

Native Grill & Wings GridIron Classic Sweepstakes

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASING A PRODUCT DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING SWEEPSTAKES IS VALID ONLY IN AZ, IL AND TX, AND IS OPEN ONLY TO QUALIFIED PERSONS (AS DEFINED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED. DO NOT PARTICIPATE IN THE SWEEPSTAKES IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.

Sweepstakes Name: Native Grill & Wings GridIron Classic Sweepstakes (the "Sweepstakes").

Sweepstakes Dates: Sweepstakes registration is scheduled to begin at 12:00:00am Eastern Time ("ET") on **8/22/22** and end at 11:59:59pm ET on **2/8/23** (the "Registration Period"). The Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void outside of AZ, IL and TX, and wherever prohibited or restricted by law.

Who may Enter: Sweepstakes is open only to legal U.S. residents of AZ, IL and TX, who are age 21 or older as of date of entry, and have a valid U.S. driver's license or government issued photo ID, except the following persons who are not eligible to enter or win:

- (a) Employees, officers, and directors of participating **Native Grill & Wings** ("Sponsor"), **Fetch Media & Marketing, LLC** (the "Sweepstakes Administrator"), and each of the foregoing's respective franchisees, owners, employees, contractors, parents, affiliated companies, subsidiaries, distributors, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this promotion (collectively, "Released Parties"), and the members of the immediate families or households, whether or not related, of any of the above. "Immediate family members" includes, for purposes of this promotion, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grandchildren (including step grandchildren) and each of their respective spouses, regardless of where they reside.

How to Enter:

1. **Online Entry:** Visit www.NativeWings.com during the Registration Period, and connect to the Contest registration page. Follow the online instructions provided to complete the online registration page with all required information including your name, valid email address, phone number (*including area code*), and favorite Native Grill location. After having read and agreed to these Official Rules, click the submit button to submit your online entry. All entries must be fully complete with all required information and must be received at the latest by 11:59:59 pm ET on **2/8/23** to be eligible. Any entry submitted with an invalid email address or other inaccurate, incomplete, or incorrect information will be disqualified.

Any available opt-in opportunities are not required to enter the Sweepstakes, and opting-in will not improve your chances of winning. By participating and submitting an entry, contestant agrees that sponsor and participating parties are authorized to contact entrant via email, text, phone or any other form of media to make contestant aware of information pertinent to the Sweepstakes, and to distribute information regarding the Sponsor(s) featured products, special events or future contests, promotions or offers. Contestants may opt-out of any further email/text communication at any time by simply replying REMOVE to any email message, or following the provided opt-out instructions.

Maximum of one entry per person per day. Any incomplete or illegible entries will be disqualified. Released Parties are not responsible for lost, late, misdirected, illegible, incomplete, invalid, unintelligible, damaged, or for entries submitted in a manner that is not expressly allowed under these rules, or for any entry not submitted or received due to any technical error or failure, unauthorized human intervention, inaccurate capture or mis-entry of any required information, or the failure to capture any such information for any reason including programming or technical errors, or effects of hackers or failure of any electronic equipment, computer or cellular transmissions and/or network connections; all of which will be disqualified.

Each participant must submit an entry on his/her own behalf. Any entry submitted on behalf of another individual or using another person's email address, name or phone number will be disqualified and ineligible to claim any prize. Any attempt by any participant to obtain more than the stated number of entries allowed by using same, multiple/different mobile numbers, identities, or any other methods void that participant's entries and that participant may be disqualified. No mechanically reproduced or automated entries permitted. Use of any automated system to participate is prohibited and will result in disqualification and all such entries will be deemed void. All entries received become the property of the Sponsor and will not be returned.

In the event of a dispute as to any online registration, the authorized account holder of the email address used to register will be deemed to be the registrant and he/she must be eligible according to these Official Rules. The

“authorized email account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

By registering to enter the Sweepstakes, you affirm that you have read and accepted these Official Rules. All entrants agree to be bound by and abide by the official rules of the Sweepstakes.

Winner Selection & Notification: Sponsor shall conduct weekly random drawings from among all eligible entries received from all entry methods combined on or about 8/29/22 through 10/31/22 for Phase 1 and daily random drawings from among all eligible entries received from all entry methods combined on or about 11/1/22 through 2/8/23 for Phase 2, to select a total of:

Phase One – (8/22/22-10/31/22)

- Pair of Arizona Cardinal Game Tickets (10 pairs, 20 tickets total) – 10 winners

Phase Two – (11/1/22-2/8/23)

- One (1) grand prize winner;
- One (1) first prize winner;
- One (1) second prize winner;
- Ninety Seven (97) third prize winners

Each potential prize winner will be notified initially by phone and/or email following their selection, and assigned to one of the available prize awards (see below) as solely determined and designated by Sponsor. If the Administrator is unsuccessful in its attempt to reach and speak directly with a potential prize winner by phone within 48-hours of initial notification attempt, to the phone number or email address associated with their entry, then that contestant may be disqualified and an alternate potential prize winner may be randomly selected from among the remaining eligible entries and notified as per the procedures outlined above (*time permitting*). **Note: phone messages will not be left during the winner notification process.** There will be three (3) alternate drawings after which the associated prize will remain unawarded.

During the winner notification phone call, each potential winner must confirm his/her eligibility, and indicate his/her willingness to accept the designated prize (*see below*). If any selected potential prize winner does not meet the eligibility requirements, is unable or unwilling to accept the prize, or elects to decline the prize, s/he will be disqualified and, at Sponsor's discretion and time permitting, an alternate potential prize winner will be randomly selected from among all remaining eligible entries and notified as per the procedures outlined above. Any disqualified participant will not receive any alternate prize substitution or compensation.

All of the following will apply to each potential prize winner: 1) winner will be required to complete and return, within **3 days** of date of receipt, a prize acceptance form, including an affidavit of eligibility and a liability/publicity release and a W-9 form (if prize value exceeds \$600); 2) prize winner may be required to present a copy of a valid driver's license or government I.D. as a condition of receiving any prize, and 3) winner will be issued a 1099 tax form if prize value exceeds \$600. Each Prize Winner is responsible for paying all applicable taxes on associated prize award. **Decisions of the Administrator in the selection and determination of prize winners, associated prize awards and all matters relating to this Sweepstakes are final and binding.**

Grand Prize Award (Maximum 1 winner): The grand prize winner shall receive two (2) tickets to the 57th SuperBowl game in Phoenix, AZ on 2/12/2023. Seat locations as solely determined by Sponsor and Prize Provider, and subject to availability and the terms and conditions of the ticket and venue policy. Approximate retail value (“ARV”) of grand prize: \$16,000.

- NOTE: Grand prize award does NOT include transportation, accommodations or any other costs or expenses associated with prize redemption and use.

First Prize Award (Maximum 1 winner): The first prize winner shall receive the designated merchandise items as solely determined and designated by Sponsor, with an ARV of \$4,500 including:

- One 75-inch HDTV. Make, model, color and options as solely determined and designated by Sponsor, based upon availability;
- One Surround Sound speaker system. Make, model, color and options as solely determined and designated by Sponsor, based upon availability;
- \$250 Gift Card towards Sports Entertainment Cable package;

NOTE: Sponsor reserves the right, in its sole discretion, to award first prize in the form of a \$4,500 gift card to the retailer(s) of the Sponsor's choice.

Second Prize Award (Maximum 1 winner): The second prize winner shall receive the designated merchandise items as solely determined and designated by Sponsor, with an ARV of \$1,500 including:

- One Outdoor Charcoal or Gas Grill. Make, model, color and options as solely determined and designated by Sponsor, based upon availability;
- Four Backyard Oversized Quad Chairs. Make, model, color and options as solely determined and designated by Sponsor, based upon availability;
- Official Cornhole Board Set. Make, model, color and options as solely determined and designated by Sponsor, based upon availability;
- Four 20 oz Ramblers. Make, model, color and options as solely determined and designated by Sponsor, based upon availability.

NOTE: Sponsor reserves the right, in its sole discretion, to award second prize in the form of a \$1,500 gift card to the retailer(s) of the Sponsor's choice.

Third Prize Award (Maximum 97 winners): The third prize winners shall receive the designated merchandise items as solely determined and designated by Sponsor, with a maximum total combined ARV of \$12,827.50 including:

- Nine (9) 54 Quart Coolers (make, model and color as solely determined by Sponsor);
- Ten (10) Official Cornhole Board Sets (make, model and color as solely determined by Sponsor);
- Ten (10) Tailgate Chairs (make, model and color as solely determined by Sponsor);
- Twenty four (24) 20 oz. Ramblers
- Ten (10) Official Super Bowl LVII Large Display Mirrors (make, model and color as solely determined by Sponsor);
- Ten (10) Circular Coolers (make, model, and color as solely determined by Sponsor)
- Ten (10) Drink Bottles (make, model and color as solely determined by Sponsor);
- Five (5) Snapback Hats (make, model and color as solely determined by Sponsor);
- Five (5) Lasercut Hats (make, model and color as solely determined by Sponsor);
- Two (2) Spect Pace Sunglasses (make, model and color as solely determined by Sponsor);
- Two (2) Verve Backpacks (make, model and color as solely determined by Sponsor);

General Prize Conditions: Winner must accept delivery of prize as designated by Sponsor. All other costs and expenses related to prize delivery, acceptance, redemption and use not specified herein as being provided are the sole responsibility of each winner, including but not limited to delivery charges, travel, any incidental expenses, and app applicable taxes. All income, federal, state and local taxes are the winner's sole responsibility. All prize awards are non-transferable and no cash redemption or prize substitution allowed, except at Sponsor's sole discretion or as provided herein. Sponsor reserves the right to substitute a prize with one of comparable or greater value, at its sole discretion. All prizes are awarded as is, without any warranty, express or implied, by Sponsor and/or Prize Provider. Failure to collect or properly claim prize in accordance with these rules will result in forfeiture of the prize. If forfeited for any reason, participant will not receive any other prize substitution or compensation, and the prize will remain the property of Sponsor and will not be awarded, except as provided herein. All properly claimed prizes will be awarded. Any unclaimed prizes will not be awarded. Maximum retail value of all available prize awards: **\$31,903.99**

Additional Rules & Restrictions: By participating, entrants agree to abide by and be bound by the Official Rules and the decisions of the Sponsor and Administrator, which shall be final in all matters relating to this Sweepstakes. In the event an entrant wins a prize, and is later found to be in violation of these rules he/she will be required to forfeit the prize or to reimburse Sponsor for the stated value of the prize if such violation is discovered after winner has used the prize. Participation in Sweepstakes constitutes permission for the Sponsor, the Released Parties and their designees to use entrants' names, likenesses, images, biographical information, and cities and states of residence for purposes of advertising and trade in any and all media now or hereafter known worldwide on perpetuity without limitation or further compensation, notification or permission, unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for any prize.

By participating, entrants agree to hold all Released Parties harmless from any claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to entrant's participation in this Sweepstakes, or the acceptance, possession or use/misuse of any prize, or participation in prize-related activities (including but not limited to travel or activity related thereto), and to assume all liability therefor.

Released Parties shall not be liable to winner or any other person for failure to supply the prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure,

terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Released Parties' sole control.

Participants are restricted to use of ordinary and typical computer equipment, mobile phone equipment, Internet access and cellular networks. Sponsor disclaims all liability for the inability of a participant to complete or continue an entry due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Sponsor's control, or otherwise. The Sponsor disclaims any liability for entries not received due to technical difficulties or transmission errors. The Sponsor disclaims all liability for any delays, mis-delivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. Released Parties are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Sweepstakes, and any injury or damage to entrant's or any other person's computer or mobile phone related to or resulting from participating in or downloading any information necessary to participate in the Sweepstakes. Released Parties are not responsible for any other errors of any kind, whether computer, technical, typographical, printing, human or otherwise, relating to or in connection with the Sweepstakes, including, without limitations, errors which may occur in connection with the printing or advertising of this Sweepstakes, administration or execution of the Sweepstakes, the cancellation of the game, the processing of entries or in the announcement of the prizes or prize winners. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the Sweepstakes website.

Sponsor reserves the right to cancel, modify or terminate the Sweepstakes if fraud, misconduct or technical failures destroy or threaten the integrity of this portion of the Promotion, in the opinion of the Sponsor/Administrator, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Sweepstakes as determined by Sponsor/Administrator, in their sole discretion. In the event of early termination of the Sweepstakes, Sponsor reserves the right to determine prize winner in a random drawing from among all eligible, non-suspect entries received as of the time/date of such termination.

IN CASE OF DISPUTES: By participating, each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of Arizona; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, and in no event will entrant be entitled to received attorneys' fees or other legal costs; and (3) 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with this Promotion, shall be governed by, and construed in accordance with the laws of the State of Arizona, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Arizona or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of Arizona.

Odds: Odds of being selected as a prize winner are dependent upon the total number of eligible entries received.

Official Rules & Winners List: For a copy of these Official Rules, or the name of prize winner, send a self-addressed stamped envelope to be received by 2/16/2023 to: Native Grill & Wings Gridiron Classic Sweepstakes, 5141 N. 40th Street, Suite 500, Phoenix, AZ 85018. PLEASE SPECIFY which you are requesting, official rules or winners list.

Sponsor/Administrator: This Sweepstakes is sponsored by Native Grill & Wings, and administered by Fetch Media & Marketing, 5141 N. 40th Street, Suite 500, Phoenix, AZ 85018.