

## **Tis' the Season with MOA and the Vikings Sweepstakes**

### **Official Rules**

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

The Tis' the Season with MOA and the Vikings Sweepstakes (the "Sweepstakes") is sponsored by Minnesota Vikings Football, LLC, 2600 Vikings Circle, Eagan, MN 55121 ("Vikings") and MOAC Mall Holdings LLC, 60 East Broadway, Bloomington, Minnesota 55425 ("MOA").

**Entry Period:** The Sweepstakes begins November 20, 2019, at 12:00pm CST, and ends December 2, 2019, at 11:59pm CST (the "Entry Period"). The 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 United States resident of the State of Minnesota. VOID where prohibited. Employees of Vikings and MOA or their affiliates, parent companies, marketing agencies, participating vendors, subsidiaries, 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:** To enter the Sweepstakes, visit <https://www.vikings.com/moa> and complete the Registration Form. Upon completion, entrants will automatically be placed in the Sweepstakes. All completed entries must be received during the Entry Period.

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.

**Prize: There is one (1) prize in the Sweepstakes:** The prize includes the following:

- Two (2) game tickets (seat location selected by Vikings in its sole discretion) to the Minnesota Vikings home game on December 23, 2019, against the Green Bay Packers (the "Game")
- Two (2) night standard hotel accommodations (single room, double occupancy) to the Radisson Blu Mall of America in Bloomington, Minnesota (the "Hotel") for December 22, 2019 and December 23, 2019
- Ground transportation from the Hotel to the Game, and from the Game back to the Hotel
- Vikings Memorabilia and Merchandise Swag Bag
- Four (4) Nickelodeon Universe All-Day Wristbands
- Four (4) Moose Mountain Adventure Golf Passes
- One Hundred Dollar (\$100) Gift Card to Twin City Grill at Mall of America

All costs and expenses not specifically included herein are solely the winner's responsibility. Additional travel restrictions may apply.

- i. All Hotel accommodation booking arrangements will be administered by Vikings' authorized designee. Travel is subject to capacity controls, availability, weather, seasonal influences, and certain other restrictions, all of which are subject to change. No changes will be made to travel details

once any element(s) of the travel arrangements have been booked, except in Vikings' sole discretion.

- ii. The winner and his/her guest are each solely responsible for obtaining any desired or necessary travel documents (including government-issued photo identification). The winner and his/her guest hereby acknowledges that Vikings have not and will not obtain or provide travel insurance or any other form of insurance for any part of the prize. The winner and his/her guest are responsible for all in-room charges (e.g., mini-bar, movies), telephone calls, Wi-Fi internet, meals, beverages, gratuities, upgrades, personal incidentals, amenities and any other fees and expenses not specifically mentioned in these Official Rules. The winner may be required to provide a major credit card upon Hotel check-in and all in-room charges will be charged to such credit card.
- iii. Game tickets and passes are awarded pursuant to a revocable, non-transferable 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. No refund or compensation will be made in the event of any cancellation of the Game.
- iv. Winner and guest 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, be a safety risk, or have violated any venue policy or law. MOA reserves the right to revoke any passes from winner and/or guest who MOA or venue personnel deem, in their sole discretion, may be intoxicated, be a safety risk, or have violated any venue policy or law.
- v. The winner's guest must be at least eighteen (18) years of age or be the minor child or legal ward of the winner. If the winner elects to travel without a guest, no additional compensation will be awarded.
- vi. Approximate Value Per Prize: One Thousand Four Hundred Fifty Dollars (\$1,450). Actual prize value is subject to fluctuations in the price of travel and Game tickets not yet issued and winner will not receive the difference between actual value and approximate value.
- vii. Odds of winning depend on the number of entries received.

Prizes are not redeemable for cash. Taxes on any 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. Prize winner and his/her guest will not be required to make any payments to Vikings or MOA.

**Winner Selection and Notification:** A random drawing for the winner, among all eligible entries received, will be conducted at the conclusion of the Entry Period, by an authorized Vikings representative, whose decisions are final on all matters relating to the Sweepstakes. The winner will be notified by phone or email and must respond to Vikings within forty-eight (48) hours. In the event the winner is unreachable or the winner is not in compliance with these Official Rules,

the winner will forfeit the prize. The forfeited prize may be awarded to an alternate winner in a random drawing from all remaining eligible entries received for the Sweepstakes.

If the winner is otherwise eligible under these Official Rules, but is nevertheless deemed a minor in his or her state of primary residence, the prize will not be awarded to the entrant.

**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, MOA, the NFL and its member teams, NFL Properties, Inc. and each of their respective advertising and sweepstakes 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 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, attendance at, receipt, travel related to, participation in, 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 prizing (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, 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 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 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 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 (a) award the prizes by random drawing among all eligible claimants who submitted legitimately, or (b) 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 or MOA be liable for awarding more than the stated number of prizes. Vikings, MOA 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.

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.