

THE FOLLOWING PROMOTION IS INTENDED FOR VIEWING AND PARTICIPATION IN THE 50 UNITED STATES AND D.C. ONLY (EXCLUDING, WITHOUT LIMITATION, THE STATE OF NORTH DAKOTA AND ALL US TERRITORIES EXCEPT PUERTO RICO) AND SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW AND AMERICAN ENGLISH. YOU MUST BE THE AGE OF MAJORITY IN YOUR STATE OF RESIDENCE OR OLDER TO ENTER. INTERNET ACCESS AND AN EMAIL ADDRESS REQUIRED.

Boar's Head "SmokeMaster™ Smoke House Rules" Sweepstakes
(the "Sweepstakes")

Official Rules

No Purchase Necessary. A Purchase Will Not
Increase Your Chances Of Winning A Prize.
Internet Access Required

- 1 The "**Sweepstakes Period**" is from 12:00:01 pm (Noon) Eastern Time ("ET") September 1, 2015 ("Sweepstakes-Start") to 11:59:59 am (Noon) ("ET") October 1, 2015 ("Sweepstakes-End"). Twitter's and Facebook's computer clocks, as they apply, determines the time.
- 2 **Eligibility:** No purchase necessary to enter or win. This Sweepstakes is open only to legal residents of the U.S.A (excluding the State of North Dakota) and Puerto Rico, 18 years of age or older and the age of majority in your state of residence as of date of entry. If you are not a legal resident of the U.S.A. or age 18 or older and the age of majority as of date of entry, you are not eligible to enter or win a prize and Frank Brunckhorst Co., LLC ("Sponsor") reserves the right not to award prizes to entrants who reside in other or excluded U.S. jurisdictions. If you have an APO or FPO mailing address, you must identify your state of permanent residence. Residents of all U.S.A territories and external Commonwealths are not eligible for this Sweepstakes. Not open to employees, officers, directors, distributors, retail partners, agents, or representatives, or to members of the immediate family (spouse, parents, children, siblings and each of their spouses regardless of where they live) or members of household of any employees, officers, directors, distributors, retail partners, agents, or representatives of Sponsor or its advertising and promotion agencies including MODE, Inc. ("Co-Administrator"), TMACO, LLC d/b/a The Marketing Agency ("Co-Administrator") (collectively the "Sweepstakes Entities"), Twitter, Inc. ("Twitter®"), Facebook, Inc. ("Facebook®") or anyone involved in the development, production, implementation, administration, or fulfillment of this Sweepstakes. All applicable federal, state and local laws and regulations apply.
- 3 **How to Enter:** **This Sweepstakes is played only on the Internet, during the Sweepstakes Period.** Sign on to your account at twitter.com or facebook.com. If you are not registered with Twitter or Facebook, you will be prompted to register (it's free). Go to the Boar's Head pages at https://twitter.com/Boars_Head or www.facebook.com/BoarsHead. On the following days, at, or about, noon, ET look for the Boar's Head photo post relating to the SmokeMasterSmoke House Rules Sweepstakes: **September 1, 4, 7, 10, 14, 17, 21, 24 and 28, 2015.** In Twitter (insure that your tweet is public not private-check your settings), reply to **@Boars_Head** with the hashtag **#BHSmokeMasterSweeps** and your answer. In Facebook post a comment on the Boar's Head post with your answer. In both cases the comment should be your reaction to the question asked in the post and how it relates to your lifestyle. Do not include images of

anyone/anything or any brand names or trademarks except Boar's Head, for which you have a one-time license for this Sweepstakes only. Sponsor reserves the right to remove and disqualify any entry that contains trademarks or copyrighted material (other than Boar's Head) or it deems to be in poor taste or offensive in its sole, subjective discretion. If you are entering via a mobile, web-enabled device, check your wireless data plan as charges may apply. You are responsible for any charges associated with entering. LIMIT ONE (1) ENTRY PER PERSON PER ONE (1) TWITTER HANDLE OR ONE (1) FACEBOOK HANDLE WITHIN 72 HOURS OF THE ORIGINAL POST DURING THE SWEEPSTAKES PERIOD.

It is an entrant's responsibility to keep his/her Twitter account current and unblocked for direct/private messages for winner notification. All entries must be made by an individual from a stand-alone computer or mobile device and may not be made by proxy or any electronic/automated means such as script, bot, macro or any other similar software or program. You may not enter with multiple Twitter or Facebook handles and/or multiple identities nor may you use any other device or artifice to obtain more than the maximum number of entries. **All discovered entries made in violation of these Official Rules will be deleted. This promotion is in no way sponsored, endorsed, administered by or associated with Twitter or Facebook. You understand that you are providing your information to Sponsor and the Administrator and not to Twitter or Facebook.** In the case of a dispute regarding who submitted a particular tweet or post, the entry will be deemed submitted by the authorized Twitter or Facebook account holder of the tweet or post.

- 4 **Winner Selection:** 90 potential winners (five (5) per entries from each post for each of Twitter and Facebook) will be selected approximately three (3) days after each day's post in random drawings from all eligible entries received during the 72 hours after each post. The winners will be notified within three (3) business days after the selection is made via a Direct Message to the handle with the selected tweet or via a Reply to the selected Facebook comment with more information on how to claim the prize. **A potential winner will have three (3) business days to respond based on the instructions provided in the Direct Message or Facebook Reply. You will be asked to provide full contact and other requested information and proof of being the account holder of the tweet in question should Sponsor request it.** Failure to provide the information above in a satisfactory manner within the three (3) business days will signify to Sponsor that the prize has been declined and forfeited for all time and another potential winner will be chosen in random drawings from remaining eligible entries. Neither Sponsor nor Administrator is responsible for tweets or messages which are undeliverable as a result of any form of active or passive filtering of any kind or the closure of the Twitter or Facebook account by potential winner. Should a greater number of prize claims be received or notices sent out because of human or programming errors or for any reason whatsoever, only the number of prizes stated in these Official Rules and their values will be awarded at the discretion of the Administrator from all eligible claimants according to these Official Rules.
- 5 **Quantity, Prize, Approximate Retail Value (ARV) and Odds: (90) Grand Prizes (45 for each of Twitter and Facebook).** A \$50 AMEX gift card subject to its Terms & Conditions including an expiration date. **ARV: \$50.** Odds of winning: Dependant on the total number of eligible tweets received during the 72 hours after each post. The Grand Prize does not include anything that is not specifically listed in these Official Rules. Only the prizes and the values listed in these Official Rules will be awarded. Should the value of the prize be less than the ARV stated above, the difference will not be awarded in cash or kind. Sponsor and Administrator not responsible for electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind or insufficient space in entrant's Twitter or Facebook account to receive direct tweets or messages. All prizes will be awarded if claimed properly, provided there are sufficient entries. **By entering this**

Sweepstakes, entrants acknowledge that the Sweepstakes Entities have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to a prize or regarding the use, value or enjoyment of the prize. The right to receive a prize is non-assignable, non-exchangeable and non-transferable and no prize substitution or cash equivalent will be given, except that Sponsor may substitute a prize of comparable or greater value in its sole discretion.

- 6 General: By participating in this Sweepstakes, you agree to be bound by these Official Rules.** Sweepstakes administration will be supervised by the Co-Administrators, independent judging organization whose decisions are final and legally binding. No participant or winner shall have the right to question any decision by Sponsor or the Co-Administrator concerning any aspect of the Sweepstakes or the interpretation of the Official Rules or the determination as to the qualification of entries. Sponsor is not responsible for those who cannot access the Internet, Twitter or Facebook or cannot click-through for any period of time regardless of technical, hardware, software, telephone, Internet, virus contamination or network problems, and for delay, failure or malfunction for any reason including, but not limited to, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors, problems with twitter.com, force majeure, human errors, including, but not limited to, errors by Sponsor's, Twitter's or Facebook's employees, representatives and/or agents who enter incorrect information into any of Sponsor's, Twitters or Facebook's computer systems. Proof of entry is not proof of entry receipt. Sponsor reserves the right to cancel/terminate, modify or suspend the Sweepstakes if in Sponsor's sole determination it believes that the integrity of the Sweepstakes has been, or could be, compromised or that the Sweepstakes is not capable of running as planned or fairly, including infection by computer virus, bugs, tampering, unauthorized intervention (hacking), fraud, technical failures, force majeure, human error or any other causes beyond Sponsor's/Twitter's/Facebook's control. Should the Sweepstakes be cancelled/terminated, five (5) potential winners will be chosen from all the non-suspect entries received for the last post on Twitter and Facebook, in random drawings and no further postings or drawings will take place. Sponsor/Administrators reserve the right to disqualify any discovered entry from the Sweepstakes if, in Sponsor's sole judgment, entrant has not fully complied with these Official Rules. Without limitation, all of an entrant's discovered entries will be disqualified, at the sole discretion of Sponsor, if entrant attempts (i) to enter the Sweepstakes through any means, or a greater number of times, other than as described in these Official Rules; or (ii) provides information that is inaccurate or fraudulent; or (iii) attempts to disrupt the Sweepstakes or circumvent the terms and conditions of these Official Rules. Sweepstakes Entities, Twitter and/or Facebook assume no liability for damage caused to an entrant's or any other person's/entity's computer hardware, software or communications network, regardless of cause. Only the prizes and the values listed in the Official Rules shall be awarded. All prizes are awarded "as is."
- 7** By entering, you explicitly agree to forever and irrevocably release, defend, indemnify and hold harmless the Sweepstakes Entities, Sponsor's Distributors and retailers, Twitter and Facebook, their successors and assigns and their respective officers, directors, employees, representatives and agents, one and all, from any and all liability, actions, causes of action, damages, actual, incidental or consequential, claims or judgments for injuries, death, fines, penalties, losses, costs, expenses and demands whatsoever in law or equity, including all legal or "expert" fees or costs, which you now have or may acquire, by reason of any of the following: personal injury, death, loss of or damage to others or to property, or any reason, occurring during or arising out of the Sweepstakes, your participation or inability to participate in the Sweepstakes; the acceptance, possession, travel related to, defect of, use, inability to use or misuse of the prizes and any elements thereof; any change in the prizing (or any components thereof) due to unavailability, business or creative considerations, or due to reasons beyond Sponsor's control or human error; any

interruptions in or postponement, cancellation, or modification of the Sweepstakes; any damage to entrant's (or any third person's) computer, network and/or its contents related to, or resulting from, any part of the Sweepstakes or any wrongful, negligent, or unauthorized act or omission on the part of any of the Sweepstakes Entities, or any of their agents, Distributors, retailers and their collective officers or employees. Prizewinners waive the right to (i) assert as a cost of winning the prize any and all costs of verification and redemption or travel to redeem said prize, and (ii) claim any liability (including attorney's and experts fees and costs) which might arise from redeeming or seeking to redeem said prize (including travel related thereto).

- 8 Sweepstakes void where prohibited, licensed, or otherwise restricted by law. All federal, state and local laws and regulations apply.** If any provision of the Sweepstakes shall be deemed to violate any federal, state or local law, regulation or ordinance, it shall be amended to conform to such law and all other provisions shall remain in full force and effect. If Sponsor is required by applicable federal, state or local law, regulation or ordinance, or by action of an administrative agency to cease offering the Sweepstakes in any jurisdiction, Sponsor reserves the right to (i) terminate the Sweepstakes in such jurisdiction in its entirety, and/or (ii) cancel and remove from participation in the Sweepstakes any and/or all entries from entrants residing in such jurisdiction, without penalty and without obligation to any Sweepstakes entrants. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. **All taxes are winners' responsibility.**
- 9** Except where prohibited by law, by entering the Sweepstakes, and as a condition of winning the prize, you agree to the use by Sponsor and its designees of your name, photograph, likeness, statements, certain biographical information, voice and city and state address for advertising and promotional purposes, for this and similar promotions, worldwide, and in perpetuity, in any and all forms of media now known or hereafter devised without additional compensation, review or approval rights, notification or permission. You further acknowledge that if you are chosen as a winner, your identifying information (except address, email address or phone number) may be disclosed to third parties including, without limitation, being placed on a winners' list.
- 10** As a condition of participating in this Sweepstakes, Entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or the prize awarded and all issues and questions concerning the validity, interpretation and enforceability of these Official Rules shall be resolved individually, without resort to any form of class action, and exclusively in a court of competent jurisdiction in New York County, New York and all entrants agree to New York County as the venue for any legal action without regard to conflict of laws doctrine. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes and never shall include consequential, incidental or punitive damages, and in no event attorneys' or experts' fees. Some jurisdictions will not recognize the exclusive jurisdiction of the Courts of New York and/or do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you.
- 11 The Sweepstakes Entities and Sponsor's distributors and retailers shall not be responsible for technical, pictorial, typographical or editorial errors or omissions in the Sweepstakes website, any marketing materials, these or the abbreviated Official Rules or for the failure to post all relevant Sweepstakes point-of-purchase materials.**
- 12** All entries submitted become the property of Sponsor and none will be acknowledged or returned. Sponsor and Administrator collect and use personal information from you when you enter the Sweepstakes. The information collected is subject to the Sponsor's Privacy Policy, which can be found by clicking Privacy Policy on www.boarshead.com and Administrator's Privacy Policy found at <http://themarketingagency.com/html/privacyPolicy.html>. By participating in

the Sweepstakes, entrants hereby acknowledge that they have read and accepted Sponsor's/Administrator's privacy policy.

13 For a Winners List — of Grand Prize winners available on or about November 30, 2015, send a self addressed, adequately stamped, #10, business envelope to Winner — “SmokeMaster SmokeHouse Rules of Perfection” Sweepstakes, c/o The Marketing Agency, 2881 East Oakland Park Blvd., Suite 425, Fort Lauderdale, FL 33306 to be received by November 30, 2015. No mechanically reproduced or photocopied requests allowed; only one (1) request per outer mailing envelope. **You cannot enter the Sweepstakes using this address. All entries mailed to this address will be discarded.**

14 This Sweepstakes is sponsored by Frank Brunckhorst Co., LLC, 1819 Main Street, Suite 800, Sarasota, FL 34236 and administered by The Marketing Agency, 2881 East Oakland Park Blvd., Suite 425, Fort Lauderdale, FL 33306.

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