

## 2021 Minnesota Vikings Game Face Sweepstakes

### Official Rules

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

The 2021 Minnesota Vikings Game Face Sweepstakes (the "Sweepstakes") is sponsored by Minnesota Vikings Football, LLC, 2600 Vikings Circle, Eagan, MN 55121 ("Vikings").

**Entry Period:** The Sweepstakes begins July 28, 2021, at 9:00am CST, and ends January 10, 2022, 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 eighteen (18) years of age on the date of entry AND a Minnesota, North Dakota or South Dakota resident. VOID outside the U.S., where prohibited and in all states except Minnesota. Employees of Vikings, Pepsi 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:** There are two (2) ways to enter the Sweepstakes – both ways utilize the latest version of the Minnesota Vikings Mobile Application (the "Mobile App").

#### **1. Pepsi Cup Scan:**

- a. To celebrate the season, Pepsi and Vikings have collaborated on the development of a commemorative cup (each a "Commemorative Cup"), which will be available for purchase at Vikings Training Camp POS locations, at U.S. Bank Stadium, and at select Hy-Vee gas station locations in Minnesota. Each Commemorative Cup includes a zapcode (symbol) that can be scanned utilizing the Mobile App.
- b. After purchasing a Commemorative Cup, participants must open the Mobile App, click on menu bar, and then select "Augmented Reality" and "Scan AR Code" function. Participants must then scan the zapcode on their Commemorative Cup, at which point an augmented reality experience, including a face filter, will appear on the participant's mobile device.
- c. Participants must take a photo using the face filter and share that photo to one of the following social media platforms, either Facebook, Twitter or Instagram, using the hashtag #VikingsGameFace.

#### **2. "Become a Viking" in the Mobile App:**

- a. Without a Commemorative Cup, participants may still enter the Sweepstakes by opening the Mobile App, clicking on menu bar, and then selecting "Augmented Reality" and "Become a Viking" function, at which point an augmented reality experience, including a face filter, will appear on the participant's mobile device.
- b. Participants must take a photo using the face filter and share that photo to one of the following social media platforms, either Facebook, Twitter or Instagram, using the hashtag #VikingsGameFace.

Participants must accurately complete all requirements (including properly uploading a photo and using the hashtag) to enter the Sweepstakes or the entry will be characterized as incomplete. Incomplete entries or entries that do not comply with these Official Rules will be disqualified.

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 regardless of the method of entry used.

**Photo Submission Restrictions:** Submitted photos for the Sweepstakes cannot:

1. be derogatory to any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity;
2. promote illegal drugs, tobacco, alcohol or firearms/weapons (or the use of any of the foregoing), and cannot promote or portray any activities that may appear unsafe or dangerous, or any particular political agenda or message;
3. be offensive, endorse any form of hate or hate group;
4. defame, misrepresent or contain disparaging, libelous, or misleading remarks, comments, or material about Vikings, Pepsi or to any groups, individuals or institutions or their respective products and/or services, or about any other people, products or companies; or
5. contain any trademarks, logos or trade dress owned by others, or advertises or promotes any brand or product of any kind other than the Minnesota Vikings.

**PHOTOS THAT DO NOT COMPLY WITH THESE RESTRICTIONS  
WILL BE IMMEDIATELY DISQUALIFIED.**

**Original Content; Rights Granted by Entrants:** By entering the Sweepstakes, each entrant: (i) guarantees that they are the exclusive owner of the copyright and all other proprietary rights in any and all materials and content used by the entrant for the Sweepstakes; (ii) guarantees that they have the right to grant to Vikings, Pepsi and/or anyone acting on their behalf the right to use, reproduce, distribute the submitted photo, including commercially; (iii) understands, agrees and grants to Vikings, Pepsi and/or anyone acting on their behalf have the right, when permitted by law, to use any of the entrant's submitted photos for any advertising, publicity, promotional or other purposes without limit; and (iv) understands and agrees that no compensation will be paid or payable to entrant for any rights used or granted to Vikings, Pepsi and/or anyone acting on their behalf.

**Winner Selection and Notification:** There will be a total of fifty (50) prize winners, selected according to the schedule below.

<b>Selection Period</b>	<b>Submission Cutoff Date</b> (each at 11:59 PM CST)	<b>Winner Selection Date (on or about)</b>	<b>Number of winners</b>
1	10/4/21	10/6/21	10
2	11/1/21	11/3/21	10
3	11/22/21	11/24/21	10
4	12/10/21	12/12/21	10
5	1/10/22	1/12/22	10

For clarity, to be eligible to win a prize for the particular selection period, entries must be received no later than the corresponding submission cutoff date for that selection period. By way of example, to be eligible to win the prize for the first selection period, entries must be received by October 4, 2021 at 11:59pm. To be

eligible to win the prize for the second selection period, entries must be received by November 1, 2021 and 11:59pm, etc. Non-winning entries will carry forward to future selection periods.

Winners will be notified by e-mail and must respond 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 a 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:** Each winner will receive the same prize package, which will consist of the following:

- One (1) Pepsi and Vikings co-branded Brumate
- One (1) Pepsi and Vikings co-branded Flag
- One (1) Pepsi and Vikings co-branded baseball hat
- One (1) Minnesota Vikings Backpack

Approximate retail value is \$139.00. Prizes 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 a winner's right to a prize, and may result in a prize not being honored. All costs and expenses not specifically included herein, are solely the winner's responsibility. No substitutions are permitted except if a prize is unavailable, in which case a prize of equal or greater value may be awarded.

The odds of winning depend on the number of eligible entries received.

Taxes on a 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 or Pepsi. Prizes are 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, Pepsi 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 a prize (or any component thereof); (d) any change in the pricing (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 PRIZES, ARE 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 acknowledge that they have read and accepted Vikings' privacy policy and agree to Vikings' collection and usage of their personal information, which may include providing certain information to Pepsi and/or their agents for prize fulfillment.

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 prizes by random drawing among all eligible claimants who submitted legitimately, or (ii) terminate the Sweepstakes with notice and award prizes 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.