

ONLY ONE PASS CAN GET YOU INTO THE PLAYOFFS, SUPER BOWL & PRO BOWL.

Win 3 trips. Hang with 3 NFL superstars.

Plus, hundreds will win \$100 Visa® Gift cards.



Use your Visa card — your inside pass to the NFL.

Enter automatically this September 1-December 15.



NO PURCHASE OR OBLIGATION NECESSARY TO ENTER OR WIN THE VISA INSIDE PASS NFL SWEEPSTAKES. Non-Purchase Entries and Purchase Entries have an Equal Chance of Winning. See Official Rules on reverse, at this location, or at visa.com/NFL for details on non-purchase entries. Players shown may not be those in actual prize fulfillment. PIN-based and ATM transactions are not eligible. Void where prohibited. Sweepstakes ends 12/15/07. Sponsored solely by Visa U.S.A. Inc.
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Visa Inside Pass NFL Sweepstakes Official Rules

NO PURCHASE OR OBLIGATION NECESSARY TO ENTER OR CLAIM A PRIZE.

Non-Purchase Entries and Purchase Entries have an Equal Chance of Winning.

1. Eligibility: The Visa Inside Pass NFL Sweepstakes (“Sweepstakes”) is open to all legal residents of the fifty (50) United States and the District of Columbia, eighteen (18) years or older as of 9/1/07. Commercial card eligibility is subject to employer policies regarding sweepstakes participation. Employees of the National Football League (the “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, the “NFL Entities”), Visa U.S.A. Inc., Visa International Service Association, their respective member financial institutions, and their respective parent companies, subsidiaries, affiliates, prize suppliers, and advertising and promotion agencies of Visa U.S.A. 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. Void where prohibited or restricted by law. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

2. To Enter: The Sweepstakes begins at 12:00:01 a.m. Pacific Time (“PT”) on 9/1/07 and ends at 11:59:59 p.m. PT on 12/15/07 (“Promotional Period”). There are three [3] ways to enter during the Promotional Period. **(1) Automatic Entry:** An eligible Visa® card-holder will automatically receive one (1) Sweepstakes entry for each eligible Visa purchase and one (1) bonus Sweepstakes entry for each payment he/she makes of a regular or ongoing bill with his/her Visa card by its required due date during the Promotional Period. Eligible regular and ongoing bill payments are one-time and recurring payments that occur and are paid at least monthly. Such payments may be made online, via U.S. mail, by telephone, or in person. Certain restrictions may apply. Purchases of goods 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., and 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. Visa cards or card numbers that are stolen, fraudulent, tampered with, or otherwise altered are not eligible for automatic entry. **(2) By Online Entry:** Log on to visa.com/NFL and follow the on-screen entry instructions to be entered. Only one [1] entry per person/email address/phone number per day for the entire Promotional Period. All entries must

be received no later than 11:59:59 p.m. PT of each day; **(3) By Mail: To enter without purchase or obligation:** hand-print your name, address, city, state, zip, day and evening phone numbers (including area code), and the words "Visa Inside Pass NFL Sweepstakes" on a 3" x 5" card, and mail in a stamped #10 envelope, hand-printed, to: "Visa Inside Pass NFL Sweepstakes," P.O. Box 4066, Grand Rapids, MN 55730-4066. Mail-in entries must be postmarked by December 15, 2007, and received by December 26, 2007, to be eligible. Enter as often as you wish; however, only one entry per stamped envelope will be accepted. Each 3" x 5" card will count as two (2) entries. No mechanical reproductions permitted. All entries become the property of Visa U.S.A. Inc. (the "Sponsor") and will not be returned.

3. Drawing: On or about January 3, 2008, a random drawing from among all eligible entries received (transactions and mail-ins) will be conducted under the direction of Marden-Kane, Inc., an independent judging organization whose decisions are final and binding in all matters relating to the Visa Inside Pass NFL Sweepstakes. Only one prize per person or household.

4. Estimated Odds: The estimated odds of winning the Grand Prize are: 1:7,263,426,995; a First Prize: 1:29,053,708; however, actual odds of winning any prize depends upon the total number of eligible entries received for the entire Promotional Period.

5. Prizes: 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 two (2) to see one 2007–2008 or 2008–2009 Wild Card, Divisional Playoff, or Championship Playoff game (game choice at sponsor's sole discretion); **(B)** A five (5) day/four (4) night (January 31 through February 4, 2008) trip for two (2) to Super Bowl XLII in Arizona (Glendale, AZ) on February 3, 2008; and **(C)** A five (5) day/four (4) night (February 7 to February 11, 2008) trip for two (2) to the 2008 NFL Pro Bowl in Honolulu, HI, on February 9, 2008. Each trip package includes two (2) tickets to the game, roundtrip airfare (coach) for two (2) from the major airport nearest winner's home to the major airport nearest the city of the game, hotel accommodations (one standard double room occupancy), \$500 NFL-themed Visa Gift card for the winner, and a meet and greet with a NFL player. Super Bowl XLII and 2008 NFL Pro Bowl trips also include two (2) tickets to the official NFL Tailgate Party and ground transportation; Super Bowl XLII trip also includes two (2) tickets to the NFL Experience. Playoff game also includes 4-day car rental, subject to the terms and conditions of the car rental company. Winner will receive \$9,447 cash that may be used toward the payment of taxes. Total ARV of all three trips is \$30,727. However, the actual retail value of each of the trips depends upon the residence of winner and the venue of the bowl games and playoff games. If a prize winner lives within a 100-mile radius of any of the game cities, ground transportation may be provided in lieu of air transportation and no compensation or substitution will be provided for any difference in prize value. Certain travel restrictions may apply. The winners and their guests must travel together to all the games on the dates noted above and on the same itinerary, or prize will be forfeited and, at Sponsor's discretion, awarded to an alternate winner. Travel arrangements must be made through Sponsor's agent, on a carrier of Sponsor's choice. In addition, the winner and his/her travel companion 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 acknowledges 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 travel companion to arrive at the designated U.S. gateway city in time for their flights. 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. Tickets and Visa Gift cards are subject to certain terms and conditions as specified by the NFL and issuer thereon. The NFL players for meet and greets and seat locations for all games will be determined by Sponsor who also reserves the right to remove or to deny entry to any winner and/or his/her guest who engages in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person at the game. **Two-hundred fifty (250) First Prizes:** \$100 NFL-themed Visa Gift card. Total ARV of all prizes: \$55,727. No substitutions, cash equivalents, or transfer of prizes permitted except at the sole discretion of the Sponsor, who reserves the right to substitute a prize (or portion thereof) with one of comparable or greater value. Winner is responsible for the payment of taxes on the prize and for any other expenses not specified.

6. Notification: The potential grand prize winner will be called on the telephone by Marden-Kane Inc. on or about January 4, 2008. If the potential winner is not at home when he/she is called, Marden-Kane will endeavor to leave a message for the potential winner to call back to either accept or decline the prize. If Marden-Kane does not receive a return call within 24 hrs from the time the call is placed to the potential winner, the prize will be forfeited and, at Sponsor's discretion, awarded to an alternate potential winner. When a potential winner accepts the prize, he/she will receive written confirmation via FedEx, Standard Overnight delivery, and will be required to complete and sign an Affidavit of Eligibility and Liability Release; where legal, a Publicity Release; and IRS Form W-9, all of which must be returned within 5 days from prize notification date or the prize will be forfeited and awarded to an alternate potential winner. In the event of non-compliance with these rules, or if the prize or prize notification is unclaimed or returned as undeliverable, the prize will be forfeited and, at Sponsor's discretion, awarded to an alternate potential winner. If the prize is won by an eligible individual who is not of the legal age of majority in the state of residence ("minor"), the required documents must be confirmed and signed by winner's parent or legal guardian, and the prize will be awarded in the name of his/her parent or legal guardian, who will be required to fulfill all requirements imposed on winners set forth herein. By entering the Sweepstakes, entrants, or, if minors, their parents or legal guardians, agree to the use by Sponsor and its designees of their names, cities and states of residence and photographs/likenesses for advertising and promotional purposes for this and similar promotions, worldwide, and in perpetuity, in any and all forms of media, now known or hereafter devised (including and without limitation, the Internet) without additional compensation, notification, or permission, except where prohibited by law. Upon request, winners must consent to such in writing. Winners' travel companion must be of legal age of majority in their states of residence (and at least 18 years or older), unless they are an immediate family member, and each will be required to sign a Liability Release/Publicity Release (where permitted by law) prior to issuance of the travel documents. Parent or legal guardian of any minor travel companion must execute and return such release on behalf of minor.

7. Limitation of Liability: By participating in the Sweepstakes, entrants, or, if minors, their parents or legal guardians, agree to release, indemnify, and hold harmless the NFL Entities and Releasees from and against any injuries, losses, damages, claims, actions and any liability of any kind resulting, in whole or in part, directly or indirectly, from or arising in connection with the participation in the Sweepstakes or acceptance, possession, use, misuse, or nonuse of the prizes awarded (including any travel or travel-related activity thereto) that may be awarded. This Sweepstakes and these Official Rules shall be interpreted in accordance with the laws of the State of California without regard to its principles of conflicts of law. Jurisdiction and venue shall be solely within the State of California. Releasees are not responsible for technical, computer, mechanical, printing, typographical, human or other errors relating to or in connection with the Sweepstakes, including, without limitation, errors which may occur in connection with the administration of the Sweepstakes, the processing of entries or in any Sweepstakes related material, the announcement of the prizes; or for stolen, lost, late, misdirected, damaged, incomplete, inaccurate, undelivered, delayed or illegible entries, or postage-due entries or mail; or for electronic, computer, or telephonic malfunction or error, entries which fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly, or are lost for any reason including computer, telephone, or paper transfer or human or other error. If in the Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if computer viruses, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise, corrupt, or affect the administration, integrity, security, fairness, or proper conduct of the Sweepstakes, the Sponsor in its sole discretion reserves the right at their sole discretion to disqualify any individual who tampers with the entry process and/or void any entries submitted fraudulently, to modify or suspend the Sweepstakes, or to terminate the Sweepstakes and conduct a random drawing and award the prizes using all eligible non-suspect entries received as of the termination date. As a condition of entering the Sweepstakes, entrant or, if a minor, his/her parent or legal guardian, agrees that a) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses, b) all causes of action arising out of or connected with this Sweepstakes or the prize awarded, shall be resolved individually, without resort to any form of class action, and c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred and in no event shall entrant be entitled to receive attorneys' fees or other legal costs. Sponsor reserves the right to modify prize award procedures. Any attempt by an entrant or any other individual to deliberately damage any web site or undermine the legitimate operation of the promotion is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

8. Who Won?: For names of winners available after 1/31/08, mail a self-addressed stamped envelope to: "Visa Inside Pass NFL Sweepstakes Winners," Box 714, Sayreville, NJ 08871-0714. Requests must be received no later than 1/31/08. The winners' names will be sent when the drawing has been conducted and the winners have been verified.

9. Sponsor: Visa U.S.A. Inc., Box 8999, San Francisco, CA 94128-8999.
Administrator: Marden-Kane, Inc., 36 Maple Place, Manhasset, NY 11030.

The NFL Entities 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. You have not yet won. (1) Grand Prize: A trip for two (2) to one 2007–2008 or 2008–2009 Wild Card, Divisional Playoff, or Championship Playoff Game, Super Bowl XLII, and 2008 NFL Pro Bowl. (ARV \$ 30,727). (250) First Prizes. \$100 NFL-themed Visa Gift card (ARV \$100 each). Total Prize Pool: \$55,727. The estimated odds of winning the Grand Prize are 1:7,263,426,995; of winning a First Prize: 1:29,053,708; however, the actual odds of winning any prize will depend upon the total number of eligible entries received during the Promotional Period. All mail-in entries must be postmarked by 12/15/07 and received by 12/26/07. Sweepstakes ends 12/15/07. See Official Rules above for complete prize restrictions. Sponsored solely by Visa U.S.A. Inc., P.O. Box 8999, San Francisco, CA 94128-8999.