

## 2021 Minnesota Vikings My Cause My Cleats Contest

### 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 My Cause My Cleats 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 begins November 12, 2021, at 12:00pm CST, and ends November 19, 2021, at 11:59am CST (the "Entry Period"). Vikings' computer is the Contest's official clock.

**Eligibility:** To participate in the Contest, an entrant must be a parent or legal guardian at least eighteen (18) years or older of a child under the age of eighteen (18). 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.

**Prize:** There will be one (1) prize in the Contest. The winner shall receive their winning design featured on the cleats for Viktor the Viking, official mascot for the Minnesota Vikings (the "Cleats"), which may be, but is not guaranteed to be, used or worn during the Vikings' home game at U.S. Bank Stadium on December 9, 2021 as a part of the NFL's "My Cause My Cleats" annual campaign. The winner shall also receive the Cleats featuring their winning design.

**Approximate Prize Value:** One Hundred Fifty Dollars (\$150). The odds of winning depend on the number of eligible entries received and the quality of the submissions. No substitutions are permitted except if a prize is unavailable, in which case a prize of equal or greater value may be awarded. Taxes on the 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. The prize is not redeemable for cash. The 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 2021 calendar year meets or exceeds Six Hundred Dollars (\$600) or other amount as determined by the IRS.

#### **Contest Entry:**

1. Vikings will be supporting American Heart Association and NFL Play 60 initiative (the "Cause") during the 2021 NFL "My Cause My Cleats" annual campaign;
2. On November 12, 2021, at or around 12:00pm CST, Vikings will (a) email a black and white printable cleat design sheet as shown in Attachment A attached hereto (the "Design Sheet"), which may also be found on <https://www.vikings.com/youth/activities>, to active members of the Vikings Kids Club and those who have opted in to receive email notifications from Vikings and have previously indicated to Vikings they have children under the age of eighteen (18); and (b) post a Contest description and link to <https://www.vikings.com/youth/activities> on Viktor the Viking's social media accounts (e.g., Facebook, Instagram, Twitter);
3. Entrants must design, decorate or color one (1) Design Sheet, in support of the Cause, as they see fit depicting the finished Cleat; and

4. Upon completion of the Design Sheet, entrants must visit the site below, complete the registration form and upload the Design Sheet.

[https://minnesotavikings.formstack.com/forms/viktor\\_mcmc\\_contest](https://minnesotavikings.formstack.com/forms/viktor_mcmc_contest)

Entrants must accurately complete all requirements (including properly uploading the Design Sheet) or the entry will be characterized as incomplete. Incomplete entries or entries that do not comply with these Official Rules will be disqualified from the Contest.

All designs must be original, but there are no restrictions on what an entrant can use to design, decorate or color the Design Sheet.

Limit of one (1) entry per person.

All costs and expenses associated with an entrant's participation in the Contest, including any costs and expenses associated with the time necessary to develop and/or submit a Design Sheet, shall be the sole responsibility of each entrant.

Participation in the Contest 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 Contest.

**Submission Restrictions:** Design Sheets 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.

Design Sheets that do not comply with these restrictions may be disqualified by Vikings.

**Original Content; Rights Granted by Entrants:** By entering the Contest, 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 Contest; (ii) guarantees that they have the right to grant to the Released Parties (defined below) the right to use, reproduce, or distribute any designs, the Design Sheet or the Cleat, including commercially; (iii) understands, agrees and grants to the Released Parties a worldwide, fully-paid, perpetual right and license to use any of the entrant's submitted designs, Design Sheet or the Cleat 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.

**Winner Selection and Notification:** Each Design Sheet will be individually ranked on the basis of (i) creativity; (ii) quality; and (iii) connection to the Cause. All submissions will be judged by the same judge. Each Design Sheet will be ranked with a score of one (1) through ten (10) for each judging criteria. The highest scoring submission will be selected as the winning submission. In the event of a tie, ties will be broken by random drawing by an authorized Vikings' representative.

The winner will be notified by email and must respond or reply to Vikings within two (2) 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, a winner will forfeit the prize. A forfeited prize may be awarded to the entrant with the next highest point score at the end of the Contest (or tie-breaker, if applicable).

### **General Conditions:**

By participating in the Contest, 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 and directors (the "Released Parties") in connection with the Contest; (iv) that the Released Parties (unless prohibited by law) may use their, and their child's, name, voice, city/state of residence, photograph, Design Sheet or winning Cleat, 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, including the Vikings use of the Design Sheet, and the entrant'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 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); (h) the negligence or willful misconduct by entrant; or (i) the Released Parties use of any submitted Design Sheet.

By participating in the Contest, 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 Contest; (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 Contest 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 CONTEST, 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 CONTEST 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 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. 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 Contest, entrants hereby agree to Vikings' collection and usage of their, and their child's, 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 prize by random drawing among all eligible claimants who submitted legitimately, or (ii) terminate the Contest 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 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.**

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 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.

## DESIGN VIKTOR'S SHOES

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