

# The Big Green Egg® Large Grill Sweepstakes

## Official Rules:

**NO PURCHASE NECESSARY to enter or win this sweepstakes. Making a purchase will not increase your chances of winning. Void where prohibited by law.**

## CONSUMER DISCLOSURE: You have not yet won.

**Eligibility:** Sweepstakes (the "promotion") is only open to legal residents of the 50 United States, the District of Columbia and Canada who are 18 years or older with Internet access at time of entry. Only entrants logging onto the Internet from within the 50 United States, the District of Columbia or Canada are eligible to enter the Sweepstakes. The following persons are not eligible to enter the Sweepstakes: (a) employees of Bernatello's Pizza, Inc. (the "Sponsor"), its affiliates or subsidiaries, (b) employees of any organizations directly involved with this Sweepstakes, (c) immediate family members and persons living in the same household as the persons identified in (a) or (b) above. This promotion is void outside the 50 contiguous and the District of Columbia, and where prohibited.

**Promotion Period:** Promotion Period begins June 01, 2010, 12:01 a.m. Central Standard Time and ends August 30, 2010 at 11:59 p.m. Central Standard Time, when all entries must be received ("Promotion Period").

**How to enter:** There is 1 way to enter the Sweepstakes. Visit [www.bernatellos.com/promotion](http://www.bernatellos.com/promotion) during the "Promotion Period" and follow the instructions to complete and submit the entry form. Sponsor will not be responsible for lost, late, incomplete, stolen, illegible, or misdirected entries due to any reason. Entries submitted using any kind of bot or automated technology will be deleted. All entries become the property of the sponsor and will not be acknowledged or returned. Limit: Six (6) entries per household per day during the promotion period. All entrant information including email addresses, is subject to the respective Privacy Policy of the applicable Sponsor.

**Random Drawing:** 1 winner will win the prize. Random drawing will take place on November 31, 2010 from all eligible entries received, and the winner will be notified by October 31, 2010 via the email address supplied during entry. Decisions of the judges are final.

**Prize Description:** Prize is one (1) Big Green Egg® Large Grill. The approximate retail value of the Green Egg® Large Grill is \$800.00.

**No Prize Transfer or Substitution:** Prize is non-transferable and cannot be redeemed for cash. Any portion of the prize that is not used is forfeited. No substitutions for prize. Winner must take delivery of or arrange for alternate storage arrangements of all grand prize components by February 28<sup>th</sup>, 2011. Sponsor makes no representation or warranties concerning the appearance, safety or performance of any prizes awarded. Winner is responsible for shipping and installation of prize.

**Odds of winning:** The odds of winning depend upon the number of valid entries received.

**Claiming prize:** All properly claimed prizes will be awarded. The winner is responsible for all applicable taxes and must sign an affidavit of eligibility and compliance with rules/release, and all other applicable forms required by a taxing authority within ten (10) days of receipt of written prize notification or prizes will be forfeited and an alternate winner selected. Within ten (10) days of receipt of written prize notification or prize(s) will be forfeited and an alternate winner selected. In the event of a dispute as to the identity of a winner based on an email address, the winning entry will be declared made by the authorized account holder of the email address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

**Winner's List:** For a list containing the name of the winner, send a self-addressed stamped envelope, within six (6) months of the drawing date, to: "The Big Green Egg® Large Grill Sweepstakes, Bernatello's Pizza, Inc. 200 Congress St, Maple Lake, MN 55358." The name of the winner of the Sweepstakes will be available on the Sponsor website. Sponsor is located at 200 Congress St Maple Lake, MN.

**Privacy:** Sponsor will be collecting personal data about entrants in accordance with Sponsor privacy policy. Please review Sponsor privacy policy. By participating in the Sweepstakes, you agree to Sponsor's collection and usage of your personal information and acknowledge that you have read and accepted Sponsor's privacy policy.

**Limitation of Liability:** By entering, participants release and hold harmless Sponsor, its parent, subsidiary and affiliated companies, respective subsidiaries, directors, officers, employees and agents from any and all liability or any injuries, loss or damage of any kind arising from or in connection with this Sweepstakes or acceptance or use of any prize won.

**Consent & Release:** By entering the Promotion, each entrant releases and discharges the Sponsor, judging organization (if applicable), and any other party associated with the development or administration of this Promotion, their parent, subsidiary, and affiliated entities, and each of their respective officers, directors, members, shareholders, employees, independent contractors, agents, representatives, successors and assigns (collectively, "Sponsor Entities"), from any and all liability whatsoever in connection with this Promotion, including without limitation legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction or property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively, "Claims"). Except where prohibited: (i) acceptance of a prize constitutes the consent of any winner, without further compensation, to use the name and likeness of such winner for editorial, advertising and publicity purposes by the Sponsor and/or others authorized by the Sponsor; (ii) acceptance of a prize constitutes a release by any winner of the Sponsor Entities of any and all Claims in connection with the administration of this Promotion and the use, misuse, or possession of any prize; (iii) any potential winner may be required to sign an affidavit of eligibility (including social security number) and a liability/publicity release; and (iv) if prize involves travel or activities, any potential winner and travel companion (if applicable) may be required to execute releases of the Sponsor from any and all liability with respect to participation in such travel/activities and/or use of the prize. Affidavits and releases must be returned within ten (10) days from the date that Sponsor first tries to notify the potential winner. If winner is deemed to be a minor under the jurisdiction of his/her residence, the prize will be awarded in the name of his/her parent or legal guardian who must execute the necessary affidavit and release and, if applicable, must accompany winner on the trip (no additional travel expenses will be awarded should a parent or legal guardian be required to accompany the winner on the trip).

**Disclaimers:** Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Sponsor is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. If for any reason this Sweepstakes is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor reserves the right at its sole discretion to disqualify any individual who tampers with the entry process and/or to cancel, terminate, modify or suspend the Sweepstakes.

**Right to cancel sweepstakes:** Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes.

**Choice of Law:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants and Sponsor in connection with this Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the State of Minnesota, USA without regard to conflict of law principles.