

21-FIREDISC-0317 - Website Maintenance Retainer / April 2020

OFFICIAL RULES

THE SWEET AS A PEACH MOTHER'S DAY SWEEPSTAKES PRESENTED BY FIREDISC®  
OFFICIAL RULES

**One grand prize winner will receive a FIREDISC® Ultimate Backyard Bundle, Hopper Flip 12 aquifer blue soft cooler, two (2) FIREDISC Yeti tumblers; Women's Java Toadz™ 2.5 jacket; Women's Java lace-up shoe; Hoyser Country Blend coffee pack; Gift Box of 12 peaches with preserves. Total ARV of Grand Prize \$1,326.**

NO PURCHASE NECESSARY TO ENTER OR WIN, NOR WILL MAKING A PURCHASE INCREASE YOUR CHANCES OF WINNING.

**Eligibility:** In order to participate in the FIREDISC® Sweet as a Peach Mother's Day Sweepstakes (the "Sweepstakes" or the "Promotion"), you must be at least eighteen (18) years of age and a legal U.S. resident who resides in one of the fifty (50) United States or the District of Columbia (Promotion void elsewhere). Employees and directors of Texas Custom Grills, LLC dba FIREDISC Cookers. ("Sponsor"), and their respective subsidiaries, affiliates, distributors, retail dealers, advertising and promotional agencies, and printing vendors ("Sweepstakes Entities") (and their immediate family members or those living in the same household with such individuals), are not eligible to participate. Sweepstakes is and shall hereafter be subject to all applicable federal, state, and local laws. Immediately upon submission, all entries become the property of the Sponsor and will neither be acknowledged nor returned other than as herein described. By entering, each entrant (the "Entrant") acknowledges acceptance of and compliance with these official rules (the "Official Rules").

**How to Enter:** There is one (1) way to enter:

**Method #1: Visit [www.firediscscookers.com](http://www.firediscscookers.com)** and follow all entry instructions to create a firediscscookers.com user account. Online entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy.

PLEASE NOTE: By entering the Sweepstakes via the online entry method, the entrant consents to receive, and grants the Sponsor permission to send to him/her, future email communications regarding services, incentives, offers, promotions, or other messaging related to the Sponsor's services. In each future email communication, the entrant will have the opportunity to opt-out to avoid receiving further email communications. To enter the sweepstakes without providing consent to future email communications from Sponsor, please use the mail-in entry method described below. By entering and providing the required entry information, entrants acknowledge that the Sponsor Personal information collected from entrants is subject to the Sponsor's Privacy Policy, which can be found at [www.firediscscookers.com](http://www.firediscscookers.com). By entering and providing the required entry information, entrants acknowledge that the Sponsor may also send information, samples, or special offers it believes may be of interest to entrant, or other information or goods offered by its marketing partners.

By entering and providing the required entry information, entrants acknowledge that the Sponsor Personal information collected from entrants is subject to the Sponsor's Privacy Policy, which can be found at [www.firedisccookers.com](http://www.firedisccookers.com). Limit one (1) online entry per person or Facebook account regardless if the entrant has more than one (1) account or email address.

PLEASE NOTE: By entering the sweepstakes via the mail-in entry method, the entrant will not receive future email communications from the Sponsor with the exception of email communications relating directly to the administration of this sweepstakes (e.g., winner's notice) unless the entrant has consented through other means to receiving such communications or has an established business relationship with Sponsor, which permits such communications. The Sponsor is not responsible for lost, late, illegible, corrupted, or misdirected entries. **Limit one (1) entry per person or e-mail address regardless of method of entry and regardless if the entrant has more than one (1) email address.**

**Prize/Approximate Retail Value ("ARV")/Odds:**

**Grand Prizes:** Grand Prizes will be awarded a FIREDISC® Ultimate Backyard Bundle; Hopper Flip 12 aquifer blue soft cooler; 2 FIREDISC® Yeti tumblers; Women's Java Toadz™ 2.5 jacket; Women's Java lace-up shoe; Hoyser Country Blend coffee pack; and a gift box of 12 peaches with preserves. Total ARV of each Grand Prize \$1,326.

Odds of winning depend on the number of eligible entries received.

**Random Drawing/Winner Notification:** The Grand Prize winner will be selected in a random drawing from among all eligible online and mail-in entries received. Drawing will take place at the offices of an independent agent of the Sponsors whose decisions are final.

**The Grand Prize winner will be notified by email and confirmed in writing, and will be required to sign and return, within ten (10) days of winner notification, an Affidavit of Eligibility, a Liability Waiver, and where allowable, a Publicity Release (collectively, "the Releases"). For a prize of \$600 or more in value, the winner's social security number or taxpayer I.D. will be required in order to issue a Form 1099-MISC showing prize ARV as income to the winner. The Prize will be awarded within approximately Fourteen (14) days after the winner is verified.**

**Prize Conditions and Limitations:** The prize package will be awarded within approximately fourteen (14) days after the winner is verified. If a prize notification or prize is returned as undeliverable, or if the winner is found to be ineligible or not in compliance with these rules that winner will be disqualified, and the prize will be awarded to an alternate winner in a separate random drawing.

If a winner is otherwise eligible under these Official Rules but is nevertheless deemed a minor in his or her state of primary residence, the prize will be awarded in the name of the winner's parent or legal guardian who will be required to execute and return the Releases on minor's behalf. If the Releases are returned as undeliverable or if the selected winner cannot accept or

receive the prize for any reason, or he/she is not in compliance with these Official Rules, the prize will be forfeited and an alternate winner will be selected in a separate random drawing.

Taxes on prizes are the sole responsibility of the winner. The prize is not redeemable for cash. The prize is non-assignable or transferable. No substitution is permitted except in Sponsor's sole discretion, in which case a prize of equal or greater value will be awarded. No cash in lieu of prize and no exchange or substitution of prize, except at the sole discretion of the Sponsor. Any other incidental expenses on the prize not specified herein are the winner's sole responsibility. In no event shall more prizes be awarded than the number stated in the "Prizes" section above.

**Publicity Release:** Acceptance of a prize constitutes permission from the winner to the Sponsor and its agencies to use such winner's image, name, voice, and/or likeness, for FIREDISC®'s marketing, advertising, and publicity purposes in any media format worldwide, without further compensation, except where such use is prohibited by law.

**Release:** By entering, each entrant agrees to hold harmless and indemnify the Sweepstakes Entities against any and all liability, damages, or causes of action (however named or described) due to any injuries, theft, damages, or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from (a) acceptance, receipt, possession, misuse, or use of any prize; (b) participation in any Sweepstakes-related activity or participation in this Sweepstakes; (c) any malfunction of the entry website; (d) any error in the collection or retention of entry information; or (e) any typographical or other error in the printing, offering or announcement of any prize. Winner assumes all liability for any injury or damage caused or claimed to be caused, by participating in this Sweepstakes or use or redemption of any prize. All merchandise prizes are awarded "as is" with no at-law or implied warranties whatsoever. By participating in this promotion, entrants agree to be bound by these Official Rules and the decisions of the Independent Sweepstakes Administrator.

The Sponsor is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with, or utilized in, this Promotion, or by any technical or human error which may occur in the processing and/or transmissions in the Promotion. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, or unauthorized access to, or alteration of, entries. The Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email due to technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to participants or to any other person's computer related to, or resulting from, participating in or downloading of materials in this Promotion. If, for any reason, the Promotion is not capable of running as planned, including, without limitation, infection by computer virus, bugs, worms, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Sponsor which may corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion,

Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion, without individual notice, and select winners from all entries received up to the time of termination. Any person attempting to defraud or in any way tamper with the mechanics or logistics of this Promotion will be declared ineligible and may be prosecuted to the full extent of the law.

**DISPUTES/CHOICE OF LAW:** Except where prohibited, each entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in TEXAS, (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (3) no punitive, incidental, special, consequential, or other damages, including without limitation, lost profits, may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. TEXAS law, without reference to choice of law rules, governs the Sweepstakes and all aspects related thereto.

**Privacy:** By entering and providing the required entry information, entrants using the online method of entry acknowledge that the Sponsor may send email communications relating to information, samples, or special offers it believes may be of interest to entrant, or other information or goods offered by its marketing partners. Personal information collected from online entrants is subject to the Privacy Policies of the Sponsor which can be found at [www.firedisc-cookers.com](http://www.firedisc-cookers.com).

**Sponsor:** FIREDISC, 16840 Barker Springs Road, Suite 300 Houston, TX 77084

**Independent Sweepstakes Administrator:** FIREDISC, 16840 Barker Springs Road, Suite 300 Houston, TX 77084

**Void where restricted or prohibited by law.**