

## KENYON GRILL BALLPARK GIVEAWAY

### NOTICE TO ONLINE ENTRANTS

In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Sponsors are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsors on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disqualification from the Sweepstakes. Sponsors reserves the right to: (i) permanently disqualify from any Sweepstakes it sponsors, any person it believes has intentionally violated these official rules; and (ii) withdraw the online entry and Sweepstakes if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes), and to select winners from among all eligible entries received prior to withdrawal.

**LEGAL WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSORS RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY INDIVIDUAL RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

### OFFICIAL RULES

- 1) Sweepstakes Description:** KENYON GRILL BALLPARK GIVEAWAY (the "Sweepstakes") is sponsored by Kenyon International, Inc. Sponsor will award a total of one (1) Prize as detailed in the Prize section below.
- 2) Sponsor:** Kenyon International, Inc. is the Sponsors of this Sweepstakes.

- 3) **Eligibility/Participation:** The City Grill Giveaway is open only to legal US residents who are 18 years of age or older at the time of Sweepstakes entry, who resides in one of the Contiguous United States. Participating entrants agree to these Official Rules and the decisions of the Sponsors, and release Kenyon International, Inc. and their affiliated companies and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each (the "Sweepstakes Entities"), from all claims and liability relating to their participation, acceptance and use/misuse of the prize offered. Sponsors are not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of any prize. If, for any reason, the Sweepstakes is not capable of running as planned because of circumstances or causes, which, in the Sponsors' sole discretion, affect the administration, security, fairness, or proper conduct of this Sweepstakes, Sponsors reserves the right to terminate, modify or suspend the affected portion of the Sweepstakes and to select winners from entries received prior to such an action. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes, Official Rules or in the announcement of the prize. By participating in the Sweepstakes, you agree that: (1) you have read and understand the Official Rules; (2) you meet the Sweepstakes eligibility requirements as explained in the Official Rules; (3) you accept and agree to be bound by these Official Rules, to Sponsor's Conditions of Use, Legal Notices and Privacy Policy as published at <http://www.cookwithkenyon.com/privacy-policy/> you unconditionally accept and agree to comply with and abide by the decisions of Sponsor, whose decisions shall be final and binding in all respects.
- 4) **Sweepstakes Period:** The Sweepstakes begins at 10:00:00 AM Eastern Time ("ET") on August 15th, 2021 and ends at 11:59:59 PM ET on August 16th, 2021 (the "Sweepstakes Period").
- 5) **How To Enter:** Visit <https://www.cookwithkenyon.com/city-grill-giveaway/> and complete the entry form to enter the sweepstakes. Follow all entry instructions to complete and submit the online entry form. Online entries must be received between 10:00:00 AM Eastern Time ("ET") Sunday, August 15th, 2021 and 11:59:59 PM Eastern Time ("ET") Monday, August 16th, 2021 (the "Sweepstakes Period"). Online entrants are subject to all notices posted online including but not limited to the Sponsors' Privacy Policy. Limit: One entry per person, per day. A day is defined by each 24 hours period during the sweepstakes entry period beginning at 10:00:00 AM ET and ending at 11:59:59 PM ET. In the event of a dispute, online entries will be deemed to have been submitted by the Authorized Account Holders of the email address submitted at the time of entry. "Authorized Account Holder" means the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. Sponsors need not inform you if you have completed an Entry or not. Multiple participants are not permitted to share the same email address or social media account. Incomplete Entries, Entries generated by script, macro or other

automated means, Entries that do not fully comply with these Official Rules, including, without limitation the submission guidelines (“Submission Guidelines”) detailed below, or Entries which subvert the entry process, in the sole discretion of Sponsor, will not be eligible. Proof of submission of tweet does not constitute proof of delivery or Entry during the Sweepstakes Period. Entries received from any person, regardless of email address used, in excess of the above stated limitation, will be void. All Entries must be received during the Sweepstakes Period to be eligible. The computer clock of the Webmaster hosting the Sweepstakes is the official timekeeping device. All Entries become the property of Sponsors and will not be returned, and Sponsors will not verify receipt of Entries.

- 6) **Prize Drawing:** On or about forty-eight (48) hours after the Sweepstakes Period has ended, Kenyon International, Inc. shall perform a Prize Drawing, from among all eligible Entries received throughout the Sweepstakes Period, in order to select one (1) potential Prize (“Prize”) winner.
- 7) **Prizes/Approximate Retail Value (“ARV”):** Once the winner is confirmed, as detailed below, the winner will receive a prize consisting of each of the following items: One (1) Kenyon City Grill (ARV: \$475.00)

In the event there are no eligible Entries, Sponsor reserves the right to not award the Prize. The decisions Sponsor are final and binding on all matters relating to this Sweepstakes. Odds of winning the Prize are dependent upon the total number of eligible Entries received during each Sweepstakes Period. In no event will Sponsor be responsible for awarding more than the stated number of Prizes herein. Prize conditions may be added or modified by companies providing those portions of the Prize. The Prize restrictions/conditions stated herein are not all-inclusive. No transfer, substitution or cash equivalent for any Prize, in whole or in part, will be permitted, except at Sponsor's sole discretion due to Prize unavailability for any reason, and only then for a prize of greater or equal value determined by Sponsor shall be allowed.

- 8) **Publicity Release:** Except where prohibited, entry in the Sweepstakes constitutes each entrant’s consent to use, publish, reproduce and for all purposes, including publicity, promotion and advertising, in any media (including without limitation, the Internet, television, radio, or offline promotions), each winner’s name, city, photograph, likeness, biographical material, voice, image, each in perpetuity without further compensation, credit or right of review or approval.
- 9) **Prize Winner Notification/Verification:** Potential winners will be notified by email, and will be required to reply within forty-eight (48) hours of notification. The potential winner will also need to sign an Affidavit of Eligibility, which will be sent and requested back within seventy-two (72) hours of first notification in order to be declared as a Prize winner. Prompt response to the Affidavit of Eligibility notification will be necessary to

secure the awarding of each Prize. For prizes valued at \$600 or greater, winner must provide his or her Social Security Number for tax purposes. Prizes may be considered income, and any and all taxes associated with Prizes are the responsibility of the winner(s). In the event the selected winner(s) of the Prize are/is ineligible or refuse(s) the Prize, the Prize will be forfeited and Sponsor, in its sole discretion, may randomly select an alternate potential winner from among all remaining entries received for the applicable Drawing Pool, or may elect not to award such Prize to an alternate winner, where permitted.

- 10) **General Terms/Limitation of Liability:** Participants are responsible for complying with all applicable federal, state, and local laws and regulations and with these Official Rules, and by entering, participants agree to be bound to these Official Rules. Any attempt by an entrant or other party to tamper with the proper administration of the Sweepstakes will disqualify the entrant and may result in civil or criminal action against the entrant or other party and may result in the discontinuation, suspension, or cancellation of the Sweepstakes. WINNERS AND ENTRANTS AGREE, EXCEPT WHERE PROHIBITED BY LAW, TO RELEASE AND DISCHARGE, HOLD HARMLESS AND INDEMNIFY THE SWEEPSTAKES ENTITIES, AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS SWEEPSTAKES, FROM ANY AND ALL TAX LIABILITY THAT MAY BE IMPOSED OR ASSOCIATED WITH RECEIPT OR USE OF THE PRIZES, AND FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, AND LIABILITY FOR ANY DAMAGES, EXPENSES, FEES, INJURY OR LOSSES (INCLUDING PERSONAL INJURY OR DEATH) SUSTAINED IN CONNECTION WITH THE RECEIPT, OWNERSHIP, OR USE OF THE PRIZE OR WHILE TRAVELING TO, PREPARING FOR, OR PARTICIPATING IN ANY PRIZE-RELATED ACTIVITY. Sweepstakes Entities are not responsible for any printing, typographical, mechanical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the Prizes. Sponsors retain the discretion to make all decisions regarding the interpretation and application of these Official Rules. All decisions of Sponsors are final and discretionary.
- 11) **Request for the Name of Winners and/or Official Rules:** For the name of the winner, available after the Sweepstakes Term has ended, send a self-addressed stamped envelope, to be received by 9/1/2021, to: The KENYON GRILL BALLPARK GIVEAWAY, Kenyon International, Inc., 8 Heritage Park Road Clinton, CT 06413.
- 12) **PRIVACY:** Personal information collected from online entrants is subject to the Privacy Policies, which can be found at [www.cookwithkenyon.com](http://www.cookwithkenyon.com).
- 13) **SPONSORS/ADMINISTRATOR:** Kenyon International, Inc., 8 Heritage Park Road, Clinton, CT 06413.
- 14) **Void where prohibited.**