## 2023 Fan Capture Kiosk Sweepstakes

## **Official Rules**

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

The 2023 Fan Capture Kiosk Sweepstakes (the "Sweepstakes") is sponsored by Minnesota Vikings Football, LLC, 2600 Vikings Circle, Eagan, MN 55121 ("Vikings").

**Entry Period**: The Sweepstakes begins May 1, 2023, at 10:00am CST, and ends March 31, 2024, at 6:00pm CST (the "Entry Period"). 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 physically located within the United States. VOID in Alaska, Florida, New York, Rhode Island, outside the U.S., and where prohibited. Employees of Vikings or its 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:** There are four (4) ways to enter the Sweepstakes:

- 1. **Mall of America Fan Capture Kiosk Entry**: To enter at Mall of America, you must visit the Vikings Locker Room Store during the Entry Period and interact with the Fan Capture Kiosk as follows: (a) take a photo or video using the activation kiosk and (b) fill out requested information, sending a copy of such photo or video to your valid email address.
- 2. Vikings Museum Fan Capture Kiosk Entry: To enter at Vikings Museum, you must visit Vikings Museum during the Entry Period and interact with the Fan Capture Kiosk as follows: (a) take a photo or video using the AR Mirror activation and (b) fill out requested information, sending a copy of such photo or video to your valid email address.
- 3. **U.S. Bank Stadium Fan Capture Kiosk Entry**: To enter at U.S. Bank Stadium, you must visit the Vikings Locker Room Store during the Entry Period and interact with the Fan Capture Kiosk as follows: (a) take a photo or video using the activation kiosk and (b) fill out requested information, sending a copy of such photo or video to your valid email address.
- 4. **Mail-in Entry**: To enter by mail, send a 3" x 5" postcard with the following hand-written information name (first and last), phone number, email address, and zip code to Minnesota Vikings, 2600 Vikings Circle, Eagan, MN 55121, Attention: 2023 Fan Capture Kiosk Sweepstakes Merchandise and Retail. Mailin 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.

Participants must accurately complete all requirements to enter the Sweepstakes or the entry will be characterized as incomplete. Incomplete entries or entries that do not comply with these Official Rules will be disqualified. All entries must be received during the Entry Period, regardless of the method of entry. 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 regardless of the method of entry used.

**Prize: There are eleven (11) prizes in the Sweepstakes** – Each prize consists of one (1) Vikings Locker Room gift card. Approximate value of each prize: Fifty Dollars (\$50).

The odds of winning depend on the number of eligible entries received. Taxes on the prize, including any federal, state, local, sales and income taxes (if applicable), are solely the responsibility of the winner, and the winner agrees to provide a W-9 Tax form. Winners will not be required to make any payments to Vikings. Each winner acknowledges that he or 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**: There will be eleven (11) winners, selected according to the schedule below by a Vikings representative, whose decisions are final on all matters relating to the Sweepstakes.

Selection Period	Submission Cutoff Date (each at 11:59 PM CST)	Winner Selection Date (on or about)	Number of winners
1	05/31/2023	06/12/2023	1 winner
2	06/30/2023	07/10/2023	1 winner
3	07/31/2023	08/10/2023	1 winner
4	08/31/2023	09/11/2023	1 winner
5	09/30/2023	10/10/2023	1 winner
6	10/31/2023	11/10/2023	1 winner
7	11/30/2023	12/11/2023	1 winner
8	12/31/2023	01/10/2024	1 winner
9	01/31/2024	02/12/2024	1 winner
10	02/29/2024	03/11/2024	1 winner
11	03/31/2024	04/10/2024	1 winner

For clarity, to be eligible to win a prize for the particular selection period, entries must be received no later than the corresponding submission cutoff date for that selection period identified above. For example, to be eligible to win the prize for the first selection period, entries must be received by May 31, 2023 at 11:59pm CST. Non-winning entries will carry forward to the next selection period.

A random drawing for the winner, among all eligible entries received, will be conducted on or about the winner selection dates identified above, by a Vikings representative, whose decisions are final on all matters relating to the Sweepstakes. The potential 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 that corresponding Entry Period. No substitutions are permitted except if the prize is unavailable, in which case the prize of equal or greater value may be awarded. Prize is 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. 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 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); 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 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 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. THE SWEEPSTAKES 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 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.