

## HAILIE DEEGAN GRILL GIVEAWAY #2

### 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, National Association for Stock Car Auto Racing, LLC (NASCAR), 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 **June 12, 2023** and will end at 11:59 P.M. (MST) on **July 12, 2023**.

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: **"HAILIE DEEGAN GRILL GIVEAWAY"**

" 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 **July 12, 2023**

6. 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.

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

**Prize(s) –**

One (1) Pit Boss Onyx Edition Savannah XL1  
MSRP \$597 + Shipping

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.

7. 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 receipt of 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.

8. 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.
9. GENERAL: Sponsor, its parent company, affiliates, subsidiaries, retailers, agencies, NASCAR, LLC, its affiliates and each of their respective officers, directors, employees, shareholders, successors, members, assigns and agents (collectively, the "Released Parties") 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.
10. 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 the Released Parties, 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 AND THE RELEASED PARTIES DISCLAIM ALL AND ANY LIABILITY FOR THE ACTUAL PROVISION, QUALITY OR NATURE OF ANY THIRD-PARTY PRODUCT OR SERVICE ACCEPTED BY THE WINNERS.
11. 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.
12. 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.

13. 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 **JULY 12, 2023** send a separate, self-addressed, stamped envelope to Pit Boss Grills Marketing and Brand Management, 8877 N Gainey Center Dr, Scottsdale, AZ 85258. Attn: "HAILIE DEEGAN GRILL GIVEAWAY"

14. Requests must be received no later than **JULY 15, 2023**

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. NASCAR® is a registered trademark of the National Association for Stock Car Auto Racing, LLC. NASCAR, LLC is not a sponsor of this promotion.

**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 may be used by NASCAR, LLC, its affiliates, agents and marketers for purposes of email communications, including, product information, offers and incentives 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.



## STANDARD NASCAR LEGAL COMMENTS 5/19/23

*As a courtesy, some of the following comments/edits have been incorporated in the Official Rules above. However, please ensure all such change(s) are made consistently throughout any additional materials (creative, print, etc.) relating to this promotion. Some comments are not intended to be incorporated in the materials, but are for information/reference.*

*Sponsor to ensure the following comments are incorporated in the appropriate materials associated with this sweepstakes/promotion:*

1. **SPONSOR OF THE PROMOTION:** All rules, waivers and release forms, fine prints on creative materials, etc., must clearly state that “NASCAR, LLC, NASCAR Digital Media, LLC and NASCAR.com are not sponsors of this promotion.” Promotion and any advertising thereof, must clearly communicate the sponsor(s) of the promotion.
2. **RELEASE/WAIVERS:** NASCAR, LLC, and its parent(s), subsidiaries, affiliates, and each of their respective employees, shareholders, directors, officers, members, successors, agents, and assigns must be added to any and all language as released parties in the rules and in any release forms/waivers a winner, guest, and/or participant may sign.
3. **INELIGIBILITY CLAUSE:** NASCAR, LLC, and its parent(s), subsidiaries, affiliates and each of their respective employees, shareholders, directors, officers, members, successors, and agents as ineligible participants to ineligible verbiage.
4. **HOLD HARMLESS CLAUSE:** By accepting prize, winners agree to hold NASCAR, LLC, and its parent(s), subsidiaries, affiliates and each of their respective shareholders, directors, officers, employees, members, agents, successors, and assigns harmless against any and all claims and liability arising out of use of the prize or any other participation in this sweepstakes. Winners assume all liability for any injury or damage caused, or claimed to be caused by participation in this promotion or use or redemption of any prize.
5. **VIP PASSES/TICKETS:** Subject to the standard terms and procedures of NASCAR and subject to NASCAR’s sole discretion.
6. **NASCAR LEGAL LINE:** NASCAR® is a registered trademark of the National Association for Stock Car Auto Racing, LLC.
7. **NCS LEGAL LINE:** The NASCAR Cup Series™ logo and word mark are trademarks of the National Association for Stock Car Auto Racing, LLC.

*Sponsor to ensure the following guidelines have been met:*

8. **APPROVAL OF ALL PROMOTIONAL MATERIALS FOR THIS PROMOTION:** Prior to release of the promotion, **NASCAR legal must review all promotional copy** of/on behalf of Sponsor (i.e., creative, online, radio scripts, ad layouts, etc.) to ensure all materials accurately reflects the official rules; additionally, all final drafts must be submitted for NASCAR Legal’s review before NASCAR Legal can grant approval for use of any NASCAR Marks in the promotion.
9. **THIRD-PARTY APPROVAL:** Sponsor must obtain all rights and approval of third parties involved in the promotion, i.e., tracks (including, the right to give away tickets as a prize, trademark usage, etc.), teams, drivers, other third parties, marks, brands, likenesses, etc.
10. **PREMIUMS USED IN CONJUNCTION WITH THIS PROMOTION:** All premium items (including any used for gift bags) used in connection with this promotion must be NASCAR-licensed, royalty-bearing, and are subject to a separate premium licensing agreement with NASCAR.
11. **LEGAL COMPLIANCE:** Sponsor must ensure that this sweepstakes promotion, and all elements thereof, complies with all applicable federal, state, & local laws, rules, and regulations, including, but not limited to, sweepstakes and/or contest laws and all applicable social media platform terms and conditions (e.g. Facebook Pages Terms).
12. **TITLE OF THIS PROMOTION:** “NASCAR” cannot be used in the title of a sweepstakes in a manner such that it appears that NASCAR is a sponsor of the sweepstakes.
13. **PROMOTION TITLE CONSISTENT:** Title of sweepstakes/contest should remain consistent throughout all materials (official rules, creative, etc.).
14. **TRIVIA QUESTIONS:** All trivia questions and answers must be reviewed and approved by NASCAR prior to release and inclusion in the promotion.
15. **SOCIAL MEDIA REQUIREMENTS:** Sponsor must ensure all Social Media requirements/guidelines are met, including, but not limited to, intellectual property (IP) usage requirements.