

#BacktoBarbecue Day Pledge Contest

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING.

THIS CONTEST IS NOT SPONSORED BY FACEBOOK.

Use of Mobile Device: If you enter the Contest, post updates to or receive updates from a social media platform via SMS from your wireless phone, your entry may be subject to message and data charges for each message you send and receive. Please consult your wireless service provider for more information.

1. ELIGIBILITY. The “#BacktoBarbecue Day Pledge Contest” (the “Contest”) is only open to entrants who, as of the entry date, are U.S. residents and at least eighteen (18) years of age or older at time of entry. Employees, officers and directors of HPBA (“Sponsor”), and its parents, subsidiaries, affiliates, divisions, advertising and promotion agencies, and the immediate families (defined as parents, spouses, children, siblings, grandparents, and their respective spouses) or members of the same household (whether related or not) of each such employee, officer and director, are not eligible to enter.

2. TIMING. The Contest begins at 12:00 a.m. CT on Saturday, May 1, 2021, and ends at 11:59 p.m. CT on Saturday, May 29, 2021. (the “Entry Period”). Round One winners will be selected on May 14, 2021. Round Two winners will be selected on June 1, 2021.

3. HOW TO ENTER. To enter the Contest, entrants must complete the following steps during the Entry Period:

1. Visit <https://www.whyigrill.org/blog/backtobarbecueday2021/>
2. Complete the Google Form, including “taking the pledge” and sharing what food or recipe they plan to grill on Back to Barbecue Day.

All pledges are referred to herein as the “Submission.” All submissions must be submitted by 11:59:59 p.m. CT on Thursday, May 13, 2021 to be entered into the first round of the Contest. All pledges must be submitted by 11:59:59 p.m. on Saturday, May 29, 2021 to be entered into the second round of the Contest. No mechanically reproduced Submissions allowed. All Submissions become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of submission will not be deemed to be proof of receipt of submission by Sponsor.

All entrants and Submissions subject to verification prior to the awarding of a prize, as are the eligibility, age and other claims of information provided by a potential prize winner. Entrants will cooperate with Sponsor and its representatives in connection with any and all verification activities. Sponsor reserves the right to cancel or modify this Contest in the event an insufficient number of submissions are received that meet the minimum judging criteria.

Sponsor's decisions are final and binding in all matters relating to this Contest, including, but not limited to, interpretation and application of these Official Rules. By entering the Contest, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Contest.

4. AGREEMENT TO OFFICIAL RULES AND DECISIONS. By participating in the Contest, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsor (including, without limitation, decisions regarding eligibility of Submissions, the selection of entrants and the winners, and the awarding of the prizes), which are final and binding in all respects.

5. Judging/Judging Criteria. A panel of judges will ensure entry criteria are met and select a total of ninety (90) prize winners for Round One and fourteen (14) winners for Round Two based on:

- 70% - Originality of Back to Barbecue Day grilling plans.
- 30% - Enthusiasm for Back to Barbecue Day and summer grilling.

6. PRIZES. Approximately 104 (one-hundred four) prizes will be awarded in this Contest as follows:

- Participants who enter between May 1, 2021 and May 15, 2021 will be eligible for **Round One** of the Contest. Judges will select ninety (90) winners to each receive one (1) Back to Barbecue Day Swag Prize Pack valued at \$50, which includes one (1) cup, one (1) koozie and one (1) grilling mitt.
- Participants who enter between May 1, 2021 and May 29, 2021 will be eligible for **Round Two** of the Contest. Judges will select fourteen (14) recipients to each receive one (1) the prizes below:
 - **Prize 1: Rogue Ales Prize Pack**, valued at \$60, which includes one (1) pint glass, one (1) face mask, one (1) bandana, one (1) pair of socks and one (1) hat.
 - **Prize 2: Big Green Egg Prize Pack**, valued at \$80, which includes one (1) Ray Lampe's Big Green Egg Cookbook and six (6) Big Green Egg seasonings.

- **Prize 3:** Broil King Rib Roaster, valued at \$70.
- **Prize 4-6:** Blue Rhino tank exchange coupon, valued at \$45.
- **Prize 7-10:** Ultra Grill Mat™, sized 48” x 30”, valued at \$70.
- **Prize 11-14:** Ultra Grill Mat™, sized 30” x 30”, valued at \$70.

Prizes are non-transferable, non-assignable, nonnegotiable, and not redeemable for cash or credit. Prizes must be accepted as awarded. Prizes are awarded “AS IS” with no warranty, representation, or guarantee, express or implied, in fact or in law, made by Sponsor or for which Sponsor shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. No prize substitutions, except by Sponsor, who reserves the right (but has no obligation) to substitute a prize (or a component thereof) with another prize of equal or greater value (including cash) if the prize (or a component thereof) is not available for any reason as determined by Sponsor in its sole discretion. Unused components of the prize shall be forfeited and have no redeemable cash value. Winner is solely and fully responsible for any and all costs, fees, taxes, assessments and expenses associated with prize award, redemption, receipt and use, including, without limitation, all federal, state and local taxes on the prize. If applicable, winner will be issued an IRS Form 1099 and other applicable tax documents. Winners waive the right to assert as a cost of winning a prize any and all costs of verification and redemption or travel to redeem the prize. Non-compliance with any of the foregoing and any other condition of this Contest may result in disqualification and forfeiture of prize, in which case, no consideration will be awarded.

7. **NOTIFICATION.** Round One winners will be notified on or around Friday, May 14, 2021. Round Two winners will be notified on or around Tuesday, June 1, 2021. Potential winners will be notified via email. If the potential winner cannot be contacted within forty-eight (48) hours of the first attempt to contact him/her, or if any prize or prize notification is returned as undeliverable, or if the potential winner is found to be ineligible, or if the potential winner does not comply with the Official Rules, then the potential winner may be disqualified and an alternate winner selected by Sponsor in his/her place at random from among all eligible non-winning Submissions received by Sponsor in the Contest. In such event, an alternate potential prize winner will be notified as described above; provided, however, Sponsor may alter the above timing to meet its Contest schedule.

7. **PUBLICITY.** Except where prohibited by law, participation in the Contest constitutes winner’s consent to Sponsor’s (and its designees’, successors’ and assigns’) use of winner’s name, biography, likeness, voice, photographs, video,

opinions, statements, hometown, state and country for promotional purposes in any manner or media (including, without limitation, online), worldwide, in perpetuity, and without further payment, consideration, notice, review or consent.

8. GENERAL CONDITIONS. Submissions must not contain or reference any names, products or services of any company or entity or any third-party trademarks, logos, trade dress or promotion of any brand, product or service. Submissions that are obscene, sexually explicit, disparaging, defamatory, libelous, obscene, or Submissions that otherwise contain inappropriate content or objectionable material may not be submitted and may be removed at any time in Sponsor's sole discretion. Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Contest if, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest. In such event, Sponsor reserves the right (but does not have the obligation) in its sole discretion to award prizes at random from among eligible, non-suspect Submissions received up to the time of suspected impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of this Contest is a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.

9. RELEASE. By entering, each entrant forever and irrevocably releases and holds harmless Sponsor and its parents, subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, affiliates, Contest partners and prize suppliers, and all of their respective employees, officers, directors, shareholders and agents from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or entry in the Contest and/or entrant's award, receipt or use of any prize awarded in the Contest.

10. LIMITATIONS OF LIABILITY. Sponsor is not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, misdirected or postage due

Submissions, or Submissions received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the Contest; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Contest or the processing of Submissions; or (f) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest, or from viewing, playing or downloading any material from Sponsor's website(s), regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to Sponsor's websites by a hypertext link.

11. DISPUTES. Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in federal or state courts located in Arlington, Virginia; entrant submits to sole and exclusive personal jurisdiction to said courts in the state of Virginia for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Sponsor in connection with the Contest shall be governed by, and construed in accordance with, the laws of the state of Minnesota, without giving effect to any choice of law or conflict of law rules of provisions (whether of the state of Minnesota, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of Minnesota.

12. THIRD-PARTY PLATFORM GUIDELINES. To the extent the Contest is conducted through any third-party platform, (a) entrant shall adhere to all platform guidelines, and (b) the Official Rules shall be subject to modification, without notice, at Sponsors' sole and absolute discretion, to comply with any

governing and platform-specific guidelines or requirements. It is the responsibility of each person participating in the Contest to comply with third-party platform guidelines and to check for any update(s) to the Official Rules. In the event entrants create accounts in order to enter the Contest more than once, such entrant will be ineligible to participate or win. Multiple posts of duplicate or near duplicate content in a single day may cause entrant to be ineligible to participate or win. Entrants may only post content that they own or have the right to use (post) and Submissions must not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity. Entrants completely release Facebook from any liability relating to the Contest and entrants acknowledge that the Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook.

13. DATA COLLECTION. Entrants provide personal information to Sponsor and its designees when they enter the Contest. Sponsor and its designees collect this information and use it to (a) administer this Contest and (b) for market research and for other marketing purposes. Sponsor and its designees may share this information with third parties who need access to this information to perform services on Sponsor's behalf. Sponsor may also share this information with select marketing partners, who may use it to contact you with information and offers they believe will be of interest to you. In the event of any conflict between any Sponsor Privacy Policy and these Official Rules, these Official Rules shall govern.

14. WINNERS' LIST. To request a list of the Contest winners, send a self-addressed, postage-stamped envelope to "#BacktoBarbecue Day Pledge Contest - Winners List Request," c/o FLM Harvest, 800 N. Washington Ave., Ste. 203, Minneapolis, MN 55401. Requests must be received by June 30, 2021.

15. SPONSOR. The sponsor of the Contest and the address at which the Sponsor may be contacted is 1901 North Moore Street, Suite 600, Arlington, VA 22209.