

2024 TRAEGER GAME DAY SWEEPSTAKES OFFICIAL RULES

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

- 1. Eligibility:** The 2024 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 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 5 subsequent weeks. The sweepstakes will begin at 12:00 AM MST on Wednesday, September 4th, 2024, and the first week’s contest will end at 11:59 PM MST on Sunday, September 8th, 2024. Traeger’s computer is the official time-keeping device for the Sweepstakes. Each subsequent week will begin on the following Wednesday and end on the subsequent Sunday at the same time as previous week. (Sweepstakes “collectively”) will end at 11:59 PM MST on Sunday, October 6th.
- 3. How to Enter:** During the Sweepstakes: (i) Post on social using *#TraegerGameDay* (ii) complete the Sweepstakes submission form here: <https://traegergrills.typeform.com/to/tcfLQxQk>
- 4.**

(“Website”) 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.

- 5. Selection of Winners:** Traeger will randomly select (31) prize winners each week by 12:00 PM MST on the Tuesday following the giveaway. 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.
- 6. Prizes:** Each week, 1 Prize winner will receive a Traeger Tailgater, 10 prize winners will receive an official Traeger football, and 20 winners will receive a Traeger flag. Prizes will be shipped to the winners’ homes within eight (8) weeks of winner claiming the Prize. Total estimated value of the prizes is \$7500. 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.

7. **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 the Prizes.
8. **Intellectual Property & Publicity:** By entering the Sweepstakes, entrants hereby grant 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.

9. **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 have the full legal right, power and authority to grant to the 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).
10. **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) ENTRANTS REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF**
11. **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 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.

- 12. Data Privacy & Notice of Financial Incentive:** Personal information collected from entrants 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 collect 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.
- 13. Sweepstakes Results:** For name of the Sweepstakes winners, send a self-addressed stamped envelope to "2024 Traeger Game Day Sweepstakes" c/o Hollie Bingham: 522 S 400 W, Salt Lake City, UT 84101. Requests must be received by October 5th , 2024.
- 14. Sponsor and Administrator:** Traeger c/o Hollie Bingham: 522 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, Twitter, Pinterest, YouTube, LinkedIn, Etc.