

## 2024 Jameson Football Fanatic Contest

### Official Rules

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

The 2024 Jameson Football Fanatic Contest (the "Contest") is sponsored by Minnesota Vikings Football, LLC, with an address of 2600 Vikings Circle, Eagan, MN 55121 ("Vikings") and Pernod Ricard USA, LLC, with an address of 5882 Schumann Drive, Fitchburg, Wisconsin 53711 ("Pernod").

**Entry Period:** The Contest begins September 8, 2024, at 8:00am CST, and ends January 6, 2025, at 11:59pm CST (the "Entry Period"). Vikings' computer is the Contest's official clock.

**Eligibility:** To be eligible to enter into the Contest, you must be at least twenty-one (21) years of age on the date of entry AND a Minnesota resident. Employees of Vikings, Pernod or their 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.

**Entry:** To enter the Contest, participants must visit the site below and do the following: (i) upload a photo capturing such participant celebrating the Minnesota Vikings; and (ii) complete the registration form as prompted on the screen.

[https://minnesotavikings.formstack.com/forms/2024\\_jameson\\_football\\_fanatic](https://minnesotavikings.formstack.com/forms/2024_jameson_football_fanatic)

Participants must accurately complete all requirements (including properly uploading a photo) or the entry will be characterized as incomplete. Incomplete entries or entries which do not comply with these Official Rules will be disqualified. 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. Any attempt of circumvention of these Official Rules will result in immediate disqualification from the Contest. Multiple entries are permitted.

**Photo Submission Restrictions:** Submitted photos for the Contest 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, 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, Pernod 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 Vikings or Pernod.

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

**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 or submitted by the entrant for the Contest; (ii) guarantees they are the owner of or have secured any and all rights, approvals, or licenses necessary for individuals appearing in the submitted materials and content, including but not limited to, name, image, likeness and other individual intellectual property rights; (iii) guarantees that they have the right to grant to Vikings, Pernod and/or anyone acting on their behalf the right to use, reproduce, and/or distribute the submitted photo, including commercially; (iv) understands, agrees and grants to Vikings, Pernod and/or anyone acting on their behalf the right to use any of the entrant’s submitted photos for any advertising, publicity, promotional or other purposes without limit; and (v) understands and agrees that no compensation will be paid or payable to entrant for any rights used or granted to Vikings, Pernod and/or anyone acting on their behalf.

**Winner Selection and Notification:** Each submitted photo will be individually ranked on the basis of (i) creativity, (ii) quality, and (iii) humor, with a score of one (1) through ten (10) for each of the three judging criteria. All submissions will be judged by the same judges. The highest scoring submission will be selected as the winning submission. There will be a total of sixteen (16) prize winners, plus one (1) grand prize winner, 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	9/8/24	9/9/24	1
2	9/15/24	9/16/24	1
3	9/22/24	9/23/24	1
4	9/29/24	9/30/24	1
5	10/6/24	10/7/24	1
6	10/20/24	10/21/24	1
7	10/24/24	10/25/24	1
8	11/3/24	11/4/24	1
9	11/10/24	11/11/24	1
10	11/17/24	11/18/24	1
11	11/24/24	11/25/24	1
12	12/1/24	12/2/24	1
13	12/8/24	12/9/24	1
14	12/16/24	12/17/24	1
15	12/22/24	12/23/24	1
16	12/29/24	12/30/24	1

17	1/6/25	1/7/25	1
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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 September 8, 2024, at 11:59pm. To be eligible to win the prize for the second selection period, entries must be received by September 15, 2024, at 11:59pm, etc.

Non-winning entries will not carry forward to future selection periods.

The winner selected last, on or about January 7, 2025, will be the grand prize winner.

The winners will be notified by email or phone 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, a winner will forfeit the prize. A forfeited prize may be awarded to the entrant with the next highest point score (or tiebreaker, if applicable).

**Prizes:** Each weekly winner for selection periods 1-16 will receive one (1) One Hundred Fifty Dollar (\$150) gift card to the Vikings Locker Room store and one (1) Jameson branded tailgate bench (collectively, the "Weekly Prize Pack"). Approximate Value – Three Hundred Dollars (\$300) per Weekly Prize Pack.

The grand prize winner for selection period 17 will receive one (1) Vikings branded hat, one (1) Vikings branded tote or backpack, one (1) Vikings branded tumbler, one (1) mini helmet autographed by a current or former Vikings player, and one (1) to-be-determined Large Counter Top Fridge, as determined in Vikings' sole discretion. Approximate Value – One Thousand Three Hundred Dollars (\$1,300).

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.

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. Winners 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 2024 or 2025 calendar year meets or exceeds Six Hundred Dollars (\$600) or other amount as determined by the IRS.

The odds of winning depend on the number of eligible entries received and the quality of the photo submissions with respect to the three judging criteria.

**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, Pernod, 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, directors, and advertising and sweepstakes agencies (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, photo submission, 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 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 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 entrant; or (i) the Release Parties use of any submitted photo.

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 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, 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. 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 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.**

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.