

**2009 VISA MEGA FAN NFL 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 *2009 Visa Mega Fan NFL Sweepstakes* ("Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia, 18 years of age or older as of September 10, 2009. 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, and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives, and employees (collectively, "NFL Entities"), Visa Inc., Visa U.S.A. Inc. ("Sponsor"), Visa International Service Association, and their respective successors, affiliates, and client financial institutions, prize suppliers, and advertising and promotion agencies, Strobe Promotions, Inc. and each of their respective agents, representatives, officers, directors, shareholders, and employees (collectively, "Releasees"), and each of their immediate family members (spouse, and parents, children, and 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:** The Sweepstakes begins at 12:00:00 a.m. Pacific Time ("PT") on September 10, 2009, and ends at 11:59:59 p.m. PT on November 30, 2009 ("Promotional Period").

**4. TO ENTER:** There are two (2) ways to enter the Sweepstakes during the Promotional Period: 1) Automatic Entry; and 2) U.S. Mail. **1) Automatic Entry:** An eligible Visa cardholder will automatically receive one (1) Sweepstakes entry for each eligible Visa purchase made during the Promotional Period. Certain restrictions may apply. Purchases of goods and services must be at a participating merchant location in the United States. 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<sup>®</sup>-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. 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 p.m. PT on November 30, 2009, in order to be eligible. **2) To enter without purchase or obligation by U.S. Mail:** You may enter the Sweepstakes without purchase via U.S. Mail by hand-printing your name, address, city, state, ZIP code, and daytime and evening telephone numbers (including area code) on a 3" x 5" card, and mailing, in a #10 envelope with postage affixed, to: 2009 Visa Mega Fan NFL Sweepstakes, P.O. Box 641, Bethpage, NY 11714-0641. Each mail-in entry will count as one entry into the drawing. Mail-in entries must be postmarked by November 30, 2009, and received by December 7, 2009, in order to be eligible. Enter as often as you wish; however, each mail-in entry must be mailed in a separate postmarked-and-stamped envelope. Entries that are mechanically reproduced, copied, illegible, incomplete, or inaccurate are void. Entries become the property of the Sponsor and will not be acknowledged or returned.

**5. DETERMINATION OF WINNER:** Potential Grand Prize winner will be selected in a random drawing on or about December 15, 2009, from among all eligible automatic and mail-in entries received. The random drawing will be conducted by Strobe Promotions, Inc., an independent judging organization. Judges' and Sponsor's decisions are final and binding on matters relating to this Sweepstakes. Potential Grand Prize winner will be notified by overnight or U.S. Mail and/or telephone on or about December 18, 2009 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 overnight mail, within three (3) 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's or prize notification's return 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 1:6,404,388,328; however, the actual odds of winning the prize depend upon the total number of eligible entries received.

**7. PRIZE DESCRIPTION: One (1) Grand Prize:** One winner will be chosen to win the following entire Grand Prize package described herein: **(A)** A four (4) day/three (3) night trip for four (4) to see one 2009 Wild Card, Divisional Playoff, or Championship Playoff game (game will be chosen by Sponsor, in its sole discretion), a \$500 NFL-themed Visa Gift Card for winner only and **(B)** An eleven (11) day/ten (10) night (January 29 through February 8, 2010) trip for four (4) to Miami, FL to see the 2010 NFL Pro Bowl scheduled to take place on January 31, 2010 and the Super Bowl XLIV scheduled to take place on February 7, 2010 and a \$1,000 NFL-themed Visa Gift card for the winner only; Each trip package includes four (4) tickets to the applicable game, roundtrip air transportation (coach) for four (4) from the major U.S. gateway airport nearest winner's home to the major U.S. airport nearest the city of the game, hotel accommodations (two [2] standard rooms, double occupancy), and a meet-and-greet with a NFL Player at the Super Bowl XLIV and 2010 NFL Pro Bowl. Super Bowl XLIV and 2010 NFL Pro Bowl trips also include four (4) tickets to the official NFL Tailgate Party, pre-game field access at Super Bowl XLIV and ground transportation to/from airport, each game, Tailgate Party, meet-and-greet and hotel. Playoff game also includes four (4) day car rental, subject to the terms and conditions of the car rental company. Winner will also receive \$15,328 cash (awarded as a check)

that may be used toward the payment of taxes. **Total Approximate Retail Value (“ARV”) of the Grand Prize is \$49,858.** Actual retail value depends upon the winner’s point of departure, the venue of the applicable game(s) and existing rates at the time of travel, and any difference between the stated ARV and the actual value if any, will not be awarded. Winner and guests must be able to travel on dates specified by Sponsor or prize will be forfeited and an alternate winner selected at the discretion of the Sponsor. Guests must be of legal age of majority in his/her jurisdiction of residence (and at least 18) unless child or legal ward of winner, and will be required to execute and return a travel release prior to issuance of travel documents. If guest is child or legal ward of winner, winner will be required to execute and return such documents on behalf of such child or legal ward. Travel arrangements will be made through the travel coordinator and on carrier(s) designated by Sponsor. Trip is subject to air/hotel availability and other conditions and restrictions, if provided by prize coordinator/supplier. If the winner lives within 100 miles of any destination city, the air transportation portion of that trip will not be awarded and ground transportation will be substituted and no additional compensation or substitution will be provided. Airline and flight times to be selected by air supplier at its sole discretion. One or more stopovers may be required on air transportation. Winner and his/her guests must travel together at the same time on the same itinerary. Air transportation, if applicable, and hotel accommodations must be taken together and cannot be taken separately. Once trip dates have been booked, no change, extension or substitution of trip dates is permitted, except at Sponsor's sole discretion. **Grand Prize winner must confirm available travel dates and flight times selected by the Sponsor at least three (3) weeks prior to travel dates. No extension or change of trip dates permitted. Sponsor will not replace any lost or stolen tickets, travel vouchers, certificates, gift cards, or similar items once they are in winner’s possession or in the possession of any guest.** Sponsor 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 guests are responsible for obtaining travel documents, as well as travel insurance (and all other forms of insurance), that they may wish to obtain (at their own expense) and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. It is the responsibility of the winner and his/her guests to arrive at the designated U.S. gateway city in time for each flight. In the event that any of the games are cancelled or postponed for any reason whatsoever, the balance of the prize will be awarded in full satisfaction of prize award, and no compensation or substitution will be provided for the difference in prize value. Tickets and Visa Gift cards are subject to certain terms and conditions as specified by the NFL and issuer thereon. Winner and guests will be subject to a background check by the NFL in order to participate in the Super Bowl XLIV pre-game event. Winner and guests 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. The NFL Players for meet-and-greets and seat locations for all games will be determined by Sponsor and are subject to availability. Sponsor reserves the right to remove or deny entry to winner and/or his/her guests who engages in a non-sportsmanlike or disruptive manner, or

with intent to annoy, abuse, threaten, or harass any other person at any game. If any part of an event is unable to take place as planned or if Sponsor is unable to make NFL Players available for meet-and-greets for any reason, including but not limited to, cancellation, scheduling conflicts, 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. Tickets awarded as part of the prize are subject to the terms and conditions stated on such tickets. 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. All taxes, and any 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, meals, gratuities, and souvenirs. Prize may not be transferred or substituted except at the Sponsor's sole discretion. If winner is at least 18 years of age 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 set forth herein. Such parent or legal guardian may also be required to accompany minor winner on trips as his/her guests. All prize details are at Sponsor's sole discretion.

**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, winner consents to the use of his/her name, image, likeness, photograph, voice, and biographical material for advertising, publicity, and promotional purposes by Sponsor, or party designated by the 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 or any harm/injury resulting from the use of a vehicle). 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 winner. Sponsor will not share this information with any third party, except as necessary for the administration of the Sweepstakes or winner notification as applicable, nor attempt to contact entrant, unless entrant has agreed to receive further information on Sponsor's products and promotions or if winner notification (if applicable). Releasees are not responsible for lost, late, illegible, misdirected, inaccurate, incomplete, undelivered, damaged, delayed, garbled, postage-due, or stolen mail, entries or 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, or in any Sweepstakes-related materials. 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, 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 the web site 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 damages and other remedies (including attorneys' fees) 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 and 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. WINNER'S NAME:** To obtain the name of winner, available after January 30, 2010, mail a self-addressed stamped envelope by January 30, 2010, to: 2009 VISA MEGA FAN NFL Winner, P.O. Box 913, Bethpage, NY 11714-0913.

**12. SPONSOR & ADMINISTRATOR:** The Sponsor of this Sweepstakes is Visa U.S.A. Inc., P.O. Box 8999, San Francisco, CA 94128-8999. The administrator of this Sweepstakes is Strobe Promotions, Inc., 535 S. Broadway, Suite 203, Hicksville, NY 11801.

The NFL Entities will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes or the 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. (1) Grand Prize: A trip for four (4) to one 2009 Wild Card, Divisional Playoff or Championship Playoff Game, Super Bowl XLIV, and 2010 NFL Pro Bowl. (ARV: \$49,858). The estimated odds of winning the Grand Prize are 1:6,404,388,328; however, the actual odds of winning the prize will depend upon the total number of eligible entries received during the Promotional Period. Automatic entries must be received by 11:59:59 PM PT November 30, 2009. Mail-in entries must be postmarked by November 30, 2009 and received by December 7, 2009. Sweepstakes ends 11:59:59 p.m. PT November 30, 2009. See Official Rules above for complete details, including prize restrictions. Sponsored solely by Visa U.S.A. Inc., P.O. Box 8999, San Francisco, CA 94128-8999.