

## THE HOT SHOTS KICK OFF SWEEPSTAKES OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO LEGAL U.S. RESIDENTS OF ARKANSAS AND MISSOURI,, WHO ARE 21 YEARS OF AGE OR OLDER. VOID Elsewhere AND WHERE PROHIBITED OR RESTRICTED BY LAW.**

**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 **HOT SHOTS KICK OFF SWEEPSTAKES** (the "Sweepstakes") begins at 12:00:01 AM Central Time ("ET") on Friday, September 1, 2023 and ends at 11:59:59 PM CT on Wednesday, November 15, 2023 (the "Sweepstakes Period").

**ELIGIBILITY:** The Sweepstakes is open to legal U.S. residents of Arkansas and Missouri, who are 21 years of age or older. Employees of Hotshots Sports Bar and Grill, Inc. (the "Sponsor"), and (as applicable) their respective affiliates, printers, advertising, and promotion agencies (including Judges), alcohol beverage suppliers, importers, wholesalers, distributors or retailers, Votigo Inc. (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:** There are 2 ways to enter.

**Method #1: Online Entry.** During the Sweepstakes Period, visit [www.kickofffootballhotshots.com](http://www.kickofffootballhotshots.com) and follow all entry instructions to complete the entry form and submit to receive one (1) entry into the Sweepstakes (the "Online Entry"). **Online Entries must be received between Friday, September 1, 2023 at 12:00:01 AM CT and Wednesday, November 15, 2023 at 11:59:59 PM CT.** Online entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy, which can be found at <https://hotshotsnet.com/privacy-policy/>

**Method #2: QR Code Entry.** Use your web-enabled mobile device (the "Mobile Device") to scan the QR code on specially marked marketing materials. You will then be directed to the Sweepstakes mobile web site. Follow all entry instructions to complete the entry form and submit to receive one (1) entry into the Sweepstakes (the "QR Code Entry"). QR Code Entries must be received between **Friday, September 1, 2023 at 12:00:01 AM CT and Wednesday, November 15, 2023 at 11:59:59 PM CT.** QR Code entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy, which can be found at <https://hotshotsnet.com/privacy-policy/> **Message and data rates may apply.**

**Important Notice for QR Code means of entry.** Message and data rates may apply. Entrant's wireless service provider may charge entrant for data usage, and entrant shall be responsible for any and all costs associated with this form of entry. Please consult your wireless service provider

regarding their pricing plans. Entrant must be a wireless service subscriber with data usage, using a participating service provider in order to enter via this method. Not all wireless phone providers carry the necessary service to participate. Entrant should check their phone and service capabilities for specific mobile internet instructions.

Online Entry and QR Code Entry collectively referred to herein as “Entry” or “Entries”. **Limit: One (1) Entry per person regardless of whether entrant has more than one email address and regardless of the method of entry.** All methods of entry have an equal chance of winning. All entries become the property of the Sponsor and will not be acknowledged or returned.

**PRIZE/APPROXIMATE RETAIL VALUE (“ARV”)/ODDS:**

- Grand Prize:** There is one (1) Grand Prize available to be won. One (1) Grand Prize winner will receive a professional football game package for two (2) people. The game package includes:
- Two (2) tickets to a professional football game in Kansas City, MO on Monday, December 25 with a kick-off at 12:00 p.m. CT;
  - Two (2) tickets to tailgate party with food and soft drinks prior to the designated game;
  - One (1) \$100 (physical) gift card which may be used by winner for food and other incidental expenses in conjunction with attending the game;
  - One (1) \$150 e-gift card to a ride sharing service provider to be determined by Sponsor.
  - Winner understands and agrees that game date/kick-off time are subject to change. If necessary, game date/kick-off times may be changed as follows:

Game	Thursday Night at 7:15 p.m. CT	Sunday at either 7:15 p.m. CT; 12:00 p.m. CT, 3:05 p.m. CT or 3:25 p.m. CT
December 25	December 21	December 24

**The ARV of Grand Prize: \$920.**

**The total ARV of all prizes available to be won: \$920.**

Odds of winning will depend upon the total number of eligible entries received.

**RANDOM DRAWING:** The winner will be selected in a random drawing on or about **Thursday, November 16, 2023** from among all eligible entries received during the Sweepstakes Period by the Sweepstakes Administrator, an independent representative of the 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 two (2) days 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 their Social Security Number for the sole purpose of tax reporting, as required by law. Guest of winner will also be required to sign a Travel Companion Liability & Publicity Release. Noncompliance will result in disqualification and an alternate winner may be selected. The game selected must be attended on the date specified or prize will be forfeited in its entirety. The prize package will be awarded within approximately 3 days after the winner is verified.

The Grand Prize winner may 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 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:**

**ALCOHOL IS NOT PART OF THE PRIZE.**

Grand Prize must be accepted as awarded. In order to receive the gift card elements of Grand Prize, winner must also accept the football game ticket element of Grand Prize.

Issuers of gift cards are of Sponsor's sole choosing. Each gift card is subject to corresponding issuer's terms and conditions as provided therewith. Without limiting the foregoing, to redeem ride sharing service provider gift card, winner must reside in a town/city served by provider as well as opening an account with provider.

**WINNER MUST BE ABLE TO ATTEND THE FOOTBALL GAME ON DECEMBER 25 AS WELL AS TAILGATE PARTY PRECEDING SUCH GAME. IF WINNER IS NOT AVAILABLE FOR ANY REASON, THE GRAND PRIZE WILL BE FORFEITED IN ITS ENTIRETY WITHOUT COMPENSATION OF ANY KIND AND AN ALTERNATE WINNER MAY BE SELECTED (TIME PERMITTING).**

Tickets to the tailgate party are subject to venue restrictions including that tickets are not intended for re-sale or use by anyone other than winner and guest. Available food and soft drinks (as well as other amenities) at tailgate party will be determined by third party organizer of same. It is the sole responsibility of winner and guest to contact third party organizer of tailgate party regarding any dietary restrictions and alternate food/beverage options. Sponsor disclaims any and all liability (a) if third party organizer of tailgate party cannot accommodate the dietary restrictions of winner

and/or guest and (b) as to the quality of food/beverage options provided by third party organizer of tailgate party

All costs and expenses not specified in these Official Rules are the winner's sole responsibility including incidentals (e.g., food/beverages and travel to and from the football game.) Tickets to the football game are subject to terms and conditions of use as indicated thereon/provided therewith as well as venue restrictions including that tickets are not intended for re-sale or use by anyone other than winner and guest. Ticket type and seat location will be determined by Sponsor in its sole discretion.

Winner and guest must at all times act in an appropriate, well-behaved and respectful manner as well as following all safety and other instructions and any laws/regulations or policies designed to prevent the spread of COVID-19/Coronavirus; such as, mask-wearing, social distancing, providing proof of negative COVID-19/Coronavirus test and/or vaccination against COVID-19/Coronavirus.

Guest of Grand Prize Winner must be 21 years of age or older.

If winner chooses to accept the Grand Prize without a guest (or if guest fails to timely return signed Liability/Publicity Release as discussed herein), the Grand Prize will include only one (1) ticket to the football game and no substitute prize or compensation will be awarded (and, in such case, the value of the Grand Prize will be less than the amount indicated above).

If any elements of the Grand Prize are made available to but not used by the winner and his/her guest for any reason, no substitute prize or compensation will be awarded and, accordingly, the Grand Prize value will be less than the amount indicated above.

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.

**SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE PRIZE OR ANY OTHER ASPECT OF GRAND PRIZE WINNER'S ACCEPTANCE OR USE OF THE PRIZE.**

Gift cards are not redeemable for cash and will not be replaced if lost or stolen. Gift card usage is subject to the issuing company's complete terms and conditions, including expiration dates.

Football game tickets are not redeemable for cash and will not be replaced if lost or stolen. Tickets are subject to complete terms and conditions. In the event that the game selected by Grand Prize Winner does not take place as scheduled, for reasons such as cancellation, preemption or postponement, or for any reason beyond the control of the Sponsor, Sponsor's sole responsibility will be to award the remaining portion of the Grand Prize and no additional substitution or compensation will be provided.

Winner is responsible for all federal, state, local and income taxes associated with winning prize. Grand Prize winner will be required to furnish their Social Security Number for the sole purpose of preparation of tax forms as required by law.

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 the Sponsor and the Sweepstakes Administrator, and release the Sponsor and 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, entrant (i) agrees to be bound by these official rules, including all eligibility requirements, and (ii) agrees 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 SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE 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 Missouri, 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 St. Charles County, MO 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 New York, NY. 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 St. Louis, MO. 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 their 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 the Sponsor's Privacy Policy, which can be found at <https://hotshotsnet.com/privacy-policy/>

**OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, see [www.kickofffootballhotshots.com](http://www.kickofffootballhotshots.com) or send a self-addressed, stamped envelope by November 16, 2023, to: **The Hot Shots Kick Off Sweepstakes Official Rules Request**, PO Box 654, Social Circle, GA 30025-0654.

**WINNER CONFIRMATION REQUEST:** For a written confirmation of the winner (available after November 16, 2023, send a stamped, self-addressed envelope (no later than December 29, 2023), to: **The Hot Shots Kick Off Sweepstakes Winner Confirmation Request**, PO Box 654, Social Circle, GA 30025-0654.

**SPONSOR:** Hotshots Sports Bar and Grill, 512 West Pearce Blvd., Wentzville, MO 63385

**SWEEPSTAKES ADMINISTRATOR:** Votigo Inc., 1630 30th Street 593, Boulder, CO 80301

**Void outside Arkansas and Missouri**

All trademarks used herein are the property of their respective owners in the United States and abroad. All rights reserved.

PLEASE DRINK RESPONSIBLY.