# 2019 Vikings Pass or Play Challenge

#### **Official Rules**

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

The 2019 Vikings Pass or Play Challenge is a challenge in which participants create a seven-slot lineup ("Lineup") of National Football League ("NFL") players (the "Player Pool") by selecting random cards presented to participants (the "Challenge"). The Challenge is sponsored by Minnesota Vikings Football, LLC, with an address of 2600 Vikings Circle, Eagan, MN 55121 ("Vikings"). THE CHALLENGE IS NOT A GAMBLING PROMOTION and is intended solely for entertainment purposes.

There will be seven (7) weekly rounds of the Challenge (each round a "Weekly Round") corresponding with the remaining weeks of NFL regular season (each known as that week's "slate"). Each Weekly Round will begin on Tuesday and conclude on the following Monday after Monday Night Football (with the exception of the final Weekly Round). The final Weekly Round will relate to the 17th game week of the NFL season, with the early games of that slate currently scheduled to commence on December 29th at 12:00 p.m. CST. The final Weekly Round, and the whole Challenge, will conclude at the end of the final game of Week 17. The Player Pool will consist of NFL players expected to be on the active roster of an NFL team.

**Eligibility**: To participate in the Challenge, you must be at least eighteen (18) years of age on the date of entry AND a United States resident. VOID in Alaska, Florida, New York, Rhode Island, outside the U.S., and where prohibited. Employees of Vikings or their affiliates, parent companies, marketing agencies, vendors, subsidiaries and advertising and promotion agencies, any contractors working directly on the Challenge and the immediate family members or those living in the same household of each are not eligible to participate.

Participation in the Challenge constitutes a participant'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 Challenge.

**How to Registration**: To participate in the Challenge, participants must download the Minnesota Vikings mobile application, click on the menu option in the top left-hand corner of the screen and then click on Pass or Play. After arriving to the Challenge screen in the application, participants must sign up for and/or sign into their Vikings Rewards account.

**How to Select Picks and Selection Period**: Each Tuesday, prior to the start of that week's slate, participants will be presented with one randomly generated player (the "First Presented Player") and two face down cards for each of the following positions: quarterback (1), running back (1), receiver (2), tight end (1), defense/special teams (1), and one (1) Minnesota Vikings offensive player.

Participants have the option of selecting or rejecting the First Presented Player for each position. If a participant accepts the First Presented Player, such player will appear on the participant's Lineup and that position will be locked for the Weekly Round. If a participant rejects the First Presented Player, the participant will be presented with a second randomly generated player (the "Second Presented Player"). If a participant accepts the Second Presented Player, such player will appear on the participant's Lineup and that position will be locked for the Weekly Round. If a participant rejects the Second Presented Player, the participant will be presented with a third randomly generated player (the "Third Presented Player"). If a participant accepts the Third

Presented Player, such player will appear on the participant's Lineup and that position will be locked for the Weekly Round.

If a participant rejects the Third Presented Player, the participant must wait until 12:01am of the next day before the participant is presented with a single option for the select position (the "Next Day Protocol"). If a participant rejects such single option, the Next Day Protocol will repeat until the participant either accepts a player or until Sunday at 12:00pm of that week's slate, at which time all Lineups will lock, whether or not a participant has filled his or her Lineup.

Participants select and set a different Lineup each Weekly Round, and Lineups will not carry over after the Weekly Round is complete. For clarity, once a randomly generated player is rejected, participants will not have the option to select that player for that position for the rest of that Weekly Round, but such player will be included in the Player Pool for future rounds.

**Scoring**: Once a participant selects a player(s) for his or her Lineup, the participant will earn points based on the performance of such player(s) in the game for that week's slate. Scoring is calculated as follows:

#### Passing Points:

Passing yards: 0.04 points per yard

Passing touchdown: 4 points

Interceptions thrown: -2 points

2pt passing conversion: 2 points

# **Rushing Points:**

Rushing yards: 0.1 points per yard

Rushing touchdown: 6 points

2pt rushing conversion: 2 points

# **Receiving Points:**

• Receiving yards: 0.1 points per yard

• Receiving touchdown: 6 points

• 2pt receiving conversion: 2 points

## Defense / Special Teams (if necessary):

Kickoff Return touchdown: 6 points

Punt Return touchdown: 6 points

Interception Return touchdown: 6 points

• Fumble Return touchdown: 6 points

Blocked Kick Return touchdown: 6 points

2pt Conversion Return touchdown: 2 points

Safety: 2 points

Sack: 1 point

Blocked Kick (Punt, Extra Point, Field

Goal): 2 points

• 0 points allowed: 10 points

1-6 points allowed: 7 points

7-13 points allowed: 5 points

• 14-17 points allowed: 2 points

18-27 points allowed: 0 points

28-34 points allowed: -2 points

■ 35+ points allowed: -5 points

<u>Miscellaneous</u> (for any individual player who records one of these stats):

• Kickoff Return touchdown: 6 points

Punt Return touchdown: 6 points

Fumble Recovered for touchdown: 6 points

Lost Fumble: -2 points

Blocked Kick Return touchdown: 6 points

2pt Conversion Return touchdown: 2 points

Vikings Player Scoring Bonus: Any Vikings player will receive 1.5x points for all selected positions

**Prizes:** There are three (3) prizes each Weekly Round, and one (1) grand prize at the conclusion of the Challenge. Each week, descriptions for the prizes available for that Weekly Round can be found by clicking the Weekly Prizes link on the Pass or Play lineup page following the "How to Play" description in the Minnesota Vikings mobile application.

Prizes for each Weekly Round will be awarded to the three participants who have accumulated the most points during that Weekly Round, with the First Place prize being awarded to the participant who accumulates the most points in the Challenge for that Weekly Round; the Second Place prize being awarded to the participant who accumulates the second most points in the Challenge for

that Weekly Round; and the Third Place prize being awarded to the participant who accumulates the third most points in the Challenge for that Weekly Round.

A grand prize will be awarded to the one (1) participant who accumulates the most total points throughout the Challenge, starting in Week 11 of the NFL Season. For clarity, prize winners of the Weekly Rounds are eligible to receive the grand prize.

Taxes on any prize, including any federal, state, local, sales and income taxes (if applicable), are solely the responsibility of the winners.

Odds of winning depend on the number of participants. All ties will be broken by random drawing by an authorized Vikings' representative.

**Winner Notification:** Winners will be notified by email 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 the participant with the next highest point total at the end of the Weekly Round or Challenge (or tie-breaker, if applicable).

Vikings may require, as determined in its sole discretion, winners of the prize to complete and return to Vikings an Affidavit of Eligibility, a Release of Liability and Publicity Release (the "Affidavit") including, but not limited to, providing proof of identity, which must be executed and returned to Vikings within five (5) days of the date specified on the notification. If the Affidavit is returned as undeliverable or not returned to Vikings within five (5) days of the date specified on the notification, the prize will be forfeited and may be awarded to the participant with the next highest point total in the Challenge.

## **General Conditions:**

By participating in the Challenge, each participant 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 marketing 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 Challenge; (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 Challenge, including, but not limited to, any related activity or element thereof, and the participant's participation or inability to participate in the Challenge; (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 participant.

By participating in the Challenge, participants 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 Challenge; (vii) any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Challenge 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 CHALLENGE, 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. THIS CHALLENGE IS NOT A GAMBLING PROMOTION, MAY NOT BE USED BY A PARTICIPANT IN CONNECTION WITH ANY FORM OF GAMBLING AND IS STRICTLY INTENDED FOR ENTERTAINMENT PURPOSES.

DISPUTES: THE CHALLENGE 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. PARTICIPANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY PARTICIPANT 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 <a href="https://www.vikings.com/footer/privacy-policy">https://www.vikings.com/footer/privacy-policy</a>. By participating in the Challenge, participants 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 Challenge 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 Challenge 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 Challenge 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 Challenge. 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 Challenge or to be entering the Challenge 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 CHALLENGE 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 participant 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 Challenge details contained in these Official Rules and Challenge 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 Challenge as set forth in these Official Rules shall prevail.