

OFFICIAL RULES FOR MEATEATER MERCH STORE CREDIT GIVEAWAY SWEEPSTAKES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE OR INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW.

1. Sweepstakes Description

MEATEATER MERCH STORE CREDIT GIVEAWAY ("Sweepstakes") is sponsored by The Hercules Tire & Rubber Company 12200 Herbert Wayne Ct Ste 150, Huntersville, NC 28078 ("Sponsor"). The Sweepstakes entry period begins at 8am EST on 10/1/2023 and ends at 5pm EST on 12/31/2023 (the "Entry Period"). Two (2) grand prizes per month (estimated value of \$250 described in Section 5 below) will be awarded based on a random drawing of eligible entries received during the Entry Period. This Sweepstakes is void where prohibited and subject to all local, state, and federal laws and regulations.

2. Eligibility

The Sweepstakes is open to legal residents of the fifty (50) continental United States and the District of Columbia, age twenty-one (21) or older. Employees of Sponsor, American Tire Distributors, and each of their respective parent and affiliated entities, and each of their respective advertising and marketing agencies and any party involved with the administration of the Sweepstakes (collectively all of these entities to be referred to as the "Sweepstakes Entities") and members of such employees' respective immediate families (parent, spouse, child, sibling, grandparent and grandchild) regardless of whether they reside in the same household, and members of the same household of such employees, are not eligible to enter. Void where prohibited.

3. How to Enter

You can only enter online at herculestire.com/herculesstrong/partners/the-meateater-podcast/ by completing the entry form with your name, email address, zip code. Standard data access charges may apply to entry by mobile phone; check with your wireless carrier. Limit one (1) entry per person. Sponsor's computer for receiving entries shall be the official time clock for this Sweepstakes. Each entry must be manually key stroked and manually entered by the individual entrant; automated and/or repetitive electronic submission of entries (including but not limited to entries made using any script, macro, bot or sweepstakes service) will be disqualified. If you are suspected of attempting to register or enter in excess of the specified registration/entry limits, by any means, including but not limited to establishing multiple e-mail accounts, or using any automated means to enter, you may be disqualified in Sponsor's sole and absolute discretion.

In the event of a dispute over the identity of a potential Grand Prize winner or other winner, the entry will be declared made by the authorized account holder of the email address submitted at the time of entry, and any potential winner may be required to provide evidence sufficient to show that he/she is the authorized account holder of the email address. It is the sole responsibility of the entrant to notify Sponsor in writing if the entrant changes his or her e-mail or postal address or phone number. Sweepstakes Entities are not responsible for lost, late, incomplete, damaged, stolen, invalid, unintelligible or misdirected entries. Sweepstakes Entities are not responsible (a) if online service or equipment is interrupted including without limitation (1) interruptions to any network, server, Internet, Web site, telephone, satellite, computer or other connections, (2) failures of any telephone, satellite, hardware, software or other equipment, (3) garbled, misdirected or jumbled transmissions, or traffic congestion, or (4) other errors of any kind, whether human, technical, mechanical or electric, or (b) for the incorrect or inaccurate capture of entry or other information or the failure to capture any such information.

4. Winner Selection and Notification

On or about October 31st, November 30th, and December 31st a random drawing will be conducted by Sponsor from among all eligible entries received by Sponsor to select the potential Grand Prize winner and the winners of the two additional prizes. The odds of winning depend on the total number of eligible entries received during the Entry Period. The potential prize winners will be notified by phone, e-mail or regular mail, in Sponsor's sole and absolute discretion. If a potential winner does not respond to the notification or cannot be reached within forty-eight (48) hours of the initial communication, any notification is returned as undeliverable, or any Documents specified in Section 7 below are not returned within forty-eight (48) hours of receipt by the potential winner, the potential winner may be disqualified in the sole and absolute discretion of Sponsor and an alternate potential winner randomly selected from the remaining eligible entries. A potential winner will be deemed the winner upon meeting all of the conditions and requirements set forth in these Official Rules (the "Winner").

5. Prizes

Two (2) ("*\$250 MEATEATER MERCH STORE CREDITS") will be awarded monthly. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers, gift cards or certificates.

No assignment or transfer of the Grand Prize or other Prizes will be permitted, except at Sponsor's sole and absolute discretion. Sponsor reserves the right to substitute the Grand Prize (or any portion thereof) with a prize of comparable or greater value if an advertised Grand Prize (or any portion thereof) is unavailable for any reason including, cancellation, acts of God, force majeure and other causes beyond the Sponsor's control. The Grand Prize or other Prizes cannot be redeemed for cash. Winners are solely responsible for all federal, state and local taxes associated with the receipt of the Grand Prize and other Prizes. Each prize Winner will be issued a Form 1099 in the amount of the prize value, as required by applicable law.

Sweepstakes Entities make no representation or warranty regarding the Grand Prize or other Prizes, and expressly disclaims any and all express or implied warranties, including without limitation the implied warranties of merchantability and fitness for a particular purpose. All Grand Prize and Prize details, including, without limitation, the exact nature and duration of the meet and greet for the Grand Prize Winner and their guest shall be determined in the sole and absolute discretion of Sponsor and subject to availability. Seat locations at the event shall be determined in the sole and absolute discretion of Sponsor. Grand Prize Winner's guest must be of legal age of majority in his/her jurisdiction(s) of residence (and at least twenty-one (21) years of age). Event dates and times are determined by Organizer and may be subject to change. The terms and conditions of guide trip awarded as part of the Grand Prize will govern the trip, as defined by Josh Douglas Fishing. Grand Prize Winner agrees to comply with all rules and regulations in connection with the Grand Prize. Sponsor and Organizer reserve the right to remove or to deny access of guide trip to Grand Prize Winner who engage(s) in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the event. Sponsor and Organizer will not be responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of the event.

6. Acceptance of Official Rules

As a condition of entry, entrants fully and unconditionally agree to these Official Rules and to Sponsor's decisions, which are final and binding in all respects.

7. Prize Documents and Releases

(a) The Grand Prize Winner and other Prize Winners must sign an affidavit of eligibility and a liability/publicity release (unless prohibited) as well as any required W-9 and other tax-related forms

(collectively "Documents") and return the Documents within forty-eight (48) hours of issuance by Sponsor. (b) By participating in this Sweepstakes or receiving the Grand Prize or other Prizes, entrants agree to release and to indemnify and hold harmless the Sweepstakes Entities and each of their officers, directors, employees and agents from any liability, injury, death, loss or damages to entrant or any person or entity, including without limitation, damage to personal or real property, caused in whole or in part, directly or indirectly, by participation in this Sweepstakes (or related activities) or the acceptance, possession or use/misuse of the Grand Prize, or any Grand Prize-related travel or activity or any other Prize. (c) Except where prohibited, Grand Prize Winner and other Prize Winners grant the Sweepstakes Entities permission to use his/her name, likeness, voice, statements and biographical information for publicity, advertising, trade or promotional purposes in any media or manner, now known or hereafter devised, worldwide, in perpetuity, without further payment, consideration, notice or approval.

8. General Provisions

Sponsor reserves the right to cancel or modify the Sweepstakes (or any portion thereof) if fraud, misconduct or technical failures destroy the integrity of the Sweepstakes or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the Sweepstakes, as determined by Sponsor, in its sole and absolute discretion. If the Sweepstakes is so cancelled, Sponsor reserves to select the potential winner by a random drawing from among all eligible entries received prior to the time of termination. Inclusion in such drawing shall be each participant's sole and exclusive remedy under such circumstances. If due to a printing, production or other error, more prizes are claimed than intended to be awarded as described in Section 5, the intended Grand Prize will be awarded in a random drawing from among all verified and validated prize claims received for that prize level. In no event will more than the stated number of prizes be awarded. Sponsor reserves the right in its sole and absolute discretion to prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules, or acts in unsportsmanlike or disruptive manner. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS 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.

9. Disputes/Choice of Law

Except where prohibited, each entrant (a) agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any Grand Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in the state of North Carolina, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees, and (3) no punitive, incidental, special, consequential or other damages, including without limitation, lost profits, may be awarded (collectively, "Special Damages"), and (b) hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. North Carolina law, without reference to choice of law rules, governs the Sweepstakes and all aspects related thereto.

10. Privacy

Personally identifiable information that is submitted by entrants as part of this Sweepstakes will be used to administer the Sweepstakes, select the Grand Prize Winner and other Winners and fulfill the Grand Prize and other prizes, and for other purposes as set forth in Sponsor's privacy policy accessible at <http://www.herculestire.com/privacy-policy/> and may be shared with third parties for purposes of Sweepstakes administration and for other purposes set forth that privacy policy. By entering the Sweepstakes, entrants agree that they may be contacted by email, phone or regular mail at the addresses/numbers provided for purposes of the Sweepstakes and for any promotional or other purposes relating to the products and services of the Sweepstakes Entities.

11. Winner List

For the name of the Grand Prize winner and other Winners, available after September 30, 2022, send a self-addressed, stamped envelope to The Hercules Tire and Rubber Company, Attention: MEATEATER MERCH STORE CREDIT GIVEAWAY Sweepstakes Winner's List, 12200 Herbert Wayne Ct Ste 150, Huntersville, NC 28078. No requests will be honored after 1/31/2024. Residents of Vermont may omit return postage.

12. Sponsor

This Sweepstakes is sponsored by The Hercules Tire & Rubber Company 12200 Herbert Wayne Ct Ste 150, Huntersville, NC 28078.

ABBREVIATED RULES FOR WEBSITE

NO PURCHASE OR PAYMENT NECESSARY. Must be 21 years or older, and resident of the 50 United States (excluding Alaska and Hawaii) and DC to enter the sweepstakes. Enter online only. Sweepstakes 10/31/2023, 11/30/2023, and 12/31/2023. Void where prohibited. Odds of winning depend on number of eligible entries received. Sponsor: The Hercules Tire & Rubber Company 12200 Herbert Wayne Ct Ste 150, Huntersville, NC 28078. For Official Rules, go to herculestire.com/herculesstrong/partners/the-meateater-podcast/