

GIVE-AWAY OFFICIAL RULES

Traeger™ Wood Pellet Grill Giveaway SPONSORED BY: CommodityAg

Promotion Period. The Promotion starts at 12:00 a.m. (all times Indiana Time) on May 30th, 2020 and ends at 11:59 p.m. on July 30th, 2020 (the "Promotion Period"). All entries must be received during the Promotion Period and meet other requirements in these Official Rules to be eligible to win a prize. A random drawing from eligible entries will be held at 12 noon on August 1st, 2020. Winner will be announced after the potential winner is verified and confirmed.

TERMS & CONDITIONS

NO PURCHASE IS NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR EXCLUDED BY LAW.

- 1. CONSENT TO OFFICIAL RULES.** THE GIVE-AWAY WILL BE CONDUCTED IN THE TERRITORY (defined below) BY **COMMODITAG, LLC 1203 W Niccum Ave Suite D, Effingham, IL 62401, 217-690-5100, www.commoditag.com** ("Sponsor"), AND EACH PARTICIPANT (DEFINED BELOW) UNCONDITIONALLY ACCEPTS AND SHALL COMPLY WITH, ABIDE BY, AND HAVE ALL PARTICIPATION SUBJECT TO THESE OFFICIAL RULES, ANY OTHER ADDITIONAL RULES ON THE GIVE-AWAY PAGE, AND THE DECISIONS OF THE SPONSOR, WHICH SHALL BE FINAL AND BINDING WITH RESPECT TO ALL ASPECT OF THE GIVE-AWAY IN THE TERRITORY (DEFINED BELOW). BY PARTICIPATING IN THIS GIVEAWAY, YOU AGREE TO THESE OFFICIAL RULES AND ANY ADDITIONAL RULES ON THE GIVE-AWAY PAGE. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR AND THE MANUFACTURER OF THE PRIZE, TRAEGER, FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES. THESE RULES CONTAIN ARBITRATION PROVISIONS THAT AFFECT THE WAY IN WHICH ANY CLAIM OR DISPUTE BETWEEN YOU AND THE SPONSOR WILL BE RESOLVED.
- 2. GIVE-AWAY DESCRIPTION.**The Give-Away (the "Give-Away") is valid in the 48 contiguous United States and the District of Columbia, except for New York, Florida, and Rhode Island, and anywhere else it is prohibited by law; the Give-Away is void in Puerto Rico and other U.S. Commonwealths, territories and jurisdictions (including overseas military installations) and where otherwise prohibited by law. (the "Territory"). The Give-Away begins and ends at the dates and times listed in these Official Rules (the "Give-Away Period"). The Give-Away is governed by these Official Rules along with any other additional rules on the Give-Away Page.
- 3. WHO IS ELIGIBLE TO ENTER/TO WIN.**
 - A. The Give-Away is open only to natural persons who are legal residents of the Territory, at eighteen (18) years of age at the time of entry (such persons who enter are called "Participant(s)"). Persons in the following categories are NOT eligible to participate: any person who on or after the beginning of this Give-Away was or is (i) a director, officer, employee, agent, or independent contractor of Sponsor; (ii) a director, officer, employee, agent, or independent contractor of the prize manufacturer or any entity engaged to assist with the creation, administration, advertising, or management of the Give-Away; or (iii) an immediate family member (defined as spouse, IRS-dependent, or biological, foster,

in-law, adoptive, or step- mother, father, sister, brother, daughter, or son) of, or who resides in the same household as, any person in any of the preceding categories.

- B. Participants may submit a single entry in the Give-Away. Any attempt by Participant to submit more than the stated number of permitted entries by using multiple/different identities, email addresses and/or any other method will void that Participant's entry and that Participant may be disqualified from participating in the Give-Away. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed submitted by the person in whose name the email account (provided via the Give-Away entry form) is registered ("Authorized Account Holder"). The Authorized Account Holder is the natural person who is assigned to the email address by an internet access provider, on-line service provider, or other organization that is responsible for assigning email addresses, or the domain associated with the submitted email address. No mechanically or programmatically reproduced entries are permitted. Sponsor will not verify receipt of entries for Participants. All entries submitted become the sole property of Sponsor and will not be returned. Sponsor is not responsible for lost, late, misdirected, illegible, or damaged entries.
- C. Winning the prize requires that the Participant is, and remains, in compliance with these Official Rules and any other additional rules on the Give-Away Page. Until a Participant is verified to be eligible and in compliance with these Official Rules and any other additional rules on the Give-Away Page, the Participant is, and will remain, a potential winner, unless the potential winner is disqualified for not complying with the Official Rules, any additional rules, and/or not being eligible to participate in the Give-Away. Sponsor reserves the right to disqualify any potential winner who Sponsor, in its sole and absolute discretion, determines is not permitted by law to receive a prize. Sponsor is not required to conduct any advertising or public relations associated with a winner.

4. HOW TO ENTER.

- A. By entering this Give-Away, you acknowledge that you have the opportunity to subscribe to the Sponsor's promotional emails or to grant your approval for Sponsor to add you to their email subscription list.
- B. There is only one way to enter the Give-Away, and that is by email to the Sponsor. Follow the link provided and complete the required information on the entry form. At minimum, you will be required to provide your first and last name, your email, and confirm you are at least 18 years of age or older.
- C. All electronic entries for any Promotion Period must be received during that Promotion Period. Proof of transmission is not proof of receipt.
- D. Sponsor may run multiple campaigns, contests, Give-Away or other promotions simultaneously. Participation in one campaign, contest, or Give-Away does not constitute participation in any other unless explicitly stated otherwise.
- E. The computer used for entry must accept cookies, or any successor or similar technology, which may be used for the purpose of entry tracking.
- F. Important notice regarding online entry from your mobile device: Depending on your wireless service provider/plan, Participant may be subject to additional fees when completing an entry from a mobile device in connection with entering and participating in the Give-Away or communicating with Sponsor or its representatives. Participants using a mobile device for entry are solely responsible for all

charges, fees and taxes associated with entry and participation in this Give-Away. Participants should consult their wireless service provider regarding its pricing plans prior to participating via a mobile device.

- 5. GIVE-AWAY – PRIZES/ODDS OF WINNING.** The prize(s) and value(s) available for any Give-Away will be listed on the Give-Away Page. The approximate retail value (“ARV”) of the prize stated on the Give-Away Page is accurate as of the date it is posted. Sponsor is not liable for fluctuations in the stated ARV of any prize. The odds of winning in any Give-Away depend on the number of eligible entries received for that Give-Away, and the odds are the same for all Participants.
- 6. WINNER SELECTION AND NOTIFICATION.** Each potential winner will be notified via email using the contact information supplied at the time of entry. The notification will include instructions on how to contact Sponsor to provide name, address or other information that may be necessary to complete validation of eligibility, obtain and complete Prize Claim Documents (defined below), and delivery of the prize. No liability is assumed for any winner notification that is lost, intercepted, or not received by a potential winner for any reason. If a potential winner does not respond within forty-eight (48) hours after the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner may be disqualified and an alternate winner may be selected. If a potential winner is found to be ineligible, or if he or she has not complied with these Official Rules and any other additional rules on the Give-Away Page, or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected.
- 7. ADDITIONAL PRIZE INFORMATION.** Sponsor may, at its sole and absolute discretion, select an alternative potential winner should any potential winner be disqualified. Sponsor will provide for standard trackable delivery of the prize in the Give-Away. The prizewinner shall be solely responsible for all federal, state, and/or local taxes and other fees associated with prize receipt and/or use. The prize may not be transferred, assigned or changed except at the sole and absolute discretion of Sponsor. Prizes pictured in advertising, marketing, or promotional materials are for illustrative purposes only. In the event there is a discrepancy or inconsistency between statements contained in any such materials and the terms and conditions of these Official Rules, these Official Rules together with the additional rules on the Give-Away Page for the specific prize shall prevail, govern and control. A substitute prize of comparable or greater value may be awarded if any prize listed becomes unavailable for any reason. Winners of prizes valued at \$600 or more (whether one prize or a total value of all prize won in a calendar year) will be issued an IRS Form 1099 for the value of the prize.
- 8. PRIZE CLAIM DOCUMENTS.** The Prize Claim Documents may include, but are not limited to: a Declaration or Affidavit of Eligibility (as solely determined by Sponsor), Release of Liability, a Publicity Release (where lawful), a Federal IRS form W-9 for tax filing purposes (for the year a prize is received), and such other documents as may be determined by Sponsor. All Prize Claim Documents must be returned as provided in the directions to the potential winner prior to being declared a winner or receiving any prize. Prizes that require shipping to the winner will ship approximately four to six weeks from date of verification. If verification of any information provided results in forfeiture, no prize will be awarded to that individual. Upon prize forfeiture, no compensation will be given.

9. **RELEASE.** By entering the Give-Away or receipt of any prize, Participants and any declared winner for himself/herself and his/her heirs, successors, assigns, agents and representatives release and shall hold harmless Sponsor, the prize manufacturer, and any other third-party providers and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers (“Companies”), each of the Companies’ respective parent companies, and each such Company and parent company’s respective officers, directors, employees and agents (collectively, the “Participating Parties”) from and against any damages or loss resulting from any claim or cause of action based upon any injury of any kind, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Give-Away or receipt or use or misuse of any prize.
10. **LIMITATION OF LIABILITY. IN NO EVENT WILL THE SPONSOR , THE PRIZE MANUFACTURER, OR ANY PARTICIPATING PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF PARTICIPATION IN THIS GIVE-AWAY OR THE ACCEPTANCE, POSSESSION, USE, MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE(S). WITHOUT LIMITING THE FOREGOING, THIS GIVE-AWAY AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THESE LIMITATIONS OR EXCLUSIONS OF LIABILITY ARE SUBJECT TO APPLICABLE LAW.**
11. **GENERAL PROVISIONS.** Sponsor is not responsible for any typographical or other error in the printing of this offer, administration of the Give-Away, or in the announcement of prizes. In the event Sponsor is prevented from continuing with this Give-Away, or the integrity and/or feasibility of the Give-Away is undermined by any event including, but not limited to: fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, pandemic, or any federal, state or local government law, order or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor’s control (each a “Force Majeure” event or occurrence), Sponsor shall have the right, in its sole discretion and for any reason or no reason, to abbreviate, modify, suspend, cancel, or terminate the Give-Away. In such event, Sponsor, in its sole and absolute discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered in the Give-Away. Persons who tamper with or abuse any aspect of this Give-Away, or act in violation of the Official Rules, will be disqualified. Any attempt by any person to deliberately undermine the legitimate operation of the Give-Away may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages 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. Sponsor reserves the right to modify these Official Rules in any way or at any time. Sponsor reserves the right, in its sole and absolute discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Give-Away or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike, fraudulent, deceptive, or disruptive manner. Sponsor’s computer is the official timekeeping device for the Give-Away. Each Participant shall only participate in the Give-Away on his or her own behalf and cannot participate or enter on behalf of any other person or entity.

Sponsor reserves the right to block entry to any individual for any or all Give-Aways conducted by Sponsor, whether current or in the future, if such individual is determined to be found in violation of these rules.

- 12. DISCLAIMER OF CERTAIN WARRANTIES.** Sponsor makes no warranty that the website interface for submission of your entry form and any content, features, or functionality offered thereon will meet any requirement or will be uninterrupted, timely, secure, or error-free; or that there will be no errors in the website interface for submission of your entry form or any content, feature, or functionality offered thereon. Sponsor shall not be responsible for any damage caused to your computer, mobile device, or data, or for any bugs, viruses, Trojan horses, or other destructive code resulting from use of its website interface, entry form, or other interfaces or any content related thereto.
- 13. PERSONAL DATA.** To validly enter and to claim a prize, Participants are required to provide Sponsor with certain information that can reasonably be used to identify them, such as their name, residential address, residential telephone number, email address, daytime telephone number and/or other contact information (“Personal Data”) Any information Participant provides to Sponsor may be used to communicate with Participant in relation to this Give-Away or on a Give-Away winners list. Participant acknowledges that his/her Personal Data and his/her image or likeness may be used and shared by Sponsor with third parties in connection with the Give-Away (including but not limited to prize fulfillment) and also as allowed by Sponsor’s Privacy Policy (subject to the terms and conditions of Sponsor’s Privacy Policy). Participant has read, understands, and consents to Sponsor’s Privacy Policy, which is incorporated herein by reference. Participant further expressly releases, discharges, and shall hold harmless the Participating Parties and all persons acting under their permission or authority, from any and all claims and liabilities he/she may have relating to Sponsor’s use of his/her Personal Data, image or likeness in connection with the Give-Away and/or in accordance with Sponsor’s Privacy Policy or these Official Rules and any additional rules on the Give-Away Page, including, without limitation, claims under defamation, right of publicity and invasion of privacy. Participant grants a license to Sponsor to make use of Participant’s name, voice, signature, photograph, image, likeness, distinctive appearance, gesture or mannerisms in connection with the Give-Away and promotion of the Give-Away, along with announcing the prize winner.
- 14. SEVERABILITY.** If any part of these Official Rules or any additional rules on the Give-Away page is deemed to be invalid, unenforceable or illegal, then the balance shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable or illegal provision were not contained herein.
- 15. GOVERNING LAW, ARBITRATION AND DISPUTE RESOLUTION.**

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS THE WAY IN WHICH ANY CLAIM OR DISPUTE BETWEEN YOU AND THE SPONSOR IS RESOLVED.

- A. GOVERNING LAW/NO CLASS ACTION.** Unless the laws of your jurisdiction require that the laws of that jurisdiction govern, in which case the laws of such jurisdiction shall govern, all claims arising out of the Give-Away and all issues and matters concerning the construction, validity, interpretation, and enforceability of these Official Rules and any other additional rules on the Give-Away Page, or the rights of Participant(s), shall be governed by and construed in accordance with the laws of the State of Indiana and the United States of America, without regard to conflict of laws principles. Any and all

disputes, claims, and causes of action arising out of, or connected with, the Give-Away shall be resolved individually, without resort to any form of class action and Participant waives any right to class action status.

- B. PROCESS.** Any claim, controversy, or dispute (whether in contract, tort, or otherwise) arising directly or indirectly out of or related to the Give-Away shall be resolved exclusively by a final and binding arbitration administered by the American Arbitration Association (the “AAA”) and conducted before a sole arbitrator pursuant to the applicable Rules and Procedures established by the AAA. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (the “FAA”), 9 U.S.C. §§ 1-16. The arbitration shall be conducted in the English language. The arbitration shall be held at a location determined by the AAA pursuant to the Rules and Procedures (provided such location is reasonably convenient for Participant), or at such a location as may be mutually agreed by the Participant and Sponsor. The arbitrator’s decision shall be controlled by the terms and conditions of these Official Rules, together with any other additional rules on the Give-Away Page, and any of the other agreements referenced herein that the Participant may have entered into in connection with the Give-Away. The arbitrator shall apply the laws of the State of Indiana consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law.
- 16. SCOPE.** This agreement to arbitrate claims and disputes is intended to be broad and includes, without limitation, (i) claims or disputes relating to any aspect of the Give-Away, whether based in contract, tort, statute, or any other legal theory, (ii) claims or disputes directly or indirectly arising from conduct or events that occurred prior to the effective date of these Rules (including, without limitation, claims relating to advertising), or after its termination, (iii) claims or disputes subject to class action litigation in which you are not currently a member of a certified class, and (iv) claims or disputes with any agent, employee, successor or assign of you, the Sponsor, the Administrator, or any Released Party (all such claims and disputes are referred to collectively as “**Claims**”). This agreement to arbitrate does **not**, however, include Claims pertaining to intellectual property rights.
- 17. NO PRECLUSIVE EFFECT.** No award or finding or stipulation of fact by the arbitrator will have any preclusive or collateral estoppel effect in any other arbitration or court, unless it involves the exact same parties.
- 18. THIRD PARTY TRADEMARKS.** Traeger and other third-party trademarks referenced herein are the property of their respective owners. No association, sponsorship, approval or other connection between Sponsor and Traeger is stated or implied.