

## 2023 Minnesota Vikings Miller Lite Draft Party Sweepstakes

### Official Rules

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

The 2023 Minnesota Vikings Miller Lite Draft Party Sweepstakes (the "Sweepstakes") is sponsored by Minnesota Vikings Football, LLC, with an address of 2600 Vikings Circle, Eagan, MN 55121 ("Vikings").

**Entry Period:** The Sweepstakes begins March 27, 2023, at 12:01am CST, and ends April 21, 2023, at 11:59pm CST (the "Entry 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 AND a legal resident of the State of Minnesota, Wisconsin, Iowa, North Dakota or South Dakota. VOID where prohibited. Employees of MillerCoors, LLC, the Vikings or its or their 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, entrants must either (i) utilize a smartphone camera or Quick Response Code (QR Code) reader, scan the QR code found on Sweepstakes advertising materials that have been placed at select retail locations and fill out the registration form; or (ii) go to the site below and fill out the Registration Form:

[https://minnesotavikings.formstack.com/forms/2023\\_miller\\_lite\\_vikings\\_draft\\_sweepstakes](https://minnesotavikings.formstack.com/forms/2023_miller_lite_vikings_draft_sweepstakes)

All entries must be received during the Entry Period. 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.

Limit of one (1) entry per person.

**Prizes (10):** There are a total of ten (10) prize packs in the Sweepstakes. Each prize pack includes (a) two (2) Miller Lite Lounge tickets to the 2023 Vikings Miller Lite Draft Party on April 27, 2023 at U.S. Bank Stadium in Minneapolis, MN ("Draft Party"); (b) one (1) Vikings/Miller Lite co-branded cooler; (c) two (2) Vikings/Miller Lite co-branded t-shirts; (d) four (4) Vikings/Miller Lite beverage wraps; and (e) one (1) item of Vikings merchandise autographed by a current or former Vikings player, as determined in Vikings' sole discretion.

- i. Draft Party 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. No refund or compensation will be made in the event of any cancellation of Draft Party.
- ii. Winners and guests must abide by all Vikings and venue policies and Draft Party ticket terms and conditions. Vikings reserve the right to revoke the Game tickets from winner and/or guests who do not abide by the aforementioned policies, protocols, or ticket terms and conditions, or who the Vikings or venue personnel deem, in their sole discretion, may be intoxicated, be a safety risk, or have violated any venue policy or law.
- iii. Total Approximate Value of each Prize: Five Hundred Dollars (\$500). Actual prize

value is subject to fluctuations in the price of Draft Party tickets and winner will not receive the difference between actual value and approximate value.

- iv. All costs and expenses not specifically included herein, such as travel, are solely the winner's responsibility. If the winner elects to attend Draft Party without guests, no additional compensation will be awarded. No refund or compensation will be made in the event of the cancellation of Draft Party.
- v. Taxes on any prize, including any federal, state, local, sales and income taxes (if applicable), are solely the responsibility of the winners, and the winners each agree to provide a W-9 Form. Winners acknowledge that he or she will be issued a 1099 Form. If the value of all prizes won (from any promotion) by a winner from the Vikings during the 2023 calendar year meets or exceeds Six Hundred Dollars (\$600) or other amount as determined by the IRS. Winner will not be required to make any payments to Vikings.
- vi. Odds of winning depend on the number of entries received.

**Winner Selection and Notification:** A random drawing for all prizes among all eligible entries received will be conducted on or about April 24, 2023 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 twenty-four (24) hours. 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 the Sweepstakes. Prize is not redeemable for cash. If a winner is otherwise eligible under these Official Rules, but is nevertheless under twenty-one (21) years of age, the prize will not be awarded to such entrant.

Winner's guests must be at least twenty-one (21) years of age or the minor child or legal ward of the winner. A winner of the prize and his/her guests may be required to complete and return an Affidavit of Eligibility (the "Affidavit") including, but not limited to, providing proof of identity, if determined by the Vikings. If required, such documentation must be executed and returned to the Vikings within one (1) day of the date specified on the notification. If the Affidavit is returned as undeliverable or not returned to the Vikings within one (1) day 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.

No substitutions are permitted except if prize is unavailable, in which case a prize of equal or greater value may be awarded.

**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. and each of their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers, owners, members, directors, and advertising and sweepstakes agencies (collectively, 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, illness, 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, intellectual property, copyright, or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participating in, 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 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 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 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.

**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 <https://www.vikings.com/footer/privacy-policy>. 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 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 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.