

## NASCAR FAN'S DREAM TAILGATE GIVEAWAY

### OFFICIAL RULES

1. NO PURCHASE NECESSARY TO ENTER OR WIN.
2. AGREEMENT TO THE OFFICIAL RULES: By participating in the Sweepstakes, all entrants fully and unconditionally agree to and accept these Official Rules and the Sponsor's decisions which are final and binding in all matters related to the Sweepstakes. Winning a prize (described below) is contingent upon fulfilling all requirements set forth herein.
3. ELIGIBILITY: Sweepstakes is only open to legal residents of the Contiguous Forty Eight (48) United States and the District of Columbia who are at least eighteen (18) years of age, or the age of majority in their state of residence, whichever is older, and over at the time of entry. All applicable federal, state and local laws apply. Limit one prize per household. All employees of Pit Boss Grills' Marketing and Brand Management, Inc., its parent company, subsidiaries, affiliate companies, agents and advisors and any other person living in the household of such an employee is not eligible to participate in this Sweepstakes.
4. SPONSOR: Sweepstakes is sponsored by the Pit Boss Grills Marketing and Brand Management Inc., 8877 N Gainey Center Dr, Scottsdale, AZ 85258 ("Sponsor")
5. SWEEPSTAKES PERIOD: This Sweepstakes will begin at 12:00 A.M. Mountain Standard Time (MST) on **JULY 21, 2022** and will end at 11:59 P.M. (MST) on **JULY 28, 2022**.

HOW TO ENTER: During the Sweepstakes Period, (1) Fill out form on contest landing page completely including first name, last name and email and (2) Like or Follow us on [Facebook](#) or [Instagram](#)

Incomplete, illegible or inaccurate entries are void. The Sweepstakes computer, as determined by Sponsor in its sole discretion, is the official time keeping device for the Sweepstakes. Entries become the property of Sponsor and will not be acknowledged or returned.

The use of automated entry systems or any other conduct that impedes the integrity of the Sweepstakes is prohibited. Sponsor reserves the right, in its sole discretion to disqualify any person tampering with the entry process, the operation of the web site or otherwise, in violation of the rules. CAUTION: Any attempt by an entrant or any other individual to deliberately damage any web site or undermine the legitimate operation of the Sweepstakes 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.

Alternate method of entry: Neatly print your complete name, mailing address, phone number, and email address onto a single 3 inch by 5 inch card and mail it in a standard envelope or business envelope with sufficient postage to Pit Boss Marketing and Brand Management, 8877 N Gainey Center Dr, Scottsdale, AZ 85258 Attn: "**NASCAR FAN'S DREAM TAILGATE GIVEAWAY**"

6. " Limit one entry per mailing envelope. Entries must have legible Sweepstakes title, complete name, mailing address, email address, and phone number to be valid. Entries must be postmarked by December 1, 2022.
7. WINNER SELECTION: One (1) name will be randomly drawn from all eligible entries at the conclusion of the Sweepstakes period. Winner need not to be present to win. Potential winners will be notified via social media messenger by Pit Boss Grills team account. Or the contact information provided if entry was submitted through the alternate method of entry. Entrants expressly consent for Sponsor to contact potential winners via social media.

Being named a potential winner is subject to validation and verification of eligibility and compliance with all terms and conditions set forth in these Official Rules. Potential winners must respond to Sponsor with the information requested in the winner notification within the time frame specified by Sponsor in order to receive a prize. Failure to respond will result in disqualification and another potential winner will be selected for the prize.

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PRIZES: One(1) winner will be randomly selected from all eligible entries. The winners will receive the one of the Grand Prizes as follows:

**Prize(s) –**

**A \$1,500 Dream Tailgate Package!**

- Pit Boss 3-Burner Ultimate Griddle \$649
- Griddle Cover \$59.99
- Pit Boss Ultimate Griddle Spatulas - \$17.99
- Pit Boss Starter Kit - \$100
- Year of Beer from Busch Beer - \$360
- Year of Bacon from Smithfield Food - \$150
- Shipping: \$200
- MSRP: \$1,536.98

RECIPIENTS MUST BE 18 AND OVER. PRIZE DOES NOT INCLUDE, AND WINNER WILL BE RESPONSIBLE FOR, THE COSTS OF TRAVEL TO AND FROM PIT BOSS CORPORATE OFFICE IF NECESSARY. NO SUBSTITUTE PRIZES WILL BE GIVEN. WINNER IS RESPONSIBLE FOR ALL FEDERAL, STATE AND LOCAL TAXES, AS WELL AS ANY FEES AND EXPENSES, INCURRED IN CLAIMING AND USING THE PRIZE. ANY EXPENSES NOT MENTIONED ARE THE SOLE RESPONSIBILITY OF THE WINNER; PRIZE IS NON-TRANSFERABLE AND NON-ASSIGNABLE. NO

CASH ALTERNATIVE OR SUBSTITUTE TO PRIZE WILL BE OFFERED. HOWEVER, SPONSOR RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO SUBSTITUTE A PRIZE OF EQUAL OR GREATER VALUE IF THE ADVERTISED PRIZE IS NOT AVAILABLE.

8. CLAIMING PRIZES: To claim prize, the winner should follow the directions provided by the notice. As a condition of being awarded a prize, except where prohibited by law, 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. Any prize unclaimed after thirty (30) days from the date of notice will not be awarded. All prizes are non-refundable for cash, non-transferrable, and non-endorsable, however Sponsor reserves the right to substitute prizes of equal or greater value. Winners assume responsibility of all applicable taxes associated with the acceptance and use of the prize. Potential winners must respond to Sponsor's notice within 48 hours of the notice and must return all required documentation within 14 days of received the documentation. Failure to respond within the applicable time will result in disqualification and a new eligible entry will be randomly drawn as the potential prize winner.
9. PUBLICITY RELEASE: Except where prohibited by law, the winner(s) by acceptance of the prize agrees that Sponsor or those acting under its authority may use the winner's name, picture/portrait, likeness and/or voice for advertising and promotional purposes without consideration or further permission.
10. GENERAL: Sponsor, its parent company, affiliates, subsidiaries, retailers, agencies and the respective officers, directors, employees and agents are not responsible for distorted, incomplete, illegible, undelivered, damaged or lost entries and/or any Sweepstakes disruptions beyond its control. If by reason of a printing or other error, more prizes are claimed than the number set forth in these rules, all persons making purportedly valid claims will be included in a random drawing to award the advertised number of prizes available in the prize category in question. No more than the advertised number of prizes will be awarded. Sponsor further reserves the right, in its sole discretion, to cancel, terminate or modify this Sweepstakes if not capable of completion as planned, including infection by computer virus, technical corruption, non-authorized human intervention or force majeure.
11. DISCLAIMER: Entrants and winners are solely responsible for their own actions relating to this Sweepstakes, and the acceptance and/or use of a prize. By participating in this Sweepstakes and/or by acceptance or use of the prize, all entrants and winners agree to release and hold harmless Sponsor its parent company, affiliates, subsidiaries, retailers, agencies, and the respective officers, directors, employees and agents from and against any liability arising in connection with the Sweepstakes and/or use of the prize. PRIZES ARE 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 WINNERS.
12. PRIVACY: Any information submitted by Sweepstakes entrants will become the property of Sponsor upon submission and will not be returned. 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 Sweepstakes constitutes consent to be added to Sponsor's direct mail and Internet Marketing databases. Pit Boss Grills use of submitted

information will be subject to its Privacy Policy. To view Sponsor's Privacy Policy visit [www.pitboss-grills.com](http://www.pitboss-grills.com). You can opt-out of receiving such offers and emails at any time and opting-in does not impact your chances of winning.

13. DISPUTE RESOLUTION. Except where prohibited, by participating Sweepstakes entrants agree that: 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 by and construed exclusively in accordance with the laws of the State of Arizona without giving effect to any principles of conflicts of law of any jurisdiction. Entrant agrees that any action at law or in equity arising out of or relating to this Sweepstakes, or awarding of the prizes, shall be filed only in the state or federal courts located in the State of Arizona and entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. Except where prohibited, by participating in this Sweepstakes, each entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or awarding of the prizes, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will any participant be permitted to obtain awards for and 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 limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you.
14. ODDS OF WINNING. Odds of winning a prize will depend upon the number of eligible entries received.

WINNER LIST: For a list of winners, available after **December 1, 2022** send a separate, self-addressed, stamped envelope to Pit Boss Grills Marketing and Brand Management, 8877 N Gainey Center Dr, Scottsdale, AZ 85258. Attn: " NASCAR FAN'S DREAM TAILGATE GIVEAWAY"

15. " Requests must be received no later than **DECEMBER 1, 2022**

THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR

ASSOCIATED WITH INSTAGRAM OR FACEBOOK. IF ENTERING VIA INSTAGRAM OR FACEBOOK,

ENTRANTS UNDERSTAND THAT BY ENTERING, THEY ARE PROVIDING ENTRY INFORMATION TO

SPONSOR AND NOT INSTAGRAM OR FACEBOOK.

**USE OF ENTRANT INFORMATION FOR MARKETING PURPOSES:** Any personally identifiable information collected during an entrant's participation in this Promotion will be collected by Sponsor and used by NASCAR, its affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Promotion as described in these Official Rules and in

accordance with Sponsor's Privacy Policy. NASCAR's Privacy Policy available at: [www.nascar.com/privacy-policy](http://www.nascar.com/privacy-policy).

Opting-in to specific offers and/or requests to receive further communication from NASCAR does not improve one's chances of winning. Entrants also agree to be bound by the Official Rules and decisions of Sponsor, which are final and binding in all respects.