## 2025 TRAEGER GAME DAY SWEEPSTAKES OFFICIAL RULES

BY ENTERING THE SWEEPSTAKES AND SUBMITTING VIDEO AND/OR PHOTOGRAPH CONTENT ("CONTENT"), ENTRANT ("ENTRANT") AGREES TO AND ACCEPTS THE 2025 TRAEGER GAME DAY OFFICIAL RULES ("OFFICIAL RULES"), WHICH CONSTITUTE A LEGALLY BINDING CONTRACT BETWEEN ENTRANT AND TRAEGER PELLET GRILLS LLC ("TRAEGER").

- 1. **Eligibility**: The 2025 Traeger Game Day Sweepstakes (the "**Sweepstakes**") is open to legal residents of the United States (including the District of Columbia) and Canada (excluding Quebec) who are at least eighteen (18) years old at the time of entry, who have an Internet connection, and access to the Traeger.com website. No purchase is necessary and will not increase the Entrant's chance of winning. Employees of Traeger and their immediate family and household members are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law.
- 2. Timing: The Sweepstakes will run for five consecutive weeks. The first week will begin at 12:00 AM MDT on Monday, September 1st, 2025, and will end on Sunday, September 7th, 2025, at 11:59 PM MDT. The second week will begin at 12:00 AM MDT on Monday, September 8th, 2025, and will end on Sunday, September 14th, 2025, at 11:59 PM MDT. The third week will begin at 12:00 AM MDT on Monday, September 15th, 2025, and will end on Sunday, September 21st, 2025, at 11:59 PM MDT. The fourth week will begin at 12:00 AM MDT on Monday, September 22nd, 2025, and will end on Sunday, September 28th, 2025, at 11:59 PM MDT. The fifth and final week will begin at 12:00 AM MDT on Monday, September 29th, 2025, and will end on Sunday, October 5th, 2025, at 11:59 PM MDT. Traeger's computer is the official time-keeping device for the Sweepstakes.
- 3. How to Enter: During the Sweepstakes: (i) post your cook on Instagram, tagging @TraegerGameDay and using the hashtag #TraegerGameDay and (ii) fill out and submit the typeform link for the applicable Sweepstakes week listed below. By submitting an entry, Entrant is indicating that Entrant would like to periodically receive marketing and promotional materials via email from Traeger. Entrant can withdraw consent to receive marketing and promotional materials at any time by using the unsubscribe link found in those electronic messages.
  - Week 1: <a href="https://form.typeform.com/to/InutOdhH">https://form.typeform.com/to/InutOdhH</a>
  - Week 2: <a href="https://form.typeform.com/to/RK4jt2ag">https://form.typeform.com/to/RK4jt2ag</a>
  - Week 3: https://form.typeform.com/to/v1HW33fQ
  - Week 4: <a href="https://form.typeform.com/to/mdBJD9WD">https://form.typeform.com/to/mdBJD9WD</a>
  - Week 5: <a href="https://form.typeform.com/to/rD1RGSbS">https://form.typeform.com/to/rD1RGSbS</a>
- 4. **Selection of Winners**: Traeger will notify potential winners via Instagram DM, including a link to a form asking for mailing information. The potential winners must respond to Traeger's notification within three (3) days and submit their information through that form to receive their prize. If a potential winner does not respond within three (3) days, Traeger may, in its discretion, choose another winner. Winner is responsible for any federal, state, or local tax liabilities associated with the prizes. Each weekly prize winner will be announced on the following Monday of each week.

The Grand Prize Winner will be announced at the end of the Sweepstakes and all stickers will be mailed out at the close of the Sweepstakes.

## 5. **Prizes**:

- a. <u>Weekly Participation</u>: Everyone who participates in that week's challenge will receive an exclusive Game Day sticker—a collectible badge of honor for showing up and firing up.
- b. <u>Weekly MVPs</u>: Each week, we'll select one standout participant as our MVP, who will win a premium prize: A Ranger Package.
- c. <u>Hall of Flame</u>: Participants who complete all five weekly challenges will earn a limitededition Game Day patch and get placed in the running for Grand Prize.
- d. <u>Grand Prize</u>: All Hall of Flame inductees will be entered to win the ultimate reward—a VIP Game Day Grilling Package built for the most dedicated fans in the Traegerhood.

Prizes are not transferable, and winners may not substitute the prizes for an alternative prize or for cash. Traeger reserves the right to substitute the prizes or any portion of the prizes for one of equal or greater value if the designated prize should become unavailable for any reason.

- 6. Intellectual Property & Publicity: By entering the Sweepstakes, Entrant hereby grants to Traeger and its affiliates a perpetual, worldwide, irrevocable, transferrable, royalty-free license to display, reproduce, modify, edit, and create derivative works from the Content submitted by Entrant in connection with the advertising, publicity, and promotion of Traeger's products and services. Traeger shall be allowed to use the Content submitted by Entrant as permitted herein without further review or approval. Acceptance of a prize shall constitute and signify the winner's agreement and consent that Traeger may use the winners' name, address (city, state), likeness, photo submission, and/or prize information for contextual purposes worldwide, including the internet, without limitation and without further payment or consideration, except where prohibited by law.
- 7. Warranties & Representations: Entrant individually warrants and represents to Traeger that: (i) Entrant meets the residency and age requirements at the time of entry; (ii) Entrant has the full legal right, power, and authority to grant to Traeger the license provided for in these Official Rules; (ii) Entrant owns or controls the complete rights to the Content for the purposes contemplated in the license; (iv) Entrant is the sole creator and owner of the Content, including any images, video, and music incorporated therein; and (v) the Content, or any use thereof, shall not violate any law and shall not infringe upon or violate the rights of any person (including, without limitation, contractual rights, copyrights, trademarks, rights of publicity, and rights of privacy).
- 8. Limitation of Liability: ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED FIFTY DOLLARS (\$50.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO

SEEK PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED FIFTY DOLLARS (\$50.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF.

- 9. **Release & Indemnification**: To the fullest extent permitted by law, Entrant agree to release, indemnify, suspend, hold harmless, and covenant not to sue Traeger, and its direct and indirect affiliates, divisions, parent and subsidiary companies, officers, employees, shareholders, representatives, managers, members, directors, owners, agents, insurers, attorneys, predecessors, successors, and assigns thereof (collectively, the "**Released Parties**"), from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions, expenses, and attorneys' fees arising out of, involving, or relating to Entrant's participation in the Sweepstakes. To the fullest extent permitted by law, Entrant agree to indemnify and hold harmless the Released Parties from any damage, loss, or expense (including without limitation damage awards, attorneys' fees, and costs) incurred in connection with any third-party claim, demand, or action brought against Entrant or any of the Released Parties alleging that Entrant has infringed the copyright or other intellectual property right through Entrant's participation in the Sweepstakes.
- 10. **Data Privacy & Notice of Financial Incentive**: Personal information collected from Entrant is subject to Traeger's Privacy Policy available at https://www.traeger.com/privacypolicy. To participate in the Sweepstakes, Entrant will be required to submit certain personal information to Traeger, including Entrant's full name, email address, mailing address, phone number, and link to Entrant's relevant social media post. Traeger does not assign a monetary value to the data that Traeger collects and will only use the information in accordance with Traeger's Privacy Policy. To the extent that Traeger is required to assign a monetary value to the personal information, it is equal to the value of the financial incentive provided.
- 11. **Sponsor and Administrator**: Traeger c/o Hollie Bingham: 533 S 400 W, Salt Lake City, UT 84101. This Sweepstakes is not sponsored, endorsed, or administered by any Social Media Platforms, nor are any Social Media Platforms associated with the Sweepstakes in any way. Any questions, comments, or complaints regarding the Sweepstakes must be directed to Traeger and not to any Social Media Platforms. Entrant fully releases all Social Media Platforms from any claim arising out of Entrant's participation in the Sweepstakes. "Social Media Platforms" means Facebook, Instagram, X, Pinterest, YouTube, LinkedIn, etc.