

VISA SUPER BOWL LI SWEEPSTAKES OFFICIAL RULES

1. NO PURCHASE OR OBLIGATION NECESSARY TO ENTER OR WIN. NON-PURCHASE ENTRIES AND PURCHASE ENTRIES HAVE AN EQUAL CHANCE OF WINNING.

2. ELIGIBILITY: The *Visa Super Bowl LI Sweepstakes* ("Sweepstakes") is open only to legal residents of the fifty (50) United States and District of Columbia who are 18 years of age or older as of 9/1/16. Commercial card eligibility is subject to employer policies regarding sweepstakes participation. Void in Puerto Rico and where prohibited. Employees of the National Football League ("NFL"), its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC, NFL Productions LLC, NFL International LLC and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives, and employees (collectively, "NFL Entities"), Visa U.S.A. Inc. ("Sponsor"), Visa Inc., Visa International Service Association, and their respective parents, successors, affiliates, subsidiaries, trustees, and client financial institutions, prize suppliers, and advertising and promotion agencies, Tenthwave Digital, LLC, and each of their respective agents, representatives, officers, directors, shareholders, and employees (collectively, "Releasees"), and each of their immediate family members (spouse, parents, children, siblings, and their respective spouses, regardless of where they live) and individuals living in the same households of each of these individuals, whether related or not, of the above are not eligible to enter or win. Sweepstakes is subject to all applicable federal, state, and local laws. U.S. law governs this Sweepstakes.

3. SWEEPSTAKES TIMING: Begins at 12:00:00 AM Pacific Time ("PT") on 9/1/16, and ends at 11:59:59 PM PT on 11/30/16 ("Promotional Period").

4. TO ENTER: There are two (2) ways to enter: 1) **Automatic Entry:** An eligible Visa cardholder will automatically receive one (1) Sweepstakes entry for each eligible Visa purchase made during the Promotional Period at a participating merchant location in the U.S. Only eligible Visa purchases, or payments made with a Visa card that is not in default under the customer agreement for that account and issued by a participating financial institution in the U.S., processed through Visa U.S.A. Inc.'s transaction-processing system during the Promotional Period are eligible for automatic entry. In the event of a dispute as to who submitted a particular cardholder entry, such entry will be deemed to be submitted by the primary person in whose name the card used to enter the Sweepstakes was issued. Account adjustment transactions/returns, cash advances, balance transfers, non-U.S.-dollar purchases, Interlink®-processed transactions, purchases authorized by entering a PIN (personal identification number), payment of late fees or over-limit fees, and Visa health and benefit cards are excluded from automatic entry. Other restrictions and exclusions may apply. Visa cards or card numbers that are stolen, fraudulent, tampered with, or otherwise altered are not eligible for automatic entry. Automatic entries must be made by 11:59:59 PM PT on 11/30/16, in order to be eligible. 2) **To enter without purchase or obligation by U.S. Mail:** Hand-print your name, address, city, state, ZIP code, and daytime and evening telephone numbers (including area code) on a 3.5" x 5" card, and mail, in a #10 envelope with postage affixed, to: Visa Super Bowl LI Sweepstakes, P.O. Box 706, Plainview, NY 11803-0706. Mail-in entries must be postmarked by 11/30/16, and received by 12/07/16 in order to be eligible. Enter as often as you wish; however, each mail-in entry will count as one (1) entry into the drawing and must be mailed in a separate postmarked and stamped envelope. Entries that are mechanically reproduced, copied, illegible, incomplete, or inaccurate and entries by any means which subvert the entry process are void. Entries become the property of the Sponsor and will not be acknowledged or returned. Incomplete entries or entries not complying with these Official Rules are subject to disqualification, at the Sponsor's sole discretion. Proof of mailing does not constitute proof of delivery.

5. DETERMINATION OF WINNER: Potential Grand Prize winner will be selected in a random drawing on or about 12/15/16 from among all eligible automatic and mail-in entries received and combined. The random drawing will be conducted by Tenthwave Digital, LLC ("Judge"), an independent judging organization. Judges' and Sponsor's decisions are final and binding on matters relating to this Sweepstakes. The potential Grand Prize winner will be notified by overnight or U.S. Mail and/or telephone/email on or about 12/19/16 and will be required to sign an affidavit of eligibility/liability release, a publicity release where legal, and federal and state tax releases, and return these documents, properly executed, via fax, within 48 hours of notification and via U.S. Mail within 5 days of date of issuance of notification. Non-compliance within this time frame and/or with these Official Rules; Sponsor's inability to contact potential winner within a reasonable time period; or prize or prize notification returned as undeliverable will result in such potential winner's disqualification and, at Sponsor's discretion, the prize may be awarded to a potential alternate winner.

6. ODDS: Estimated odds of winning the Grand Prize are 1:13,054,889,980; however, the actual odds of winning the Grand Prize depend upon the total number of eligible entries received.

7. PRIZE: One (1) Grand Prize: A 4-day/3-night trip for two (2) people, (winner and 1 guest) to see Super Bowl LI in Houston, TX scheduled to take place from 2/3/17 –2/6/17. Prize includes two (2) tickets to Super Bowl LI, round-trip coach air transportation for two (2) people from a major U.S. gateway airport nearest the winner's home, transportation to/from airport and hotel and all scheduled activities, hotel accommodations (one (1) room, double occupancy), two (2) tickets to NFL Experience, Visa Super Bowl-themed merchandise (for winner only) and a \$250 Visa Gift Card (for winner only). Grand Prize will also include \$5,600 cash (awarded in the form of a check to winner) that can be used toward the payment of taxes associated with the prize. **Total Approximate Retail Value ("ARV") of Grand Prize: \$18,000.** No substitutions, cash equivalents, or transfer of prize permitted except at the sole discretion of the Sponsor, who reserves the right to substitute the prize (or portion thereof) with one of equal or greater value, except as otherwise provided herein. Any and all other costs and expenses associated with prize acceptance and use not specifically stated within these Official Rules as being provided, are the sole responsibility of the winner, including, without limitation, all federal, state, and local taxes, additional transportation and meals, luggage fees, gratuities, and souvenirs. If Grand Prize winner is at least 18 but still considered a minor in his/her state or place of residence, prize may be awarded in the name of his/her parent or legal guardian, who will be responsible for fulfilling all requirements imposed on winner as set forth herein. Such parent or legal guardian may also be required to accompany minor winner on trip. All terms & conditions apply to Visa Gift Cards. Prize details are at Sponsor's sole discretion. A background check of winner and/or guest may be required for admission to certain scheduled activities. Any and all guarantees and warranties on merchandise prizes are subject to the manufacturers' terms and conditions, and winners agree to look solely to such manufacturers for any such warranty or guarantee claim.

Grand Prize Travel Restrictions

Actual value of trip depends upon the city of departure, time of travel, any airfare fluctuations and or current market conditions at time of prize fulfillment, and any difference between the stated ARV and the actual value if any, will not be awarded. Winner and guest must be able to travel on dates specified by Sponsor or such portion of trip prize will be forfeited. Sponsor reserves the right to change dates for trip. Guest of winner must be of legal age of majority in his/her jurisdiction of residence (and at least 18) unless a child or legal ward of winner; then winner will be required to execute and return such documents on behalf of such child or legal ward. Trip is subject to air/hotel availability and other conditions and restrictions. If the winner lives within 100 miles of Houston, TX, the air transportation portion of trip will not be awarded and ground transportation will be substituted and no additional compensation or substitution will be provided. Airline/flight times to be selected by Sponsor at its sole discretion; one or more stopovers may be required. Once trip has been booked, no change, extension or substitution of trip dates is permitted except by Sponsor, in its sole discretion. **Sponsor will not replace any lost or stolen tickets, travel vouchers or similar items once they are in winner's possession or in the possession of a guest.** Releasees shall not be responsible for any cancellations, delays, diversions, substitutions, or any acts or omissions whatsoever by the air carriers, hotels, or other transportation companies or any other persons providing any of these services and accommodations to passengers, including any results thereof, such as changes in services or accommodations necessitated by same. Prize conditions may be added or modified by companies providing those portions of the prize. The prize restrictions/conditions stated herein are not all-inclusive and may be subject to additional restrictions/conditions, which may be stated in the affidavit and release and/or prize travel documents. Winner and guest are responsible for obtaining travel documents as well as travel insurance (and all other forms of insurance), that they may wish to obtain for the trip (at their own expense) and hereby acknowledge that the Releasees have not and will not obtain or provide travel insurance or any other form of insurance for the trip. Winner and his/her guest must arrive at the designated U.S. gateway airport in time for the flight. Tickets are subject to certain terms and conditions as specified by the NFL and issue thereon. Winner and guest must comply with all venue, stadium, and event rules and regulations. Failure to do so may result in forfeiture of such portion(s) of prize. Sponsor reserves the right to remove or deny entry to winner and any guest who engage in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person at the game. If any portion of prize or any other event or activity is unable to take place as planned for any reason, including but not limited to, cancellation, scheduling conflicts, lockout, labor dispute, strike, inclement weather, or an event of force majeure, the remaining components of the prize will be awarded and Sponsor's obligation to the winner will be fulfilled, and no other additional compensation or substitution will be provided.

8. CONDITIONS OF PARTICIPATION: By entering, entrants agree to be bound by these Official Rules, including all eligibility requirements and the decisions of the Sponsor and judges, which are final and binding. By accepting the prize, winners consent to the use of his/her name, image, likeness, photograph, voice, and biographical material for advertising, publicity, and promotional purposes by Sponsor, in any and all media now or hereafter devised, including but not limited to, any online announcements, worldwide in perpetuity, without additional compensation, notification, or permission, except where prohibited by law. Entrants release and hold harmless Releasees from any claims, actions, injury, loss, or damage of any kind, including but not limited to, personal injury or death, resulting, directly or indirectly, in whole or in part, from participating in this Sweepstakes or from the acceptance, possession, or use or misuse of the prize (including any travel/activity related thereto). This limitation of liability is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect, or consequential damages; loss of data, income or profit; loss of damage to property; and claims of third parties. Entrants agree that Releasees have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, statutory, express or implied (including but not limited to, the implied warranties of merchantability, title, and fitness for a particular purpose), in fact or in law, relative to the Sweepstakes.

9. GENERAL: Sponsor will collect information from the entrants solely for the purpose of the prize drawing and to notify the winner. Sponsor will not share this information with any third party, except as necessary for the administration of the Sweepstakes, nor attempt to contact entrant, unless entrant has agreed to receive further information on Sponsor's products and promotions. Releasees are not responsible for lost, late, illegible, misdirected, inaccurate, incomplete, undelivered, damaged, delayed, garbled, postage-due, or stolen mail, entries, and transactions; for transactions that are lost, misdirected, or fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly; or for any other errors or problems of any kind, whether typographical, printing, mechanical, human, electronic, or otherwise, relating to or in connection with the Sweepstakes, including, without limitation, any error or problem that may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prize, the cancellation or postponement of the game, the trip, or any trip related event, winner's inability to participate in the trip, or in any Sweepstakes-related materials. Sponsor reserves the right to conduct a background check of any and all records of potential winner, including, without limitation, civil and criminal court records and police reports, and entry in the Sweepstakes constitutes entrant's permission for Sponsor to conduct such background check, provided that, to the extent additional authorization is necessary under law, potential winner shall authorize such check. Sponsor reserves the right (at its sole discretion) to disqualify potential winner based on the results of the background check or failure to properly authorize such check. Entry materials that have been tampered with or altered are void. Sponsor reserves the right, in its sole discretion, to cancel or suspend part or all of this Sweepstakes at any time without notice and for any reason including, if in the judges' opinion there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness, or integrity and proper play of the Sweepstakes. In the event of cancellation, Sponsor may void any entries it suspects are at issue and, at its discretion, if terminated, award prize in a random drawing from among all non-suspect, eligible entries received up to the date of cancellation.

Caution: Any attempt by an entrant or any other individual to damage or undermine the legitimate operation of the Sweepstakes may be in violation of criminal and civil laws and, should such an attempt be made, the Sponsor reserves the right to seek any and all remedies available from any such person to the fullest extent permitted by law, including criminal prosecution. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. Sponsor reserves the right to disqualify entrants who violate these Official Rules or interfere with this Sweepstakes in any manner. If an entrant is disqualified, Sponsor reserves the right to terminate that entrant's eligibility to participate in the Sweepstakes.

10. DISPUTES: Except where prohibited, all issues/questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California. Jurisdiction and venue shall be solely within the State of California.

11. ARBITRATION: Except where prohibited by law, as a condition of participating in this Sweepstakes, participant agrees that (1) any and all disputes and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the participant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, or any other participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

12. WINNER'S NAME: For the name of the winner, available after 1/15/17, mail a self-addressed stamped envelope by 1/15/17, to: Visa Super Bowl LI Sweepstakes Winner, P.O. Box 997, Plainview, NY 11803-0997.

13. SPONSOR & ADMINISTRATOR: Sponsor: Visa USA Inc., P.O. Box 8999, San Francisco, CA 94128-8999. Administrator: Tenthwave Digital, LLC, 35 Pinalawn Road, Suite 108W, Melville, NY 11747.

The NFL Entities (as defined in the Official Rules) will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes or any prize awarded. The NFL Entities have not offered or sponsored this Sweepstakes in any way.

CONSUMER DISCLOSURE: NO PURCHASE OR OBLIGATION NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. No entrant has yet won. **One (1) Grand Prize:** a 4-day/3-night trip for two (2) people, (winner and 1 guest) to see Super Bowl LI in Houston, TX from 2/3/17 –2/6/17. Prize includes two (2) tickets to Super Bowl LI, round-trip coach air transportation for two (2) people from a major U.S. gateway airport nearest the winner's home, transportation to/from airport and hotel and all scheduled activities, hotel accommodations (one (1) room, double occupancy), two (2) tickets to the NFL Experience, Visa Super Bowl-themed merchandise (for winner only) and a \$250 Visa Gift Card (for winner only). Grand Prize will also include \$5,600 cash (awarded in the form of a check to winner) that can be used toward the payment of taxes associated with the prize. **Total Approximate Retail Value ("ARV") of Grand Prize: \$18,000.** Estimated odds of winning the Grand Prize are 1: 13,054,889,980; however, the actual odds of winning the Grand Prize depend upon the total number of eligible entries received. Automatic entries must be received by 11:59:59 PM PT 11/30/16. Mail-in entries must be postmarked by 11/30/16 and received by 12/7/16. Sweepstakes ends 11:59:59 p.m. PT 11/30/16. See Official Rules above for complete details, including prize restrictions. Sponsored solely by Visa Inc., P.O. Box 8999, San Francisco, CA 94128-8999.

