

2019 Minnesota Vikings Fantennial Trivia Contest

Official Rules

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

The 2019 Minnesota Vikings Fantennial Trivia Contest (the "Contest") is sponsored by Minnesota Vikings Football, LLC, with an address of 2600 Vikings Circle, Eagan, MN 55121 ("Vikings").

Entry Period: The Contest begins September 20, 2019, at 7:00am CST, and ends September 21, 2019, at 12:00pm CST ("Entry Period"). Vikings' computer is the Contest official clock.

Eligibility: To participate in the Contest, you must be at least eighteen (18) years of age on the date of entry AND a United States resident. VOID in Alaska, Florida, New York, Rhode Island, outside the U.S., and where prohibited. Employees of Vikings or its affiliates, parent companies, marketing agencies, contest vendors, subsidiaries and advertising and promotion agencies, any contractors working directly on the Contest and the immediate family members or those living in the same household of each are not eligible to participate.

There are two (2) ways to enter the Contest.

1. **KFAN FM 100.3 ("KFAN") Entry:** On September 20, 2019, KFAN will select four (4) callers from its KFAN Power Trip morning radio show (the "Selected Callers"). Each Selected Caller will then represent one of KFAN's DJs while the DJs participate in KFAN's "Initials Game." Upon one of the KFAN DJs winning the Initials Game, the Selected Caller representing such winning DJ (the "KFAN Entry Winner") will move on and have a chance to win the Prize at the Minnesota Vikings NFL 100 Fantennial Celebration at the Mall of America on September 21, 2019 (the "Celebration").
2. **Mall of America Entry:** To enter the Contest at the Mall of America, individuals must be one of the first Two Hundred (200) participants to get a wristband from Vikings at the Celebration ("Entrants"). Upon receiving a wristband, Entrants will have an opportunity to compete in a trivia game at the Celebration in the Mall of American rotunda. The top three (3) winners of such trivia game (the "MOA Trivia Winners") will move on and have a chance to win the Prize.

Winner Selection: At or around 1:00pm on September 21, 2019, the KFAN Entry Winner and the MOA Trivia Winners (collectively, the "Final Four Entrants") will join the on-air/live KFAN broadcast at the Mall of America and compete against each other in an on-air/live KFAN trivia contest. The Final Four Entrant that accumulates the most points at the conclusion of the on-air/live KFAN trivia contest will win the Prize.

Prize (1): There is one (1) prize in the Contest. Prize includes the following: (i) four (4) game tickets (seat location selected by Vikings in its sole discretion) to the Minnesota Vikings home game at U.S. Bank Stadium against the Oakland Raiders on September 22, 2019 (the "Game"); (ii) four pre-game field passes to the Game; (iii) Two Hundred Fifty Dollar (\$250) gift card to the Minnesota Vikings Locker Room Official Team Store; and (iv) one (1) NFL 100 – A Century of Pro Football commemorative book.

- A. Game 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 (except to

a surviving spouse). A violation of these restrictions shall revoke winner's license, and may result in the Prize not being honored.

- B. Winner and guests must abide by all venue policies and Game ticket terms and conditions. Vikings reserves the right to revoke Game tickets from winner and/or guests who Vikings or venue personnel deem, in their sole discretion, may be intoxicated, be a safety risk, or have violated any venue policy or law.
- C. If the winner elects to attend the Game without guests, no additional compensation will be awarded. No refund or compensation will be made in the event of the cancellation of the Game.
- D. Total Approximate Value: Two Thousand Dollars (\$2,000). Actual prize value is subject to fluctuations in the price of Game tickets, and winner will not receive the difference between actual value and approximate value.
- E. All costs and expenses not specifically included herein, such as travel to the Game, are solely the winner's responsibility.
- F. 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. Winner will not be required to make any payments to Vikings.
- G. Odds of winning depend on the number of entries received.

General Conditions:

By participating in the Contest, 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. and each of their respective advertising and contest agencies 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 Contest; (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 Contest, including, but not limited to, any related activity or element thereof, and the entrant's entries, participation or inability to participate in the Contest; (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 a 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 Contest, 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 Contest; (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 Contest and/or accepting a 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 CONTEST, 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.

DISPUTES: THE CONTEST 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 <https://www.vikings.com/footer/privacy-policy>. By participating in the Contest, 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 Contest 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 Contest with notice and award the prize in a random drawing among eligible claimants who submitted legitimately received entries. In no event will Vikings 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 Contest 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 Contest. 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 Contest or to be entering the Contest 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 CONTEST 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 Contest details contained in these Official Rules and Contest 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 Contest as set forth in these Official Rules shall prevail.