

## 2023 Gray Duck Vodka "Vikings In Vegas" 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 Gray Duck Vodka "Vikings In Vegas" Sweepstakes (the "Sweepstakes") is sponsored by Minnesota Vikings Football, LLC, 2600 Vikings Circle, Eagan, MN 55121 ("Vikings") and Gray Duck Spirits, LLC, 18064 Green Gables Trail, Lakeville, MN 55044 ("Gray Duck").

**Entry Period:** The Sweepstakes begins September 5, 2023, at 8:00 AM CST, and ends November 5, 2023, at 11:59 PM 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 and physically located within the United States. VOID in Alaska, Florida, New York, Rhode Island, outside the U.S., and where prohibited. Employees of Vikings, Gray Duck, 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 in select retail locations throughout the Twin Cities metro 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\\_gray\\_duck\\_vegas\\_sweepstakes](https://minnesotavikings.formstack.com/forms/2023_gray_duck_vegas_sweepstakes)

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 is one (1) prize in the Sweepstakes** – The prize will consist of a trip for one (1) winner and one (1) guest to the Minnesota Vikings away game at Allegiant Stadium in Las Vegas, Nevada against the Las Vegas Raiders on December 10, 2023 (the "Game").

The prize includes:

- Two (2) upper level game tickets (seat location selected by Vikings in its sole discretion) to the Game;
- Round-trip coach class airfare for two (2) between a commercial airport near winner's residence and Las Vegas, Nevada, as determined by Vikings in its sole discretion;
- Two (2) nights standard hotel accommodations (single room, double occupancy) at a Vikings' determined hotel in its sole discretion;
- One (1) Five Hundred Dollar (\$500) visa gift card; and
- To be determined Gray Duck merchandise, as determined in the sole discretion of Gray Duck.

The winner's guests must be at least twenty-one (21) years of age or be the minor child or legal ward of the winner. All airfare and hotel accommodation booking arrangements will be administered by Vikings' authorized designee; provided that winner shall provide Vikings with the full name and date of birth of the winner and winner's guest. All travel must be booked prior to departure. Travel is 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 travel details once any element(s) of the arrangements have been booked, except in Vikings' sole discretion.

No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is 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.

The winner and winner's guest are each solely responsible for obtaining any desired or necessary travel documents. The winner and winner's 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 winner's guest are responsible for all 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.

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.

Winner and guests must abide by all Vikings and venue policies, protocols, and Game ticket terms and conditions. Vikings reserves the right to revoke the Game tickets from winner and/or guests who do not abide 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.

Total Approximate Value: Five Thousand Dollars (\$5,000). Actual prize value is subject to fluctuations in the price of airfare, hotel accommodations, and game tickets, and winner will not receive the difference between actual value and approximate value.

All costs and expenses not specifically included herein, including but not limited to, transportation to and from the hotel and/or stadium, are solely the winner's responsibility. No refund or compensation will be made in the event of the cancellation of the Game.

Taxes on any prize, including any federal, state, local, sales and income taxes (if applicable), are solely the responsibility of the winners, and the winner agrees to provide a W-9 Form. 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 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.

Odds of winning depend on the number of entries received.

**Winner Selection and Notification:** A random drawing for the winner, among all eligible entries received, will be conducted on or about November 6, 2023, by a Vikings representative, whose decisions are final on all matters relating to the Sweepstakes. The potential winner 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.

**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 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 <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.