

DURAFLAME® 2019 WESTERN BBQ CHIPMASTER INSTANT WIN GAME
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

The Duraflame® 2019 Western BBQ Chipmaster Instant Win Game ("Game") is sponsored by Duraflame, Inc. ("Sponsor"), P.O. Box 1230 Stockton, CA 95201-1230, and is administered by Prize Logic, LLC ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

1. **GAME PERIOD:** The Game begins on May 24, 2019 at 12:00 PM (noon) Eastern Time ("ET") and ends on September 2, 2019 at 11:59:59 PM ET ("Game Period"). The Administrator's computer is the Game's official clock.
2. **ELIGIBILITY:** This Game is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of Game Play, as defined in Section 3. Employees of Sponsor, Administrator, and any of their respective owners, parent companies, affiliates, directors, subsidiaries, franchisees, representatives, advertising, promotion and production agencies, agents (collectively, the "Game Entities") and their immediate family members (*i.e.*, spouse, parent, child, sibling, and the "steps" of each) and persons living in the same household of each are not eligible to participate in the Game. Void where prohibited or restricted by law. All federal, state and local laws apply.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor and Administrator's decisions, which are final and binding in all matters related to the Game. Winning a Prize, defined in Section 4, is contingent upon fulfilling all requirements set forth herein. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. For purposes of the Game, an entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of Game Play. Entrants will not be allowed to change their physical address or e-mail address. If it is discovered or suspected that an entrant has registered or attempted to register for the Game using multiple e-mail addresses or multiple identities, all of that entrant's Game Plays will be declared null and void and any Prize an entrant might have been entitled to win will not be awarded any may be revoked. Use of any automated system or any like methods to participate in the Game is prohibited and will result in disqualification of any entrant attempting such use.

3. **HOW TO PLAY THE GAME:** During the Game Period, eligible entrants must visit <https://westernchipmaster.com> ("Website"), accurately complete and submit the registration form including, but not limited to, his/her first and complete last name (no initials), valid e-mail address, telephone number, date of birth, street address (no P.O. Boxes will be allowed), city, state, and ZIP Code. After registering or logging-in to the Website, the entrant must then follow the on-screen instructions to complete the Recipe Survey and then play the Instant Win Game ("Game Play"). After completing registration, each time the entrant visits the Website, he/she must enter his/her valid e-mail address in order to complete a Game Play. After completing the Game Play, the entrant will receive notification on the Website screen as to whether he/she is a potential "winner" ("Notification"). Each entrant who receives a winning Notification will be deemed a potential winner subject to verification of the entrant's eligibility and compliance with these Official Rules, as determined by Sponsor in its sole and absolute discretion. An entrant is not a winner of any Prize, even if the Notification should so indicate, unless and until entrant's eligibility and the potential winning Game Play have been verified

and entrant has been notified that verification is complete. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any Game Play that occurs after the system has failed for any reason is deemed a defective Game Play, is void, and will not be honored.

NOTE: Data rates may apply if an entrant uses a mobile device to participate. Entrants should consult their wireless service providers regarding their pricing plans.

LIMIT: There is a limit of one (1) Game Play per entrant per day during the Game Period. A “day” is defined as starting at 12:00 AM (midnight) ET and ending at 11:59:59 PM ET on each calendar day during the Game Period, except on May 24, 2019 when the day will start at 12:00 PM (noon) ET and end at 11:59:59 PM ET. In the event that a household enters the Game using more than five (5) unique e-mail addresses, all of the Game Plays associated with that household (determined by Sponsor or Administrator in their sole discretion) may be disqualified.

4. PRIZES, ODDS OF WINNING, AND APPROXIMATE RETAIL VALUE (“ARV”):

A. Prizes: The following “Prize” are available during the Game Period:

| Quantity | Prize Description | ARV (each) |
|----------|--|------------|
| 250 | A bag of Western BBQ Chips and a smoker box* | \$15 |
| 102 | \$10 Walmart e-gift card | \$10 |
| 816 | \$5 Walmart e-gift card | \$5 |

No more than one thousand one hundred sixty-eight (1,168) Prizes are available in the Game.

* The smoker box is the small, metal, open-top box designed to hold the wood smoking chips while in use on the grill.

B. Total ARV: The total ARV of all available Prizes in the Game is Eight Thousand Eight Hundred Fifty Dollars (\$8,850).

C. Odds of Winning/Limit: The odds of winning a Prize depend on when the entrant completes a Game Play. Prizes will be made available at random times throughout the Game Period. To be a potential winner of a Prize, an entrant’s Game Play must have occurred either at the exact randomly predetermined winning time as determined by Sponsor and/or Administrator. If a Game Play does not occur at the exact randomly predetermined winning time, then the next entrant’s Game Play to occur after that time will be deemed a potential winner. The number of Prizes available to be won will decrease during the Game Period as Prizes are awarded and claimed.

D. General Prize Restrictions: Walmart e-gift cards are subject to the terms and conditions available at https://help.walmart.com/app/answers/detail/a_id/57/~/-/gift-card-terms-and-conditions. There is a limit of one (1) Prize per household. No Prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a Prize of equal or greater value in case of unavailability of a Prize or force majeure. All other costs and expenses not expressly set forth herein shall be solely the winner’s responsibility. The Game Entities shall not be held responsible for any delays in awarding

a Prize for any reason.

5. **HOW TO CLAIM A PRIZE:** Each potential winner is subject to verification of eligibility and compliance with these Official Rules. All potential winners may be requested to provide additional documentation for verification purposes. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a Prize, or in the event that the potential winner fails to return any requested documentation (if applicable), the Prize may be forfeited. If a Prize is forfeited, the Prize may be awarded to an alternate winner, selected in a random drawing from among all remaining non-winning Game Plays, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver a Prize, the Prize may not be re-awarded. Prizes will be sent via electronic mail to verified winners at e-mail provided at the time of registration within approximately 6 to 8 weeks from the end of the Game. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any Prize won.

Sponsor will attempt to notify each potential winner as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Game e-mail, including any winner notification e-mail, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. The right to receive a Prize is non-assignable, non-transferable and no Prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a Prize of equal or greater value in case of unavailability of a Prize or force majeure, at Sponsor's sole and absolute discretion. Game Entities shall not be held responsible for any delays in awarding the Prize for any reason.

6. **LIMITATION OF LIABILITY:** By participating in this Game entrants agree that the Game Entities and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents ("Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, postage due, or undeliverable e-mail notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet 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; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any Website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Game 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 Game-related website(s). The Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Game and/or accepting or using a Prize. The Released Parties shall not be responsible or liable for Game Plays that are entered by any automated computer, program, mechanism or device, for any Game Plays in excess of the stated limit or for Game Plays that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such Game Plays may, in Sponsor's sole discretion, be disqualified.

If, for any reason, the Game is not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Game and/or proceed with the Game, including the selection of winners in a manner it deems fair and reasonable including the selection of the winners from among eligible Game Plays received prior to such cancellation, termination, modification or suspension. In no event will more Prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winners. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more Prizes are claimed than are intended to be awarded according to these Official Rules, the intended Prizes will be awarded in a random drawing from among all verified Prize claims received.

By entering the Game, each entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his or her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Game; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Game, including but not limited to any Game-related activity or element thereof, and the entrant's Game Plays, participation or inability to participate in the Game, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Official Rules or any Game materials, (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof), (e) any change in the prize (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation or modification of the Game, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of any Game Play (including, without limitation, the registration information or any parts thereof), (i) any technical malfunctions or unavailability of the Website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant, (j) interruption or inability to access the Game, the Website or any other Game-related websites or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to entrant's (or any third person's) equipment used to access the Game and/or its contents related to or resulting from any part of the Game, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, delayed, garbled,

corrupted, destroyed, incomplete, undeliverable or damaged Game Plays, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (o) lost, late, stolen, misdirected, damaged or destroyed prize (or any element thereof), or (p) the negligence or willful misconduct by entrant.

Without limiting the foregoing, everything regarding this Game, including the Website and Prize components, 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. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages or exclusions 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.

- 7. DISPUTES: THIS GAME IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR GAME ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE GAME PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**
- 8. PRIVACY:** Sponsor's privacy policy is available at <https://www.duraflame.com/terms-of-use>.
- 9. PUBLICITY RIGHTS:** By participating in the Game and/or accepting a Prize, each entrant agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use his or her name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, worldwide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.
- 10. GENERAL:** Any attempted form of participation in this Promotion other than as described herein is void. If it is discovered or suspected in Sponsor's sole and absolute discretion that an entrant has registered or attempted to register more than once using multiple e-mail addresses, accounts, multiple identities, proxy servers or like methods, all of that entrant's Game Plays will be declared null and void, and that entrant will be ineligible to win a Prize.

Also, if it is discovered that any entrant attempts to receive additional Game Plays in excess of the stated limitation, that entrant may, in Sponsor's sole discretion, be disqualified from the Game. In the event of a dispute as to the identity of a winner, the winning Game Play will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such Game Play. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor and Administrator reserve the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Game, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Game. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Game will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS GAME IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the Prize documents will not affect the validity or enforceability of any other provision. Sponsor's and/or Administrator's interpretation of these Official Rules is final and binding in all matters related to the Game. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All Game Plays and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Game details contained in these Official Rules and Game details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Game as set forth in these Official Rules shall prevail.

11. WINNERS LIST: To obtain a list of winners, mail a self-addressed, stamped business-sized envelope to: Duraflame 2019 Western BBQ Chipmaster Instant Win Game - Winners List Request, P.O. Box 251328, West Bloomfield, MI 48325. Winners List requests must be received by November 1, 2019.

Customer Service inquiries may be made at [Contact Us](#).

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