

PIT BOSS GRILLS RACE DAY GIVEAWAY
SPONSORED BY PIT BOSS GRILLS' MARKETING AND BRAND MANAGEMENT, INC.

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN IN THIS PROMOTION AND A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. The Academy x Pit Boss Grills Giveaway (the "Promotion") is open only to legal residents of the District of Columbia or the 48 United States other than Alaska or Hawaii who are at least the age of majority in the jurisdiction in which they reside. Void where prohibited by law. Individuals employed by Pit Boss Grills' Marketing and Brand Management, Inc. ("Sponsor"), its parent company, subsidiaries, affiliate companies, agents and advisors and such employees' immediate families, may not enter or participate in the Promotion. Immediate family members are defined as a parent, spouse, sibling, child or anyone sharing the same residence as the applicable employee. By participating, entrants agree to be bound by these Official Rules as may be modified or amended by Sponsor, and the decisions of the Sponsor, which are final and binding.

1. Promotion Period: The Promotion begins on Thursday, February 13, 2021, at 12:00 AM Mountain Standard Time ("MST") and concludes on Sunday, November 7, 2021, at 11:59 PM MST (the "Promotion Period"). All entries must be submitted within the Promotion Period. Entries received after the end of the Promotion Period will be void. The Promotion computer, as determined by Sponsor in its sole discretion, is the official time keeping device for the Promotion.

2. How to Enter: Limit one entry per person, regardless of the method of entry. To enter the Promotion, an individual must (1) visit www.pitboss-grills/blogs/giveaways/nascar-giveaway and complete and submit all the information required by the entry form, including the entrant's first and last names and email address, and (2) Like or Follow Sponsor on Facebook or Instagram. Alternatively, individuals may enter by printing their first and last names, mailing address, phone number, and email address onto a single 3 inch by 5 inch card and mailing it in a standard envelope or business envelope with sufficient postage to Pit Boss Marketing and Brand Management, 3411 N 5th Ave Suite 500, Phoenix, AZ 85013 Attn: "PIT BOSS ACADEMY GIVEAWAY." Limit one entry per mailing envelope. Entries must have legible Promotion title, complete name, mailing address, email address, and phone number to be valid. Entries must be postmarked by November 7, 2021. Incomplete, illegible or inaccurate entries are void. Entries become the property of Sponsor and will not be acknowledged or returned.

In case of dispute as to the identity of any entrant, each entry will be deemed made by the Authorized Account Holder (as defined below) of the email address on the online entry form or the alternative method of entry. "Authorized Account Holder" is defined as the natural person who is assigned to an email address by an Internet service provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Any potential winner may be requested to provide Sponsor with proof that such winner is the Authorized Account Holder of the email address associated with the Facebook or Instagram account used to enter the Promotion, or the email address provided on the alternative method of entry.

3. Privacy: Information provided in connection with entrance into the Promotion may be used by Sponsor in accordance with its Privacy Policy, which is found at www.pitboss-grills.com, and which may be updated from time to time. By entering this Promotion, entrants give their express permission to be contacted by Sponsor by email or through Facebook or Instagram for any purposes. By submitting their information, entrants acknowledge that Sponsor will own all rights to use the submitted information without further notice or any compensation. Entry in the Promotion constitutes consent to be added to Sponsor's direct mail and Internet Marketing databases. Entrants may opt-out of receiving such offers and emails at any time and opting-in does not impact the chances of winning.

4. Failed Entries; Disqualification: Sponsor, including its directors, officers, employees, and agents, affiliates, and any third-party providers of services or goods are not responsible for incorrect or inaccurate entry information, or for any human mistake, technical error, or for lost, late, misdirected, unintelligible, returned or undelivered entries, telephone calls, or emails, or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), website, or other connections availability, accessibility or for traffic congestion, miscommunications, failed computer, network, telephone, satellite or cable hardware or software or lines, or technical failure, or jumbled, scrambled, delayed or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network. Entry materials that have been tampered with or altered are void. Persons who tamper with or abuse any aspect of this Promotion, or act in violation of the Official Rules, or act in any manner to threaten, abuse or harass another entrant, as solely determined by Sponsor, may be disqualified in Sponsor's sole and absolute discretion. 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, Sponsor reserves the right to seek damages from any such individual to the fullest extent permitted by law.

5. Termination of Promotion: Sponsor may terminate, postpone or otherwise modify the Promotion at any time in its sole and absolute discretion including, without limitation, in the event of equipment failure or malfunction, acts of God, natural causes, labor disputes, or fire, flood or other casualties, or if **Instagram** and/or Facebook terminates or threatens to terminate Sponsor's right to conduct the Promotion using **Instagram** and/or Facebook.

6. Winner Selection: Subject to further verification and compliance with these Official Rules, the Prize (defined below) will be awarded to one (1) individual randomly selected by the Sponsor, after close of the Promotion Period, on Wednesday November 10, 2021 from among entrants who completed the entry process during the Promotion Period (the "Winner"). ENTRANTS NEED NOT BE PRESENT AT THE TIME OF SELECTION TO WIN.

7. Prize Notification: Sponsor will notify the Winner via social media messenger through the Pit Boss Grills team account, or through the contact information provided if entry was submitted through the alternate method of entry. Sponsor is not responsible for suspended, discontinued, or malfunctioning Facebook or Instagram account service, which may result in the Winner not receiving a prize notification. Any prize notification returned to Sponsor or its agencies as undeliverable will result in disqualification, and the Sponsor may select a new winner in its sole and absolute discretion. To receive the Prize, the selected Winner must respond to Sponsor's prize notification within 48 hours and must provide the information and documentation requested by Sponsor within 14 days after receiving the required documentation. Failure to respond as required by these Official Rules will result in disqualification of the Winner and the Sponsor may select a new Winner in its sole and absolute discretion. No other party will be allowed to claim the prize on a Winner's behalf.

The Winner may be required to execute and deliver: (1) a signed affidavit verifying eligibility and acceptance of these rules, (2) a liability and publicity release, and (3) a completed W-9 tax form. The prize will only be awarded to a verified Winner. If Winner refuses to execute the required documents or rejects his/her prize, or in the event of noncompliance with these Official Rules, the prize will be forfeited and a new Winner may be selected by the Sponsor, in its sole and absolute discretion.

8. Prize: The Winner will receive a prize package (the "Prize") that includes:

- Pit Boss 820 Sportsman 820, approximate retail value ("ARV") \$699.00
- Sportsman Portable Wood Pellet Grill, ARV \$499.00
- Pit Boss Sportsman 7-Series Wood Pellet Vertical Smoker, ARV \$799.00
- Soft Touch 3pc Tool Set, ARV \$34.99
- Pit Boss 40lb Competition Blend Hardwood Pellets, ARV \$19.99
- 3 Pit Boss Spice Pack , ARV \$29.97

Winner is responsible for the costs of travel to Sponsor's corporate office, if necessary, to claim the Prize. Any Prize unclaimed after thirty (30) days from the date of notice will not be awarded. The odds of winning the Prize will depend upon how many persons participate in the Promotion. The Prize is not transferable and not redeemable for cash except at the sole discretion of Sponsor. In the sole discretion of Sponsor, the Prize is subject to change without notice, but will be substituted with a prize of equal or greater ARV. THE PRIZE IS AWARDED "AS IS" WITH NO WARRANTY OR GUARANTEE EXPRESS OR IMPLIED (OTHER THAN STANDARD MANUFACTURER WARRANTY). SPONSOR DISCLAIMS ALL AND ANY LIABILITY FOR THE ACTUAL PROVISION, QUALITY OR NATURE OF ANY THIRD-PARTY PRODUCT OR SERVICE ACCEPTED BY THE WINNER.

9. Taxes: ALL FEDERAL, STATE, AND LOCAL TAXES ASSOCIATED WITH THE PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. Winner will receive a 1099 tax form, when applicable, provided by Sponsor.

10. Trademarks: The trademarks of Pit Boss, Facebook, and Instagram are the property of the owners of such trademarks.

11. Publicity; Use of Personal Information: Except where prohibited by law, entrance into the Promotion grants Sponsor and its affiliates, agents, successors and assigns a royalty-free, fully paid, non-exclusive, sublicensable, transferable, irrevocable, perpetual, unrestricted, worldwide license to use, publish, transmit, display, store, distribute, your name, likeness, photograph, voice, biographical information, prize information, hometown, and state for promotional purposes in any media whatsoever. Sponsor will not be required to pay any additional consideration or seek any additional approval in connection with such uses. Sponsor is not obligated to use any of the above-mentioned information, but may do so and may edit such information or materials, in Sponsor's sole discretion, without further notice obligation or compensation, unless prohibited by law. Sponsor may require the Winner to execute a written consent containing this right of publicity.

12. Release: By entering, entrants agree to release, waive, and hold harmless the Sponsor and its directors, officers, employees, and agents, and any third-party providers of services or goods are Released Parties from and against any and all claims, losses, damages, and liability arising from injuries (including death), damages, costs, or expenses of any kind (including without limitation attorneys' fees)

incurred as a result of the entrant's participation in this Promotion and/or their acceptance, use, or misuse of any Prize or element thereof.

13. Disputes, Governing Law; Venue: Except where prohibited, each entrant agrees that: (i) all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant(s) and Sponsor and its agents shall be governed exclusively by Arizona law without giving effect to any principles of conflicts of law of any jurisdiction; (ii) any and all disputes, claims and causes of action at law or in equity arising out of or relating to this Promotion or any prize awarded shall be (A) resolved individually, without resort to any form of class action; and, (B) filed only in the state or federal courts situated in Maricopa County, Arizona, and entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such disputes, claims or causes of action; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and, (iv) under no circumstances will any entrant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental, special, 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 for limitations on the ability to pursue class action remedies or certain kinds of damages, and so these limitations may not apply to you.

14. Severability: The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

15. Acknowledgment Regarding Instagram and Facebook; Release of Liability: This Promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram or Facebook. Entrants are providing their entry information to Sponsor and not Facebook or Instagram. By participating in this Promotion, each entrant agrees to fully and completely release, discharge, indemnify, and hold harmless Instagram, Facebook, Sponsor and their respective directors, officers, employees, agents, and any third-party providers from any and all claims, losses, causes of action, and liability arising from injuries (including death), damages, costs, or expenses of any kind (including without limitation attorneys' fees) incurred as a result of the entrant's participation in this Promotion and/or their acceptance, use, or misuse of any prize or element thereof.

16. List of Winners: For the name of the Winner, available for 30 days after the conclusion of the Promotion, please mail a request for the list to:

Pit Boss Grills' Marketing and Brand Management, Inc.
3411 N 5th Avenue, Suite 500
Phoenix, AZ 85013.

17. Sponsor Contact Information: Pit Boss Grills' Marketing and Brand Management, Inc., 3411 N 5th Avenue, Suite 500, Phoenix, AZ 85013.

Last Updated August 25, 2021