

## BWW National Chicken Wing Day “Free Wings For A Year” Sweepstakes

### Official Rules, Terms and Conditions

(1) NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO PARTICIPATE OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID OUTSIDE THE ELIGIBILITY AREA (AS HEREINAFTER DEFINED) AND WHEREVER PROHIBITED OR RESTRICTED BY LAW.

(2) Eligibility: BWW National Chicken Wing Day “Free Wings For A Year” Sweepstakes (the “Sweepstakes”) is open to all legal residents of the United States (including D.C.) (the “Eligibility Area”), 18 years of age or older as of 07/29/2022 (each an “Entrant”). Employees of Buffalo Wild Wings, Inc. (“BWW” or “Sponsor”) and its parent, affiliated and subsidiary companies, and members of the immediate families (spouses, parents, children, and siblings and their respective spouses, regardless of where they reside), and/or those living in the same household, of any of the foregoing are not eligible (the “Released Parties”). Sweepstakes subject to all applicable federal, state and local laws. Void outside the Eligibility Area and wherever prohibited or otherwise restricted by law. By participating in the Sweepstakes, you agree that: (1) you have read and understand the Official Rules; (2) you meet the Sweepstakes eligibility requirements as set forth in these Official Rules; (3) you accept and agree to be bound by these Official Rules, and Sponsor's Terms of Use accessible at <https://www.buffalowildwings.com/terms-of-use/>, and Privacy Policy accessible at <https://www.buffalowildwings.com/privacy-policy/>; and (4) you unconditionally accept and agree to comply with and abide by the decisions of Sponsor and Administrator, whose decisions shall be final and binding in all respects.

(3) Sweepstakes Period: The Sweepstakes begins at 12:00:00 AM Eastern Time (“ET”) on July 29, 2022 and ends at 11:59:59 PM Pacific Time (“PT”) on July 29, 2022 (the “Sweepstakes Period”).

(4) To Enter: **In order to participate, you must be enrolled in BWW’s Blazin’ Rewards program as of 07/29/2022 and enter by checking-in, via the BWW mobile app, while at a BWW restaurant (an “Entry”).**

Participants may only enter the sweepstakes only once. Multiple entries will be removed from the potential pool of entrants, but the original entry will be kept. Multiple Entrants are not permitted to share the same email address. Incomplete Entries, Entries generated by script, macro or other automated means, or Entries that do not fully comply with these Official Rules, or Entries which subvert the entry process, in the sole discretion of Sponsor, will not be eligible. Proof of submission of Entry does not constitute proof of delivery or Entry during the Sweepstakes Period. All Entries become the exclusive property of Sponsor and will not be acknowledged. In the event of any dispute concerning the identity of any Entrant, the relevant Entry will be deemed submitted by the authorized account holder of the email address associated with the Blazin’ Rewards account used to submit the Entry and such individual must comply with these Official Rules. 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.

(5) Winner Selection, Notification & Prize Claiming: On or about three (3) business days after the Sweepstakes Period has ended, Sponsor, through an independent judging agency, will conduct a random

prize drawing (the "Drawing") from among all eligible Entries received in order to select one (1) potential grand prize (the "Grand Prize"):

- Grand Prize: One (1) Grand Prize winner will receive *Free wings for a year awarded as fifty-two (52) digital offer certificates (one each week) via Blazin' Rewards, each valid for one order of 6-wings (boneless or traditional) at participating BWW restaurants. Does not include delivery fees. Offer certificates must be used within seven (7) days of issuance. Unused certificates will expire and not be replaced. (Total ARV: \$500).*

In no event will Sponsor be responsible for awarding more than the stated number of Prizes herein.

Sponsor will notify winner by e-mail. By entering, Entrants give their express permission to be contacted by Sponsor by email and/or phone. Winner must respond to initial notification within three (3) days of the date of notification or Grand Prize will be forfeited and an alternate winner will be selected. Winner may be required to sign and return an Affidavit of Eligibility and Release within ten (10) days of notification in order to receive the prize. In the event of noncompliance with these requirements, the prize will be forfeited and an alternate winner may be selected. If prize notification is returned as undeliverable, the prize will be forfeited and an alternate winner will be selected. Unclaimed prizes may not be awarded.

In no event will Sponsor be responsible for awarding more than the stated number of prizes herein. The prize restrictions/conditions stated herein are not all-inclusive. Sponsor is not responsible if a prize is delayed, postponed, or cancelled for any reason, in which event portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. All federal, state, and other tax liabilities arising from accepting a prize in this Sweepstakes are the sole responsibility of the winner. The Grand Prize winners may receive an IRS Form 1099 at the end of the tax year in which they accepted the prize for the actual value of the prize awarded. No transfer, substitution or cash equivalent for any prize, in whole or in part, will be permitted, except at Sponsor's sole discretion, and only then for a prize of greater or comparable value determined by Sponsor shall be allowed. The decisions of Sponsor are final and binding on all matters relating to this Sweepstakes. Odds of winning a prize are dependent upon the total number of eligible Entries received throughout the Sweepstakes Period. Prizes are awarded "as is" with no warranty or guarantee, either express or implied. All taxes, if any, are winner's responsibility. Prizes cannot be redeemed for cash. All prize details are at Sponsor's sole discretion. Limit one (1) prize per person.

(6) By accepting a prize in the Sweepstakes, all potential/confirmed winners hereby consent to the use by the Released Parties of their Entry and all information contained therein including but not limited to, name, likeness, opinions, images, statements and/or other indicia of persona, and personally-identifiable information (collectively "Likeness"), for any and all uses and purposes (including, without limitation, for purposes of advertising and trade) in any media now known or hereinafter developed in any manner throughout the world (including, without limitation, the World Wide Web and on-air) in perpetuity without additional consideration (where legal), consent or prior review, and upon request will provide written consent to such use.

(7) General Terms: Noncompliance with any of these Official Rules may result in disqualification. ANY VIOLATION OF THESE OFFICIAL RULES BY ENTRANTS OR WINNERS OR ANY BEHAVIOR BY A WINNER THAT WILL BRING SUCH WINNER OR SPONSOR INTO DISREPUTE (IN SPONSOR'S SOLE DISCRETION) WILL

RESULT IN SUCH PRIZE WINNER'S DISQUALIFICATION FROM THE SWEEPSTAKES AND FORFEITURE OF ANY PRIZE. Released Parties assume no responsibility for incorrect or inaccurate Entry information whether caused by any of the equipment or programming associated with or utilized in this Sweepstakes or by any human error, which may occur in the processing of the Entries in this Sweepstakes. Released Parties are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or other services, or providers, computer equipment, software, failure of any email due to technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including, without limitation, any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this Sweepstakes or for other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of Entries, the announcement of the prizes, fulfillment of prizes, or in any Sweepstakes-related materials. All interpretations of these Official Rules and decisions by Sponsor are final. Sponsor reserves the right in its sole discretion to disqualify any individual (and void all associated Entries) it suspects or finds: (i) to have used a software-generated, robotic, programmed, script, macro or other automated means of entry or any other means to subvert the entry process; (ii) to have tampered with the entry process or the operation of this Sweepstakes; (iii) to be acting in violation of these Official Rules; (iv) to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or (v) to have provided inaccurate information on any legal documents submitted in connection with this Sweepstakes. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR APPLICATION ASSOCIATED WITH THIS SWEEPSTAKES 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 FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. THE GEORGIA COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE SWEEPSTAKES AND THE LAWS OF THE STATE OF GEORGIA SHALL GOVERN THE SWEEPSTAKES. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS. Entrants agree that the Released Parties (a) shall not be responsible or liable for, and hereby release the Released Parties from, any claims, losses, damages or injuries of any kind (including death) resulting, in whole or in part, directly or indirectly, from participation in the Sweepstakes or any Sweepstakes-related activity, or from acceptance, receipt, possession and/or use/misuse or inability to use the prize, and (b) have not made any warranty, representation or guarantee, express or implied, in fact or in law, with respect to the prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Released Parties shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to (1) by any wrongful, negligent or unauthorized act or omission on the part of any of their agents, servants, employees or independent contractors; (2) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties; or (3) by any other cause, condition or event whatsoever beyond the control of the Released Parties. Failure of Sponsor to enforce any provision herein shall not be deemed a waiver of such. Sponsor reserves the right to modify these rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned, including, without limitation,

infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes. Should the Sweepstakes be terminated prior to the stated expiration date, notice will be posted where Sponsor deems fit and the prizes will be awarded via random drawings from among all eligible Entries received for each drawing up until the time of termination, or in a manner that is fair and equitable as determined by Sponsor. In such event, Sponsor reserves the right to award the prizes at random from among the eligible Entries received throughout the Sweepstakes Period and overall, up to the time of the impairment. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If any part of these Official Rules is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty and liability disclaimers set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and these Official Rules shall continue in effect. UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANTS HEREBY WAIVE ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES WHATSOEVER. IN NO EVENT SHALL SPONSOR BE LIABLE TO ANY ENTRANT OR WINNER FOR DAMAGES THAT EXCEED THE VALUE OF THE PRIZES TO BE AWARDED TO AN INDIVIDUAL ENTRANT IN THIS SWEEPSTAKES.

(8) Governing Law/Venue: THE SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN GEORGIA. 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 JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED 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 MASSACHUSETTS OR NEW HAMPSHIRE. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN FULTON COUNTY, GEORGIA. 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, 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 ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

(9) Request for the Names of the Winners and/or Official Rules: For the names of the winner(s), available after the Sweepstakes Period has ended, or a copy of the Official Rules, send a self-addressed stamped envelope, to be received by 9/15/2022, to [Buffalo Wild Wings, Inc., 3 Glenlake Parkway, NE, Atlanta, GA 30328. Please note on the left-hand corner of your outer envelope if you are requesting the Names of Winners or Official Rules.

(10) Sponsor: Buffalo Wild Wings, Inc., 3 Glenlake Parkway, NE, Atlanta, GA 30328.

E-mail addresses will only be used by Buffalo Wild Wings for the purpose of notifying sweepstakes winner.