

WORLD CHAMPIONSHIP BARBECUE EXPERIENCE SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. Void where prohibited by law and outside the United States. Subject to all federal, state, and local laws, regulations, and ordinances. The World Championship Barbecue Experience Sweepstakes (the “**Sweepstakes**”) will be conducted as **FIVE (5) SEPARATE SWEEPSTAKES**, including four (4) instant win sweepstakes and one (1) Grand Prize sweepstakes, with separate start and end dates (“**Individual Entry Periods**”), drawing schedules, and prizes. The first Sweepstakes begins on February 26, 2025 at 12:01 a.m. Eastern Time (“**ET**”) and the last Sweepstakes ends on April 2, 2025 at 11:59 p.m. ET (the “**Sweepstakes Period**”); multiple entry deadlines apply. The schedule for each Individual Entry Period and the corresponding drawing schedule and prize information is included in Table 1, below. Sponsor’s computer is the official timekeeping device for the Sweepstakes.

BY PARTICIPATING IN THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. WITHOUT LIMITATION, THIS CONTRACT PROVIDES FOR A CLASS ACTION AND JURY TRIAL WAIVER AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

Table 1:

Sweepstakes Number	Individual Entry Period	Drawing Date (on or about)	Prizes (Additional details in Section 5, below)
1	2/26/25 at 12:01 a.m. ET – 3/12/25 at 11:59 p.m. ET	Instant Win via Sweepstakes website throughout Individual Entry Period	Twenty-Five (25) Swag Bags (one per winner)
2	3/13/25 at 12:01 a.m. ET – 3/19/25 at 11:59 p.m. ET	Instant Win via Sweepstakes website throughout Individual Entry Period	Twenty-Five (25) Swag Bags (one per winner)
3	3/20/25 at 12:01 a.m. ET – 3/26/25 at 11:59 p.m. ET	Instant Win via Sweepstakes website throughout Individual Entry Period	Twenty-Five (25) Swag Bags (one per winner)
4	3/27/25 at 12:01 a.m. ET – 4/2/25 at 11:59 p.m. ET	Instant Win via Sweepstakes website throughout Individual Entry Period	Twenty-five (25) Big Winner Bags (one per winner)

5	2/26/25 at 12:01 a.m. ET – 4/2/25 at 11:59 p.m. ET	April 4, 2025	Two (2) Big Winner Bags and one (1) trip for two (2) to attend the Memphis in May World Championship Barbecue Cooking Contest
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1. **SPONSOR AND ADMINISTRATOR:** The Sponsor for the Sweepstakes is McCormick & Company, Incorporated (“**Sponsor**”), 24 Schilling Road, Suite 1, Hunt Valley, Maryland 21031. The Administrator for the Sweepstakes is Kaleidoscope Promotions Interactive, Ltd., 7 Switchbud Place, Suite 192-214, The Woodlands, Texas 77380.

2. **ELIGIBILITY:** The Sweepstakes is open only to legal U.S. residents of the contiguous U.S. and D.C. (excluding Alaska and Hawaii) who are 18 years of age or older (19 years of age in Alabama and Nebraska, 21 years of age in Mississippi) at the time of entry. **Grand Prize winner must be able to travel to Memphis, TN from May 14 – May 17, 2025.** Sponsor, Administrator, Memphis in May International Festival, The Kroger Company, Relish Labs LLC dba Home Chef, its or their respective parent, subsidiaries, affiliates, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, any other company involved in the presentation, administration, or fulfillment of the Sweepstakes, and each of its and their employees, officers, directors, and agents (collectively, the “**Sweepstakes Entities**”), and each of their immediate family members (defined as any spouse, partner, parent, legal guardian, sibling, child, legal ward, grandparent, or grandchild, regardless of where they reside) and/or those living in the same household are not eligible to enter or win. Sponsor and Administrator reserve the right to verify the eligibility of winners. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and to Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes.

3. **HOW TO ENTER:** During the Sweepstakes Period, visit the Sweepstakes registration page at <https://memphisinmaybarbecue.com> and follow the instructions to electronically complete and submit the Sweepstakes entry form. You will be asked to provide your email address and accept the Sweepstakes terms. You must complete all required fields of the entry form with information that is valid on the date of the Sweepstakes drawing to be eligible. All entries become the property of Sponsor and Administrator, and no entry will be acknowledged or returned. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply. *If you are entering via a mobile device and using your wireless carrier’s network, standard data charges from your wireless carrier may apply.*

After you successfully submit a valid entry, if you have won an Instant Win prize (described below), you will see a “Congratulations” message on-screen (“Winner Message”). If you receive a “Congratulations” Winner Message, you will have ten (10) minutes, starting at the time that the Winner Message is displayed, to complete and submit the prize acceptance form by providing your name, street address, phone number, and completing additional checkboxes to verify your eligibility. If you fail to complete and submit the prize acceptance form before the end of the ten (10) minutes, you will forfeit the prize (described below) but will remain

eligible to win the Grand Prize and/or to enter on subsequent days or in any subsequent Individual Entry Periods, as applicable. Entries that do not receive a “Congratulations” message will instead receive a “Thanks for entering” message, indicating that your entry has been accepted into the Grand Prize Sweepstakes pool.

LIMIT ONE (1) ENTRY PER PERSON PER DAY INTO BOTH THE GRAND PRIZE SWEEPSTAKES AND THE INDIVIDUAL INSTANT WIN SWEEPSTAKES 1 THROUGH 4 (a “Day” is defined as a calendar day, based on Central Time). ADDITIONAL ENTRIES IN EXCESS OF THE LIMIT MAY BE DISQUALIFIED.

Automated entries, entries that use or in any way incorporate artificial intelligence or any other simulation of human intelligence or process through the use of a machine or computer system (collectively, “**Artificial Intelligence**”), either in the creation or submission of the entry or as a part of any entry, and/or third-party entries are prohibited. Any entry that was created by using, or in any way incorporates, Artificial Intelligence, or that was created or made by a third party, will be void, and the entrant who submitted such an entry may be disqualified at Sponsor’s and/or Administrator’s sole discretion. Multiple entrants are not permitted to share the same email address or social media account. Any attempt by any entrant to obtain more than the permitted number of entries by using multiple and/or different identities, forms, registrations, addresses, or any other method will void all of that entrant’s entries, and that entrant may be disqualified at Sponsor’s and/or Administrator’s discretion. Normal Internet, phone, and usage charges imposed by your online or phone service may apply. Incomplete, illegible, corrupted, or untimely entries are void and will be disqualified. Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other connections; or miscommunications, computer or software malfunctions, telephone transmission problems, technical failures, garbled transmissions, damage to a user’s computer equipment (software or hardware), or other errors or malfunctions of any kind, whether human, mechanical, electronic, or otherwise. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor and/or Administrator. In the event of a dispute as to the identity of an entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant or participant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider, Internet service provider, or other organization (which may include an employer) responsible for assigning email addresses for the domain associated with the submitted address. Potential winner may be required to show proof of being the authorized account holder. Entries specifying an invalid, non-working, or inactive email address will be disqualified and ineligible to win.

- 4. SELECTION OF WINNERS:** On an ongoing basis throughout each Individual Entry Period indicated in Table 1, above, Instant Winners for Sweepstakes 1 – 4 will be automatically selected with 25 Instant Winners per Individual Entry Period selected at 25 random, computer-generated winning times per Individual Entry Period, one for each prize, for a total of 100 Instant Winners selected at 100 winning times across the Sweepstakes Period. As described above, if you are the first person to enter after one of these randomly generated times, you will

receive the on-screen Winner Message “Congratulations” indicating that you are a potential winner; you must then follow the on-screen instructions described above to claim your prize. If you receive a “Congratulations” Winner Message, you will have ten (10) minutes, starting at the time that the Winner Message is displayed, to complete and submit the prize acceptance form. If you fail to complete and submit the prize acceptance form before the expiration of the ten (10) minute claim period, you will forfeit the prize. Potential winners must continue to comply with all terms and conditions of these Official Rules at all times, and winning is contingent upon fulfilling all requirements in these Official Rules. The odds of winning any Instant Win Sweepstakes are based on the number of entrants received, the date and time of entry, and the number of prizes still available at the time the entrant enters the specific Instant Win Sweepstakes; the number of prizes available to be won in Instant Win Sweepstakes 1, Instant Win Sweepstakes 2, Instant Win Sweepstakes 3, and Sweepstakes 4 will diminish as they are awarded.

With respect to the Grand Prize drawing, Sponsor and/or Administrator will select the name of the potential winner in a random drawing from among all eligible entries received throughout the Sweepstakes Period on or about April 4, 2025. The odds of winning the Grand Prize are based on the total number of eligible entries received during the Sweepstakes Period. The potential Grand Prize winner will be notified on or about the drawing date, April 4, 2025, at the email address provided at the time of entry. Inability to connect with any winner within seventy-two (72) hours after notification may result in disqualification of winner and an alternate winner may be selected in a random drawing from all eligible entries received.

Instant Win Sweepstakes prizes will be sent by US mail within thirty (30) days after winner has been notified and accepted prize. If prize is returned as undeliverable, then prize will be forfeited, and another winner will be randomly drawn from all eligible entries received. Instant Win Sweepstakes Entries will not roll over into subsequent Individual Entry Periods, except that all entries will be eligible for the Grand Prize Sweepstakes drawing.

Except where legally prohibited, potential Grand Prize winner must sign and return (or have his or her parent/legal guardian sign and return if potential winner is a minor in his or her respective jurisdiction of residence), within seven (7) days of being notified, a Declaration of Eligibility, Liability & Publicity Release, Travel Companion Liability & Publicity Release, and Background Check Consent Forms for potential winner and his/her travel companion (“**Winner Documents**”) and may be required to submit to a background check, in order to claim their prize. If a potential Grand Prize winner cannot be contacted via email, telephone, and/or registered mail after the first attempt to contact them, or if they fail to sign and return the Winner Documents or any other documentation that Sponsor may require within the required time period (if applicable), if potential Grand Prize winner and any companion are unable or unavailable to claim prize within any time period specified by Sponsor, if Grand Prize winner or any companion’s Background Check contains information deemed negative at the sole discretion of Sponsor, or in the event that a potential Grand Prize winner is disqualified for any reason, Sponsor reserves the right to award the applicable prize to an alternate winner selected by a random drawing from among all remaining eligible entries. If Sponsor and/or Administrator are unable to determine and verify a potential winner after repeated alternate

drawings or if they fail to receive a sufficient number of entries to correspond to the number of prize(s) available to be awarded, Sponsor and/or Administrator reserve the right to not award any or all of the prize(s).

Verification of Potential Winners: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR AND/OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

5. PRIZES: The number and type of prizes per Sweepstakes is as follows:

Instant Win Sweepstakes 1: Twenty-five (25) prize winners will each receive one (1) Swag Bag. Each Swag Bag consists of one (1) Cattlemen Apron, one (1) Cattlemen Spatula, one (1) Cattlemen Lapel Pin, one (1) Cattlemen Bottle Opener, and one (1) Cattlemen Trucker Hat. Approximate Retail Value (“ARV”) of each Swag Bag: \$60.

Instant Win Sweepstakes 2: Twenty-five (25) prize winners will each receive one (1) Swag Bag. Each Swag Bag consists of one (1) Cattlemen Apron, one (1) Cattlemen Spatula, one (1) Cattlemen Lapel Pin, one (1) Cattlemen Bottle Opener, and one (1) Cattlemen Trucker Hat. ARV of each Swag Bag: \$60.

Instant Win Sweepstakes 3: Twenty-five (25) prize winners will each receive one (1) Swag Bag. Each Swag Bag consists of one (1) Cattlemen Apron, one (1) Cattlemen Spatula, one (1) Cattlemen Lapel Pin, one (1) Cattlemen Bottle Opener, and one (1) Cattlemen Trucker Hat. ARV of each Swag Bag: \$60.

Instant Win Sweepstakes 4: Twenty-five (25) prize winners will each receive one (1) Big Winner Bag. Each Big Winner Bag consists of one (1) cooler, one (1) YETI Cattlemen Tumbler, one (1) Cattlemen Apron, one (1) Cattlemen Grill Press, one (1) Cattlemen Spatula, one (1) Cattlemen Lapel Pin, one (1) Cattlemen Bottle Opener, and one (1) Cattlemen Trucker Hat. ARV of each Big Winner Bag: \$268.

Grand Prize Giveaway Sweepstakes 5: One (1) prize winner will win one (1) “Grand Prize”. The Grand Prize consists of one (1) trip for winner and one (1) guest to attend the Memphis in May World Championship Barbecue Cooking Contest, to be held in Memphis, TN from May 14 to May 17, 2025. The trip will consist of:

- (a) round-trip, coach class airfare for winner and one (1) guest between an airport near winner’s home and Memphis, TN;
- (b) one (1) double-occupancy standard hotel room for three (3) nights and four (4) days at a hotel in or near Memphis, TN;
- (c) ground transportation between the hotel and the Memphis in May location; and
- (d) two (2) VIP Barbecue Experiences.

Grand Prize also includes two (2) Big Winner Bags (including one (1) cooler, one (1) YETI Cattlemen Tumbler, one (1) Cattlemen Apron, one (1) Cattlemen Grill Press, one (1) Cattlemen Spatula, one (1) Cattlemen Lapel Pin, one (1) Cattlemen Bottle Opener, and one (1) Cattlemen Trucker Hat). ARV of Grand Prize: \$3,500.

Total ARV of all 101 prizes: \$14,700. Limit one (1) prize per person, per Sweepstakes/Individual Entry Period. The number of prizes available to be won in Instant Win Sweepstakes 1, Instant Win Sweepstakes 2, Instant Win Sweepstakes 3, and Instant Win Sweepstakes 4 will diminish as they are awarded.

PRIZE RESTRICTIONS: Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of prize not specifically stated herein, including, but not limited to, change of air travel fees, additional ground transportation, travel insurance, meals, incidentals, passenger tariffs or duties, surcharges, service charges or facility charges, personal charges at lodging, security fees and/or other expenses, are the responsibility solely of winner. Grand Prize winner must provide Sponsor and/or Administrator a valid social security number or taxpayer ID number in order to receive their prize. Prize cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor and/or Administrator reserve the right to make equivalent prize substitutions at their discretion. Sponsor and/or Administrator will not replace any lost or stolen prizes. Prize cannot be used in conjunction with any other promotion or offer. Only the number of prizes stated in these Official Rules is available to be won in the Sweepstakes. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, prize winner(s) will be selected in accordance with the winner selection method described above from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available. Sponsor and/or Administrator are not responsible for any delay or cancellation of the prize delivery due to unforeseen circumstances or those outside of their control. If the fulfilling merchant cancels the order for reasons out of Sponsor's and/or Administrator's control, the prize will not be delivered and no additional compensation will be provided.

ADDITIONAL GRAND PRIZE RESTRICTIONS: ARV of Grand Prize may vary depending on point of departure and fare/rate fluctuations. Winner is not entitled to difference between value of Grand Prize as stated in these Official Rules and value on date of travel. Travel restrictions, conditions, and limitations may apply. Grand Prize winner and his/her guest must be able to travel on dates to be determined by Sponsor/Administrator. Exact dates of travel to be determined at Sponsor's discretion. All meals, ground transportation, and incidentals not described herein and incurred by Grand Prize winner and his/her guest will be the sole responsibility of the Grand Prize winner and/or his/her guest. Grand Prize winner must provide a credit card to the hotel to cover incidentals which are not included as a part of the Grand Prize.

Travel must take place during and between May 14 and May 17, 2025, or the Grand Prize will be forfeited. Sponsor, or Administrator, or another agent acting on Sponsor's behalf, will decide and otherwise determine details. Sponsor or its agents will determine which airport is closest to the winner's home; if winner resides within a 100-mile radius of Memphis, TN, Sponsor reserves the right to substitute round-trip ground transportation to/from winner's

residence in lieu of air transportation. Winner and guest must travel together. No compensation will be awarded in lieu of the difference in the ARV for the Grand Prize for a local resident and the ARV for a Grand Prize winner who is not a local resident. Travel is subject to availability and blackout dates. Winner and guest are responsible for obtaining all necessary travel documents. Travel arrangements must be made through Sponsor's agent and on an airline carrier of Sponsor's choice. If required, winner must be available to travel on dates specified by Sponsor or risk forfeiting Grand Prize. Certain travel restrictions may apply. Winner's travel companion must be at time of Grand Prize fulfillment the age of majority in the jurisdiction in which s/he resides (and at least eighteen (18) years of age), unless accompanied by a parent or legal guardian, and must complete and return a liability/publicity release and any other documentation required by Sponsor prior to Grand Prize award. If travel companion is a minor in his/her state of residence, minor's parent/legal guardian must complete and return all releases on behalf of minor. Winner and guest must travel together on the same itinerary. If winner elects to travel or participate in Grand Prize travel with fewer than one (1) guest, no additional compensation will be awarded. If winner elects to travel or participate in Grand Prize travel with more than one (1) guest, such additional persons shall be responsible for any and all costs associated with such travel. Winner and guest are also responsible for obtaining travel insurance (and all other forms of insurance) at their option, and hereby acknowledge that Sponsor has not obtained and will not obtain or provide travel insurance or any other form of insurance. No refund or compensation will be made in the event of the cancellation or delay of any flight except at Sponsor's discretion. Travel is subject to the terms and conditions set forth in these Official Rules and those set forth by Sponsor's airline carrier of choice as detailed in the passenger ticket contract. The passenger contracts in use by the airlines or other transportation companies shall constitute the sole contracts with respect to the Grand Prize winner's and his/her guest's transportation, and such contracts shall be solely between the Grand Prize winner, his/her guest, and such transportation companies. Lost, stolen, or damaged airline tickets will not be replaced or exchanged. With the exception of stopovers approved in advance at Sponsor's sole discretion, no stopovers are permitted on tickets issued as part of the Grand Prize. If a stopover occurs, the Grand Prize travel will terminate and winner and his/her guest will be responsible for the full fare, which will be charged from the stopover point for the remaining trip segment(s), including the return. Airline tickets issued in connection with the Grand Prize may not be eligible for frequent flyer miles or upgrades. Winner and guest must comply with all hotel check-in requirements, including, but not limited to, the presentation of a payment card. Air transportation and hotel accommodations must be taken together and cannot be taken separately. SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS, OR SUBSTITUTIONS OR ANY ACT OR OMISSION WHATSOEVER BY ANY AIR CARRIER(S) OR OTHER TRANSPORTATION COMPANIES, LODGING AND/OR OTHER HOSPITALITY PROVIDERS, ENTERTAINMENT PROVIDERS, OR SIMILAR THIRD PARTIES, OR ANY OTHER PERSONS PROVIDING ANY OF THESE SERVICES TO WINNERS, INCLUDING ANY RESULTS (INCLUDING BUT NOT LIMITED TO COSTS OR INJURIES) THEREOF, SUCH AS CHANGES IN SERVICES OR ACCOMMODATIONS NECESSITATED BY SAME.

In the event winner and/or guest engages in behavior during travel that (as determined by Sponsor) is obnoxious or threatening or illegal, or that is intended to threaten or harass any

other person, or that in any way disparages or adversely affects the reputation, image and/or customer goodwill of Sponsor or any of Sponsor's services, products, trademarks, service marks, or logos, Sponsor reserves the right to terminate the travel early and send winner and/or guest home with no further obligations or compensation whatsoever to winner and/or guest (which may, in Sponsor's discretion, result in such winner's disqualification from the Sweepstakes and forfeiture of any (and/or all) prize(s)). In the event winner or guest engages in behavior during travel that (as determined by Sponsor) is illegal, tortious, or subjects winner or guest to arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments, or other costs or expenses of any kind whatsoever incurred by winner or guest as a result of such conduct. SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE GRAND PRIZE OR ANY OTHER ASPECT OF GRAND PRIZE WINNER'S OR GUEST'S ACCEPTANCE OR USE OF THE GRAND PRIZE.

- 6. GENERAL CONDITIONS:** Sweepstakes participation constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. In the event there is a discrepancy or inconsistency between disclosures or other statements (in any and/or all media) contained in any Sweepstakes materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern, and control. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor and/or Administrator. Sponsor's and/or Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, APPLICATION, OR PROGRAM ASSOCIATED WITH THE SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right to disqualify any individual it finds to be attempting to tamper with or to undermine the entry process, any website, application, or program associated with the Sweepstakes, and/or the legitimate operation of the Sweepstakes, to violate the Official Rules, or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Sponsor and its agents are not responsible for (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error that may occur in the administration of the Sweepstakes or the processing of entries; or (5) any injury or damage to persons or property

that may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. Sponsor reserves the right to cancel, suspend, and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect entries and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules, and/or (b) terminate the Sweepstakes and award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

7. **LIMITATION OF LIABILITY AND RELEASES:** BY PARTICIPATING IN THE SWEEPSTAKES, ENTRANT AGREES TO RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS SWEEPSTAKES ENTITIES, AND ITS AND THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING AGENCIES, WEBSITE OR APPLICATION PROVIDERS, WEB MASTERS, ANY OTHER ENTITY INVOLVED IN THE MARKETING, PROMOTION, DEVELOPMENT, ADMINISTRATION, OPERATION, OR FULFILLMENT OF THE SWEEPSTAKES, OR PREPARATION, MANUFACTURE, PROVISION, OR DELIVERY OF ANY PRIZE OR PRIZE COMPONENT, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (THE "**RELEASED PARTIES**"), FROM AND AGAINST, AND THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES, OR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION INJURIES, LOSSES, OR DAMAGES TO PERSONS, INCLUDING WITHOUT LIMITATION PERSONAL INJURY OR DEATH, OR PROPERTY, RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY OR PARTICIPATION IN THE SWEEPSTAKES OR IN ANY SWEEPSTAKES-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THE SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, PANDEMICS, EPIDEMICS, WIDESPREAD ILLNESS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF SPONSOR. BY PARTICIPATING IN THE SWEEPSTAKES, ENTRANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE,

APPLICATION, OR PROGRAM ASSOCIATED WITH THE SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH WEBSITE, APPLICATION, OR PROGRAM.

- 8. PUBLICITY AND INTELLECTUAL PROPERTY RELEASE:** EXCEPT WHERE PROHIBITED BY LAW, PARTICIPATION IN THE SWEEPSTAKES CONSTITUTES ENTRANT'S PERMISSION AND GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR) AND ITS DESIGNEES THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING WITHOUT LIMITATION THE WORLD WIDE WEB, AT ANY TIME OR TIMES, ENTRANT'S ENTRY, NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS, AND BIOGRAPHICAL INFORMATION (INCLUDING WITHOUT LIMITATION HOMETOWN AND STATE), PRIZE INFORMATION, QUOTES ATTRIBUTABLE TO ENTRANT, AND ANY OTHER ELEMENTS OF ENTRANT'S PERSONA FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THE SWEEPSTAKES, INCLUDING EACH WEBSITE, APPLICATION, AND PROGRAM ASSOCIATED WITH THE SWEEPSTAKES AND ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

- 9. DISPUTES.** Except where prohibited, entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of Maryland or the appropriate State Court located in Baltimore County, Maryland; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, not to exceed fifty US Dollars (US\$50.00), 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 (not to exceed fifty US Dollars (US\$50.00)), 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 and Administrator in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Maryland, without giving effect to any choice of law or conflicts of law

rules (whether of the State of Maryland or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Maryland.

- 10. SEVERABILITY:** If any term of provision or these Official Rules is found under the law to be invalid or unenforceable, then such specific term or provision shall be of no force and effect and shall be severed, and the remainder of these Official Rules shall continue in full force and effect.
- 11. PRIVACY:** Information collected from entrants is subject to Sponsor's Privacy Policy, which can be found at <https://www.mccormickprivacy.com/>. Sponsor and Sponsor's agents, affiliates, subsidiaries, representatives, or service providers may use entrants' and/or referrals' personal information submitted with entry for purposes of prize fulfillment and/or for future marketing by Sponsor, such as to notify them of a product or sweepstakes that Sponsor thinks may be of interest, and for any other purposes stated in Sponsor's Privacy Policy.
- 12. OFFICIAL RULES AND WINNERS LIST:** For a copy of these Official Rules, visit <https://memphisinmaybarbecue.com>. For a list of winners available beginning ten (10) days after the Sweepstakes ends send an email to barbecue@memphisinmay.org for receipt no later than six (6) months after the Sweepstakes ends.

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