

SUMMER GRILLING 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.

YOU HAVE NOT YET WON.

BY ENTERING THIS SWEEPSTAKES, YOU ACCEPT AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS IN THESE OFFICIAL RULES. WINNING IS CONTINGENT ON FULFILLING ALL REQUIREMENTS OF THESE OFFICIAL RULES. ANY VIOLATION OF THESE RULES MAY RESULT IN DISQUALIFICATION, WITHOUT NOTICE OR OBLIGATION TO THE VIOLATOR. ALL DECISIONS OF SPONSORS ARE FINAL AND BINDING IN ALL RESPECTS. VOID WHERE PROHIBITED BY LAW. All references to the terms “you,” “your,” and “entrant(s)” in these Official Rules include all individuals who enter, regardless of whether they win.

1. **SPONSORS:** (i) Tillamook County Creamery Association, at 4185 Highway 101 North, Tillamook, Oregon 97141; and (ii) What’s Gaby Cooking, LLC, at Florentia Street, Seattle, Washington 98109 (the two sponsors are collectively referred to in these Official Rules as the “Sponsors”).

Weber-Stephen Products LLC AKA Weber, at 1415 S. Roselle Road, Palatine, Illinois 60067, will be acting only as a prize provider.

This Sweepstakes is NOT sponsored, endorsed, or administered by, or associated with Instagram or any other social media platforms where the Sweepstakes will be advertised. You understand that you are providing your information to Sponsors and not to Instagram or any other social media platform. Any questions, comments, or complaints regarding the Sweepstakes must be addressed to Sponsors and not to Instagram or any other social media platform.

2. **ELIGIBILITY:** To be eligible to enter the Summer Grilling Sweepstakes (the “Sweepstakes”), entrant must be a legal resident of the fifty (50) United States (including District of Columbia) and at least 18 years of age (or the age of majority in their state; Alabama and Nebraska residents must be nineteen (19) or older and residents of Mississippi must be twenty-one (21) or older) at the time of entry. Residents of U.S. territories and possessions and U.S. military installations in foreign countries are excluded from this Sweepstakes. Past and present employees, officers, directors and agents of one or more Sponsors or any of their respective affiliates or other companies involved in the development or administration of this Sweepstakes, as well as and their immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) or those living in the same household (whether or not related) with, such employees, officers, directors and agents are not eligible to enter or win. This Sweepstakes is void where prohibited, restricted, or taxed by law. Sponsors reserve the right to disqualify any entrant that Sponsors determine, in their discretion, is ineligible to participate in the Sweepstakes.

3. TIMING:

a. SWEEPSTAKES PERIOD: The Sweepstakes entry period begins on Friday, June 14, 2024 at 9:00:01 AM Pacific Daylight Time (“PT”) and ends on Friday, July 5, 2024 at 11:59:59 PM PT (the “Sweepstakes Period”). Sponsors’ computer is the official timekeeping device for the Sweepstakes.

b. DRAWING: One (1) potential winner will be chosen through a random drawing on Monday, July 8, 2024.

4. HOW TO ENTER:

a. Follow @tillamook, @whatsgabycookin, and @webergrills on Instagram;

b. Go to <https://www.tillamook.com/summer-grilling-giveaway> and complete and submit an entry form. The entry form will require your first and last name, email address, and possibly other contact information; and

c. Sign up for Tillamook County Creamery Association’s email list, Weber-Stephen Products LLC AKA Weber’s email list, and Gaby Dalkin’s email list. You may unsubscribe from each email list at any time in the future by following the unsubscribe instructions in each future marketing email. If you want to unsubscribe from all three email lists, you must unsubscribe from each one separately.

Limit: one (1) entry per person and per Instagram account.

An Instagram account is required to enter and is available for free at <http://instagram.com>. You acknowledge that there are specific Instagram terms and conditions that apply to your Instagram account. An entrant can only use one (1) personal and publicly viewable Instagram account to enter. Each entrant will be the authorized Instagram account holder at the time of Entry. The potential winner may be required to show proof of being the authorized account holder.

All entries received after the end of the Sweepstakes Period will be void and will not be eligible to win.

Sponsors will not verify receipt of entries, and proof of submission will not be deemed proof of receipt by Sponsors. Entries are automatically null and void if not obtained through the authorized channels or if any part is late, lost, stolen, incomplete, illegible, unintelligible, invalid, damaged, misdirected, or contains typographical or other errors. Entries containing false or fraudulent information will be disqualified. Use of any scripts, macros, bots, or automatic means to submit entries will be disqualified. Any attempt by an entrant to enter the Sweepstakes more than once by using multiple/different accounts or identities or any other method will disqualify that entrant. Unless required by law, Sponsors are not required to review or respond to any correspondence received from an entrant regarding the Sweepstakes.

5. DRAWING & NOTIFICATION:

a. WINNER SELECTION. There will be one (1) potential winner drawn from all eligible entries received during the Sweepstakes Period. The potential winner will be chosen through a

random drawing, which will occur on July 8, 2024. The result of the drawing, and the decisions of Sponsors are final and binding in all respects.

b. **WINNER NOTIFICATION AND ANNOUNCEMENT.** Receiving a prize is contingent upon compliance with these Official Rules. The potential winner will be notified via email on July 8, 2024. Once the potential winner is contacted via email, the potential winner must respond to claim the prize and provide requested information (which could include phone number, proof of age, and proof of residency) within three (3) business days from the time the win notification is sent to the potential winner. If the potential winner does not respond within three (3) business days of the prize notification, or if the prize notification is returned as undeliverable, or if the potential winner is found to be ineligible, or if the potential winner cannot or does not otherwise comply with these Official Rules, the prize will be forfeited without notice to the potential winner. In such event, the prize might be given to an alternate winner, selected via random drawing from all eligible entries received during the Sweepstakes Period, at Sponsors' discretion.

REPLYING TO THE PRIZE NOTIFICATION WILL NOT AUTOMATICALLY MAKE THE POTENTIAL WINNER THE ACTUAL PRIZE WINNER. THE POTENTIAL WINNER MUST MEET ALL ELIGIBLY REQUIREMENTS AND OTHERWISE COMPLY WITH THESE OFFICIAL RULES.

The winner might be announced on Sponsors' websites, Instagram, and other social media platforms, but this is not how the potential winner will be notified.

6. **ODDS OF WINNING:** The odds of winning depend on number of eligible entries received during the Sweepstakes Period.

7. **PRIZE:**

a. **PRIZE AND PRIZE VALUE:** Winner will receive: (i) one (1) Weber® Slate™ Griddle with an approximate retail value ("ARV") of \$649; (ii) one (1) Weber Slate Griddle Cover with an ARV of \$99.99; (iii) one (1) Weber Smashed Burger Press with an ARV of \$29.99; (iv) one (1) Weber Griddle Essential Set with an ARV of \$59.99; (v) one (1) What's Gaby Cooking: Grilling All the Things cookbook with an ARV of \$31.50; (vi) sixty-two (62) coupons for Tillamook® products valued at up to \$8 per coupon (ARV of all coupons combined is up to \$496); and (vii) Tillamook merchandise (including spatula (ARV \$19.99), two (2) IC Pint Coolies (ARV \$18 for both), bandana (ARV \$12.99), oven mitt (ARV \$18.99), pan holder (ARV \$12.99), can coolie (ARV \$5.99), and trucker hat (ARV \$24.99)).

The total ARV all elements of the prize combined is \$1,480.41.

Each coupon for Tillamook products can only be used once and only for one product, and the product can cost \$8 or less. If a coupon is used for a product that costs less than \$8, the coupon will no longer be valid, and winner will NOT be given the difference in value. The coupons for Tillamook products are redeemable at any grocery store that sells Tillamook products (except Costco, Target, and any other retailer that decides, in its discretion, not to accept the coupons). The winner must redeem the coupons before the expiration date printed on the coupons.

b. **PRIZE DELIVERY:** Once Sponsors have determined that the potential winner meets all eligibility and other requirements in these Official Rules, Sponsors will coordinate prize delivery with the winner directly. Sponsors will obtain the winner's mailing address, and Sponsors will send the prize to winner's mailing address. Sponsors to pay for shipping and handling to the U.S. address. Sponsors will not be responsible or liable for a lost, stolen, misdirected, undeliverable, or damaged prize once delivered by Sponsors to the U.S. Postal Service or other common carrier, addressed to the mailing address provided by the winner.

c. **Prize Conditions:**

(i) **APPROXIMATE RETAIL VALUE:** The ARV of the prize set forth above represents Sponsors' good faith determination of the ARV thereof and cannot be challenged or appealed. The actual value may vary based on retail value or expected retail value at the start of the Sweepstakes. Further, each Tillamook product coupon is worth *up to* \$8 in value, and if a coupon is used for a product that costs less than \$8, the coupon will no longer be valid, and winner will NOT be given the difference in value. In the event the ARV of the prize is more than the *actual* retail value of the prize, the difference will not be awarded in cash or otherwise.

(ii) **TAXES:** Winner is solely responsible for reporting and paying any and all applicable federal, state, and local taxes for the prize won. The U.S. Internal Revenue Service requires a Form 1099 MISC to be issued to and filed by any prize winner if the value of the prize received is USD 600 or more. One or more Sponsors will issue an IRS Form 1099-MISC to winner for the ARV of the prize won, and winner is solely responsible for filing this completed form with the Internal Revenue Service.

(iii) **EXPENSES:** All expenses and items not specifically mentioned in these Official Rules are not included and are winner's sole responsibility.

(iv) **ADDITIONAL CONDITIONS:** The prize may not be exchanged for cash value or otherwise, and the prize is non-refundable. No substitution, transfer, or assignment of the prize is allowed by the winner. The prize is subject to availability and substitution, in whole or in part; if the prize is unavailable or cannot be awarded for any reason, Sponsors, at their discretion, may substitute the prize for a prize of equal or greater value.

(v) All prize details not set forth in these Official Rules are at the discretion of Sponsors.

8. **PUBLICITY RELEASE:** Unless prohibited by law, acceptance of the prize will constitute and signify winner's agreement and consent that Sponsors (whether collectively or individually), and third parties on one or more Sponsor's behalf, may use winner's name, city and state of residence, biographical data, voice, statements, image, likeness, and/or prize won (collectively winner's "Name and Likeness") in connection with the Sweepstakes and/or for other marketing and promotional purposes and for any other business purpose, in any media, now known or hereafter developed, throughout the world, including on the Internet (including without limitation on Sponsors' websites at <https://www.tillamook.com/> and/or <https://whatsgabycooking.com/>, on each Sponsors' social media pages and accounts, in each Sponsors' email newsletter, and on other Sponsor and/or third party websites), without providing additional notice, consent, review opportunity, or consideration to winner. Winner agrees that

Sponsors (whether collectively or individually) (and third parties on one or more Sponsor's behalf) have the unrestricted, perpetual, and worldwide right to reproduce, copy, exhibit, display, perform, transmit, broadcast, distribute, modify, create derivatives of, and otherwise use winner's Name and Likeness. Winner agrees that Sponsors may alter winner's Name and Likeness and may combine winner's Name and Likeness with other materials and information (including without limitation, text, data, images, photographs, illustration animation and graphics, or video or audio segments of any nature, in any media or embodiment, now known or hereafter developed). Winner accepts and acknowledges that Sponsors shall not be obligated to use winner's Name and Likeness, and Sponsors shall not incur any liability whatsoever to the extent Sponsors choose to refrain from any exploitation of their rights hereunder.

9. **PRIVACY:** Entries remain the property of Sponsors and will not be returned or acknowledged. All entrants acknowledge that if they are the winner, certain of their personal information may disclosed to third parties, including without limitation, on a winner's list; and in accordance with the Publicity Release section above. Further, by entering, you (meaning all entrants) understand and agree that Sponsors will use your personal information to send you email updates about upcoming events, products, and services that might interest you. **Sponsors will add you (meaning all entrants) to (i) the Tillamook County Creamery Association email list, (ii) Weber-Stephen Products LLC AKA Weber's email list, and (iii) Gaby Dalkin's email list. You may unsubscribe from each email list at any time in the future by following the unsubscribe instructions in each future marketing email. If you want to unsubscribe from all three email lists, you must unsubscribe from each one separately.**

Unless otherwise set forth in these Official Rules, personal information collected through entry into the Sweepstakes will be used in accordance with each Sponsor's privacy notice (when in the possession of each such Sponsor). Sponsors' privacy notices are at located at: <https://www.tillamook.com/privacy-policy.html> , <https://www.weber.com/US/en/privacypolicy.html> , and <https://whatsgabycooking.com/privacy-policy/> . Please review these privacy notices prior to entering the Sweepstakes.

10. **RELEASE OF LIABILITY:** By participating in this Sweepstakes, you (i) agree to release (a) Instagram; (b) any other social media platforms used to promote this Sweepstakes; (c) prize providers; and (d) Sponsors (individually and collectively) and each of their respective affiliates, suppliers, distributors, advertising/promotion agencies, Sweepstakes administrator, and each such company's officers, directors, employees, agents, and independent contractors (collectively, the "Releasees") from any and all liability for any and all claims, losses, damages, injuries, death, damage to or loss of personal property, costs and expenses (including reasonable attorneys' fees) of any kind arising out of or relating to your participation in this Sweepstakes; your acceptance, possession, use, or misuse of your prize and/or use and/or misuse of the prize by any other party once received by you; and/or the Releasees' use of your Name and Likeness (including without limitation liability from and claims for libel, defamation, invasion of privacy or right of publicity, infringement of copyright, or violation of any other right); and (ii) agree to indemnify and hold harmless the Releasees from and against any and all third-party claims, losses, damages, liabilities, injuries, death, damage to or loss of personal property, costs, and expenses (including reasonable attorneys' fees) of any kind arising out of or relating to your participation in this Sweepstakes; your acceptance, possession, use, or misuse of your prize and/or use and/or misuse of the prize by any other party once received by you; and/or the Releasees' use of your Name and Likeness (including without limitation liability from and

claims for libel, defamation, invasion of privacy or right of publicity, infringement of copyright, or violation of any other right); and (iii) acknowledge and agree that the Releasees have not made, Releasees hereby disclaim, and Releasees are not responsible or liable for any guarantees, warranties, or representations, in whole or in part, express or implied, in fact or in law, regarding the prize or use of the prize (including without limitation those regarding the prize's safety, availability, quality, performance, merchantability, fitness for a particular purpose or suitability for use, and non-infringement of third party rights, or title). The prize must be accepted as awarded, and the prize is awarded "AS IS" and "AS AVAILABLE" with no guarantee, warranty, or representation, express or implied, in fact or in law. **All entrants acknowledge and agree that Releasees expressly disclaims any and all responsibility and liability for, and that Releasees will not be responsible or liable for, injury, death, damage, or loss to people or property, that might relate to or be caused (directly or indirectly, in whole or in part) by, the delivery, possession, use, and/or misuse of the prize; or by participation in the Sweepstakes. Unless otherwise expressly provided with a specific element of the prize, Sponsors and other Releasees are not responsible or liable for maintenance, support, or replacement of the prize elements. Additional restrictions, conditions, disclaimers, and limitations regarding the prize might apply and will accompany the prize.**

11. **GENERAL CONDITIONS:** All entrants accept and agree to comply with these Official Rules. This Sweepstakes is subject to all applicable federal, state and local laws and regulations. The winner might be required to execute an Affidavit of Eligibility, a Liability Release, and a Publicity Release ("Affidavit/Release"), which must be returned to and received by Sponsors within ten (10) days from winner's receipt of the requested Affidavit/Release. Return of the prize, the prize notification, or the Affidavit/Release as undeliverable will result in disqualification, and an alternate winner might be selected through random drawing of all eligible entries received during the Sweepstakes period. Sponsors' failure to enforce any term of these Official Rules shall not constitute a waiver of such term on another occasion or any other term. Sponsors reserve the right to cancel, suspend, and/or modify the Sweepstakes, or any part of it, without liability, if any fraud, technical failures, or any other factor beyond Sponsors' reasonable control impairs the integrity or proper functioning of the Sweepstakes, or if the Sweepstakes is not capable of being executed as planned for any other reason, as determined by Sponsors in their discretion. If the Sweepstakes is terminated before the end of the Sweepstakes Period, Sponsors might, in its discretion, randomly select a winner from all eligible entries received as of the termination date.

CAUTION: ANY ATTEMPT BY ANY PERSON TO DEFRAUD SPONSORS IN CONNECTION WITH THE SWEEPSTAKES, TO DAMAGE ANY WEBSITE, OR TO OTHERWISE DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES, MIGHT BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SUBJECT TO CRIMINAL AND CIVIL PENALTIES. SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS WILL DISQUALIFY ANY SUCH PERSON FROM THE SWEEPSTAKES, WITHOUT NOTICE TO SUCH PERSON; AND SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW AND TO COOPERATE IN THE PROSECUTION OF ANY SUCH CONDUCT.

12. DISPUTES; ADDITIONAL LIMITATIONS OF LIABILITY: UNLESS PROHIBITED BY APPLICABLE LAW, THE OREGON COURTS (STATE AND FEDERAL) WILL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THIS SWEEPSTAKES, AND THE LAWS OF THE STATE OF OREGON WILL GOVERN THIS SWEEPSTAKES. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THOSE COURTS AND HEREBY SUBMITS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THOSE OREGON COURTS. These Official Rules, and the rights and obligations of entrants and Sponsors in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Oregon without giving effect to any conflict-of-law rule that would result in the application of the laws of any other jurisdiction. Any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes will be resolved individually, without resort to any form of class action. Any and all claims, judgments, and awards will be limited to the greater of (a) the actual out-of-pocket costs incurred by the applicable entrant relating to the Sweepstakes, including costs associated with entering the Sweepstakes and claiming the prize; or (b) USD 25.00 (twenty five U.S. dollars); but in no event will any entrant be awarded attorneys' fees. Under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waive all rights to claim, indirect, punitive, special, exemplary, incidental, and consequential damages, and any other damages, other than for the greater of actual out-of-pocket expenses incurred or USD 25.00. Under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waive, all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES SO THE ABOVE MAY NOT APPLY TO YOU.**

13. ADDITIONAL DISCLAIMERS AND LIMITATIONS OF LIABILITY: All entrants agree that Sponsors (either individually or collectively) and the other Releasees (defined above) will not be responsible or liable for (i) losses or injuries of any kind resulting from acceptance or use, including misuse, of the prize; (ii) any entrant's participation in the Sweepstakes; (iii) technical malfunctions of any kind, including without limitation, malfunctions of the telephone network, transmission line, computer system or network, computer equipment, hardware, software, or any combination thereof, or other disruption related to Internet traffic, viruses, or otherwise; (iv) incorrect or inaccurate information, whether caused by entrants, printing or typographical errors, or by any of the equipment or programming associated with or used in the Sweepstakes; (v) forces beyond the reasonable control of Sponsors that may cause the Sweepstakes to be disrupted or corrupted; (vi) unauthorized human intervention in any part of the entry process or the operation of the Sweepstakes; or (vii) technical or human error that might occur in the administration of the Sweepstakes or the processing of entries. Entrants also agree that Sponsors (either individually or collectively) and other Releasees are not responsible or liable for any death, injury, or damage to persons or property that might be caused, directly or indirectly, in whole or in part, from an entrant's participation in the Sweepstakes. Entrants also agree that Sponsors (either individually or collectively) and other Releasees are not responsible or liable for any injury or damage to an entrant's or third party's computer related to or resulting from an entrant's participation in the Sweepstakes or downloading any information in connection with the Sweepstakes, including without limitation any server failure, lost, delayed or corrupted data or other malfunction. Sponsors reserve the right to modify or cancel the Sweepstakes in the event that it becomes technically corrupted.

14. **RULES/WINNER'S LIST:** For an additional copy of these Official Rules or the name of the winner, send a stamped, self-addressed envelope, specifying your request to: Tillamook County Creamery Association, "Summer Grilling Sweepstakes", 1400 NW 22nd Ave, Suite 100, Portland, OR 97210. The winner list will be available after July 10, 2024.