

## **2023 GAME DAY SWEEPSTAKES OFFICIAL RULES**

BY ENTERING THE SWEEPSTAKES AND SUBMITTING VIDEO AND/OR PHOTOGRAPH CONTENT ("CONTENT"), ENTRANT AGREES TO AND ACCEPTS THE 2023 GAME DAY OFFICIAL RULES ("OFFICIAL RULES"), WHICH CONSTITUTE A LEGALLY BINDING CONTRACT BETWEEN ENTRANT AND TRAEGER PELLET GRILLS LLC ("TRAEGER").

**1. Eligibility:** The 2023 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 Traeger.com. No purchase is necessary and will not increase 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 begin at 12:00 AM EST on Thursday, September 7<sup>th</sup>, 2023 and end at 11:59 PM PST on Saturday, September 30<sup>th</sup>, 2023 (collectively, the "Sweepstakes Period"). Traeger's computer is the official time-keeping device for the Sweepstakes.

**3. How to Enter:** During the Sweepstakes Period: (i) visit the [Entry Website](#) ("Website") and complete the Sweepstakes submission form. Limit: one (1) entry per person during the Sweepstakes Period. 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.

**4. Selection of Winners:** Traeger will select 1,775 Game Day prize winners and one grand prize winner from all Sweepstakes entries by 12:00 PM MST on October 5, 2023. The selection of these winners is final and binding in all matters related to the Sweepstakes. Odds of winning depend on the number of entries during the Sweepstakes Period.

**5. Prizes:** The selected Game Day winners will receive a Traeger exclusive Game Day pennant flag, Traeger exclusive sticker sheet, and Traeger exclusive magnet. The grand prize winner will receive a Timberline XL grill package and tailgate party hosted by Chad Ward. Prizes will be shipped to the winners' homes within twelve (12) weeks of winner claiming the prize. Total estimated value of each Game Day prize is \$50.00.; total estimated value of the grand prize is \$5000. 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. Prize Acceptance:** Traeger will notify potential winners via social media. The potential winners must respond to Traeger's notification and accept the prize within three (3) days. 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 winner's receipt of any prize.

**7. 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 Sweepstakes informational purposes worldwide, including the internet, without limitation and without further payment or consideration, except where prohibited by law.

**8. 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 the Traeger the license provided for in these Official Rules; (iii) 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).

**9. 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 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) ENTRANTS REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND SHALL NOT INCLUDE THE RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF.

**10. 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 attorney fees (collectively the "Claims") arising out of, involving, or relating to entrant's participation in the Sweepstakes. To the fullest extent permitted by law, entrant agrees to indemnify and hold harmless the Released Parties from any Claims alleging the Content infringes on any third party intellectual property rights.

**11. Data Privacy & Notice of Financial Incentive:** Personal information collected from entrant is subject to Traeger's Privacy Policy available at <https://www.traegergrills.com/privacy-policy>. 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.

**12. Sweepstakes Results:** For the name of the Sweepstakes winners, send a self-addressed stamped envelope to "2023 Game Day Sweepstakes" c/o Mary Kate Baumann: 1215 E. Wilmington Ave, Suite 200, Salt Lake City, UT 84106. Requests must be received by November 5, 2023.

**13. Sponsor and Administrator:** Traeger Pellet Grills LLC c/o Mary Kate Baumann: 1215 E. Wilmington Ave, Suite 200, Salt Lake City, UT 84106. 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. Social Media Platforms includes but is not limited to Facebook, Instagram, Twitter, Pinterest, TikTok, YouTube, and LinkedIn. Entrant fully releases all Social Media Platforms from any claim arising out of entrant's participation in the Sweepstakes. Any questions, comments or complaints regarding the Sweepstakes must be directed to Traeger at the contact information listed above.