

**Omaha Steaks®**  
**INSTAGRAM GIVEAWAY**  
**OFFICIAL RULES**  
September - October 2020

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

**ELIGIBILITY:** The Giveaway is open to legal U.S. residents having a public profile on Instagram, currently residing in the United States and the District of Columbia who are 18 years old or the age of majority, whichever is older as of the date of entry. Rhode Island residents are ineligible. Employees, officers, and directors (including immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and members of the same household, whether or not related) of OmahaSteaks.com, Inc. (or “Sponsor”), its affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the Giveaway are not eligible to participate or win a Prize (defined below). The Giveaway is subject to all applicable federal, state and local laws, rules and regulations. Void where prohibited or restricted by law, rule or regulation.

**SPONSOR:** OmahaSteaks.com, Inc., 11030 “O” St., Omaha, NE 68137.

**HOW TO ENTER:** A total of 7 Giveaway Periods will take place between the dates of September 10th through October 29th<sup>th</sup>, 2020 (the “Giveaway Period”). You may enter the Giveaway by leaving a comment on the Giveaway Posts and tagging a friend with hashtag #OmahaSteaksHomegate during the Giveaway Period. No other method of entry will be accepted.

**PRIZES:** One (1) prize, will be awarded to FOUR different recipients for each **Giveaway Period as shown in the table below** dependent on the winner of Instagram stories poll each week. (each, a “Prize” and collectively, the “Prizes”).

<b>Start Date, after 10:00 AM CT</b>	<b>End Date, at 12:00 AM CT</b>	<b>Prize Date decided, after 10:00 AM CT</b>	<b>Prize</b>	<b>Approximate Retail Value (“ARV”)</b>
9/10/20	9/17/20	9/11/20	8 (4 oz.) Gourmet Burgers SKU 118 <b>OR</b> 16 Gourmet Jumbo Franks SKU 523	\$119.96 <b>OR</b> \$111.96

9/17/20	9/24/20	9/18/20	1 Sirloin Cap Grilling Roast SKU 3164 <b>OR</b> 1 Fully Cooked Beef Brisket SKU 3072	\$279.99 <b>OR</b> \$319.96
9/24/20	10/1/20	9/25/20	4 Split Lobster Tail Skewers SKU 3119 <b>OR</b> 2 (16 oz. pkgs) Fully Cooked Chicken Wings SKU 3096	\$151.96 <b>OR</b> \$111.96
10/1/20	10/8/20	10/2/20	2 (36 oz.) Tomahawk ribeyes SKU 3108 <b>OR</b> 1 (48 oz.) King Cut Tbone Steak SKU 2525	\$999.96 <b>OR</b> \$559.96
10/8/20	10/15/20	10/9/20	Winner of Week 1 vs Week 3	
10/15/20	10/22/20	10/16/20	Winner of Week 2 vs Week 4	
10/22/20	10/29/20	10/23/20	Winner of Week 5 vs Week 6	

**SELECTION OF WINNERS:** Based on the entries received, the potential winners of the Giveaway Posts and three (3) alternate potential winners will be randomly selected by Sponsor the day following the last day of a Giveaway Period. For example: The first Giveaway Period ends on 9/17/20, so the winners will be selected and shared on 9/18/20. Subject to verification of eligibility and compliance with the terms of these Official Rules, the potential winner will be declared the official winner of the Giveaway (“Winner”) after receipt of the properly executed IRS Form W-9 and Release of Liability. The decision of Sponsor is final and binding on all matters relating to this Giveaway. All non-winning eligible entries from one drawing will not carry-over or be eligible for any subsequent Prize. The potential winner will be notified, by Instagram direct message. Failure of the potential prize winner to respond within a reasonable time frame (not longer than three (3) days) from such notification may result in disqualification. If the previous potential winner is disqualified, the selection of another winner from the three (3) alternate potential winners will be made. If the potential winner and three (3) alternate potential winners fail to timely respond, any remaining prize will remain un-awarded. Sponsor is not required to contact the potential prize winner more than once. In

Sponsor's discretion, in the event of non-compliance for any reason, including the inability to accept the prize for any reason, no alternate Entrant will be selected.

**CONTENT RESTRICTIONS:** Entrants must not include any of the following content (the "Content Restrictions") in any entry: (i) pornography, adult-oriented content or any other sexually-explicit material; (ii) materials relating to lotteries or gambling; (iii) explicit language or content, images of violence, or promotion of illegal activities; (iv) content in violation of intellectual property rights or laws; (v) libelous, defamatory, disparaging, tortious or slanderous materials; (vi) content that denigrates, disparages or reflects negatively on Omaha Steaks, its owners and employees; (vii) tobacco, alcohol or drugs; (viii) dangerous stunts; (ix) real weapons of any kind including, but not limited to, guns, knives or projectiles; (x) material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any other basis protected by federal, state, territory, provincial or local law, ordinance, or regulation; (xi) individuals under legal age of majority without providing a signed release from parent or legal guardian; and (xii) material that is unlawful, or otherwise in violation of or contrary to the laws or regulations in any state/territory/province where the entry is created. Any entry that does not comply with the foregoing, in the sole discretion of Sponsor, will be disqualified.

**CONDITIONS, DISCLAIMERS, AND LICENSE:** By entering this Giveaway, each Participant agrees to be bound by these Official Rules and by all decisions of the Sponsor (which decisions are final and binding on all matters relating to the Giveaway), and to comply with all federal, state and local laws and regulations. All Prize details shall be determined in the sole and absolute discretion of Sponsor. The decisions of the Sponsor are final on all matters of fact, interpretation, eligibility procedure and fulfillment. Entries and other submitted materials become the property of the Sponsor and/or its promotional partner(s) and will not be acknowledged or returned. The Sponsor is not responsible for incomplete, late, lost, or misdirected entries or for any technical malfunction, human error, lost/delayed data transmission, omission, interruption, deletion, defect, or line failure in connection with any telephone network, computer equipment, software or any combination thereof. Entries are void if unreadable, inaccurate, incomplete, mutilated, tampered with, forged, mechanically reproduced, irregular in any way, or otherwise not in compliance with these Official Rules. Although Sponsor attempts to ensure the integrity of the Giveaways, the Sponsor is not responsible for the actions of Participants or other individuals in connection with the Giveaways, including Participants' or other individuals' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Giveaways. The Sponsor is not responsible for injury or damage to Participant's or to any other person's computer(s), other equipment, or person(s), related to or resulting from participation in the Giveaways or downloading materials from or using the Giveaway Site. If, for any reason, the Giveaways is not capable of running as planned including by reason of damage by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical limitations or failures, strikes, industry conditions, bankruptcy or liquidation, marketplace demands, applicable law, unforeseen obstacles, or any other causes which, in the sole opinion of the Sponsor, could corrupt, compromise, undermine, or otherwise affect the

administration, security, fairness, integrity, viability, or proper conduct of the Giveaways, the Sponsor reserves the right in its sole and absolute discretion to modify these Official Rules and/or to cancel, terminate, modify, or suspend all or any part of the Giveaways, and in its sole discretion to select a new potential winner from among all eligible entries received up to the time of such cancellation, termination, modification, or suspension, as applicable. In the event that there are typographical errors that obscure the original intent of the Giveaways, Sponsor reserves the right to cancel or modify the Giveaways appropriately. All taxes in connection with the Prize, and the reporting consequence thereof, are the sole responsibility of the Prize Winner(s). Prize Winner(s) may be sent a tax form 1099, or other appropriate tax document, in the event the approximate retail value requires Sponsor to submit such form. All costs and expenses associated with the Prize acceptance and use not specified herein as being provided, including but not limited to lodging, transportation costs, meals, gratuities and other expenses incurred by accepting the Prize are the sole responsibility of the Winner. The Prizes are non-transferable and non-assignable, with no cash redemptions except at Sponsor's sole and absolute discretion. Sponsor reserves the right to substitute the Prize (or any portion thereof) with one of comparable or greater value at its sole and absolute discretion. By entering these Giveaways and unless prohibited by law, each potential prize winner agrees to grant to the Sponsor, and its licensees, affiliates, and assigns, the right to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including without limitation the World Wide Web, at any time or times, each prize winner's name, likeness (actual or simulated), voice (actual or simulated), and biographical information as news or information and for advertising and promotional purposes without additional consideration; and further without such additional compensation, appear for, or provide biographical information for use in, any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews, as may be determined from time to time by the Sponsor in its sole discretion. By entering these Giveaways electronically and voluntarily providing your personal information, Participants consent and agree to the Sponsor's collection and use of the Participant's information for the administration of these Giveaways and agree to Sponsor's use of Participant information for the purpose of contacting Participant in relation to these Giveaways. For the avoidance of doubt, Participants are providing information to the Sponsor and not to Instagram, nor any other social media platform.

**RELEASE AND INDEMNIFICATION:** By entering a Giveaway, Participants release and hold the Sponsor, Instagram, and their respective parents, related and affiliated companies, subsidiaries, advertisers, promotional agencies and each of their respective directors, successors, sponsors, partners, licensees, officers, subsidiaries, agents, employees, artists, advisors, assignees, and all others associated with the development and execution of the Giveaways harmless from and against any and all losses, damages, rights, claims, and actions of any kind arising in whole or in part, directly or indirectly, from the Giveaways or participation in any Giveaway-related activity, or resulting directly or indirectly, from acceptance, possession, use, or misuse of any Prize awarded in connection with the Giveaways, including without limitation causes of action, claims and demands, including legal fees and expenses, including but not limited to, claims based on negligence, breach of contract and liability for physical injury, death, or property damage which the Participants or his/her administrators, heirs, successors or assigns might have or could

have, by reason of or arising out of the Participant's participation in the Giveaway and/or in connection with the acceptance and/or use Participant of the Prize. The Giveaways are in no way sponsored, endorsed, administered by or associated with Instagram and all Participants agree to release and hold harmless Instagram from any and all liability associated with or arising out of the Giveaways.

WITHOUT LIMITING THE RELEASE GRANTED BY PARTICIPANTS HEREIN, BY ENTERING THE GIVEAWAY, EACH PARTICIPANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE GIVEAWAY, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (3) PARTICIPANT 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.

**GOVERNING LAW:** The Giveaways and these Official Rules are governed by and shall be construed in accordance with the substantive laws of the State of Nebraska applicable to contracts made and performed entirely in Nebraska. All applicable federal, state, and local laws and regulations apply. Sponsor reserves the right to change these Terms & Conditions at any time. This Giveaway is in no way sponsored, endorsed or administered by Instagram.

**OFFICIAL RULES AND WINNERS LIST:** For a copy of the Official Rules, please send a self-addressed, stamped envelope for receipt by 9/1/20 to: OmahaSteaks.com, Inc., 11030 O Street, Omaha, NE 68137. Vermont residents may exclude return postage on requests for Official Rules. For a list of winners available after 11/1/20, please send a self-addressed, stamped envelope for receipt by 12/1/20 to: OmahaSteaks.com, Inc., 11030 O Street, Omaha, NE 68137.