

THE JIMMY DEAN® GRIDDLE BAG GIVEAWAY

OFFICIAL RULES

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT DOES NOT INCREASE YOUR CHANCES OF WINNING
VOID IN AK, HI AND WHERE PROHIBITED OR RESTRICTED
BY LAW.**

- PROMOTION PERIOD:** The Jimmy Dean® Griddle Bag Giveaway (the “**Promotion**”) begins at 12:00 PM Eastern Time (“**ET**”) on September 19, 2024 and ends at 11:59 PM ET on September 21, 2024 or when all prizes are claimed on September 21, 2024, whichever occurs first (the “**Promotion Period**”). The Promotion Period will consist of three (3) separate entry periods (each an “**Entry Period**”) as follows: Entry Period 1 begins at 12:00 PM ET on September 19, 2024 and will end at 11:59 PM ET on September 19, 2024 or when all available prizes are claimed, whichever occurs first. Entry Period 2 begins at 12:00 PM ET on September 20, 2024 and will end at 11:59 PM ET on September 20, 2024 or when all available prizes are claimed, whichever occurs first. Entry Period 3 begins at 12:00 PM ET on September 21, 2024 and will end at 11:59 PM ET on September 21, 2024 or when all available prizes are claimed, whichever occurs first.
- ELIGIBILITY:** The Promotion is open to legal residents of the forty-eight (48) contiguous United States and the District of Columbia, who are at least the legal age of majority in their state of residence as of date of entry. Employees, directors, officers, and agents of Tyson Foods Inc. (the “**Sponsor**”), pep Promotions and each of its respective parent companies, divisions, affiliates, subsidiaries, advertising, suppliers and promotional and judging agencies (collectively, “**Promotion Parties**”), as well as the members of each of their immediate families (spouse, parents, children, siblings, and their respective spouses) and persons living in the same household of each, are not eligible to participate or win the Promotion. All federal, state, and local laws apply. Void in AK, HI and where prohibited or restricted by law.
- HOW TO ENTER THE PROMOTION/ODDS OF WINNING/PRIZE WINNER DETERMINATION:** To enter for a chance to win a prize (as defined below), during the Promotion Period, visit jimmydeangriddlebag.com, complete the on-screen registration form (with your complete mailing address) and if you are one of the first fifty (50) entrants in each Entry Period, you may be eligible to win a prize, subject to verification. Winner determination will be made by Sponsor, whose decisions are final on all matters relating to the prize winner determination. Maximum of fifty (50) prizes will be awarded per Entry period for a total of 150 prizes for the Promotion. Limit one (1) prize per person/email address.

Limit one (1) entry per person and email address per Entry Period. By submitting an entry, you represent that you are a legal resident of the 48 contiguous United States (or D.C.), who is at least the legal age of majority in your state of residence as of the date of entry and you have read and agree to these Official Rules.

The odds of winning a prize will depend on the time an entrant completes their registration form and the total number of registration forms submitted. In the event of a dispute, the authorized account holder of the email address submitted upon registration will be deemed to be the prize winner. Potential prize winners may be required to show proof of being the authorized account holder of the email address account associated with their registration. Use of computer programs and other automatic means to enter the Promotion is prohibited and will result in disqualification. Any attempt by any person to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void such entries and may result in disqualification. Normal Internet access and usage charges imposed by your online service may apply.

- PRIZE AND APPROXIMATE RETAIL VALUE (“ARV”): 150 Prizes- (50 per Entry Period):** A custom Jimmy Dean Griddle Bag, from one of two designs selected by Sponsor. The ARV of each prize is \$50. All components of the prize must be used according to the directions included in the packaging. Winners release the Promotion Parties from any liability

for any injuries related to improper use of any prize contents.

PRIZE RESTRICTIONS: Limit of one (1) prize per person/email address. All prizes will be fulfilled approximately six (6) to eight (8) weeks after the Promotion has ended to the address provided during registration. Prizes will be awarded only upon winner redemption, confirmation, verification, and final approval by Sponsor. No substitution, transfer of any prize or cash redemption is allowed, except by Sponsor who reserves the right, in its sole discretion, to substitute a prize of equal or greater value, if prize, or portion of prize, becomes unavailable. Promotion Parties are not responsible for late, lost, stolen, damaged, delayed or undelivered prizes. Return of any prize as undeliverable will result in disqualification and forfeiture of prize.

PRIZES ARE AWARDED "AS IS" WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE PROMOTION PARTIES. ALL PRIZE DETAILS ARE AT SPONSOR'S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE WINNERS' SOLE RESPONSIBILITY.

5. **CONDUCT:** By participating in this Promotion, you agree to be bound by and abide by these Official Rules and the decisions of Promotion Parties, which shall be final and binding in all respects. Failure to comply with these Official Rules may result in disqualification. The Promotion Parties reserves the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Promotion, or to be acting in a manner deemed by the Promotion Parties to be violation the Official Rules, or to be acting in a manner deemed by the Promotion Parties to be unsportsmanlike or disruptive or with the intent to annoy, abuse, threaten, or harass any other person and void all associated entries and/or registrations.

6. **LIMITATIONS OF LIABILITY:** The Promotion Parties are not responsible for (a) late, incomplete, misdirected registrations, inaccessible, undelivered, stolen, lost entries, (b) any Internet connections or email; or for any computer, telephone, wireless, satellite, cable, network, electronic, Internet or phone hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt or jumbled transmissions, service provider/Internet/website/use net/accessibility, availability, or traffic congestion, Internet contact, or any technical error, or program errors or malfunctions or unauthorized human intervention, or (c) any incorrect or inaccurate entry information, or the failure to capture, or loss of, any such information, or for any human error, technical error or other error of any kind in connection with the offering or operation of the Promotion. The Promotion Parties are not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Promotion and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Website (or any other website). If for any reason the Promotion is not capable of running as planned (in whole or in part), as solely determined by Sponsor, including but not limited to by infection by computer virus, bugs, tampering, unauthorized intervention, fraud, epidemics, pandemics or technical failures that can corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion (in whole or in part). If terminated, the Sponsor will award the prizes from among all non-suspect, eligible entries received for each Entry Period up to the time of such action. Notice of cancellation/termination/modification/suspension of the Promotion will be posted on the Website. The right is reserved by Sponsor to disqualify any individual found, at its sole discretion, to be tampering with the entry process or the operation of the Promotion or website, to be acting in violation of the Official Rules, or to be acting in a non- sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. The Promotion Parties are not responsible for any injury or damage to entrant's or any other person's computer/mobile phone or device related to or resulting from participation in or downloading (or uploading) any materials from this Promotion. Entrants further agree not to knowingly damage or cause interruption of the Promotion and/or prevent others from participating in the Promotion. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE

PROMOTION VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE OR AN INDIVIDUAL OTHERWISE ATTEMPTS TO DEFRAUD SPONSOR, SPONSOR MAY DISQUALIFY ANY ENTRANT MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

7. WARRANTIES AND REPRESENTATIONS; RELEASE OF LIABILITY: All entrants, as a condition of participation in this Promotion, release and agree to hold harmless and indemnify the Promotion Parties and the directors, officers, employees, agents, representatives, successors and assigns of each of the foregoing (the “**Released Parties**”) from and against any and all claims, causes of action and liabilities of any kind that the entrant ever had, now has or might in the future have arising out of or relating to the Promotion, participation in the Promotion, the acceptance, receipt or use of any prize or any component thereof and/or any use of the entrant’s name, likeness, voice and/or biographical information, any statement attributed to the entrant and/or any entry or any component thereof, including without limitation any and all claims, causes of action and liabilities, including those (a) relating to any personal injury, death or property damage or loss sustained by any entrant or any other person, (b) based upon any allegation of violation of the right of privacy or publicity, copyright infringement, misappropriation, defamation or violation of any other personal or proprietary right or (c) or based upon any allegation of a violation of any law, rule or regulation relating to personal information or data security. Each entrant agrees not to assert any such claim or cause of action against any of the Released Parties.

SPONSOR MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. DISPUTES: EXCEPT WHERE PROHIBITED, ENTRANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROMOTION OR ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY APPROPRIATE COURTS IN THE STATE OF ARKANSAS; (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, BUT IN NO EVENT ATTORNEYS’ FEES; AND (3) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, INDIRECT, 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. BY ENTERING, ENTRANTS AGREE THAT ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, ENTRANT’S RIGHTS AND OBLIGATIONS, OR THE RIGHTS AND OBLIGATIONS OF THE SPONSOR IN CONNECTION WITH THE PROMOTION, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF STATE OF ARKANSAS, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES. BY ENTERING, ENTRANTS CONSENT TO THE JURISDICTION AND VENUE OF THE FEDERAL, STATE AND LOCAL COURTS LOCATED IN WASHINGTON COUNTY, ARKANSAS.

9. PRIVACY POLICY: Except as noted in these Official Rules, information collected for this Promotion is used only for the purpose of Promotion administration and winner notification and will not be re-used, sold, or shared in any manner by the Promotion Parties or any third parties unless you have elected to receive additional information or Promotion promotional material from the Sponsor, or a third party. By participating in the Promotion, entrant agrees to all the terms and conditions of Sponsor’s privacy policy which is available at <https://www.tysonfoods.com/legal/privacy-policy>.

10. WINNERS: To receive a list of prize winners by email, send an email to: winners@dja.com with The Jimmy Dean® Griddle Bag Giveaway Winners (01-2911-22) as the subject line. Requests must be received by October 15, 2024.

11. SPONSOR: The Promotion is sponsored by Tyson Foods, Inc., 2200 W. Don Tyson Parkway, Springdale, AR 72762.

