BEEF. IT'S WHAT'S FOR DINNER. ULTIMATE GRILLING SWEEPSTAKES

TERMS AND CONDITIONS

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCE OF WINNING. AN INTERNET CONNECTION IS REQUIRED TO ENTER. BY ENTERING, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT. THESE OFFICIAL RULES REQUIRE YOU TO AGREE TO ARBITRATE DISPUTES RATHER THAN GOING TO COURT, GRANT US CERTAIN RIGHTS AND LICENSES, PROVIDE US CERTAIN INDEMNITIES, WAIVE CERTAIN OF YOUR RIGHTS AND REMEDIES, AND LIMIT OUR LIABILITY AND OBLIGATIONS TO YOU. READ THEM CAREFULLY AND DO NOT PARTICIPATE IN THE PROMOTION IF YOU DO NOT AGREE.

- 1. Eligibility: The "Beef. It's What's For Dinner." Ultimate Grilling Sweepstakes (the "Promotion") is open only to legal residents of the United States who are at least eighteen (18) years old or the age of majority in the jurisdiction of their residence ("Entrant(s)").Employees of the National Cattlemen's Beef Association, any advertising, promotional, or other agencies involved in the creation, development, or administration of the Promotion, and any of its or their direct or indirect parent, subsidiary, and affiliate companies, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible to participate or win. The Promotion is void wherever prohibited or restricted by law. All federal, state, and local laws and regulations apply. Participation constitutes your full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Promotion. Winning is contingent upon fulfilling all requirements set forth herein. Entry in the Promotion does not constitute entry into any other promotion, contest, or sweepstakes.
- 2. Administrator and Sponsor: The Promotion is administered by the National Cattlemen's Beef Association, 9110 E. Nichols Ave., Suite 300, Centennial, Colorado 80112 ("Sponsor"). This Promotion is in no way sponsored, endorsed or administered by or associated with Meta, Facebook, or Instagram.
- Timing: The Promotion begins at 8:00am MT on May 24, 2024, and ends at 11:59pm MT on July 7, 2024 (the "Promotion Period"). Sponsor's computer shall be the official time keeping device for the Promotion.
- How to Enter: During the Promotion Period, you will become an Entrant and receive one (1) Entry in the Promotion by fully and accurately completing the entry form found at <u>www.beefitswhatsfordinner.com/little-league</u>.

You may enter once per person/email address during the Promotion Period. All entries must be made by an individual person and the prize can only be awarded to the person who owns/controls the email address from which the winning entry is selected. As a condition of entering the Promotion, you consent to (i) Sponsor obtaining and delivering your name, address and other information to third parties for the purpose of administering the Promotion and complying with applicable laws, rules and regulations, (ii) the collection, storage and use of your personally identifiable information by Sponsor in accordance with its privacy policy, located at https://www.beefitswhatsfordinner.com/about-us-and-site-policies, and as otherwise set forth herein, and (iii) the publication of your name and city should you be selected and confirmed as a Winner. Any communication or information transmitted to Sponsor by electronic mail or otherwise is and will be treated as non-confidential and nonproprietary. Proof of submission is not considered proof of delivery to, or receipt by, Sponsor of such entry.

5. Selection and Verification of Winner: One (1) winner will be selected randomly by Sponsor or its agency on or around July 10, from amongst all eligible entries received during the Promotion Period (a "Winner"). Sponsor's selection of the potential Winners (or alternate(s) if necessary) is final, binding and conclusive in all matters relating to the Promotion.

Odds of winning depend on the number of entries received.

Each potential Winner is subject to verification by Sponsor and is not a winner unless and until that Entrant's eligibility has been verified and Entrant has been notified that verification is complete.

Receiving the Prize is contingent upon compliance with these Official Rules. The potential Winner will be required to execute certain documents, which may include, without limitation, an affidavit of eligibility, liability release, W-9 and, where imposing such condition is permitted, a publicity release (collectively, "Prize Claim Documents"), and return such executed documents to Sponsor within the time period specified. If a potential Winner cannot be contacted, does not wish to accept the Prize, or fails to sign and return the Prize Claim Documents within the specified time period, that potential Winner forfeits the Prize and an alternate Winner may be selected by random drawing from among all other eligible Entrants. Return of any prize notification as undeliverable will result in disqualification and an alternate winner may be selected.

6. **Prizes:** One (1) Prize will be awarded. Prize consists of a Pit Boss Sportsman 820 Wood Pellet Grill and *Beef. It's What's For Dinner*. Prize Pack. ARV of Prize is \$550.00.

Winner will be responsible for income tax based on the value of the Prize and may receive an IRS Form 1099.

The Prize is awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. No cash equivalent unless required by law and prize is non-transferable. No substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the Prize should become unavailable for any reason.

7. **Release and Force Majeure**: By participating in the Promotion, you agree to be bound by these Official Rules and the decisions of Sponsor. By submitting an entry, you represent and warrant that all of the information provided as part of your entry is accurate, does not violate any third party's legal rights (including, without limitation, rights of privacy and publicity) and otherwise does not violate applicable law.

By participating in the Promotion, you hereby agree to release and hold harmless Sponsor, Pit

Boss Grills, Little League Baseball, Incorporated, and each of their respective direct or indirect parents, subsidiaries, affiliates, related entities, volunteers, suppliers, distributors, advertising/promotion agencies and each such company's officers, directors, equityholders, employees, contractors, and agents (collectively, the "Released Parties") from and against any and all losses, liability, illness, injury, claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt, possession, use or misuse of the Prize.

The Released Parties assume no responsibility for any damage to your, or any other person's, computer system which is occasioned by participating in the Promotion, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or notifications, or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites or other connections, or for miscommunications, failed, jumbled, scrambled, delayed or misdirected computer, telephone or cable transmissions, or for any technical malfunctions, failures, difficulties or other errors of any kind or nature, or for the incorrect or inaccurate capture of information, or the failure to capture any information.

In the event Sponsor is prevented from awarding the Prize or continuing with the Promotion as contemplated herein by any event beyond its control, including, but not limited to, fire, flood, natural or man-made disaster, epidemic, pandemic, or other public health emergency, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, rule, regulation or order, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then, subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend or terminate the Promotion. If the Promotion is terminated before the end of the Promotion Period, Sponsor will (if possible) select the Winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each Entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by duly authorized representatives of Sponsor. The invalidity or unenforceability of any provision of these 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 shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

 Publicity: Except where prohibited, participation in the Promotion constitutes Entrant's consent to Sponsor's and its agents' use of Winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes worldwide, in perpetuity, in any and all media, manner, and formats now known or hereafter devised, without further payment or consideration.

- 9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the Prize to a randomly-selected Entrant from among all eligible Entrants up to the time of the 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 Promotion or to be acting in violation of these Official Rules. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages 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.
- 10. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by any Entrant or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Promotion or receipt or use or misuse of the Prize. No more than the stated number of prizes will be awarded.

11. Choice of Law, Venue, and Waiver of Jury Trial and Class Action

•This Promotion and these Official Rules, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of, or relate to this Promotion or these Official Rules, shall be governed by, and enforced in accordance with, the internal laws of the State of Colorado.

ANY LITIGATION BASED ON THIS PROMOTION OR THESE OFFICIAL RULES SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE STATE COURTS OF THE STATE OF COLORADO THAT ARE LOCATED IN DENVER, COLORADO. EACH PARTY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH LITIGATION BY THE MAILING OF COPIES THEREOF BY CERTIFIED MAIL, POSTAGE PREPAID, RETURN RECEIPT REQUESTED, TO SUCH PARTY'S ADDRESS. SUCH SERVICE SHALL BECOME EFFECTIVE 10 DAYS AFTER SUCH MAILING.

EACH PARTY HERETO KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING UNDER THIS PROMOTION OR THESE OFFICIAL RULES.

•THE PARTIES AGREE THAT ANY CLAIMS WILL BE ADJUDICATED ON AN INDIVIDUAL BASIS, AND EACH WAIVES THE RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, OR OTHER JOINT ACTION WITH RESPECT TO THE CLAIMS. 12. Winners List: For the Winners' names, send a stamped, self-addressed envelope to: Winners' List, National Cattlemen's Beef Association, 9110 E. Nichols Ave., Suite 300, Centennial, Colorado 80112. Requests must be postmarked no later than July 31, 2024.