2020 TCO Vikings Virtual 5K Sweepstakes

Official Rules

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

The 2020 TCO Vikings Virtual 5K Sweepstakes (the "Sweepstakes") is sponsored by Minnesota Vikings Football, LLC, with an address of 2600 Vikings Circle, Eagan, MN 55121 ("Vikings").

Entry Period: The Sweepstakes begins August 1, 2020, at 10:00am CST and ends September 1, 2020, at 11:59pm CST ("Entry Period"). Vikings' computer is the Sweepstakes official clock.

Eligibility: To participate in the Sweepstakes, you must be at least eighteen (18) years old on the date of entry AND a United States resident of a state that is not void under these terms and conditions (the "Eligible Locations"). VOID in the states of Alaska, Florida, Rhode Island, outside the U.S., and where prohibited. Employees of the NFL Entities (defined as the National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees), the Minnesota Vikings Football, LLC ("Vikings") or its affiliates, parent companies, promotion marketing agencies, participating vendors, subsidiaries and advertising and promotion agencies, any contractors working directly on this Sweepstakes and the immediate family members or those living in the same household of each are not eligible to participate.

There are two ways to enter the Sweepstakes:

- Online Entry: To enter online, registered TCO Vikings Virtual 5K participants go to the site below and fill out the Registration Form: Vikings.com/5k
- Mail-in Entry: To enter by mail, send a 3" x 5" postcard with the following hand-written information – name (first and last), email address, and zip code – to Pat Thompson, 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.

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 are ten (10) prizes available in the Sweepstakes: Each Prize winner will receive one (1) Fifty Dollar (\$50) Vikings Locker Room Store Gift Card.

The odds of winning depend on the number of eligible 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 will not be required to make any payments to Vikings.

Winner Selection and Notification: A random drawing among all eligible entries received will be conducted the week of September 14, 2020, by a Vikings representative, whose decisions are final on all matters relating to the Sweepstakes. Winners will be notified by e-mail 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, the winner will forfeit the prize. A forfeited prize may be awarded to an alternate winner in a random drawing from all remaining eligible entries received for the Sweepstakes. Prize is 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. Winner will not be required to make any payments to Vikings.

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. 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 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.

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 <u>https://www.vikings.com/footer/privacy-policy</u>. 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 (i) award the prize by random drawing among all eligible claimants who submitted legitimately, or (ii) terminate the Sweepstakes 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 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.