacations packages that include air transportation. Cards may not be used for other purchases, such as baggage fees, in-flight purchases, seat upgrades or other ancillary products. Up to 5 forms of payment can be redeemed per transaction on delta.com or 4 forms of payment at delta.com/vacations. If you wish to redeem more Gift Cards for a single purchase, please call Delta Air Lines at 1-800-225-1366 or Delta Vacations at 1-800-800-1504 and a Reservations Specialist will be able to assist you. Additional terms apply. For full terms, visit delta.com/giftcard.

C. No refund or compensation will be made in the event of the cancellation or delay of any flight. Hotel accommodations are subject to the terms and conditions set forth in these Official Rules and those set forth by Vikings' travel prize supplier, as detailed in any contract issued by such supplier. If the winner elects to travel without a guest, no additional compensation will be awarded.

D. The winner and his/her guest are each solely responsible for obtaining any desired or necessary travel documents (including government-issued photo identification). The winner and his/her guest hereby acknowledges that Vikings have not and will not obtain or provide travel insurance or any other form of insurance for any part of the prize. The winner and his/her guest are responsible for all other charges not specifically referenced in the prize description, including but not limited to bag fees, cancellation fees, in-room charges (e.g., mini-bar, movies), telephone calls, Wi-Fi internet, meals, beverages, gratuities, upgrades, personal incidentals, amenities and any other fees and expenses not specifically mentioned in these Official Rules. The winner will be required to provide a major credit card upon hotel check- in and all in-room charges will be charged to such credit card.

E. NFL Draft tickets are awarded pursuant to a revocable, nontransferable license that is personal to the winner and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated, or otherwise conveyed. A violation of these restrictions shall revoke winner's license, and may result in the prize not being honored.

F. Winner and guest must abide by all venue policies and game ticket terms and conditions. The NFL reserves the right to revoke the game tickets from winner and/or guest who the NFL or venue personnel deem, in their sole discretion, may be intoxicated, be a safety risk, or have violated any venue policy or law.

Approximate Value: Total Approximate Value of Prize: \$5,000.00. Actual prize value is subject to fluctuations in the price of air travel and hotel accommodations and winner will not receive the difference between actual value and approximate value. The odds of winning depend on the number of eligible entries received.

The odds of winning depend on the number of eligible entries received. Taxes on the prize, including any federal, state, local, sales and income taxes (if applicable), are solely the responsibility of each winner, and each winner agrees to provide a W-9 Tax form. Each winner will not be required to make any payments to Vikings.

**Winner Selection and Notification:** A random drawing for the winners, among all eligible entries received, will be conducted on April 8, 2024, by a Vikings representative, whose decisions are final on all matters relating to the Sweepstakes. The potential winners will be notified by e-mail and must respond or reply to Vikings within three (3) business days. In the event a winner is unreachable, a winner's prize notification is returned as undeliverable, or a winner is not in compliance with these Official Rules, the winner will forfeit the prize. A forfeited prize may be awarded to an alternate winner in a random drawing from all remaining eligible entries received for that corresponding Entry Period. No substitutions are permitted except if the prize is unavailable, in which case the prize of equal or greater value may be awarded. Prize is not redeemable for cash.

The winners of the prize and his/her guest will be required to complete and return an Affidavit of Eligibility, a Release of Liability and Publicity Release (the "Affidavit") including, but not limited to, providing proof of identity, which must be executed and returned to Vikings within five (5) business days of the date specified on the notification. If the Affidavit is returned as undeliverable or not returned to Vikings within five (5) business days of the date specified on the notification, the prize will be forfeited and may be awarded to an alternate winner in a separate random drawing.

If a winner is otherwise ineligible under these Official Rules, the prize will not be awarded to the entrant. Prizes are non- assignable and non-transferable except to a surviving spouse. No substitutions are permitted except if a prize is unavailable, in which case a prize of equal or greater value may be awarded.

Prizes are not redeemable for cash. Taxes on any prize, including any federal, state, local, sales and income taxes (if applicable), are solely the responsibility of the winner and winner agrees to provide a W-9 Tax form. Winners will not be required to make any payments to Vikings. Winner acknowledges that he or she will be issued a 1099 Form if the value of all prizes won (from any promotion) by winner from Vikings during the 2024 calendar year meets or exceeds Six Hundred Dollars (\$600) or other amount as determined by the IRS.

**General Conditions:** By participating in the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against Vikings, the NFL and its member teams, NFL Properties, Inc., Delta Air Lines, Inc., and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers, owners, members and directors (the "Released Parties") in connection with the Sweepstakes; (iv) that the Released Parties (unless prohibited by law) may use their name, voice, city/state of residence, photograph, visual and/or audio likeness for advertising and/or trade purposes, and for any other purpose in any media or format now or hereafter known without further compensation, permission or notification; and (v) to forever and irrevocably agree to indemnify, defend, release and hold harmless the Released Parties from any and all liability for loss, harm, damage, injury, cost or expense whatsoever including without

limitation, property damage, personal injury and/or death which may occur in connection with: (a) the Sweepstakes, including, but not limited to, any related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, receipt, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of the prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prize (or any element thereof); or (h) the negligence or willful misconduct by entrant.

By participating in the Sweepstakes, entrants also agree that the Released Parties are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Sweepstakes; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting the prize; (viii) any unanswered or undeliverable winner notifications; and (ix) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THE SWEEPSTAKES, INCLUDING THE PRIZE, IS 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. THE SWEEPSTAKES IS NOT A GAMBLING PROMOTION, MAY NOT BE USED BY AN ENTRANT IN CONNECTION WITH ANY FORM OF GAMBLING AND IS STRICTLY INTENDED FOR ENTERTAINMENT PURPOSES.

DISPUTES: THE SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MINNESOTA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN HENNEPIN COUNTY, MINNESOTA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MINNESOTA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN HENNEPIN COUNTY, MINNESOTA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THESE OFFICIAL RULES OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR ANY OTHER PARTY SHALL BE **RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY** 

# DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE ENTRY PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

**Additional Terms:** Vikings' privacy policy is available at <u>https://www.vikings.com/footer/privacy-policy</u>. By participating in the Sweepstakes, entrants hereby agree to Vikings' collection and usage of their personal information and acknowledge that they have read and accepted Vikings' privacy policy.

Any attempted form of participation in the Sweepstakes other than as described herein is void. In the event production, printing, human or other errors cause more than the stated number of prizes to be available and/or claimed, Vikings reserves the right, in its sole discretion, to either (i) award the prize by random drawing among all eligible claimants who submitted legitimately, or (ii) terminate the Sweepstakes with notice and award the prize in a random drawing among eligible claimants who submitted legitimately received entries. In no event will the Released Parties be liable for awarding more than the stated number of prizes. Vikings and its agents are not responsible for any typographical or other errors or mistakes in the printing or dissemination of advertising and promotional material or these Official Rules.

Vikings reserve the right, in its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes should it determine, in its sole discretion, any virus, bug, non-authorized human intervention or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. Vikings also reserve the right, at 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 entering the Sweepstakes from locations outside the United States or where void or prohibited by law. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, VIKINGS RESERVE THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** 

If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Vikings' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Vikings and will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.