## **2019 KWIK TRIP TRIVIA SWEEPSTAKES**

### **Official Rules**

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

The 2019 Kwik Trip Trivia Sweepstakes (the "Sweepstakes") is sponsored by Minnesota Vikings Football, LLC, 2600 Vikings Circle, Eagan, MN 55121 ("Vikings") and Kwik Trip, Inc. ("Kwik Trip") (together referred to as the "Sponsors").

**Entry Period**: The Sweepstakes entry period shall begin at 12:01am CST and shall end at 11:59pm CST on the day of each Vikings home game during the 2019 football season (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 all states except Minnesota, 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:**

Entrants may enter the promotion by answering the Kwik Trip Trivia question made available under the "Games" tab in the Vikings mobile application. Entrants are limited to one (1) entry per person per Vikings 2019 home football game. Entrants must provide any information required in the entry. Any attempt of circumvention of Sweepstakes rules will result in immediate disqualification from the Sweepstakes.

Entrants must accurately complete all requirements or the entry will be characterized as incomplete and will not qualify.

Participation in the Sweepstakes constitutes a 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: Each Entrant who incorrectly answers the trivia question shall receive a mobile coupon for one (1) buy one (1) get one (1) free twenty (20) ounce Pepsi product (limit to one (1) per person, APV \$1.99). Each Entrant who correctly answers the trivia question shall receive a mobile coupon for one (1) free Kitchen Cravings Cheeseburger (limit to one (1) per person) (APV \$1.99). Both prizes are only redeemable at participating Minnesota Kwik Trip locations. Both prizes are only valid for forty eight (48) hours following the conclusion of each respective game, and all mobile prize coupons shall become void once such forty eight (48) hour time period has expired.

**Winner Selection and Notification:** Entrants will be notified of whether their answer is correct or incorrect immediately upon answering the trivia question within the Vikings mobile application. Entrants will receive a mobile coupon that must be presented at participating Minnesota Kwik Trip locations to claim their prize.

#### **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., Kwik Trip 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; (q) 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 Entrant 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 Entrant be permitted to obtain attorneys' fees or other legal costs; and (iii) under no circumstances will Entrant be permitted to obtain

awards for, and the Entrant 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 Entrant 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 <a href="https://www.vikings.com/footer/privacy-policy">https://www.vikings.com/footer/privacy-policy</a>. 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.