

**Bush's Manning the Grill Contest
Official Rules**

NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.

BY ENTERING THE CONTEST, ENTRANT AGREES TO THESE OFFICIAL RULES.

- 1. SPONSOR:** Bush's Brothers and Company, 1016 E Weisgarber Rd., Knoxville, TN 37909 ("Sponsor").
- 2. ADMINISTRATOR:** Arrowhead Promotion & Fulfillment Co., Inc., 1105 SE 8th St, Grand Rapids, MN 55744 ("Administrator").
- 3. ELIGIBILITY:** BUSH'S MANNING THE GRILL CONTEST (the "Contest") IS OPEN AND OFFERED ONLY TO LEGAL RESIDENTS OF THE CONTINENTAL UNITED STATES AND DISTRICT OF COLUMBIA, WHO ARE 18 YEARS OF AGE AND OLDER OR WHO HAVE REACHED THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE. Employees, officers, and directors of Sponsor, Administrator and each of their respective parent entities, subsidiaries and affiliated companies (collectively, "**Contest Entities**"), as well as advertising, sweepstakes, or production agencies or partners (and their respective dependents, immediate family members, including children, spouse, parents, siblings, step-parents, step-children, step-siblings and their respective spouses, regardless of where they reside, and individuals residing in their same household at least three (3) months a year, whether or not related) are not eligible to participate or win. Entry into the Contest does not constitute entry into any other contest or sweepstakes. The Contest shall be subject to all applicable federal, state, municipal, and local laws and regulations and these official rules ("**Official Rules**"). By entering, all entrants agree that they have read these Official Rules and agree to abide by and to be bound by the terms and conditions of the Official Rules and the decisions of Sponsor which shall be final and binding in all respects. False and/or deceptive entries or acts shall render entrants ineligible.
- 4. ENTRY PERIODS:** The Contest begins on June 7, 2023 at 6:00AM CST and ends on June 28, 2023 at 11:59PM CST ("Contest Period"). The Administrator's database clock is the official timekeeper for this Contest.
- 5. HOW TO ENTER:** During the Contest Period, visit BushsManningtheGrill.com (the "Website") to complete and submit an official entry form, including the upload of your contest video explaining why you, your dad, mentor, or father-figure could use a hand "Manning the Grill" in a 30-second video. All entries must be received by 11:59 PM CST on June 28, 2023.
- 6.**

- 7. ENTRY CONTENT RESTRICTIONS:** Entries must not be longer than 30 seconds and must not contain material that:
- a) Violates or infringes another's rights, including without limitation, privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
 - b) Promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - c) Contains or promotes illegal, indecent or unsafe behavior or situations, profanities or obscenities, including but not limited to use of firearms/weapons/ammunition, nudity, gambling, or pornography, or is otherwise inappropriate, indecent, profane, obscene, violent, hateful, tortuous, slanderous or libelous;
 - d) References persons or organizations without their written permission other than that of Sponsor;
 - e) Disparages any persons or organizations;
 - f) Includes threats to any person, place, business, or group;
 - g) Is in violation of or contrary to all applicable federal, state, municipal or local laws and regulations;
 - h) Contains anything that is determined to be inconsistent with Sponsor's reputation or damage or diminish the goodwill of the Released Parties (defined below in Section 11), as determined by such entities solely in their respective discretion.

Failure of any Entry to comply with the above "**Entry Content Restrictions,**" as determined by Sponsor, in its sole discretion, may result in disqualification of Entrant. Without limitation, Sponsor reserves the right in its sole discretion to disqualify any Entry that, at its sole opinion, refers, depicts or in any way reflects negatively upon the Sponsor the Contest or any other person or entity, does not comply with these Official Rules or if Sponsor receives notification about any potential infringements or breaches of law or any other reason set forth herein. Entries must be suitable for presentation in a public forum, in the sole determination of Sponsor.

- 8. Judging Criteria and Winner Selection:** From about June 29, 2023 through July 17, 2023, all eligible Entries received during the Promotion Period will be judged by members of Released Parties using the following judging criteria and percentages: Passion for Bush's Baked Beans (40%); Originality (30%) and Personality (30%) (Collectively, the "Judging Criteria"). The top twenty-one (21) Submissions with the highest scores using the Judging Criteria will be deemed Finalists, and be re-judged using the Judging Criteria, with the submission with the top score being deemed the Grand Prize winner. In the event of a tie, the Entry with the highest score in passion for Bush's criteria, will be deemed the Finalist/winner from among all tying Submissions. Potential Finalists will be contacted via email or telephone on or about July 21, 2023. THE POTENTIAL GRAND PRIZE WINNER IS

SUBJECT TO VERIFICATION BY ADMINISTRATOR AND SPONSOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. Released Parties shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason, or for any entrant who changes his/her contact information. If your Submission is not selected as a potential winner, you will not receive a notification.

Potential Grand Prize Winner must meet all eligibility requirements and may be required to provide proof of identification and/or sign an affidavit of eligibility, and/or a publicity and liability release (to the extent permitted by law), or any such other documents as Sponsor deem necessary, in their sole discretion (collectively, the "**Prize Claim Documents**"). If any notification or attempted notification is returned as undeliverable, or if any notifications are not responded to in the required timeframe, the prize will be forfeited and may be awarded to an alternate Winner. By accepting a prize, the Winner represents and warrants they are in compliance with these Official Rules.

At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate Winner may result from any of the following: [a] potential Winner's failure to respond to initial notification within forty-eight (48) hours after its transmission; [b] the failure of notification due to deactivation of the potential Winner's Account prior to receipt of notification; [c] potential Winner's failure to respond to Sponsor's or Administrator's phone call or e-mail winner notification; [d] potential Winner's Entry fails to comply with the Entry Content Restrictions set forth in Section 6 above; [e] potential Winner's failure to provide Sponsor with satisfactory proof of age, identity and residency; [f] potential Winner's failure to execute and return the Prize Claim Documents within three (3) days after they are e-mailed or mailed (if required) to the potential Winner; and [i] any other non-compliance with these Official Rules. In the event of prize forfeiture, the Sponsor may, in its sole discretion, award or not award the forfeited prize to an alternate Winner. Once the potential Winner has completed all requirements in these Official Rules and been verified by Sponsor and/or Administrator, they will be declared a Winner. **Odds of winning depend on the total number of eligible Entries received during Contest Period.**

9. **WINNER AND WINNER NOTIFICATION:** One (1) potential Grand Prize winner and Twenty (20) Secondary Prize winners will be contacted by Administrator via phone or e-mail, using the contact information provided in the contest entry, on or about July 21, 2023.

10. **PRIZES:**

One (1) Grand Prize: One (1) Manning the Grill Contest winner will receive: (i) two game tickets for the winner and a guest to a college football game in Knoxville TN, ARV \$300; (ii) round trip economy class air transportation between major commercial airport nearest Grand Prize Winner's residence and Knoxville, TN. ARV \$1,100; two (2) nights hotel accommodations at a hotel designated by Sponsor (one (1) standard double

occupancy room and tax only), ARV \$600; game tickets and entrance to the tailgate (to take place in a location selected by Sponsor in the Knoxville, TN area at a time prior to or after the game) with Peyton for up to 10 additional guests (travel not included), ARV \$1,500, a meet-and-greet with Peyton Manning, a year's supply of Bush's Baked Beans, ARV \$200 and a Victory 3-Burner Propane Gas Grill with Infrared Side Burner, ARV \$1,000. Total ARV: \$4,700.00

- *A one (1) year supply of Bush Baked Beans, where a one-year supply is defined as an average consumption rate of one (1) 15oz can/week with an average retail price of \$3.59/each (52 x \$3.59)*

Twenty (20) Secondary Prizes: Twenty (20) secondary winners will receive: BBQGuys BBQ Rub Variety Pack, ARV \$60; BBQGuys Signature 3 in 1 Burger Press, ARV \$15; BBQGuys Swag T-Shirt, ARV \$20, Bush's swag; ARV \$100, and a Magma Crossover base and grill topper from BBQGuys; ARV \$800. Total ARV: \$995.00

Total ARV of all prizes being awarded: \$24,600.00

- 11. PRIZE CONDITIONS:** All federal, state and local taxes on prize are the sole responsibility of the winner. Prizes consist of only the items specifically listed as the prize. No substitutions of prize, except as provided herein. Please allow 4-6 weeks for delivery.

In the event a prize or prize element cannot be awarded as stated, that prize or element will not be awarded. Costs and expenses associated with prize acceptance and use not specifically stated herein as being provided are the sole responsibility of each Winner. Prizes are not redeemable for cash and are subject to availability, non-transferable, non-negotiable, non-refundable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserve the right to substitute a prize (or any element thereof) for one of equal or greater value for any reason. . In the event, for whatever reason, the game is cancelled and/or Peyton Manning is not available to attend the Tailgate Party stated herein, that/these portion(s) of the Grand Prize will not be provided and no additional compensation will be provided. Grand Prize winner and guest must travel on dates determined by Sponsor ("Designated Travel Dates"). In the event the Grand Prize Winner cannot travel on Designated Travel Dates stated herein, the Grand Prize Winner will be disqualified, and the next highest scoring Entry may be deemed the Grand Prize Winner. Tailgate Party attendees are solely responsible for any and all air and ground transportation, lodging, parking, tolls, gasoline, mileage, meals and personal incidentals required to attend the Tailgate Party and/or game.

The specifics of all elements of the Grand Prize stated herein shall be solely determined by Sponsor. Sponsor will have no further obligation to the Grand Prize Winner who has been disqualified and will not replace any disqualified prize. No transfer or assignment of the Grand Prize permitted. Cash substitution is not allowed. Grand Prize Winner is solely responsible for all taxes on the Grand Prize as applicable. The Grand Prize Winner will be required to provide his/her Social Security number to Sponsor or its designated agent for tax reporting purposes and will be issued a 1099 form for the value of the prize. Grand

Prize Winner is solely responsible for any and all expenses and incidental travel costs not expressly stated in the Grand Prize Trip description herein, including but not limited to, ground transportation between winner's residence and airport of departure, ground transportation while in Knoxville, TN, overnight stays en route to destination, gratuities, souvenirs, insurance, travel upgrades, baggage fees, and personal incidentals. All Grand Prize Trip details not specified in the Official Rules will be determined in Sponsor's sole and absolute discretion. Selection of airline and departure airport are solely within Sponsor's sole discretion. Grand Prize Winner is responsible for any air travel taxes and/or expenses, including applicable departure taxes or fees, and security charges. Once issued, airline tickets are nontransferable and may not be reissued. Travel arrangements must be made through Sponsor and arrangements are subject to air travel, availability and other prize and travel restrictions. All Grand Prize travel elements must be redeemed at the same time. The actual value of the Grand Prize may vary based on various factors, including fluctuations in price for airfare and/or accommodations, and distance between the point of departure and the destination. In the event the Grand Prize Winner resides within one hundred twenty (120) miles from Knoxville, Tennessee, the Grand Prize Winner will be provided with round-trip ground transportation between Grand Prize Winner's residence and Knoxville, TN; and no compensation will be provided in lieu of the difference in value between the round-trip ground transportation and round-trip air transportation. Grand Prize Trip may be subject to certain other restrictions, including without limitation blackout dates, availability, capacity controls, and other restrictions. Sponsor's Designated Travel Dates are subject to change. Sponsor will attempt to accommodate Grand Prize Winner's preferred itinerary, but all itineraries and specifics thereof will be at Sponsor's sole discretion. No changes to travel arrangements will be permitted once any element of the Grand Prize-related travel is booked. Sponsor will not replace any lost or stolen tickets, travel vouchers, or certificates once delivered to the Grand Prize Winner. Travel is subject to any additional terms and conditions set forth in these Official Rules and those set for by Sponsor's air travel and prize suppliers, availability may vary, and material restrictions may apply. Airline tickets issued in conjunction with the Grand Prize are not eligible for upgrades, frequent flyer miles, or any other promotional benefit. No stopovers are permitted on Grand Prize-related tickets; if a stopover occurs, any outstanding portions of a Grand Prize will immediately terminate and that Grand Prize Winner will be charged the full fare for the remaining trip segment, including return travel. No refund or compensation will be made if a flight is canceled or delayed. Any unclaimed and/or unused portion of a Grand Prize will be forfeited upon travel completion and will remain the property of Sponsor. In the event an element of a Grand Prize is not available, Sponsor may substitute an element of equal or greater value. Guest must be twenty-one (21) years of age or older unless Guest is the child or ward of the Grand Prize Winner and must travel on the same itinerary on the Designated Travel Dates. A Grand Prize Winner will not be awarded additional compensation if winner travels without an eligible Guest. Grand Prize Winner and his/her Guest must have a valid U.S. Government issued Identification, and must meet all other requirements imposed by law, air carrier and/or other transportation companies in order to travel. Sponsor and Travel Providers shall not be responsible for any cancellations, delays, diversions or

substitution or any act or omissions whatsoever by the air carriers or other transportation companies or any other persons providing any of these services and accommodations to passengers, such as changes in services or accommodations necessitated by same. Sponsor and Travel Providers shall not be liable for any loss or damage to baggage or other items. If the Grand Prize Winner is unable to or cannot otherwise fully enjoy the Grand Prize due to any reason, Sponsor shall have the option at its sole discretion of being relieved of liability for fulfillment of the Grand Prize award, and no other compensation in lieu of the Grand Prize will be awarded. All travel and entry to event and/or tailgate party venue is subject to any and all restrictions instituted by the Department of Defense and/or Department of Homeland Security, The Centers for Disease Control and federal, state and local health departments, as required and if borders are closed due to COVID/any pandemic, Sponsor is not responsible. All travelers must agree to abide by the latest travel guidelines/requirements at time of travel. All travelers must also pass any required medical testing (at their own expense) and comply with any additional requirements, at any time, that may be required or recommended by any government agency, airline, or Sponsor, including without limitation, passing one or more COVID-19 antigen and screening tests, and testing negative for COVID-19 or having been vaccinated and boosted against COVID-19. Travelers may also be required to execute any assumption of risk and/or other documents relating to personal injury and/or COVID-19 or he/she may not be permitted to travel or participate in an excursion. Sponsor, Administrator and the Released Parties are not responsible for any theft, personal injury, illness and/or death that could take place during a Grand Prize Trip, including but not limited to exposure to viruses associated with the COVID-19 pandemic and other communicable diseases. Grand Prize Winner and Guests must comply with all Stadium rules, regulations and restrictions. Grand Prize Winner, Guest and Tailgate party guests must comply with all Tailgate party venue rules, regulations and restrictions. Grand Prize Winner and Guest are responsible for obtaining their own medical and life insurance and the associated costs. Guests may be required to sign liability and (to the extent permitted by law) publicity releases in order to travel and/or attend tailgate.

The Released Parties make no warranties, and hereby disclaim any and all warranties, express or implied, concerning each prize furnished in connection with the Contest. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND RELEASED PARTIES HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest promotional materials and the terms and conditions of these Official Rules, these Official Rules shall prevail and govern.

12. **PRIVACY POLICIES AND DATA COLLECTIONS:** Information provided by you for this Contest during the entry process is subject to Sponsor's privacy policy located at https://www.bushbeans.com/en_US/privacy-policy. Please see the full Privacy Policy for

details. Entrant's personally identifiable information is not shared with third parties unless we give prior notice and choice. We do not rent, disclosed or share personal information or aggregated demographic information with our partners and advertisers. Though we may use an intermediary to conduct promotions, they may not use entrant's personally identifiable information for any secondary purposes. By participating in the Contest, you hereby agree to Sponsor's collection and usage of your personal information and acknowledge that you have read and accepted Sponsor's privacy policy. By entering this Contest, each Entrant agrees that the Sponsor and/or Administrator has the right to contact the Entrant via the information provided within the Entry in order to administer and fulfill this Contest.

- 13. CONDITIONS OF PARTICIPATION:** By entering this Contest and/or accepting a prize you may win, you agree, represent and warrant that: [a] you will be bound by these Official Rules and the Sponsor's decisions, which shall be final in all respects; [b] the Entry will not be acknowledged or returned; [c] you acknowledge and agree that your Entry may be included in Sponsor's commercial materials, including Sponsor's web site and/or social media platforms; [d] you release, indemnify and hold harmless the Contest Entities, subsidiaries and affiliated companies, advertising and promotion agencies, any companies who are promotional participants or prize providers, their affiliated companies, and all of their respective officers, directors, members, employees, representatives and agents (collectively, the "**Released Parties**") from any and all liability for claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of a prize; participation in the Contest or any Contest-related activity, or from any interaction with, or downloading of computer information; [e] the Released Parties do not make any representation, warranty or guarantee, express or implied, relating to the Contest or the prizes; [f] a Winner's acceptance of a prize constitutes the grant to Sponsor and assignment of an unconditional right to use said Winner's name, address (city and state only), voice, likeness, photograph, biographical and prize information, statements about the Contest and/or live and taped performances of interviews for any programming, publicity, advertising and Contest purposes without additional compensation, except where prohibited by law; [f] in the event viruses, bugs, unauthorized human intervention, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters beyond the Sponsor's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of the Contest, so that it cannot be conducted as originally planned, Sponsor has the right, in its sole discretion, to modify the Official Rules or to cancel, modify, terminate or suspend the Contest; and in such event, to select potential Winners by such method as Sponsor, in their sole discretion, shall consider equitable from all eligible Entries received prior to such termination or suspension; [g] the Released Parties are not responsible for failed, partial or garbled computer transmissions, or for technical failures of any kind, including but not limited to electronic malfunction or damage of any network, hardware or software and

for typographical or other errors in the offer or administration of this Contest, including but not limited to: human errors, errors in the advertising, these Official Rules, selection and announcement of the Winners and distribution of the prizes; [h] the Released Parties are not responsible for any inability of the Winner to accept or use a prize (or any portion thereof) for any reason; [i] Sponsor has the right to modify prize award procedures at its sole discretion; [j] the Released Parties are not responsible for changes to internet platforms or programs that may interfere with the Contest or your ability for timely entry; [k] you acknowledge that you are solely responsible for any actions, claims or liabilities of your Participant(s) related to any Contest -related activity; and [l] Released Parties are not responsible for any failure of delivery of potential Winner notification.

- 14. LIMITATIONS ON LIABILITY:** Released Parties are not responsible for illegible, lost, late, damaged, destroyed, inaccurate, delayed, incomplete, unintelligible, non-delivered, misdirected, stolen Entries; or for incomplete, inaccurate, lost, interrupted or unavailable network, satellite, telephone networks or lines, cellular towers or equipment (including handsets), computer on-line systems, computer equipment, software, viruses or bugs, servers or providers, or other connections, availability or accessibility; or for unauthorized access to, or alteration of Entries; or miscommunications, failed computer, telephone, cellular, satellite, or cable transmissions, lines or other technical failure; or for jumbled, scrambled, delayed, or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties; or for any other errors of any kind, whether human, technical, mechanical, electronic or network, including, without limitation, any errors which may occur in connection with the administration of the Contest or in any Contest-related materials; or for the incorrect or inaccurate capture of Entry or other information, or the failure to capture any such information. Persons who tamper with or abuse any aspect of the Contest or Account used, as solely determined by the Sponsor, will be disqualified (and all associated Entries will be void), and Sponsor reserve the right to terminate such Entrant's eligibility to participate in this or any other Contest offered by Sponsor. Released Parties are not responsible for injury or damage to Entrants' or to any other person's computer, electronic device or mobile device related to or resulting from participating in this Contest. Without limiting the release provided above, and for greater certainty, Released Parties will not be liable for (a) any incomplete or inaccurate information, whether caused by wireless device users or by any equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the processing of Entries; (b) the theft, destruction or unauthorized access to, or alteration of, Entries; (c) any problems with or technical malfunctions of telephone networks or lines, computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (d) any failure of any message to be received by or from Sponsor for any reason including but not limited to traffic congestion on the Internet or wireless waves or at any website or combination thereof; or (e) damage to an Entrant's or other person's system or equipment occasioned by participation in this Contest.

15. DISPUTES: Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest, or the prizes awarded, other than those concerning the administration of the Contest or the determination of the Winners, shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and Entrant 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Tennessee, without giving effect to any choice of law or conflict of law rules (whether of the State of Tennessee or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Tennessee.

16. WINNERS' LIST/OFFICIAL RULES: For an official Winners' list (available after August 1, 2023) send a self-addressed, stamped envelope to: **Bush's Manning the Grill Contest – WINNERS' LIST**, c/o Arrowhead Promotion & Fulfillment Co., Inc., 1105 SE 8th Street, Attn: Dept. S9037 Grand Rapids, MN 55744. Residents of Vermont may omit return postage on all requests.