## Jack Link's® CMA Fest Trip Sweepstakes OFFICIAL RULES

## **NO PURCHASE NECESSARY**

BY ENTERING (OR OTHERWISE PARTICIPATING IN) THIS SWEEPSTAKES, ENTRANTS AGREE TO THESE OFFICIAL RULES, WHICH ARE A BINDING CONTRACT, AND SHOULD BE READ CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SWEEPSTAKES ENTITIES FROM ENTRANTS AND A LIMITATION OF ENTRANTS' RIGHTS AND REMEDIES. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

**SWEEPSTAKES DESCRIPTION:** The Jack Link's® CMA Fest Trip Sweepstakes (the "Sweepstakes") begins on January 1, 2024, at 12:00:01 a.m. Eastern Time ("ET") and ends on March 31, 2024, at 11:59:59 p.m. ET (the "Sweepstakes Period"). Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Link Snacks, Inc., One Snack Food Lane, Minong, Wisconsin 54859 ("Sponsor"), including decisions regarding the interpretation of these Official Rules, which shall be final and binding in all respects.

**ELIGIBILITY:** Only legal United States residents who reside in the fifty (50) United States and Washington, D.C., who are eighteen (18) years of age or older are eligible to enter. Employees, officers and directors of Sponsor, Country Music Association, Inc. ("**Prize Provider**") and each of their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, agents, advertising and promotion agencies, and sweepstakes administrators (collectively, the "**Sweepstakes Entities**") and the immediate family members, and/or those living in the same household of each, are ineligible to enter the Sweepstakes or win a prize. For purposes of this Sweepstakes, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children, and grandchildren. For purposes of this Sweepstakes, those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. Sweepstakes is void where prohibited by law.

HOW TO ENTER: To enter the Sweepstakes, go to JackLinksCMAFest.com (the "Website"). Then, follow the on-screen instructions to complete the entry form in its entirety and submit your entry to receive one (1) entry into the Sweepstakes. Limit one (1) entry per person per day. For purposes of these Official Rules, a 'day' is defined as any twenty-four (24) hour period during the Sweepstakes Period beginning at 12:00:01 a.m. ET and ending twenty-four (24) hours later at 11:59:59 p.m. ET. All entries must be received by the end of the Sweepstakes Period in order to participate. The Website's database clock will be the official timekeeper for online entries in this Sweepstakes. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Sweepstakes Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of the entries in the Sweepstakes. The Sweepstakes Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. The Sweepstakes Entities assume no responsibility for any disruption in the Sweepstakes, including, but not limited to, the failure or interruption of any wireless or internet service provider. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted.

**WINNER SELECTION AND NOTIFICATION:** At the end of the Sweepstakes Period, one (1) potential prize winner will be randomly selected from all eligible entries received throughout the Sweepstakes Period. The potential prize winner will be notified by e-mail on or about April 12, 2024 using contact information provided or collected at the time of entry. Sponsor shall have no liability 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 seventy-two (72) hours of the notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. Sponsor, in its sole discretion, will attempt to contact up to three (3) potential alternate winners of the prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such potential prize winner will be disqualified, and an alternate prize winner may be selected. **The odds of winning depend on the number of eligible entries received.** 

**PRIZE/APPROXIMATE RETAIL VALUE:** One (1) Prize is available. The Prize consists of the opportunity for the winner and one (1) guest to attend the 2024 CMA Fest currently scheduled to take place from June 6, 2024 – June 9, 2024 in Nashville, TN. Winners tentative travel dates are June 6 - 10, 2024. Prize includes round-trip economy class air transportation for the winner and their guest from a major airport near winner's home to Nashville, TN, 5-day/4-night hotel accommodations (one room, double occupancy), two (2) 4-day admission tickets for the CMA Fest, two (2) Riverside Retreat 4-day passes, and \$500 in cash. The approximate retail value ("**ARV**") of the Prize is \$5,660.

Travel must be taken on dates designated by Sponsor. Dates of departure and return are subject to change at Sponsor's sole discretion. Winner's guest must be eighteen (18) years of age or older and must sign and return a Liability/Publicity Release prior to ticketing of the prize. Winner and their guest must travel together on the same itinerary and possess all required travel documents, including valid photo ID. Air transportation tickets are non-refundable/non-transferable and may not be valid for upgrades and/or frequent flyer miles. All air transportation tickets are subject to the vagaries of flight variation, work stoppages and schedule or route changes. ARV may vary depending upon points of departure and destination and fare fluctuations. If the closest airport to a prize winner's home is in close enough proximity to prize destination city so that, as Sponsor may determine in its sole discretion, a flight is unnecessary, such prize winner will receive alternate transportation from the Sponsor with no further obligation to the winner. Prize winner will not receive cash or any other form of compensation if actual travel costs are less than the prize ARV in these Official Rules. Sponsor reserves the right to structure the travel route and select hotels in its sole discretion. The winner may be required to provide a credit card at the time of hotel checkin. All expenses not specifically mentioned herein are not included as part of the prize, and are solely the responsibility of the winner, including, but not limited to ground transportation, travel insurance, room service, bag check fees, parking fees, food, beverages, tips, gratuities, and service charges. If the prize winner is unable to participate in the trip during the dates designated by Sponsor, the prize will be forfeited in its entirety. The Sweepstakes Entities shall not be responsible for any cancellations, delays, diversions, substitutions, or any other act or omissions whatsoever by air carriers, hotel, venue operators, transportation companies, prize providers, or any other persons providing any prize-related services or accommodations. No refund or compensation will be made in the event of the cancellation or delay of any transportation or missed prize events, opportunities, or expenses incurred or change to any other prize element as a consequence of delay or cancellation,

except at the sole and absolute discretion of Sponsor. Prize is non-transferable, with no cash redemptions, equivalents, or substitutions except at Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion.

**GENERAL PRIZE CONDITIONS:** Prize winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize, regardless of whether the prize elements are used. Any potential prize winner must execute and return an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "Prize Claim Documents"). If winner fails or refuses to sign and return all Prize Claim Documents within five (5) days of prize notification (or a shorter time if required by exigencies), winner may be disqualified and an alternate winner may be selected. The ARV of the prize is based on available information provided to Sponsor and the actual retail value of the prize awarded to winner will be reported for tax purposes as required by law. Winner will be issued a 1099 tax form following the receipt of the prize. Sponsor is not responsible for and will not replace any lost or stolen prizes or any prize that is undeliverable or does not reach the winner because of an incorrect or changed address. If winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited, and Sponsor will have no further obligation with respect to the prize or that portion of the prize. No more than the stated prize will be awarded. Sponsor is not responsible for, and winner will not receive, the difference, if any, between the actual value of the prize at the time of the award and the stated ARV in these Official Rules or any Sweepstakes-related correspondence or material.

If, for whatever reason, the 2024 CMA Fest is cancelled after the prize is awarded, Sponsor's liability for the prize is limited only to the non-CMA Fest portions of the prize. No compensation will be paid in lieu of the cancelled festival. The admission tickets to the CMA Fest and the Riverside Retreat passes (collectively "Tickets") are subject in all respect to the terms and conditions set forth on the Tickets and any requirements of the facility hosting the event. Seat locations (if applicable) will be determined by Sponsor. The winner is strictly prohibited from selling, auctioning, trading or otherwise transferring the Tickets unless Sponsor consents in writing. In the event winner and/or their guest engages in behavior that (as determined by Sponsor in its sole and absolute discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip or other applicable experience, in whole or in part, including by sending winner and/or their guest home with no further compensation. Decisions regarding the conduct of the winner and guest in all aspects of their participation in the prize event/activity will be in the sole discretion of Sponsor, or any of Sponsor's representatives, and final and binding in all respects. Winner and guest may be removed or disqualified from participating in any aspect of the prize for any reason at any time, including, without limitation, creating an unauthorized disturbance, interruption or unnecessarily rough physical contact, creating the potential for injury or property damages, or for any unhealthy, unsafe, unlawful, or inappropriate act. If a winner or guest who, in the opinion of Sponsor, or any of Sponsor's representatives, is considered a physical or mental threat to the well-being of any other individual, he/she may be removed from any premises relating to the prize and winner consents to such removal.

The Sweepstakes Entities make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize furnished by third parties in connection with the Sweepstakes. <u>WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE</u> <u>PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR</u> <u>IMPLIED, AND THE SWEEPSTAKES ENTITIES HEREBY DISCLAIM ALL SUCH</u> <u>WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF</u>

## MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

**GENERAL:** Subject to applicable law, acceptance of a prize constitutes prize winner's permission for Sponsor and its designees to use prize winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed ("Advertising"), in perpetuity, without further notice or compensation. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and winner hereby disclaims and waives any claim of right to such Advertising. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event Sponsor is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select winners in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Sweepstakes materials and these Official Rules, these Official Rules shall control. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of Sponsor and may be changed from time to time without notice.

**CONDUCT:** The Sweepstakes Entities are not responsible for the actions of entrants in connection with the Sweepstakes, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. Sponsor reserves the right, at its sole discretion, to disqualify any individual found to be tampering with the participation process or the operation of the Sweepstakes, or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules, or to be acting in any manner deemed by Sponsor to be disruptive or unsportsmanlike, or with intent to annoy, abuse, threaten or harass any other person and void all associated entries. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, at its sole and absolute discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.

WAIVERS AND DISCLAIMERS: The Sweepstakes Entities assume no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or

garbled entries, URLs, text messages, or emails; (b) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of entries; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Sweepstakes; (e) inaccessibility or unavailability of wireless service, the Internet, any website, or any combination thereof or for telephone or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the administration of the Sweepstakes, the processing of entries, prize notifications, or in any other Sweepstakes-related materials; or (f) any injury or damage to entrants' or to any other person's telephone or computer which may be related to or resulting from any attempt to participate in the Sweepstakes.

**RELEASES:** All entrants, as a condition of participation in this Sweepstakes, agree to release, discharge, indemnify and hold harmless the Sweepstakes Entities and the Prize Provider and each of their respective directors, officers, employees, agents, successors and assigns (collectively, "**Released Parties**") from and against any and all liability, claims, costs (including attorneys' fees), losses, damages, fines, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with: (i) participation in any aspect of the Sweepstakes (including travel to/from any Sweepstakes activity), (ii) the receipt, ownership, use or misuse of the prize awarded, including any travel associated with any prize, (iii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; or (iv) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or prize.

## **GOVERNING LAW:**

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules or the rights and obligations of entrants or the Sweepstakes Entities in connection with the Sweepstakes shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO ATTORNEYS' CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR. AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**DISPUTE RESOLUTION:** Entrants and Sponsor agree to finally settle all disputes only through arbitration; provided, however, that Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in the State of Wisconsin, and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. Entrants and Sponsor agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then entrant or the Sweepstakes Entities can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an inperson hearing is required, then it will take place in the State of Wisconsin. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate does not apply and the dispute must be brought in a court of competent jurisdiction in the State of Wisconsin. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either entrants or Sponsor may, notwithstanding this provision, bring qualifying claims in small claims court.

**ENTRY INFORMATION AND CONTEST COMMUNICATIONS:** As a condition of entering the Sweepstakes, each entrant gives consent for the Sweepstakes Entities to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules. Any information entrant provides to the Sweepstakes Entities may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes Winner's list. By participating in the Sweepstakes, entrant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <a href="https://www.jacklinks.com/privacy/">https://www.jacklinks.com/privacy/</a>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.

**WINNER'S LIST**: Any legally required winner's list may be obtained by sending a selfaddressed, stamped envelope to: Jack Link's® CMA Fest Trip Sweepstakes Winner, 2100 N Greenville Ave Ste 400, Richardson, TX 75082. All such requests must be received within six (6) weeks after the end of the Sweepstakes Period.

SPONSOR: Link's Snacks, Inc., One Snack Food Lane, P.O. Box 397, Minong, WI 54859.

Reference to third parties in connection with prizes and/or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Sweepstakes. Entrants irrevocably waive all claims against the Prize Provider and agree that the Prize Provider will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes or the prizes awarded. The Prize Provider has not offered or sponsored this Sweepstakes in any way. Country Music Association®,

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