

EN-R-G Foods, LLC d/b/a Honey Stinger
“GEAR UP FOR GAMEDAY”
Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING.

- 1. DEFINITIONS.** EN-R-G Foods, LLC a Delaware limited liability company d/b/a Honey Stinger, 3495 Airport Circle, Steamboat Springs, CO 80487 is the sponsor (“Sponsor”) of the “GEAR UP FOR GAMEDAY (“Sweepstakes”). Gregory Packs, Athletic Brewing Company, Big Agnes, Inc., TRB Acquisitions LLC, and Tanri Outdoors are not a sponsor or administrator of the Sweepstakes, the Sweepstakes is in no way endorsed by them, and they shall have no responsibility or liability with respect to the Sweepstakes.
- 2. PRIZES.** One (1) Grand Prize Winner will each receive one (1) box of Honey Stinger waffles, chews, and nut + seed bars, one (1) Gregory Packs Nano 20, one (1) Athletic Brewing case of beer*, one (1) Big Agnes Big Six Camp Chair, one (1) RBX Active activewear, and one (1) Tanri Outdoors complete sun care package (subject to the terms, conditions, and restrictions thereof). Limit one (1) prize per person or household. Prize must be accepted as awarded. Odds of winning a prize depend on the number of eligible entries received during the Entry Period (defined below). *Athletic Brewing Company cannot ship non-alcoholic beer to the following seven (7) restricted states due to state regulations: Georgia, Idaho, Kansas, Michigan, Mississippi, Nebraska, and South Carolina.*
- 3. ELIGIBILITY.** The Sweepstakes is only open to entrants who, as of the date of entry, are legal residents of the fifty (50) United States and the District of Columbia and are at least eighteen (18) years of age. The Sweepstakes is subject to all applicable federal, state, and local laws and is void where prohibited or restricted by law. Employees, officers and directors of Sponsor, the Prize Providers, and each of their respective parents, subsidiaries, affiliates, divisions, advertising and promotion agencies, and the immediate families (defined as parents, spouses, children, siblings, grandparents, and their respective spouses) or members of the same household (whether related or not) of each such employee, officer or director, are not eligible to enter, or otherwise. The Sweepstakes, and any website pages and advertisements relating thereto, is intended for viewing only within the United States and the District of Columbia, and entrants must be present in the United States or District of Columbia at the time they enter.
- 4. HOW TO ENTER.** To enter the Sweepstakes, during the “Entry Period” (i.e., July 21, 2022 through July 28, 2022) visit <https://honestinger.com/blogs/blog/gear-up-for-gameday> (the “Sweepstakes Website”) and fill out and submit the entry form (including email address and Instagram username) An entrant must be the rightful owner (or have authorized use) of the email address identified with entrant’s Entry. ELIGIBLE ENTRANTS

MUST ENTER IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF ENTRY WILL BE ACCEPTED.

5. **ENTRY PERIOD.** Entries will be accepted via the Sweepstakes Website beginning on or about July 21, 2022 at 9AM and ending July 28, 2022 at 11:59 PM (“The Entry Period”). All online entries must be received by July 28, 2022 at 11:59 PM. All times are (UTC-08:00) Pacific Time (US & Canada)
6. **FOR ALL ENTRIES:** Limit - one (1) entry per person/household and per email address during the “Entry Period”. You must complete and submit all required information to be eligible to enter to win a prize. All entries must be received by Sponsor during the Entry Period. Any entries attempted through the use of agencies or robotic, repetitive, automatic, programmed or similar methods will be void. Wireless carrier’s data rates may apply if an entrant enters the Sweepstakes using a mobile device. In the event of a dispute as to the identity of any entrant’s entry, the natural person who is the authorized account holder of the e-mail address associated with the entry will be deemed to be the entrant, but only if that person is otherwise eligible to enter the Sweepstakes. The “authorized account holder” is the natural person assigned an e-mail address by an internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder. If a dispute cannot be resolved to Sponsor’s satisfaction, the winning entrant may be deemed ineligible. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of submission will not be deemed to be proof of receipt of entry by Sponsor. All entrants and entries are subject to verification prior to the awarding of a prize, as are the eligibility, agent and other claims of/information provided by a potential prize winner. Entrants will cooperate with Sponsor and its representatives in connection with any and all verification activities, including, without limitation, executing and delivering to Sponsor, by the time indicated by Sponsor, any verification from required by Sponsor.
7. **AGREEMENT TO OFFICIAL RULES AND DECISIONS.** By participating in the Sweepstakes, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsor (including, without limitation, decisions regarding eligibility of entries, the selection of entrants and winners, and the awarding of a prize), which are final and binding in all respects. Entrants and winners must comply with all terms and conditions of these Official Rules, and participation and winning is contingent upon fulfilling all requirements.
8. **SELECTION AND NOTIFICATION.**
 - a. THE WINNERS WILL BE DETERMINED AT RANDOM.
 - b. The Sweepstakes’ one (1) potential winner will be announced on July 29, 2022 (for the Entry Period). The potential winners must comply with all terms and conditions of these

Official Rules and winning is contingent upon fulfilling all requirements set forth herein. The potential winners will be notified by email address provided. If a potential winner cannot be contacted within seventy-two (72) hours of the first attempt to contact him/her, or if any prize or prize notification is returned as undeliverable, or if a potential winner is found to be ineligible by Sponsor in its sole discretion, or if a potential winner does not comply with the Official Rules, then the potential winner may be disqualified and an alternate potential winner selected by Sponsor in his/her place. In such event, an alternate potential prize winner will be notified as described above and will be required to return the required documents to Sponsor as described above; provided, however, Sponsor, in its sole discretion, may alter the above process, timing, and delivery requirements to meet its Sweepstakes schedule, and due to such process, schedule and timing, Sponsor may be unable to award the applicable prize and a potential alternate winner may not be named. Sponsor is not responsible for the failure of a potential winner to receive Sponsor's notification or the required documents for any reason, or for the inability of such potential winner to return the required documents for any reason. Each winner agrees that he/she will not conduct or participate in any media interview regarding this Sweepstakes or any prize without the express prior written permission of Sponsor.

9. **PUBLICITY.** Except where prohibited by law, acceptance of a prize constitutes winner's consent to Sponsor's (and its successors' and assigns') use of winner's name, biography, likeness, voice, photographs, video, opinions, statements, hometown and state for promotional purposes in any manner or media (including, without limitation, online), worldwide, in perpetuity, and without further payment, consideration, notice, review or consent.

10. **GENERAL CONDITIONS.** Sponsor reserves the right to require entrants to complete, execute and deliver to Sponsor additional documents at any time as required, in the forms provided, and within the timeframe required by Sponsor, or the entrant may be disqualified. Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Sweepstakes if, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. In such event, Sponsor reserves the right (but does not have the obligation) in its sole discretion to award prize at random from among eligible, non-suspect entries received up to the time of suspected 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 Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of this Sweepstakes may be a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies 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 or any other provision of these Official Rules.

- 11. RELEASE.** By participating in the Sweepstakes, to the fullest extent permissible under applicable law, each entrant forever and irrevocably RELEASES, DISCHARGES, INDEMNIFIES AND HOLDS HARMLESS, Sponsor, N-R-G Foods, LLC a Delaware limited liability company d/b/a Honey Stinger, each prize provider and each of their respective and applicable parents, subsidiaries, affiliates, and their respective agents, advertising and promotion agencies, affiliates, Sweepstakes partners, and all of their respective employees, officers, directors, shareholders and agents (collectively, the "Released Parties") from and against all losses, claims, damages, liabilities, costs or expenses (collectively, "Losses"), arising in whole or in part, directly or indirectly, from entrant's entry and/or participation in the Sweepstakes and/or entrant's receipt or use of any prize awarded in the Sweepstakes. The foregoing release includes, without limitation, any and all LIABILITY, BODILY INJURY, DEATH, LOSS OR DAMAGE to entrant or any third party arising in whole or in part, directly or indirectly, from any prize or the use of any prize, the award, acceptance, possession, use or misuse of any prize, and entry and participation in the Sweepstakes including, but not limited to, on account of negligence of Sponsor, the prize providers and/or any resort personnel, employees or volunteers. Each entrant further COVENANTS NOT TO SUE any of the Releasees with respect to any matter addressed by the foregoing release, or encourage or assist any third party in doing so. This is a complete RELEASE and DISCHARGE of all claims and rights of each entrant against the Releasees and no action will be taken by or on behalf of an entrant with respect to any such claims and rights, it being understood that these Official Rules, including this Section 11, shall be binding upon each entrant, and his/her successors, assignees, subrogors, insurers, heirs, next of kin, executors, representatives, and legal and personal representatives. Some jurisdictions may not allow the limitations or exclusion of liability set forth in this section 11, so the above may not apply to certain entrants.
- 12. LIMITATIONS OF LIABILITY.** To other fullest extent permissible under applicable law, Sponsor is not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, or misdirected entries or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the Sweepstakes; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Sweepstakes or the processing of entries; or (f) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use of any prize, or from viewing, playing or downloading any material from

Sponsor's website(s), regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to Sponsor's websites by a hypertext link. Some jurisdictions may not allow the limitations or exclusion of liability set forth in this section 11, so the above may not apply to certain entrants.

- 13. DISPUTES.** Each entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or the prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in state or federal courts located in Denver, Colorado; and each entrant hereby submits to sole and exclusive personal jurisdiction to said courts in the State of Colorado for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred in connection with entering this Sweepstakes but in no event legal or 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 costs, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION 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 entrant or Sponsor in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Colorado, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Colorado, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Colorado.
- 14. DATA COLLECTION.** Entrants provide personal information to Sponsor when they enter this Sweepstakes. Sponsor collects this information and uses it to (a) administer this Sweepstakes; and (b) for market research and other marketing purposes. Sponsor may share this information with third parties who need access to this information to perform services on Sponsor's behalf. For more information about the ways Sponsor uses and shares personal information collected online through its website, please see the Privacy Policy of Sponsor located at <https://honeystinger.com/policies/privacy-policy>. In the event of any conflict between the Privacy Policy and these Official Rules, these Official Rules shall govern. By Entering the Sweepstakes, entrants consent to receive emails from the Sponsor pertaining to the Sweepstakes. Entrants can opt-out too any or all future correspondence from the Sponsor by clicking the 'unsubscribe' button or by writing to the Sponsor. Entrants that opt-out of receiving emails from the Sponsor will not be eligible to win a prize.
- 15. OFFICIAL RULES.** These Official Rules are available at or by sending a self-addressed postage stamped envelope to "GEAR UP FOR GAMEDAY" – Rules Request c/o EN-R-G

Foods, LLC d/b/a Honey Stinger, 3495 Airport Circle, Steamboat Springs, CO 80487, Attn: Marketing. Requests must be received by August 5, 2022.

- 16. WINNER'S LIST.** To request a list of the Sweepstakes winners, send a self-addressed postage-stamped envelope to "GEAR UP FOR GAMEDAY" – Winner's List c/o EN-R-G Foods, LLC d/b/a Honey Stinger, 3495 Airport Circle, Steamboat Springs, CO 80487, Attn: Marketing. Requests must be received by August 5, 2022.
- 17. FORCE MAJEURE.** In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding a prize or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including, but not limited to, fire, flood, natural or man-made epidemic/pandemic, 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, provincial or local government law, order, or regulation, public health crisis (e.g. SARS/COVID-19), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes.