

## THE STEAKATION SWEEPSTAKES OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

**SWEEPSTAKES ENTRY PERIOD:** The **Steakation Sweepstakes** (the "Sweepstakes") begins at 12:00:01 AM Central Time ("CT") on Thursday, May 20, 2021 and ends at 11:59:59 PM CT on Thursday, June 3, 2021 (the "Sweepstakes Period").

**ELIGIBILITY:** The Sweepstakes is open to legal residents of the states of Colorado, Illinois, Iowa, Kansas, Minnesota, Missouri, Nebraska, North Dakota, Oklahoma, South Dakota, Wisconsin, and Wyoming, who are at least 21 years old at the time of entry. Void outside these geographic areas and wherever else prohibited by law. Employees of BT Gift Certificates, Inc. d/b/a Omaha Steaks ("Sponsor"), US Sweepstakes & Fulfillment Company (the "Sweepstakes Administrator") and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

**HOW TO ENTER:** During the Sweepstakes Period, visit [OmahaSteakation.com](https://www.omahasteaks.com) and follow all entry instructions to complete the entry form and submit to receive one (1) entry into the Sweepstakes (the "Entry"). Entries must be received **between Thursday, May 20, 2021 at 12:00:01 AM CT and Thursday, June 3, 2021 at 11:59:59 PM CT**. Entrants are subject to all notices posted online including but not limited to Sponsor's Privacy Policy, which can be found at <https://www.omahasteaks.com/info/Privacy-Policy>.

**Limit:** One (1) Entry per person. All entries become the property of Sponsor and will not be acknowledged or returned.

**PRIZE/APPROXIMATE RETAIL VALUE ("ARV")/ODDS:** There is one (1) Grand Prize available to be won. One (1) Grand Prize winner will receive a two (2) night stay, for one (1) Grand Prize winner and three (3) guests, at a historic loft in Omaha, Nebraska from Friday, June 18, 2021 to Sunday, June 20, 2021. Grand Prize package includes:

- Two (2) nights stay for Grand Prize winner and up to three (3) guests (each, a "Guest" or collectively the "Guests") at a historic loft in Omaha, Nebraska (the "Stay Location");
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- Dinner for Grand Prize winner and Guests prepared by Omaha Steaks' culinary team;
- Contents of a refrigerator packed with Omaha Steaks products;
- Grand Prize winner's choice of one (1) of the following three options; and
  - o Option #1: One (1) Virtual Grilling Class;
  - o Option #2: Four (4) tickets to a local Omaha, NE event or attraction not to exceed in value of \$300 (subject to availability);  
or
  - o Option #3: \$300 Gift Certificate to a local Omaha, NE restaurant.
- One-year of Omaha Steaks Quarterly Steak Box.

**The ARV of Grand Prize: \$2,330.** Odds of winning will depend upon the total number of eligible entries received.

**Grand Prize winner and Guests are responsible for their own transportation to and from Stay Location. Prize must be used from Friday, June 18, 2021 through Sunday, June 20, 2021 or prize will be forfeited in its entirety. Dates are subject to change in Sponsor's sole discretion. Each Guest must be legal U.S. resident and 21 years of age or older, unless the Guest is a child of the Grand Prize winner. Each Guest must complete and return a Guest Liability & Publicity Release noted below. If Guest is deemed a minor in his or her state of primary residence, Grand Prize winner must be minor guest's parent or legal guardian and must execute the Guest Liability Release on the minor guest's behalf, as applicable.** All meals, ground transportation and incidentals not described herein incurred by Grand Prize winner and his/her Guests will be the sole responsibility of the Grand Prize winner and/or his/her Guests. Grand Prize winner and Guests are also responsible for obtaining travel insurance (and all other forms of insurance) at their option, and hereby acknowledge that Sponsor has not obtained and will not obtain or provide travel insurance or any other form of insurance. If Grand Prize winner elects to partake in the Grand Prize with less than three (3) Guests, no additional compensation will be awarded. If weather or other incident or conditions beyond the control of Sponsor affects the ability for Grand Prize winner and Guests to redeem any portion of prize during the scheduled date and time, then Sponsor shall have no further obligation to the Grand Prize winner and Guests other than to supply the remaining elements of the prize package minus the unused portion of prize. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by any other persons or organizations providing any prize-related services or accommodations. No refund or compensation will be made in the event of the cancellation or delay of any prize element except at the sole and absolute discretion of Sponsor. Notwithstanding anything to the contrary in these Official Rules or otherwise, Sponsor will not offer cash substitution or refunds or be liable in any way for expenses that Grand Prize winner or Guests incur, except in its sole and absolute discretion. Any tickets, gift cards or gift

certificates awarded as part of the Grand Prize are not redeemable for cash and will not be replaced if lost or stolen. Tickets, gift cards and gift certificates are subject to the issuing company's terms and conditions, including expiration dates.

In the event the Grand Prize winner and/or Guest(s) engage in behavior that, as determined by Sponsor in its sole discretion, is inappropriate, obnoxious, threatening, illegal or that is intended to annoy, abuse, threaten or harass, victimize, degrade, or intimidate any other individual or group of individuals, including, but not limited to, on the basis of religion, race, ethnicity, sexual orientation, gender, age or disability, or that in any way disparages or adversely affects the reputation, image, and/or goodwill of Sponsor or Chefs or any of their services, products, trademarks, service marks, or logos, Sponsor reserves the right to terminate prize early, in whole or in part, and send the Grand Prize winner and/or Guest(s) home with no further obligation or compensation whatsoever to Grand Prize winner and/or Guest(s). In the event the Grand Prize winner and/or Guest(s) engage in behavior (as determined by Sponsor in its sole discretion) is illegal, tortious, or subjects Grand Prize winner and/or Guest(s) to arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by Grand Prize winner and/or Guest(s) as a result of such conduct. SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ASPECT OF GRAND PRIZE WINNER'S ACCEPTANCE OR USE OF THE PRIZE.

**RANDOM DRAWING:** The winners will be selected in a random drawing on or about Friday, June 4, 2021 from among all eligible entries received during the Sweepstakes Period by the Sweepstakes Administrator, an independent representative of Sponsor whose decisions are final.

**WINNER NOTIFICATION & VERIFICATION:** Potential Grand Prize winner will be notified via email and/or phone, and will be required to sign and return, within 48 hours of notification, an Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"). These Releases will require the Grand Prize winner to furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law. Winner is responsible for all federal, state, local and income taxes associated with winning prize. Each Guest will also be required to sign a Guest Liability & Publicity Release, as described above. Noncompliance will result in disqualification and an alternate winner may be selected.

The Grand Prize winner and each Guest will also be required to submit to a background check to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Sweepstakes will not bring Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Sweepstakes or Sponsor, as determined by Sponsor in its

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sole discretion. Sponsor reserves the right to disqualify a potential winner on the basis of the findings resulting from such background check or if a potential winner fails to properly authorize and/or provide the required information in connection with such background check.

If a prize notification or prize is returned as undeliverable, or if winner is found to be ineligible or not in compliance with these Official Rules that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing. If Sponsor is unable to determine and verify a potential winner after repeated alternate drawings or if Sponsor fails to receive a sufficient number of entries to correspond to the number of prizes available to be awarded, Sponsor reserves the right to not award such prize(s).

**PRIZE CONDITIONS:** Prize is not redeemable for cash, assignable, transferable and may not be substituted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value at its discretion. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video recordings, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

**GENERAL:** Although subsequent attempts to enter may be received, only the first complete entry received from a particular entrant will be eligible; subsequent attempts by the same person to enter, including entries submitted with an alternate email address, will be disqualified.

Participating entrants agree to these Official Rules and the decisions of Sponsor and the Sweepstakes Administrator, and release Sponsor, the Sweepstakes Administrator, and their affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the Sweepstakes, and the acceptance and use/misuse of the prize offered. Participating entrants assume all liability for and Released Parties shall be held harmless against any liability for any injury, losses or damages of any kind to persons, including personal injury or death, or injury to property caused or claimed to be caused in whole or in part, directly or indirectly, by participation in this Sweepstakes, acceptance, possession, or use/misuse of the prize, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the Sweepstakes Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disqualification from the Sweepstakes.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect entries or individuals from the Sweepstakes and any sweepstakes it sponsors and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER

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SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF SPONSOR. BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE. FURTHER, SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS, CHANGES IN SERVICE OR ACCOMMODATIONS OR SUBSTITUTIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL, INCLUDING AIR CARRIER(S) AND OTHER TRANSPORTATION COMPANIES; LODGING, RESTAURANT OR OTHER HOSPITALITY PROVIDERS; ENTERTAINMENT PROVIDERS, VENUES OR ARTISTS; OR OTHER THIRD PARTY PROVIDERS SUPPLYING ANY SERVICES OR COMPONENTS OF THE PRIZE(S) TO WINNERS AND/OR THEIR GUESTS, OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Nebraska, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other 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 ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO 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.

**DISPUTES:** The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Douglas County, Nebraska 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. The parties 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 either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Douglas County, Nebraska. 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 doesn't apply and the dispute must be brought in a court of competent jurisdiction in Douglas County, Nebraska. 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 party may, notwithstanding this provision, bring qualifying claims in small claims court.

**PRIVACY:** As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties, including Sweepstakes Administrator, for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. Personal information collected from entrants are subject to

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Sponsor's Privacy Policy, which can be found at <https://www.omahasteaks.com/info/Privacy-Policy>.

**OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, send a self-addressed, stamped envelope by June 4, 2021, to: **The Steakation Sweepstakes Official Rules Request**, PO Box 654, Social Circle, GA 30025-0654.

**WINNER CONFIRMATION REQUEST:** For a written confirmation of the winner (available after June 4, 2021), send a stamped, self-addressed envelope (no later than July 5, 2021) to: **The Steakation Sweepstakes Winner Confirmation Request**, PO Box 654, Social Circle, GA 30025-0654.

**SPONSOR:** BT Gift Certificates, Inc. d/b/a Omaha Steaks, 11030 "O" Street, Omaha, NE 68137.

**SWEEPSTAKES ADMINISTRATOR:** US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625. 1-800-620-6044

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