

2019 GATORADE SPLASH WALL SWEEPSTAKES

Official Rules

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

The 2019 Gatorade Splash Wall Sweepstakes (the "Sweepstakes") 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 Sweepstakes begins September 1, 2019, at 10:00am CST, and ends February 2, 2020, 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 Minnesota resident. VOID in Alaska, Florida, New York, Rhode Island, outside the U.S., and where prohibited. Employees of the Sponsors or their respective affiliates, parent companies, marketing agencies, Sweepstakes vendors, subsidiaries and 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 Rules: There are two (2) ways to enter the Sweepstakes:

1. **Social Media Entry:** Entrants may enter the Sweepstakes by uploading a video or picture of Entrant in front of the Gatorade Splash Wall at the Minnesota Vikings Museum (located at 2645 Vikings Parkway, Eagan, MN 55121) (the "Museum") to Facebook, Instagram or Twitter using both the #VikingsSplash and #Sweepstakes 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. Entrants are limited to one (1) entry per person on the one (1) selected platform of their choice. Entrants must provide any information required in the entry. Any attempt of circumvention of Sweepstakes rules will result in immediate disqualification from the Sweepstakes.

2. **Mail-in Entry:** To enter by mail, visit the link below, print and fill out the form in legible handwriting and mail a copy of the form in a self-addressed, stamped envelope with sufficient postage (limit of one (1) form per envelope) to Katrina Jaeger, Minnesota Vikings, 2600 Vikings Circle, Eagan, MN 55121. Mail-in entries must be postmarked on or after the first day of the Entry Period and received no later than the last day of the Entry Period as outlined above.

https://minnesotavikings.formstack.com/forms/alt_sweepstakes_entry_method

Entrants must accurately complete all requirements (including properly upload the video/photo entry or accurately completing mail in entry) or the entry will be characterized as incomplete and will not qualify.

Participation in the Sweepstakes constitutes an Entrant'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 Sweepstakes.

Prizes: There will be a total of thirteen (13) grand prize winners and ten (10) first (1st) prize winners. The winners will be selected according to the rules listed below.

Grand Prize: Thirteen (13) total winners. Entrants may only qualify for the Grand Prize if they participate in the Sweepstakes between September 1, 2019 and November 22, 2019. Each Grand Prize winner will receive the following:

- Two (2) tickets for winner and winner's guest to a VIP event hosted at the Museum (date and time selected in Vikings sole discretion) (APV \$150 each)

1ST Prize: Ten (10) total winners. Entrants may only qualify for the first (1st) prize if they participate in the Sweepstakes between November 23, 2019 and February 2, 2020 enter. Each first (1st) prizewinner will win the following:

- One (1) Gatorade sling bag, including a water bottle and towel (APV \$50 each)

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

Original Content; Ownership: By participating in the Sweepstakes, each Entrant 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 Entrant to enter the Sweepstakes. The Entrant 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/picture in any manner, including commercially. Entrants must ensure all entries must have appropriate clearances, permissions and releases PRIOR to uploading, or may be eliminated from the Sweepstakes. Any unauthorized samples or performances of another artist's material could be subject to fines, royalty fees, and/or legal action for which the Entrant agrees to indemnify, defend and hold Sponsors harmless. Sponsors may use any video/picture content received from the Entrants 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 Sweepstakes Entrants: By entering this Sweepstakes and submitting a video/picture, the Entrant 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. Entrant shall indemnify, defend, and hold harmless the Sponsors in any claim related to the Sponsors use of such content.

Winner Selection and Notification: A random drawing from eligible entries for the Grand Prize winners will be conducted weekly between September 1, 2019 and November 22, 2019, by a Sponsor representative, whose decisions are final on all matters relating to the Sweepstakes. A random drawing from eligible entries for the First (1st) Prize winners will be conducted weekly between November 23, 2019 and February 2, 2020, by a Sponsor representative, whose decisions are final on all matters relating to the Sweepstakes. All winners will be notified on the social media platform of their submission or by email and must respond to Sponsors within twenty-four (24) hours of the drawing. In the event any winner is unreachable or a 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 a 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. No substitutions are permitted except if prize is unavailable, in which case a prize of equal or greater value may be awarded.

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 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, the NFL and its member teams, NFL Properties, Inc., Pepsi 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, 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 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 agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, 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 Sweepstakes and in no event will Sweepstakes be permitted to obtain attorneys' fees or other legal costs; and (iii) under no circumstances will Sweepstakes be permitted to obtain awards for, and the Sweepstakes 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 Sweepstakes and/or Sponsors in connection with the Sweepstakes, 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> and Pepsi's privacy policy is available at [Pepsi.com/privacy](https://www.pepsi.com/privacy). By participating in the Sweepstakes, entrants 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 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, 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 Sweepstakes 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 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. 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 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 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 Sweepstakes 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 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.