

## 2019 PEPSI SKOLCELEBRATIONS CONTEST

### Official Rules

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

The 2019 Pepsi SkolCelebrations Contest (the "Contest") is sponsored by Minnesota Vikings Football, LLC, 2600 Vikings Circle, Eagan, MN 55121 ("Vikings") and PepsiCo, Inc. ("Pepsi") (together referred to as the "Sponsors").

**Entry Period:** The Contest entry period shall begin approximately two and a half (2.5) hours before each Vikings home game and end one (1) hour following the start of each Vikings home game (the "Entry Period"). The 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 Minnesota resident. VOID in all states except Minnesota, outside the U.S., and where prohibited. Employees of the Sponsors or their respective 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.

#### **Entry Rules:**

Participants may enter the promotion by scanning the Zapcode on Pepsi AR cups available for purchase within U.S. Bank Stadium, and following participating in the augmented reality experience provided within the Vikings mobile application ("AR"), Participants must upload a video of their AR celebration to Facebook, Instagram or Twitter using both the #SkolCelebrationsc and #Contest hashtags. Both hashtags must be used for valid entry. Incomplete entries or entries which do not comply with the rules, requirements, and specifications will be disqualified by the Sponsors. Participants are limited to one (1) entry per person on the one (1) selected platform of their choice. Participants must provide any information required in the entry. Any attempt of circumvention of Contest rules will result in immediate disqualification from the Contest.

Participants must accurately complete all requirements (including properly upload the video entry) or the entry will be characterized as incomplete and will not qualify.

Participation in the Contest constitutes a Participant's full and unconditional agreement to these Official Rules and Sponsors' decisions and interpretations, which are final and binding in all matters related to the Contest.

**Prizes: There will be a total of ten (10) grand prize winners, ten (10) first (1<sup>st</sup>) prize winners and one hundred (100) second prize (2<sup>nd</sup>) prize winners. The winners will be selected according to the rules listed below. If the Vikings participate in a home playoff game during the 2019 football season, one (1) first (1<sup>st</sup>) prize and one (1) second (2<sup>nd</sup>) prize winner will be selected for each home playoff game.**

**Grand Prize: Ten (10) total winners. Participants may only qualify for the grand prize if they participate in the contest during Vikings home games from August 18 through November 17, 2019. Each grand prizewinner will win the following:**

- Two (2) game tickets (seat location selected by Vikings in its sole discretion) to watch the Minnesota Vikings play the Detroit Lions on December 8, 2019 at U.S. Bank Stadium (the "Game") (APV \$250 each)

**1<sup>ST</sup> Prize: Ten (10) total winners. All Contest Participants may qualify for the first (1<sup>st</sup>) prize. Each first (1<sup>st</sup>) prizewinner will win the following:**

- One (1) autographed football (APV \$150 each)

**2<sup>nd</sup> Prize: One Hundred (100) total winners. All Contest Participants may qualify for the second (2<sup>nd</sup>) prize. Each second (2<sup>nd</sup>) prizewinner will win the following:**

- One (1) Sponsors co-branded stocking hat (APV \$25 each)

All costs and expenses not specifically included herein, including travel and/or transportation to/from the Game, are the sole responsibility of the winner and winner's guests.

- 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 reserve the right to revoke the Game tickets from winner and/or guest who Vikings or venue personnel deem, in their sole discretion, may be intoxicated, may be a safety risk, or have violated any venue policy or law.
- C. The winner's guests must be at least eighteen (18) years of age or be the minor child or legal ward of the winner.
- D. No refund or compensation will be made in the event of the cancellation or delay of the Game.

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

**Original Content; Ownership:** By participating in the Contest, each Participant guarantees that they are the exclusive owner of the copyright and all other proprietary rights in any and all materials and content submitted by the Participant to enter the Contest. The Participant further claims and guarantees that they have the right to grant to any Sponsors and any third party the right to use, reproduce, distribute, perform and display video or photo derived from the video in any manner, including commercially. Participants must ensure all entries must have appropriate clearances, permissions and releases PRIOR to uploading, or may be eliminated from the Contest. Any unauthorized samples or performances of another artist's material could be subject to fines, royalty fees, and/or legal action for which the Participant agrees to indemnify, defend and hold Sponsors harmless. Sponsors may use any video content received from the Participants on Sponsor's or their respective affiliates' websites or social digital platforms.

Submissions cannot: (1) be derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contains 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 the Sponsors or to any groups, individuals or institutions or their respective products and/or services, or about any other people, products or companies.

(5) contain trademarks, logos or trade dress owned by others, or advertises or promotes any brand or product of any kind other than Sponsors.

**Rights Granted by Contest Participants:** By entering this Contest and submitting a video, the Participant understands and agrees that the Sponsors and/or anyone acting on behalf of the Sponsors has the right, where permitted by law, to use the content and personal information for any advertising, publicity, promotional or other purposes without limit. No compensation will be paid or payable for any rights used or granted to the Sponsors. Participant shall indemnify, defend, and hold harmless the Sponsors in any claim related to the Sponsors use of such content.

**Winner Selection and Notification:** Entries will be ranked on the basis of the creativity. All submissions will be judged by a panel of Sponsors judges. All prizes will be awarded in Sponsors sole discretion.

The grand prize winners will be notified on the social media platform of their submission no later than November 24<sup>th</sup>, 2019, and must respond or reply to Vikings within three (3) business days. The first (1<sup>st</sup>) and second (2<sup>nd</sup>) prize winners will be notified on the social media platform of their submission within ten (10) days following the conclusion of the Contest 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, a winner is not in compliance with these Official Rules or if the Winner cannot accept or receive the prize for any reason, the Winner will forfeit the prize. A forfeited prize may be awarded to an alternate winner, which shall be the entry with the next highest combined score from all remaining eligible entries received for the Contest.

The winners of the grand prize and his/her guests will be required to complete and return an Affidavit of Eligibility, a Release of Liability and Publicity Release (the "Affidavit") including, but not limited to, providing proof of identity, which must be executed and returned to Vikings within five (5) business days of the date specified on the notification. If the Affidavit is returned as undeliverable or not returned to Vikings within five (5) business days 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 a prize is unavailable, in which case a prize of equal or greater value may be awarded. Prizes are not redeemable for cash.

### **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., Pepsi 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 participant'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 participant.

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 Participants 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.

#### **Disputes:**

**The Contestant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of Minnesota or the appropriate Minnesota State Court located in Minneapolis; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest and in no event will Contestant be permitted to obtain attorneys' fees or other legal costs; and (iii) under no circumstances will Contestant be permitted to obtain awards for, and the Contestant hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. (Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you.) All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Contestant and/or Sponsors in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without giving effect to its choice of law.**

#### **Additional Terms:**

Vikings' privacy policy is available at <https://www.vikings.com/footer/privacy-policy>. By participating in the Contest, Participants hereby agree to Sponsors' collection and usage of their personal information and acknowledge that they have read and accepted Sponsors' privacy policies.

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, Sponsors reserve the right, in their 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 prizes in a random drawing among eligible claimants who submitted legitimately received entries. In no event will Sponsors be liable for awarding more than the stated number of prizes. Sponsors and their 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.

Sponsors reserve the right, in their 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. Sponsors also reserve the right, at their 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 SPONSORS 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 Sponsors and not to Facebook, Instagram or Twitter. This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or Twitter.

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. Sponsors' 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 Sponsors 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.