BIG RED®'S BBQ ACROSS AMERICA SWEEPSTAKES Official Terms and Conditions

PLEASE READ CAREFULLY. NO PURCHASE NECESSARY TO ENTER TO WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. By participating in Big Red's BBQ Across America Sweepstakes ("Sweepstakes"), each entrant unconditionally accepts and agrees to comply with and abide by these Official Terms and Conditions.

Big Red's BBQ Across America Sweepstakes is a promotion sponsored by Big Red, Inc. ("Sponsor") and administered by SNIPP Interactive, Inc. (Administrator) through which legal residents of the United States aged eighteen (18) and older can enter for a chance to win one of several prizes by following the Entry Method below and submitting entries between 12:00 a.m. Eastern Time ("ET") on May 22, 2017 and 11:59 p.m. ET on September 30, 2017 ("Entry Period"). The computer clock of the Sponsor is the official time-keeping device in the Sweepstakes. Odds of winning will depend on the amount of entries received during the Sweepstakes. Any questions should be directed to: help@support.bbqacrossamerica.com.

Eligibility

The Sweepstakes is open to legal residents of the fifty (50) United States aged eighteen (18) years or older at the time of entry submission. The Sweepstakes is void where prohibited by law.

Employees and non-employee workers of Big Red, Inc. and its respective parent companies, subsidiaries, affiliates, and agents and agencies involved in the Sweepstakes, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such persons are not eligible to participate in this Sweepstakes. Former employees of Big Red, Inc., its affiliates, and its contest affiliates must provide documentation that it has been at least one (1) calendar year since the final date of employment.

Duration of Entry Period

The Purchase Period begins at 12:00 a.m. EST on May 22, 2017 and ends at 11:59 p.m. EST on September 05, 2017. The Entry Period begins at 12:00 a.m. EST on May 22, 2017 and ends at 11:59 p.m. EST on September 30, 2017. Sponsor reserves the right to shorten, extend, suspend, modify, or cancel the Sweepstakes, at its discretion, at any time.

How to Enter

There are two (2) methods of entry into the Sweepstakes as detailed below:

- 1. During the Purchase Period, purchase two (2) qualifying Big Red products of any size or flavor ("Eligible Purchase") from a participating retailer. **Offer is valid only on purchases made between May 22, 2017 and September 05, 2017**. Entrants must make their Eligible Purchase in a single transaction, i.e. with one (1) receipt only. Receipts must be submitted by September 30, 2017 at 11:59 p.m. ET to receive one (1) entry into the Sweepstakes. Participants can submit their receipt(s) using either of the methods detailed below:
 - a. Text the keyword "BIGRED" to 811811 to receive a text message with a link to receive instructions for entry. Participant will be sent a link to www.bigred.com/bbq (the "website"), where they can submit a receipt evidencing the Eligible Purchase for validation, and complete the registration form by entering your true and correct information in the required fields.
 - b. Upload a photo of your receipt evidencing the Eligible Purchase at the Website and complete the registration form by entering your true and correct information in the required fields.

All receipts must be submitted for validation and further instructions. Receipts that cannot be validated for any reason will be rejected. All receipts will be validated within forty eight (48) hours. The reason(s) a receipt will be rejected include, but are not limited to, if it: (i) fails to pass anti-fraud detection methods; (ii) is unauthorized, fake, or has been illegitimately obtained; (iii) contains any message, code, or other markings not recognized by the Administrator; (iv) contains printing or other errors; (v) is illegible, unreadable, or blank; (vi) has been previously used; or (vii) is incorrectly or incompletely entered or submitted.

2. <u>Alternate Means of Entry:</u> To enter without purchase, send a handwritten request on a three-inch (3") by five-inch (5") card with your name, email, mailing address and four (4) words that describe entrant's favorite Big Red product to the address below to receive a Free Entry into the Sweepstakes. Requests for Free Entries

must be postmarked during the Purchase Period, May 22, 2017 to September 30, 2017 and received by October 5, 2017. No mass-produced entries will be accepted.

Realtime Media Attn: Big Red's BBQ Across America Sweepstakes Entry 200 Four Falls Corporate Center, Suite 130 Conshohocken, PA 19428

An eligible individual receives one (1) entry into the Sweepstakes when he or she submits the requested information. Limit of one (1) entry per person per day regardless of entry method above. Limit of ten (10) entries per person, per email address, during the entire Entry Period. Sponsor is not responsible for unforeseen difficulties that may arise throughout the course of entry to the Sweepstakes.

Sweepstakes Drawing/Odds

On or about October 6, 2017, the Administrator will conduct a random drawing from all eligible entries received during the Entry Period and select One (1) Grand Prize and Seven Hundred and Fifty (750) Secondary Prize winners. Odds of winning a prize depend on the number of eligible Entries received during the Entry Period.

Prizes

1. <u>Grand Prize:</u> "Backyard BBQ Party of the Summer". One (1) Grand Prize Winner will win a BBQ party planned and executed by Sponsor in their backyard or a mutually agreed upon location for up to fifty (50) guests (ARV: \$2,500). Sponsor shall not be responsible for any venue or permitting fees. The Grand Prize will also include a backyard BBQ gift set that will include: a Weber® Genesis® Gas Grill (ARV: \$1,049), a Weber Charcoal Grill (ARV: \$160), a Weber smoker (ARV: \$350), a YETI® Tundra 35 Cooler (ARV: \$300), a Victory Tailgate Washer Set (ARV: \$70). The aggregate approximate retail value ("ARV") of the Grand Prize is four thousand, four hundred and twenty-nine dollars (\$4,429). Sponsor will notify the potential Grand Prize Winner by email provided during entry no later than October 31, 2017. Sponsor will make no more than three (3) attempts to contact the potential Grand Prize Winner. If the potential Grand Prize Winner fails to respond, Grand Prize will be forfeited and an alternate Grand Prize Winner will be randomly chosen. Odds of winning depend on number of entries received during the Entry Period.

Dates for the Backyard BBQ Party of the Summer is subject to Sponsor's sole discretion. The Grand Prize Winner must provide Sponsor with a minimum of sixty (60) days advanced notice of desired Backyard BBQ Party of the Summer date, which must be no later than April 1, 2018. Grand Prize may not be fulfilled December 24, 2017- January 1, 2018. Sponsor is not responsible if the Backyard BBQ Party of the Summer is delayed or cancelled for any reason, in which event that portion of the prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion.

- 2. <u>Secondary Prizes</u>: Seven hundred and fifty Secondary Prize winners (750) will be randomly selected and will receive one (1) of the following Secondary Prizes as chosen by Sponsor. The following Secondary Prizes will be awarded:
 - Twenty (20) YETI Hopper 30 Soft Coolers (individual ARV: \$249.99)
 - Thirty (30) Victory Tailgate Washer Sets (individual ARV: \$89.99)
 - One hundred (100) YETI Rambler Coasters (individual ARV: \$29.99)
 - One hundred (100) BBQ and Rub sets (individual ARV: \$18.50)
 - Five hundred (500) Big Red T-shirts (individual ARV: \$15.00)

The aggregate ARV of the Grand Prize and Secondary Prizes for the Sweepstakes is twenty-five thousand, forty-eight dollars and fifty cents (\$24,477.50).

Administrator will notify the Grand Prize Winner and seven hundred and fifty (750) Secondary Prize winners by email provided during entry no later than October 31, 2017. Sponsor will make no more than three (3) attempts to contact winners. If winners fail to respond, prize will be forfeited and an alternate winner will be randomly chosen. Odds of winning depend on number of entries received. Prize winners will be required to provide their address and phone number for prize fulfillment purposes. Sponsor will mail Secondary Prizes within eight (8) to twelve (12) weeks after receipt of Prize Claim Documents (as detailed below) and prize fulfillment information. Neither Sponsor nor Administrator is responsible for lost, late, mutilated, damaged, or delayed mailing of any prizes. Prizes will not be resent in the event delivery fails for any reason.

Winners may not substitute prizes or redeem prizes for cash, but Sponsor reserves the right, at its sole discretion, to substitute any prize with one of comparable or greater value. Further, Sponsor reserves the right to forfeit or award any unclaimed or leftover prizes at its sole discretion. The prize winners shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the prizes. Winners will receive an IRS 1099 Form for the ARV of the prize won if the ARV is six hundred dollars (\$600) or more. The winners may be required to execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "Prize Claim Documents"). If any winner fails or refuses to sign and return any Prize Claim Documents within the period of time specified by the Sponsor, the winner may be disqualified and an alternate winner may be selected. Additional restrictions may apply.

PRIZES ARE AWARDED "AS IS" WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE SWEEPSTAKES PARTIES. ALL PRIZE DETAILS ARE AT SPONSOR'S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE WINNERS' SOLE RESPONSIBILITY.

Privacy Information

To learn how the personal information collected in connection with the Sweepstakes may be used, participants should read Sponsor's Privacy Policy, which is available at http://www.bigred.com/privacy. The terms of Sponsor's Privacy Policy are incorporated herein by reference.

Limitation of Liability

By participating in the Sweepstakes, each entrant agrees to waive any and all claims against Sponsor and its respective parent companies, subsidiaries, affiliates, and agents and agencies for any direct or indirect injury, damage, or loss of any kind that occurs from participation in the Sweepstakes or from use, or activity related to acceptance of any of the Secondary Prizes or Grand Prize. TO THE FULLEST EXTENT ALLOWED BY LAW, THE SPONSOR SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND/OR SERVICES OFFERED IN THE SWEEPSTAKES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. Some jurisdictions do not allow exclusion of implied warranties, so the above limitation may not apply to you. Entrants agree to rely solely on the manufacturer's warranties, if any, for any Prizes redeemed through this Sweepstakes.

Neither Sponsor nor Administrator are responsible for lost, late, misdirected, incomplete, postage due or non-delivered entries, mail or email; incorrect or inaccurate transcription of information, for problems related to any of the equipment or programming associated with the Sweepstakes or utilized by the entrant, for any human error, or for any other technical or non-technical error or malfunction. In the event of a printing error or irregular packaging, Sponsor shall not have any liability. Any entrant who tampers or abuses any aspect of the Sweepstakes, as determined solely by Sponsor, will be disqualified. Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified.

ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES (INCLUDING ATTORNEYS' FEES) AND DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.

Releases

All participants, as a condition of participation in this Sweepstakes, agree to release, hold harmless and indemnify the Sponsor and Administrator from and against any and all liability, claims, damages, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with (i) participation in any aspect of the Sweepstakes, (ii) the receipt, ownership or use of the prize awarded, including any travel associated with any prize, (iii) participant's registration material on any related website, or (iv) any typographical or other error in these Official Rules.

Choice of Law and Jurisdiction

Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and administrator in connection with this Sweepstakes, shall be governed by, and construed in accordance with, the laws of the state of Texas, without giving effect to any choice of law or conflict of law rules or provisions (whether of the state of Texas or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the state of Texas. Any action seeking legal or equitable relief arising out of or relating to the Sweepstakes or these Official Rules shall be brought only in the courts of the state of Texas. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.

Tax Information

All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner. A 1099 tax form (preceded by a W9 Form) will be issued to the Grand Prize Winner.

Sponsor:

Big Red, Inc. 6500 River Place Blvd. Building 1, Suite 450 Austin, TX 78730

Administrator:

Snipp Interactive

Copy of Official Terms and Conditions:

For a copy of the Official Terms and Conditions, please mail your request to: Big Red, Inc.
Big Red's BBQ Across America Sweepstakes
"Official Terms and Conditions"
6500 River Place Blvd.
Building 1, Suite 450
Austin, TX 78730

Winner List:

To obtain a copy of any legally required winner list, mail your request to: Big Red, Inc.
Big Red's BBQ Across America Sweepstakes
"Winner List"
6500 River Place Blvd.
Building 1, Suite 450
Austin, TX 78730

Requests must be received no later than December 31, 2017.

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