

THE BACKYARD BBQ SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN

A PURCHASE WILL NOT INCREASE CHANCES OF WINNING

1. SPONSORS:

The Backyard BBQ Sweepstakes (the "Sweepstakes") is sponsored by the National Football Museum Inc. d/b/a Pro Football Hall of Fame ("PFHOF") located at 2121 George Halas Dr. NW, Canton, OH 44708 and Royal Docks Brew Co ("Royal Docks") located at 7162 Fulton Dr. NW, Canton, OH 44718, (collectively "Sponsors").

2. ELIGIBILITY:

The Backyard BBQ Sweepstakes is open only to legal U.S. residents, residing within the Continental United States, who are at least 21 years of age or older as of August 11th, 2020. Officers, directors, and employees of PFHOF and Royal Docks are not eligible to win. Immediate family members (spouses, parents, children, and siblings, and their spouses and those living in the same household of such persons (whether or not related thereto) are not eligible to win. By participating, entrants agree to be bound by the Official Rules and the decisions of the Sponsors. All federal, state and local laws and regulations apply. Void wherever prohibited by law and outside the listed country.

3. TO ENTER:

No purchase is necessary, and a purchase does not increase chances of winning. The Sweepstakes begins on August 11th, 2020 at 12:01am Eastern Time ("ET") and ends on February 7th, 2021 at 11:59pm ET ("Promotion Period"). The time will be determined by the Sponsors' timekeeping systems. The Sponsors will have the sole discretion in determining the timeliness of any action or inaction related to this Sweepstakes. All times mentioned in these Official Rules are Eastern Time.

During the Promotion Period the Sweepstakes may be entered by:

Visit ProFootballHOF.com/BBQ and follow the instructions to complete the registration form and click the Enter/Submit button. All information provided must be truthful, accurate and complete. Upon successful completion and submission of an entry, one entry will be entered into the Sweepstakes.

Limit one entry per person and per household address. Received entries become the property of Sponsors and will not be returned.

No mechanically reproduced entries of any kind permitted. Illegible and incomplete entries are void. Sponsors are not responsible for lost, late, mutilated, misdirected entries or entries not received. If there is a dispute over who submitted an entry, the entry will be deemed to have been submitted by the authorized account holder of the email account identified on the entry form. The authorized account holder of an email account is deemed to be the natural person who is assigned to an email address by an Internet access provider, service provider, or online organization responsible for assigning email addresses for the domain associated with the submitted email address.

4. PRIZE:

One Prize Winner will be selected to receive a 'Backyard BBQ'. The prize consists of food and drinks, including Royal Docks Co. Beer, for up to twenty (20) people. The Backyard BBQ will take place at the Winner's residence, unless Sponsors and the Winner mutually agree to an alternative location. Sponsors have sole and complete discretion to deny an alternative location. The Backyard BBQ will take place for approximately a three-hour time period on a date to be determined by the Sponsors and during the 2021 NFL regular season. The Winner may also receive the opportunity for a "Gold Jacket" (A member of the Pro Football Hall of Fame) to appear at the Event at times selected by the PFHOF. The total approximate retail value of the prize is \$2,000.

Prizes consist of only those items specifically listed as part of the prize. Sponsors reserve the right to substitute any prize with a prize of equal or greater value in its sole discretion. Federal, state, and local taxes on prizes, if any, and any other costs, fees and expenses not listed above as specifically included as part of the prize are the sole responsibility of Winner. An IRS Form 1099 and other tax-related forms and documents may be issued by Sponsors if required by law.

Prizes are non-transferable and non-refundable, and no substitutions by Entrants will be permitted.

5. WINNER SELECTION:

One Winner will be selected by random drawing on or about February 10th, 2020 from all eligible entries received during the Promotion Period. Decisions of the Sponsors are final on all matters. Odds of winning will depend upon the number of eligible entries. No substitution or transfer/assignment of prize by Winners is permitted. Winner must complete the prize paperwork within 3 business days of notification.

6. WINNER NOTIFICATION AND RELEASES:

On or around the drawing date, Sponsors will attempt to notify the potential Winner via email. If a potential Winner: (a) does not respond after the first attempted contact from Sponsors within 48 hours, (b) is not in compliance with these Official Rules, (c) does not meet the eligibility requirements, (d) declines the prize, or (e) does not sign and return required documents or provide required identification by deadlines established by the Sponsors, Winner will be disqualified and the prize awarded to an alternate winner as determined by random draw from the remaining eligible entries. Sponsors will conduct up to two alternate drawings for the prize, time permitting.

The potential prize Winner may be required to provide confirmation that he/she is the owner of the relevant email address. The potential Winner may be required to complete and return an Affidavit of Eligibility & Liability/Publicity Release (TN residents need not sign Publicity Release) and a scan or photo of legal ID, and also to have any companion(s) who will participate in the prize activities, if applicable, return the same documentation before claiming the prize or being allowed to participate in any prize activities.

Sponsors will attempt to give Winner approximately ten (10) days advance notice of the date and time of the Backyard BBQ. If Winner is unavailable on the date designated by the Sponsors or the Backyard

BBQ does not or cannot take place as scheduled or at all, for reasons including but not limited to scheduling conflicts, cancellations, postponement, location changes, an event of force majeure, or for any other reason, the prize will be forfeited, and no alternate prize will be awarded.

Winner and guest at the Backyard BBQ must comply with generally accepted broadcast standards with regard to dress, conduct, and language during the Backyard BBQ, and such compliance will be determined by Sponsors' staff in their sole discretion.

7. PUBLICITY AND MARKETING:

Submission of an entry in the Sweepstakes constitutes permission to the Sponsors to use entrant's name, identity, title, likeness, distinctive appearance, physical likeness, image, portrait, picture, photograph (whether still or moving), screen persona, voice, vocal style, statements, gesture, mannerism, personality, performance characteristic, biographical data, signature, social media handles and identities, and any other indicia or imitation of identity or likeness for purposes of advertising and trade, in any medium, without further notice, approval, or compensation, unless prohibited by law. Winner understands that he/she is providing information to the Sponsors and the information provided will only be used in accordance with the Sponsors' Privacy Policies.

8. LIABILITY RELEASE & INDEMNIFICATION:

By entering this Sweepstakes, Entry agree to release, discharge and hold harmless the Sponsors, Sponsors Affiliates and their respective parents, affiliates, and subsidiaries and all of their directors, officers, employees, agents and assigns (the "Released Parties") from any claims, losses, and damages arising out of, or relating to, participation in this Sweepstakes or any Sweepstakes-related activities (including, without limitation, any event attended as part of a prize) and the acceptance and use, misuse, or possession of any prize awarded hereunder (including, without limitation, any misrepresentation made by the entrant in connection with the Sweepstakes; any non-compliance by the entrant with these Official Rules; claims brought by persons or entities other than the parties to these Official Rules arising from or related to the entrant's involvement with the Sweepstakes; acceptance, possession, misuse or use of any prize or participation in any Sweepstakes-related activity or participation in this Sweepstakes; any malfunction, error or other problem arising in connection with the collection, processing, or retention of entry information; or any typographical or other error in the printing, offering or announcement of any prize or winner). The foregoing includes, without limitation, any claim for personal injury, property loss or damage, or death arising in any way in connection with the Sweepstakes.

9. OTHER TERMS:

Sponsors are not responsible for any typographical or other error in the printing, the offering or the announcement of any prize or in the administration of the Sweepstakes, whether caused by computer, technical or human error. Sponsors are not responsible for late, lost, damaged, incomplete, illegible, faulty, or incorrect transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind, any damage to any person's computer related to or resulting from participating in the online portion of the Sweepstakes, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in the Sweepstakes whether caused by computer, technical or human error. Sponsors reserve the right to

cancel or modify the Sweepstakes or any portion of it for any reason, including but not limited to, if fraud, misconduct or technical failures destroy the integrity of the Sweepstakes; or if a computer virus, bug, wireless failure, or other technical problem corrupts the administration, security, or proper administration of the Sweepstakes as determined by Sponsors, in its sole discretion. If Sponsors terminate the Sweepstakes, Sponsors will pick the winner(s) in a random drawing from among all eligible, non-suspect entries received as of the termination date and will post notice of its action on Sponsors' website. Sponsors reserve the right to disqualify, freeze or prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation or with any provision in these Official Rules. Sponsors reserve the right to disqualify any individual from further participation in the Sweepstakes if Sponsors conclude, in its sole discretion, that such person: (a) has attempted to tamper with the entry process or other operation of the Sweepstakes; (b) has disregarded or has attempted to circumvent these Official Rules; (c) has committed fraud or attempted to undermine the legitimate operation of the Sweepstakes; or (d) has acted toward Sponsors, any Sponsors' Affiliates, or any other entrant in an unfair, inequitable, annoying, threatening, disrupting or harassing manner. If a dispute arises regarding compliance with these Official Rules, Sponsors may consider, in its sole discretion, data reasonably available to Sponsors through information technology systems in Sponsors' control, but Sponsors will not be obligated to consider any data or other information collected from any other source. Any attempt to undermine the operation of this Sweepstakes may be a violation of criminal and civil laws. Sponsors reserve the right to disqualify and/or seek damages from any individual making any such attempts to the full extent permitted by law. Any failure by Sponsors to enforce any of these Official Rules will not constitute a waiver of such Official Rules. If there is a conflict between any term of the Official Rules and any marketing or entry materials used in connection with the Sweepstakes, the terms of these Official Rules will govern.

10. GOVERNING LAW & JURISDICTION:

EXCEPT WHERE PROHIBITED, ENTRANTS AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES, OR PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED BY ENTRANT WITH REGARD TO THIS SWEEPSTAKES, BUT IN NO EVENT ATTORNEYS' FEES, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and Sponsors in connection with the Sweepstakes will be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules or provisions (whether of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Ohio. The state and federal courts located in Stark County, Ohio will be the exclusive forum for any dispute relating to these Official Rules and/or this Sweepstakes. All participants and winners agree, by their participation in the Sweepstakes, to submit to the personal jurisdiction of the state and federal courts in Stark County, Ohio and waive the right to contest jurisdiction.

11. SEVERABILITY:

If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

12. WINNERS LIST:

For the winner name(s), available after February 15, 2020, send a self-addressed, stamped envelope to: 2121 George Halas Dr. Canton, Ohio 44708 to be received by April 7th, 2021.

13. OFFICIAL RULES:

A copy of these Official Rules is available on Sponsors' webpage: <https://www.profootballhof.com/BBQ>. Sponsors reserve the right to change the rules at any time to ensure full and complete disclosure of all rules and restrictions and to ensure the fair administration of the Sweepstakes and compliance with applicable laws.

14. FORCE MAJEURE:

Upon written notice to the other Party, a Party shall be excused from performance, and shall not be considered to be in default with respect to any obligation hereunder, if and to the extent that its failure of, or delay in, performance is due to a Force Majeure Event. The term "Force Majeure Event" means any cause beyond the reasonable control and not due to the negligent or willful misconduct of the Party affected, and which could not have been avoided by due diligence and use of commercially reasonable efforts, including, without limitation, drought, flood, earthquake, storm, fire, lightning, epidemic, pandemic, war, riot, civil disturbance, sabotage, explosions, strikes, lock-outs or labor disputes, the existence of hazardous waste, unforeseen subsurface conditions, orders or judgments of any governmental entity, the absence, suspension, termination, interruption, denial or failure of renewal of any entitlements, applicable permits (unless such absence, suspension, termination, interruption, denial or failure is due to failure to perform by a Party or any employee, contractor or consultant under its control), validly adopted citizens' initiative or referendum, administrative and court orders (including the pendency thereof), or any changes in law and which causes actual delay in the obligation of either Party to perform its obligations under this Agreement.

The Parties recognize the potential cancellation or postponement of the performance of this agreement due to uncontrollable and unforeseen circumstances caused by the COVID-19 Pandemic. Both parties acknowledge and agree if COVID-19 Pandemic requires cancellation, postponement or other restrictions under the restrictions of Federal, State or Local laws, guidelines, protocols and/or public perceptions and fears for personal safety in public venues, the Parties may consider Force Majeure and may be relieved of any obligations contained in this agreement.