

## Blaze Sweepstakes Official Rules (“Official Rules”)

**No purchase or payment is necessary to enter or win. A purchase or payment will not increase your chances of winning. Void outside of the Territory (defined below) and where prohibited by law.**

**Prize(s):** One entrant will be randomly selected to win the following:

***Qty 1 Blaze Portable Professional Grill and qty 1 Peyton Manning autographed football***

**Timing/Giveaway Period:** The entry period begins 4/1/2022 at 12:00 AM EST and ends 4/22/2021 at 11:59 PM EST. Potential winner will be chosen approximately one (1) week after the end of the Sweepstakes Period and then Sponsor or its designee will attempt to notify the potential winner that they may have won a prize by email or using other contact information provided for entry (in Sponsor’s sole discretion) within approximately three (3) business days. In addition, a potential winner’s name and their city and state or other general information may be posted on a Sponsor website or elsewhere publicly in Sponsor’s sole discretion. If any prize, prize notification, or Sweepstakes-related communication is rejected, faulty, or undeliverable; or if winner or potential winner fails to comply with these Official Rules, the prize may, in Sponsor’s sole discretion, be forfeited and an alternate winner may be selected (time permitting) based on the original method of winner selection or other method that is fair in Sponsor’s sole discretion. Sponsor is not obligated to pursue more than three (3) alternate winners for any prize for any reason, in which case such prize may go unawarded. Sponsor reserves the right to modify the notification procedures and applicable deadlines for responding in connection with the selection of any alternate potential winner, if any. If a prize is legitimately claimed, it will be awarded. Upon prize forfeiture or inability to use a prize or portion of a prize, no compensation will be given and Sponsor will have no responsibility or liability to that Participant. To claim a prize, potential winner must follow the directions in the notification. Failure to comply with Sponsor’s or its representative’s instructions, or these Official Rules may, in Sponsor’s sole discretion, result in disqualification from this Sweepstakes and forfeiture of any prize potentially won. Decisions of the Sponsor are final on all matters relating to this Sweepstakes, including interpretation of these Official Rules, determining the winners, and awarding of the prizes.

**Eligibility:** The Giveaway is open only to legal residents of the forty eight contiguous (48) United States (and the District of Columbia) 18 years or older. Void where prohibited. By participating, entrant agrees to abide by these Official Rules and the decisions of Sponsor(s), which are final and binding in all respects. All federal, state and local laws apply. Void in Alaska, Hawaii and where prohibited by law.

Employees, personnel, officers, directors, members, managers, agents, and representatives of Sponsor or its parent or subsidiary companies, affiliates, divisions, representatives, consultants, sub-contractors, suppliers, distributors, legal counsel, prize providers, sweepstakes administrators, advertising, public relations, promotional, fulfillment or marketing agencies (collectively the **“Released Parties”**) and members of their immediate families (defined for these purposes as including any spouse, domestic partner, parents, step-parents, legal guardian, legal ward, children, step-children, grandparent, grandchild, siblings and step-siblings, and each of their respective spouses) and individuals living in the same household as such individuals (whether or not related), are not eligible.

One (1) entry per person/email address.

**How to Enter:** Enter to win by:

- a) "Liking" @blaze\_grills on Instagram or Facebook
- b) Post a photograph of your Summer Grilling Setup
- c) A Blaze product is required to be visible in the photograph or it will be disqualified
- d) Entrant is required to tag @blaze\_grills and use #GrillForLife in the caption

**Prizes:** Winner(s) will be selected to receive prize(s) stated in #2. Arrangements for the fulfillment of the prize will be made by Blaze. All federal, "state and local taxes" or other expenses relating to the use, "acceptance and possession of prize" are the sole responsibility of the winner. No monetary value can be given in exchange for this prize. The prize cannot be transferred. No substitution, "assignment or transfer of prize" permitted, except as determined in the sole discretion of Sponsor(s), who reserve the right to substitute the prize with another prize of greater or equal value. Winner is solely responsible for any and all applicable fees and taxes associated with prize receipt and use. The odds of winning depend on the number of entries received. At the end of the entry period, three (3) entries will be chosen and posted on the Blaze social media channels. Once the three (3) finalists are posted, the entry with the most "likes" will be selected as the potential winner. The potential winner will be notified by phone or email on or before date stated in #3.

All prize details not specifically stated in these Official Rules will be determined by Sponsor in its sole discretion. If any potential winner(s) cannot receive a prize from Sponsor per their employer's policies, that potential winner will forfeit the prize won and Sponsor will have no further obligation to that winner. All taxes (federal, state, and local), as well as any expenses not specified in these Official Rules as being provided as part of the prize, are the sole responsibility of each winner. Sponsor is not responsible for, and will not replace any, lost, mutilated, or stolen prize or prize component, or any prize/prize component that is undeliverable or does not reach a winner because of incorrect or changed contact information. If a winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited, and Sponsor will have no further obligation with respect to that prize or portion of the prize. Sponsor is not responsible for any inability of any winner to accept or use any prize (or portion of any prize) for any reason. Winner is strictly prohibited from selling, auctioning, trading or otherwise transferring any part of a prize, except with Sponsor's permission, which may be granted or withheld for any reason in its sole discretion. No transfers, prize substitutions or cash redemptions will be made, except at Sponsor's sole discretion. Sponsor reserves the right to substitute any stated prize or portion of any prize with another prize or portion of a prize of equal or greater value for any reason, including, without limitation, prize unavailability. No more than the stated prizes will be awarded. Participants waive the right to assert, as a cost of winning any prize, any and all costs of verification and redemption or travel to claim or use the prize and any liability and publicity which might arise from claiming or seeking to claim said prize.

**Publicity:** Except where prohibited, participation in the Giveaway constitutes winner's consent to Sponsor(s)'s use of winner's name, likeness, voice, opinions, "hometown and state" for promotional purposes in any media without further payment or consideration. The Sponsor(s) reserves the right to modify the notification procedures in connection with the selection of an alternate winner, if any. Entry and acceptance of prize constitutes permission (except where prohibited by law) to use winner's "name, prize won hometown and likeness" for online posting and promotional purposes without further compensation.

**General Conditions:** Sponsor(s) reserves the right, in its sole discretion, to "cancel, modify or suspend" the Contest should virus, bugs, unauthorized human intervention, "technical failures or any

other factor" beyond Sponsor(s)'s reasonable control corrupt the administration, security, fairness, "integrity or proper operation" of the Contest. In such event, Sponsor(s) reserves the right to award the prize at random from among the eligible entries received up to the time of impairment. Sponsor(s) 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 any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage Sponsor(s)'s website or undermine the legitimate operation of this Contest may be a violation of criminal and civil laws, and, should such an attempt be made, Sponsor(s) reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor(s)'s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**RELEASE:** BY RECEIPT OF ANY PRIZE, WINNER AGREES THAT Sponsor(s), ITS RESPECTIVE PARENTS, SUBSIDIARIES AND AFFILIATED COMPANIES, AND THE AGENTS, EMPLOYEES, DIRECTORS AND OFFICERS OF THESE COMPANIES, ARE NOT LIABLE WHATSOEVER FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE OR FROM WINNER'S PARTICIPATION IN THE CONTEST. Entrants agree to these Official Rules and the decisions of the Sponsor(s) and Judges, and on their behalf, and on behalf of their respective heirs, executors, administrators, legal representatives, successors and assigns ("Releasing Parties"), release, defend and hold harmless Sponsor(s), any entity involved in the fulfillment of the prize or the administration of the Giveaway, and their respective employees, officers, directors and agents of each ("Released Parties"), from any and all actions, causes of action, suits, debts, dues, sums of money, accounts reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, extent, executions, claims and demands whatsoever, in law, admiralty or equity, whether known or unknown, foreseen or unforeseen, against Released Parties which any one or more of the Releasing Parties ever had, now have or hereafter can, shall or may have which in any way arise out of or result from entrant's participation, acceptance and use or misuse of prize, including property damage, personal injury or death. Sponsor(s) is not responsible for any typographical or other error in the printing of the offer administration of the Giveaway or in the announcement of prize or for any suspension of the Giveaway or inability to implement the Giveaway or award the prize as contemplated herein due to any event beyond its control, including delays or interruptions caused by acts of God, acts of war, natural disasters, weather, utility outages, acts of terrorism or any federal, state, or local government law, order, or regulation, order of any court or regulator. This Giveaway shall be governed by and interpreted under the laws of the state of Louisiana, USA without regard to its conflicts of laws provisions. Any and all disputes, claims, and causes of action arising out of or in connection with this Giveaway, shall be resolved individually, without resort to any form of class action. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS GIVEAWAY. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

**LIMITATION OF LIABILITY:** To the fullest extent permitted under applicable law, each Participant agrees to release, hold harmless, and indemnify each of the Released Parties from and against any liability whatsoever for injuries or damages of any kind sustained in connection with the acceptance, use, misuse, or awarding of the prize or while preparing for, participating in, and/or traveling to or from any prize- or Sweepstakes-related activity including, without limitation, any injury, damage, loss, death or accident to/of person or property. Winner(s) agree that the prize is provided as-is without any warranty, representation, or guarantee, express or implied, in fact or in law, whether now known or hereinafter

enacted, relative to the use or enjoyment of the prize, including, without limitation, its quality, merchantability, or fitness for a particular purpose.

To the fullest extent permitted by applicable law, each Participant understands and agrees that all rights under section 1542 of the Civil Code of California and any similar law of any state or jurisdiction of the United States are expressly waived by him/her. Section 1542 reads as follows:

**“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”**

**GENERAL RULES:** Sponsor’s decisions will be final in all matters relating to this Sweepstakes, including interpretation of these Official Rules, determination of any winner, and awarding of any prize. All Participants, as a condition of entry in this Sweepstakes, agree to be bound by these Official Rules and the decisions of Sponsor. Failure to comply with these Official Rules may result in disqualification from this Sweepstakes. Participants further agree not to damage or cause interruption of this Sweepstakes and/or prevent others from entering and/or participating in this Sweepstakes. Sponsor reserves the right to restrict or void entries or participation from any IP address or other identifiable source if any suspicious entry and/or participation is detected. Sponsor reserves the right, in its sole discretion, to void entries of any Participants who Sponsor believes have attempted to tamper with or impair the administration, security, fairness, or proper play of this Sweepstakes. Sponsor’s failure to or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision. In the event there is an alleged or actual ambiguity, discrepancy, or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials and/or these Official Rules (including any alleged discrepancy or inconsistency within these Official Rules), it will be resolved by Sponsor in its sole discretion. Participants waive any right to claim ambiguity in the Sweepstakes structure, any Sweepstakes materials, or these Official Rules. If Sponsor determines, at any time and in its sole discretion, that a winner or potential winner is disqualified, ineligible, in violation of these Official Rules, or engaging in behavior that Sponsor deems obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to disqualify that winner or potential winner, even if the disqualified winner or potential winner may have been notified or displayed or announced anywhere. The invalidity or unenforceability of any provision of these Official Rules will 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 will otherwise remain in effect and will be construed in accordance with their collective terms as if the invalid or illegal provision were not contained in these Official Rules. If this Sweepstakes is not capable of running as planned for any reason, Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend this Sweepstakes and award the prize from eligible entries received prior to cancellation, modification, or suspension or as otherwise deemed fair and appropriate by Sponsor. If any person supplies false information, obtains entries by fraudulent means, or is otherwise determined to be in violation of these Official Rules in an attempt to obtain any prize, Sponsor may disqualify that person and seek damages from him or her and that person may be prosecuted to the full extent of the law. No Released Party will have any responsibility or liability for any dispute regarding any Participant, including the identity of any individual participating on behalf of a business or organization, the affiliation, employment, membership, and/or agency of individuals of a business or organization, or the distribution of any prize. In the event of a dispute regarding an entry or participation (including those regarding the identity or affiliation, employment, membership, and/or agency of an individual or Participant, who submitted an entry/Survey, and/or who should receive a prize) cannot be resolved to Sponsor’s satisfaction, in its sole discretion, the entry will be deemed ineligible and the Participant disqualified. **Caution: Any attempt to damage any online**

**service or website or to undermine the legitimate operation of a sweepstakes may violate criminal and civil laws. If such an attempt is made, Sponsor may disqualify any Participant (or purported Participant) making such attempt and may seek damages to the fullest extent permitted by law.**

**DISPUTES/GOVERNING LAW:** Except where prohibited, as a condition of participating in this Sweepstakes, each Participant agrees that any and all disputes that cannot be resolved between the Participant and any Released Party, claims and causes of action arising out of or connected with the survey, this Sweepstakes, or the prize awarded, or the determination of a winner must be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will a Participant be permitted or entitled to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Participant's actual out-pocket expenses (if any), not to exceed ten dollars (\$10 USD), and Participant further waives all rights to have damages multiplied or increased.

This Sweepstakes, these Official Rules, and any dispute arising under or related to this Sweepstakes and/or Official Rules (whether for breach of contract, tortious conduct or otherwise) will be governed, construed, and interpreted under the internal laws of the state of Louisiana, without reference or giving effect to its conflicts of law principles or rules that would cause the application of any other state's laws. Any legal actions, suits, or proceedings related to this Sweepstakes (whether for breach of contract, tortious conduct, or otherwise) will be brought exclusively in the state or federal courts located in or having jurisdiction over Baton Rouge, Louisiana, USA and each Participant irrevocably accepts, submits, and consents to the exclusive jurisdiction and venue of these courts with respect to any legal actions, suits, or proceedings arising out of or related to this Sweepstakes. You waive any and all objections to jurisdiction and venue in these courts and hereby submit to the jurisdiction of those courts.

**UGC (User generated content):** A valid public video link (Youtube, Instagram, Facebook, Twitter or Pinterest) hosted on your (the entrant's) account is required to enter UGC sweepstakes. Link post must remain public during the sweepstakes entry dates. Distasteful videos/images are subject to immediate disqualification. You hereby grant us a non-exclusive, royalty-free, worldwide, perpetual, transferable, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, sell, assign, translate, create derivative works from, distribute and display any Submission in whole or in part, as well as your name and other identifying information, including without limitation any social media identifier, handle, profile picture, image, likeness, posts, statements, or other information available or provided by you, in any form, media, or technology, whether now known or hereafter developed in connection with the BBQGuys marketing, advertising and promotional activities referred to above.

**By making or agreeing to a Submission, you promise the following:**

that you are 18 years or older; that if children are depicted in the Submission, you are the parent/guardian with legal responsibility of any minors depicted in the Submission;  
that you own or otherwise control the rights to your Submission and any and all elements thereof;  
that you have the rights from any and all third parties appearing in such Submission to use their names, images or likenesses, and any other third party-owned elements as necessary in and as part of your Submission; and that your Submission does not infringe or violate the rights of any third parties, including, but not limited to, intellectual property rights, copyrights, trademarks, rights of publicity/privacy, patent, trade secret, or confidentiality obligations.  
You acknowledge that Sponsor is not responsible for, and has no liability for, any use of all or any

part of a Submission. Sponsor reserves the right, at its sole discretion, to edit any Submission and to choose to include, not include, or remove such Submission from its Website or in any other materials where the Submission may appear.

**WINNER'S LIST/OFFICIAL RULES:** For the name of Grand Prize Winner, please either (1) send an email to [sweepstakes@blazegrills.com](mailto:sweepstakes@blazegrills.com) with the following subject after completing the blank with the applicable end date: "Winner Info Request for Blaze Sweepstakes ending \_\_\_\_\_"; or (2) send a self-addressed stamped envelope postmarked within ninety (90) days following the Sweepstakes Period to the following address after completing the blank with the applicable end date: "Winner Info Request for Blaze Sweepstakes ending \_\_\_\_\_, c/o Blaze Legal Department, 6620 Greenwell Springs Rd., Baton Rouge, LA 70805." Only one (1) request per person and per mailed envelope will be fulfilled. For a copy of these Official Rules, print them during the applicable Sweepstakes Period.

**THE SPONSOR OF THIS SWEEPSTAKES IS:** BBQ Guy's Manufacturing, LLC, d/b/a Blaze, located at 6620 Greenwell Springs Rd., Baton Rouge, LA 70805. Reference within a Survey or any Sweepstakes-related materials to third parties in connection with prizes and/or third-party websites, products, or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship, or affiliation with Sponsor or any Sweepstakes.