

THE FOOD THAT BUILT AMERICA SIZZLING SUMMER SWEEPSTAKES
(the “Sweepstakes”)

OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID IN PUERTO RICO, ALASKA, AND HAWAII AND WHERE PROHIBITED OR RESTRICTED BY LAW.

1. **ELIGIBILITY:** To enter the Sweepstakes you must: (i) be a legal resident of one of the fifty (50) United States or the District of Columbia; (ii) be at least eighteen (18) years of age (or the age of majority in your state if different) at the time of entry; and (iii) be physically located in the United States at the time of entry. Void in Alaska and Hawaii and where prohibited or restricted by law. Sponsor (as defined in Paragraph 11 below), Administrator (as defined in Paragraph 12 below), all prize providers associated with the Sweepstakes, and all of their respective parent companies, affiliates, subsidiaries, licensors, distributors, divisions (collectively, the “Sweepstakes Entities”), and each of their respective officers, directors, employees, representatives and agents, and members of their immediate families and members of their household are not eligible to enter the Sweepstakes.
2. **SWEEPSTAKES PERIOD:** The Sweepstakes Period begins at 12:00:00 a.m. Eastern Time (“ET”) on May 31, 2021 and ends at 11:59:59 p.m. ET on June 27, 2021. One (1) Grand Prize winner will be selected.
3. **HOW TO ENTER:** To enter the Sweepstakes during the Sweepstakes Period, you must (i) go to the website at <http://www.history.com/FTBASweepstakes> (the “Website”) and (ii) complete the registration form you will be prompted to fill out.

Each entry submitted using the above method during the Sweepstakes Period shall hereinafter be referenced to as an “Entry,” or collectively as the “Entries.” An individual submitting an Entry shall hereinafter be referenced to as an “Entrant,” or collectively as the “Entrants.” Any accompanying material (e.g. images, video, text) submitted with an Entry shall hereinafter be referred to as the “Submission.” Each successful Entry will be considered one (1) entry into the Sweepstakes.

Entrants can enter one (1) time per day during the Sweepstakes Period. Each Entry must be submitted in accordance with the online instructions during the Sweepstakes Period. Entries in excess of the stated limits will be disqualified. All Entries must be received by 11:59:59 p.m. ET on June 27, 2021.

In order to enter the Sweepstakes, you must have internet access and a valid email address. Any Entrant found using multiple email accounts to enter or participate within this Sweepstakes will be ineligible to participate in the Sweepstakes and all posted Entries will be disqualified. All properly completed Entries will automatically be entered into the Sweepstakes. Only Entries submitted during the Sweepstakes Period, as described herein, will be eligible. The Sponsor's database clock will be the official timekeeper for the Sweepstakes. Incomplete, corrupted, false, late, illegible, forged or altered registration forms will be disqualified. 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 respective email account used to enter, as applicable.

If participating in the Sweepstakes from a wireless device, Entrant's wireless service standard text messaging and/or data rates may apply. Participation in this Sweepstakes means that you understand that you may receive additional messages (through your wireless device or otherwise) relating to this Sweepstakes, including notifying you if you are the potential winner. Follow instructions in messages to unsubscribe.

4. **DRAWING AND NOTIFICATIONS:** Administrator will conduct a random drawing of one (1) potential winner (a "Potential Winner") on or about June 28, 2021. A Potential Winner will be notified within five (5) days from the drawing by email and phone and will have three (3) business days to respond. Odds of winning a prize depend upon the total number of eligible Entries received during the Sweepstakes Period. If a Potential Winner cannot be contacted or does not respond within such period of time, such Potential Winner will be disqualified and another Potential Winner will be selected from the remaining eligible Entries received.
5. **PRIZING:** The Sweepstakes will award the following prize:
 - a. "Grand Prize": One (1) winner (a "Grand Prize Winner") will receive:
 - i. one (1) outdoor grill (ARV: \$2,000)
 - ii. one (1) outdoor cooler (ARV: \$400)
 - iii. one (1) Six Hundred Dollar (\$600) pre-paid credit card (ARV: \$600)

Total approximate retail value ("ARV") of the Grand Prize is Three Thousand Dollars (\$3,000.00). Additional prize restrictions, limitations and exclusions may apply.

6. **WINNER VERIFICATION AND PRIZE CONDITIONS:** The Grand Prize may hereinafter be referred to as a "Prize". Grand Prize Winner may be referred to as the "Winner". Before a Potential Winner will be deemed a Winner, he/she may be required to sign and return a background check consent form, prize verification form, a publicity release (except where prohibited) and any other legal documents that Sponsor may require, including IRS Form W-9 (collectively, "Prize Verification Forms"), within seven (7) days from the date Sponsor sends the Prize Verification Forms to the Potential Winner, or the Potential Winner will be subject to disqualification. If a background check is required of the Potential Winner, the background check must be reviewed and approved by Sponsor, in its sole discretion, before the Potential Winner is deemed a Winner. If a Potential Winner chooses not to accept his/her Prize, or is unable to be notified, an alternate Potential Winner will be randomly selected from all of the remaining Entries. If Sponsor is unable to award a Prize after three (3) attempts, the Prize will not be awarded. A Winner may not substitute, assign or transfer any Prize or redeem any non-monetary prize in lieu of his/her Prize. Any difference between the ARV and the actual value of the Prize, if any, will not be awarded. Sponsor reserves the right in its sole discretion to substitute the Prize (or Prize component, if applicable) with one of equal or greater value. Sponsor is responsible only for delivery of the Prize and is not responsible for Prize utility or otherwise. All federal, state or other tax

liabilities (including income taxes) arising from the Prize associated with the Sweepstakes will be solely the responsibility of the Winner.

7. **SWEEPSTAKES CONDITIONS:** By submitting an Entry, each Entrant agrees (i) that Entrant has read the Official Rules and is eligible to participate in the Sweepstakes; (ii) to abide by and be bound by these Official Rules and the decisions of the Sponsor on all matters relating to this promotion; (iii) to waive any right to claim ambiguity in the Sweepstakes or these Official Rules; (iv) to forever and irrevocably release, discharge, indemnify and hold harmless the Sweepstakes Entities, and each of their respective officers, directors, employees, representatives and agents (the “Released Parties”) from and against any and all liability, loss or damage of any kind, to persons, or property, including death, resulting in whole or in part, directly or indirectly suffered or resulting from participation in the Sweepstakes or the use, misuse or acceptance or possession of the Prize or any portion thereof, or participation in any Sweepstakes-related activity; (v) to grant Sweepstakes Entities (where permitted by law) the right to use Entrant’s name, statements, biographical information, or any other identifying information used in or associated with an Entry throughout the universe, in all forms of media now known or hereinafter devised, in perpetuity (including for advertising or promotional purposes) without review or further compensation; and (vi) to warrant and represent that the use of the Submission or any other materials submitted in the Sweepstakes will not violate the rights of any third parties. Proof of submission will not be deemed to be proof of receipt by Sponsor. All Entries become the exclusive property of Sponsor, will not be acknowledged or returned and may be used by Sponsor throughout the universe in any manner or media now known or hereinafter devised in perpetuity without compensation. By entering the Sweepstakes you understand that Sponsor collects personal information from you when you enter, and each entrant will be subject to the Sponsor’s Terms of Use as posted on <http://www.aenetworks.com/terms> and Privacy Policy as posted on <http://www.aenetworks.com/privacy>, where applicable, as well as any other policies, terms, rules, or guidelines governing the methods and means of entry included herein. Receipt of any of the prize components of the Sweepstakes is conditioned upon compliance with any and all applicable federal, state and local laws, rules, and regulations. Noncompliance with any of the above may result in disqualification. Released Parties are not responsible for any mechanical difficulties or failure connected with the Prize, or any act or omission whatsoever.

Entries generated by a script, computer programs, macro, programmed, robotic or other automated means, including, but not limited to, online or text message Entries, will be disqualified. Sponsor reserves the right, at its sole discretion, to disqualify any Entrant (and all of his/her Sweepstakes Entries) from the Sweepstakes or any other promotion conducted now or in the future by Sponsor or any of its affiliated companies if Entrant tampers with the entry process or, if Entrant’s act of fraud or misconduct affects the integrity of the Sweepstakes in any way. Sponsor reserves the right to correct clerical or typographical errors in any promotional materials. Sponsor reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the Sweepstakes and to hold a random drawing from among all eligible, non-suspect Entries received prior to such action, if any computer virus, bug, tampering, technical failure, unauthorized human intervention or any other cause outside of Released Parties’ control corrupts or affects the administration, security, fairness, integrity or proper conduct of the Sweepstakes. In the event of any such modification, cancellation,

termination or suspension, a notice of such action will be posted on the Website, if functioning. In the event that Sponsor receives, in its sole discretion, an insufficient number of Entries, Sponsor reserves the right to extend the Sweepstakes Period. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

8. **LIMITATION OF LIABILITY AND GOVERNING LAW:** Released Parties are not responsible for any claims, damages, expenses, costs or losses to any person (including death) or property of any kind resulting from, arising from, or in connection with, in whole or in part, directly or indirectly, from: (a) any typographical or other error in the printing or publishing of the Official Rules, offering or announcement of any prize; (b) late, lost, stolen, damaged, garbled, incomplete, misaddressed, postage due or misdirected Entries, e-mails or other communications; (c) errors, omissions, interruptions, deletions, defects or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices, transmission lines, websites, applications or data networks; (d) data corruption, theft, destruction, loss, unauthorized access to or alteration of entry materials; (e) electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind or insufficient space in entrant's e-mail account; or (f) any problems or technical, hardware or software malfunctions of any network or means of transmission, failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or utilized in the Sweepstakes, computer online systems, servers or providers, computer equipment, software, applications, failure of any e-mail or Entries to be received by the Sponsor due to technical problems, human error or traffic congestion, unavailable network connections on the Internet or any website, or any combination thereof, including, without limitation, any injury or damage to Entrant's or any other person's computer relating to or resulting from participating in the Sweepstakes or downloading any materials associated with the Sweepstakes. Winner hereby acknowledges that the Sweepstakes Entities have neither made nor are in any manner responsible or liable for any express or implied warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize or any component thereof. Winner assumes all liability for any injury or damage caused, or claimed to be caused, by participating in this Sweepstakes or use or redemption of the Prize.

WITHOUT LIMITING THE FOREGOING, THE SWEEPSTAKES, THE PRIZE, AND ALL MATERIALS PROVIDED ON, THROUGH, OR IN CONNECTION WITH THE SWEEPSTAKES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THE SWEEPSTAKES. ENTRANT HEREBY WAIVES

ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

Sponsor reserves the right in its sole discretion to disqualify any individual that Sponsor or Administrator find to be acting in violation of these Official Rules or in an unsportsmanlike, offensive or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.

The Sweepstakes will be governed by the internal laws of the State of New York. Any and all legal actions or claims arising in connection with the Sweepstakes must be brought in a court of competent jurisdiction located in New York County, New York.

- 9. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM THOSE MAKING SUCH ATTEMPTS TO THE FULLEST EXTENT PERMITTED BY LAW.**
- 10. NAMES OF WINNER OFFICIAL RULES:** To obtain the name of the Winner, or a copy of the Official Rules, visit <http://www.history.com/FTBARULES>, or send a self-addressed, stamped envelope to: "The Food That Built America Sizzling Summer Sweepstakes Winner Names Request", A&E Television Networks, LLC, 235 East 45th Street, New York, NY 10017, Attn: History Marketing. All requests must be received on or before August 26, 2021. The name of the Winner will be sent after selection and verification of Winner.
- 11. SPONSOR:** A&E Television Networks, LLC, 235 East 45th Street, New York, NY 10017.
- 12. ADMINISTRATOR:** Advantage Sales & Marketing LLC, d/b/a The Sunflower Group, 360 Lexington Avenue, 19th Floor, New York, NY 10017.