

## 2023 Skol Scribbles Presented by South Dakota Tourism Contest

### Official Rules

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

The 2023 Skol Scribbles Presented by South Dakota Tourism 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 will run weekly through the 2023 National Football League regular season. The Contest entry period will begin at approximately 10:00am CST the day following each Vikings regular season game and ends twenty four (24) hours after the Skol Scribbles Post, as defined below (each week a separate "Entry Period"). Vikings' computer is the Contest's 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 legal resident of the United States. 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, 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.

**Contest Entry:** Participants may enter the Contest by responding to the Skol Scribbles game day image posted by the Vikings to the Vikings Instagram Stories at approximately 10:00am CST the morning following each Vikings regular season game (the "Skol Scribbles Post"). The purpose of the Contest is for participants to submit their unique art idea via text description for how to design the Skol Scribbles Post (the "Image Idea"). Participants may respond to the Skol Scribbles Post by submitting their Image Idea via direct message to the Vikings in reply to the Skol Scribbles Post during the applicable Entry Period. Image Ideas should be submitted to Instagram utilizing the "question" feature box. Incomplete entries or entries which do not comply with the rules, requirements, and specifications will be disqualified by the Vikings. Participants must accurately complete all requirements in the entry or the entry will be characterized as incomplete and will not qualify. Any attempt of circumvention of Contest rules will result in immediate disqualification from the Contest.

Participants may only win the prize once during the entirety of the Contest. Once a participant has been awarded the weekly prize, any future submissions will not be considered for the Contest.

Participation in the Contest constitutes participant'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 Contest.

**Submission Restrictions:** Image Ideas 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 alcohol, illegal drugs, tobacco, 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 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 Vikings.

Image Ideas that do not comply with these restrictions will be disqualified by Vikings.

**Rights Granted by Participants:** By participating in the Contest, each participant guarantees that any ideas submitted are original and they are the exclusive owner of the Image Idea. Participants understand and agree that Vikings and/or anyone acting on behalf of Vikings have the right, when permitted by law, to use any Image Ideas and any content created or related thereto for any advertising, publicity, promotional or other purposes, including commercial purposes, without limit. The participant further claims and guarantees that they have the ability to grant to the Vikings and any third party such rights. No compensation will be paid or payable to any participant for any rights used or granted to Vikings.

**Winner Selection and Notification:** Each Image Idea for the applicable Entry Period will be reviewed on the basis of creativity and uniqueness. All submissions will be reviewed by the same judge following the close of the applicable Entry Period. A short list of finalists each Entry Period will be submitted to a panel of Vikings judges for review and selection of the winner. The winners will be notified by direct message on Instagram on the afternoon/evening of the close of an Entry Period (e.g. if an Entry Period closed Tuesday morning, notification would occur Tuesday afternoon/evening), and must respond or reply to Vikings within two (2) hours of such notification. 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, such winner will forfeit the prize. A forfeited prize may be awarded to an alternate winner within the finalist group for such Entry Period, as determined at the sole discretion of the Vikings. The winner for each Entry Period will be announced on Instagram, along with an illustration created by the Vikings containing the winning Image Idea.

**Prize:** There will be one (1) winner selected following the applicable Entry Period for each regular season Vikings game. The winners will be selected according to the rules listed above. The winner for each Entry Period will receive one (1) prize pack consisting of the following:

- Picture of the custom drawing inspired by your Image Idea autographed by the player in the picture (subject to change in Vikings sole discretion based on player availability), one (1) Osprey backpack, one (1) Big Frig Tumbler, and one (1) Field Notes memo book (APV \$100 each)

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

The autographed picture may be sent separately from the remainder of the prize package, and will likely arrive at a later date. No substitutions are permitted except if the prizes are unavailable, in which case prizes of equal or greater value may be awarded. Taxes on the prizes, including any federal, state, local, sales and income taxes (if applicable), are solely the responsibility of the winners, and winner agrees to provide a W-9 Tax form. Winner will not be required to make any payments to Vikings. Prizes are not redeemable for cash. Each 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.

**General Conditions:** By participating in the Contest, each participant 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 marketing 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 participant's entries, participation or inability to participate in the Contest; (b) the violation of any third-party privacy, personal, publicity, intellectual property and copyright, 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); (h) the negligence or willful misconduct by participant; or (i) the Released Parties use of any submitted Image Idea.

By participating in the Contest, participants 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 participant 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 PRIZES, 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 CONTEST IS NOT A GAMBLING PROMOTION, MAY NOT BE USED BY A PARTICIPANT IN CONNECTION WITH ANY FORM OF GAMBLING AND IS STRICTLY INTENDED FOR ENTERTAINMENT PURPOSES.

**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. PARTICIPANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY PARTICIPANT 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, participants 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 prizes by random drawing among all eligible claimants who submitted legitimately, or (ii) terminate the Contest with notice and award the 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 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.**

All entry data provided online is provided to the Vikings and not to Instagram. This Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram.

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 participant 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.