

## 2023 That Deserves a Crown Contest

### Official Rules

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

The 2023 That Deserves a Crown Contest (the "Contest") is sponsored by Minnesota Vikings Football, LLC, with an address of 2600 Vikings Circle, Eagan, MN 55121 ("Vikings") and Diageo Americas, Inc., with an address of 3 World Trade Center, 175 Greenwich St., Floor 42, New York, NY 10007 ("Diageo").

**Entry Period:** The Contest begins September 10, 2023 at 12:01am CST, and ends October 24, 2023, at 11:59pm CST (the "Entry Period"). Vikings' computer is the Contest's official clock.

**Eligibility:** To participate in the Contest, you must be at least twenty one (21) years of age on the date of entry AND a legal resident of the State of Minnesota. VOID where prohibited. Employees of Vikings, Diageo, 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. Contest prizes are available to "Nominees" who meet the following eligibility requirements: (a) must be at least twenty five (25) years of age and a legal resident of the State of Minnesota as of the nomination date, and (b) be a retired member of a branch of the United States military. Self-nominations are not permitted. Nominees must be one (1) individual person, and may not be a group of people, or an organization, or a company.

**Contest Entry:** To enter, go to [www.vikings.com/promotions](http://www.vikings.com/promotions) during the Entry Period, select the Crown Royal That Deserves a Crown graphic, and follow the entry link ([https://minnesotavikings.formstack.com/forms/that\\_deserves\\_a\\_crown](https://minnesotavikings.formstack.com/forms/that_deserves_a_crown)) and instructions outlined in the nomination form. As part of the entry, entrants must nominate an eligible Nominee and write a brief summary (300 words or less) about the Nominee's actions/conduct in conjunction with the Nominee's military career which demonstrate a spirit of generosity; the overall significance and inspiration of Nominee to Minnesota and the United States; and alignment with the core values of Diageo and Vikings. Entrant represents and warrants that their entry is (a) the original work of the entrant and prepared specifically for this Contest; (b) truthful and accurate; and (c) does not contain any material that infringes another's rights, including but not limited to privacy, publicity, or intellectual property rights, or that constitutes copyright infringement. It is the entrant's sole responsibility to secure the Nominee's written consent allowing entrant to include the Nominee's personal information on the nomination form and enter the Nominee in the Contest. In securing such consent, entrant should share these Official Rules with the Nominee and specifically advise the Nominee that the grand prize requires the winning Nominee to sign a Photo/Likeness Release and attend the Minnesota Vikings home game at U.S. Bank Stadium in Minneapolis, MN against the New Orleans Saints on November 12, 2023 ("Game") with the winning Nominee being honored in a ceremony preceding the Game. Entrant understands and agrees that the Released Parties are directly relying on the entrant's representation that they have obtained the Nominee's consent beforehand and would not have accepted the nomination from entrant in the absence of same.

All entries must be received during the Entry Period. 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.

There is no limit on the number of Nominees an entrant can nominate, but entrants cannot nominate the same Nominee more than once.

**Submission Restrictions:** Nominations 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 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, Diageo, 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 or Diageo.

**SUBMISSIONS 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 content used or submitted in the nomination 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 nomination, 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, Diageo and/or anyone acting on their behalf the right to use, reproduce, and distribute the submitted nomination, including commercially; (iv) understands, agrees and grants to Vikings, Diageo and/or anyone acting on their behalf the right, when permitted by law, to use any of the entrant's nomination 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, Diageo and/or anyone acting on their behalf.

**Prize:** There will be one (1) grand prize in the Contest. The prize includes (i) two (2) lower level game tickets (seat location selected by Vikings in its sole discretion) to the Game; (ii) two (2) pre-game field passes for the Game; and (iii) one (1) football autographed by a current or former Vikings player or coach, as determined in Vikings' sole discretion.

Game tickets 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.

The winner and their guest must abide by all Vikings and venue policies, protocols, and Game ticket terms and conditions. Vikings reserve the right to revoke the Game tickets from the winner and/or guests who do not abide the aforementioned policies, protocols, or ticket terms and conditions, or who the Vikings or venue personnel deem, in their sole discretion, may be intoxicated, be a safety risk, or have violated any venue policy or law.

All costs and expenses not specifically included herein, are solely the winner's responsibility. If the winners elect to attend the Game without guests, no additional compensation will be awarded.

Approximate Value of the Prize: Seven Hundred Seventy Dollars (\$770). Actual prize value is subject to fluctuations in the price of Game tickets and winner will not receive the difference between actual value and approximate value.

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 she will be issued a 1099 Form if the value of all prizes won (from any promotion) by winner from Vikings during the 2023 calendar year meets or exceeds Six Hundred Dollars (\$600) or other amount as determined by the IRS.

**Winner Selection and Notification:** The winning Nominee will be selected by Vikings and Diageo, whose decisions will be final in all matters relating to the Contest, based on actions/conduct in conjunction with the Nominee's military career which demonstrate a spirit of generosity; the overall significance and inspiration of Nominee to Minnesota and the United States; and alignment with the core values of Diageo and Vikings. Should a Nominee be the subject of multiple nominations from different entrants, all nominations regarding such Nominee will be considered in the judges' review and selection of the winning Nominee.

The winning Nominee will be notified by email and will be required to sign an Affidavit of Eligibility and Liability Release and a Likeness Release Agreement within five (5) days of notification (or such shorter period of time as designated by Vikings at the time of notification) or the prize will be forfeited and may be awarded to another winning Nominee at Vikings' sole discretion (time permitting). In the event the winner is unreachable, winner's prize notification is returned as undeliverable, winner is not available to attend the Game, or the winner is not in compliance with these Official Rules, the winner will forfeit the prize. A forfeited prize may be awarded to another Nominee.

The winning Nominee understands and agrees that Vikings intend to honor them in a ceremony on the field prior to the Game. With regard to the ceremony, the following conditions apply, in addition to those governing use of the field pass element of the prize: (a) the content of the ceremony, including the winning Nominee's and their guest's role in the same and the duration of the ceremony, shall be determined by Vikings in its sole discretion; (b) winning Nominee and their guest must be present for the entire duration of the ceremony; (c) winning Nominee and their guest must wear appropriate attire during the ceremony (as determined by Vikings in its sole discretion) and agree to change their attire as directed by Vikings upon request; (d) winning Nominee and their guest must act in a respectful, well-behaved and appropriate manner before, during and after the ceremony, including, by way of example only, not making any lewd or sexually suggestive gestures or comments, not engaging in any act that would degrade or demean the human form, image, or status of women, men or members of any group based on race, religion, ethnic background, sexual orientation, gender or other minority status, and not engaging in any act that otherwise reflects poorly upon the Crown Royal brand of Canadian whisky, the Vikings and/or the NFL; and (e) the ceremony may not be recorded by winning Nominee and their guest without the prior written approval of the Vikings.

Violation of the preceding requirements, as determined by Vikings in its sole discretion, may result in immediate termination of the participation of the winning Nominee and/or their guest in the ceremony and possible ejection from the stadium with all rights to the grand prize being forfeited and, in such instance, the Released Parties shall not have any liability of any kind.

### **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, Diageo, 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 Nominee's, name, voice, city/state of residence, photograph, nomination, 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 nomination, 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 nomination.

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 Nominee'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.