

THE FOLLOWING PROMOTION IS INTENDED FOR VIEWING AND PARTICIPATION IN THE 50 UNITED STATES AND D.C. ONLY (EXCLUDING, WITHOUT LIMITATION, THE STATES OF NORTH AND SOUTH DAKOTA, MONTANA 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 18 AND THE AGE OF MAJORITY IN YOUR STATE OF RESIDENCE OR OLDER TO ENTER. INTERNET ACCESS AND AN EMAIL ADDRESS REQUIRED.

**Boar's Head • "No Surprises" Sweepstakes
(the "Sweepstakes") – Official Rules.**

**No Purchase Necessary. A purchase will not
increase your chances of winning a prize.**

- 1 The "Sweepstakes Period" is from 12:00:01 PM Eastern Time ("ET") September 3, 2013 to ("Sweepstakes-Start") to 11:59:59 AM ("ET") September 30, 2013 ("Sweepstakes-End"). Sponsor's and Facebook.com's computer clock determines the time, as they may apply.
- 2 **Eligibility:** No purchase necessary to enter or win. This Sweepstakes is open only to legal residents of the U.S. and Puerto Rico, age 18 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 North Dakota, South Dakota, Montana and all U.S.A territories except Puerto Rico 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 advertising and promotion agencies including MODE, Inc., TMACO, LLC d/b/a The Marketing Agency ("Administrator") (collectively the "Sweepstakes Entities") or anyone involved in the development, production, implementation, administration, or fulfillment of this Sweepstakes or Facebook, Inc. ("Facebook"). All applicable federal, state and local laws and regulations apply.
- 3 **How to Enter:** There are two (2) ways to enter:
 - Go to www.facebook.com/boarshead. You must "Like" the fan page in order to enter the Sweepstakes. Click on the tab that says "What's in your child's turkey sandwich?" You will be asked to answer four (4) questions and the correct answer to each one will be shown once you have submitted an answer. When the Q & A section has been

completed, you will be asked to submit your First and Last Name, the State where you live and a working email address for which you are the authorized user. You must also agree with and accept the Official Rules. You will receive one (1) entry regardless of the correctness of your answers.

OR

- Go to www.boarshead.com/nosurprises and click "Get Started." Follow the same method of entry as above. You will receive one (1) entry regardless of the correctness of your answers.

LIMIT ONE (1) ENTRY PER PERSON AND/OR EMAIL ADDRESS DURING THE SWEEPSTAKES PERIOD REGARDLESS OF METHOD OF ENTRY. You must supply an accurate, functioning email address, for which you are the authorized user.

It is an entrant's responsibility to keep his/her email address current and to monitor that account. All entries must be made by an individual from a stand-alone computer device and may not be made by proxy or any electronic/automated means such as, without limitation, script, bot, macro or any other similar software or program. You may not enter with multiple emails 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 rules will be deleted.** "Authorized email user" is defined as the natural person who is assigned an email address by an online email service, Internet access provider, online service provider or organization (e.g. business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the email address. **It is an entrant's responsibility to track his/her email account as that is how s/he will be notified if s/he has won a prize.** In the case of a dispute regarding who submitted a particular online entry, the entry will be deemed submitted by the authorized account holder of the email address submitted on the entry form. **This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. You understand that you are providing your information to Sponsor and the Administrator and not to Facebook. The information you provide will only be used for the purposes of administering this.**

- 4 **Winner Selection:** One (1) Grand Prize winner and 56 First Prize winners will be chosen on or about October 15, 2013 in random drawings from all eligible entries during the Sweepstakes Period. **Potential prizewinners will be notified within approximately five (5) business days after the selection is made via email to the email address submitted during entry.** The potential Grand Prize and First Prize winners will have five (5) business days to reply, agreeing to accept the prize and providing all information requested by Sponsor or Administrator. Failure to provide the information requested above, will signify to Sponsor/Administrator that the prize has been declined and forfeited for all time and another potential prizewinner will be chosen in random drawings. The potential Grand Prize potential winner will be required to execute and return an *Affidavit of Eligibility, Liability and (where legal) Publicity Release* within three (3) business days on notification or it will be concluded definitively and for all time that the prize has been declined and a new potential winner will be selected in random drawings. The Sweepstakes Entities are 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 email account to receive email messages. All prizes will be awarded if claimed properly.

- 5 Prizes: Approximate Retail Value ("ARV") and Odds:** (1) **Grand Prize:** Boar's Head Lunch for a year represented as a \$3,000 American Express® Gift Card subject to its Terms & Conditions including an expiry date. **ARV:** \$3,000. **(56) First Prize:** One (1) Boar's Head Brand T-shirt of Sponsor's choosing. **ARV:** \$15 each. **Odds of winning any prize:** Dependant on number of eligible entries received from Sweepstakes–Start to Sweepstakes–End. Should the value of any prize be less than the ARV stated above, the difference will not be awarded in cash or kind. **By entering this Sweepstakes, participants acknowledge that the Sweepstakes Entities and Facebook 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. Prize and prize notifications that are returned as undeliverable may disqualify winner. All prizes will be awarded after Sweepstakes–End.
- 6 General: By participating in this Sweepstakes, you agree to be bound by these Official Rules.** Sweepstakes administration will be supervised by the Administrator, an independent judging organization, whose decisions are final and legally binding. No participant or potential winner shall have the right to contest any decision by Sponsor or the Administrator, concerning any aspect of the Sweepstakes. Sponsor, Administrator and Facebook are not responsible for those who cannot access the Internet or cannot click-through for any period of time regardless of, without limitation, technical, hardware, software, telephone, Internet, virus contamination or network problems, or 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, human errors including, but not limited to, errors by Sponsor Facebook who enter incorrect information into any of Sponsor's/Facebook's computer systems or by force majeure. Sponsor reserves the right to cancel, terminate, modify or suspend the Sweepstakes and rescind any prize 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, without limitation, tampering, unauthorized intervention (hacking), fraud, technical failures, or force majeure or any other cause. Should the sweepstakes be canceled/terminated, winners will be selected in random drawings from all eligible, non-suspect entries. Sponsor reserves the right to disqualify any entry from the Sweepstakes if in Sponsor's sole judgment it suspects that entrant has not complied with these Official Rules. Without limitation, all of an entrant's discovered entries will be disqualified, at the sole discretion of Sponsor, if Sponsor

suspects than an entrant has attempted: (i) to enter the Sweepstakes through any means other than as described in these Official Rules; (ii) provides information that is inaccurate, illegible or fraudulent; or (iii) attempts to disrupt the Sweepstakes or circumvent the terms and conditions of these Official Rules. Only the prizes and the values listed in the Official Rules shall be awarded. Should a greater number of prize claims than those specified in these Official Rules be received because of printing, emailing or programming errors or for any reason whatsoever, only the number of prizes stated in these Official Rules and their values will be awarded in random drawings.

- 7 By entering, you explicitly agree to forever and irrevocably release, defend, indemnify and hold harmless the Sweepstakes Entities and Facebook, their successors, estates and assigns and their respective officers, directors, employees, representatives, distributors and agents, one and all, from any and all liability, actions, causes of action, damages, actual, incidental or consequential, claims judgments, 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 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 or network and/or its contents related to, or resulting from, any part of the Sweepstakes; any wrongful, negligent, or unauthorized act or omission on the part of any of the Sweepstakes Entities, or any of their agents or employees. Prizewinner waives the right to 1) assert as a cost of winning the prize any and all costs of verification and redemption or travel to redeem said prize, and 2) 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 and an IRS form #1099 will be sent to Grand Prize winner for \$3,000 for the year 2013.
- 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, 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, including without limitation, posting to Sponsor's Facebook "wall," 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, New York 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 Florida 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 Facebook shall not be responsible for technical, pictorial, typographical or editorial errors or omissions in the Sweepstakes website, any marketing materials or these or the abbreviated Official Rules.
- 12 All entries submitted become the property of Sponsor and none will be acknowledged. 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/>. 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 winner** available on or about November 20, 2013, send a self addressed, adequately stamped, #10, business envelope to Winner — "Real turkey. No surprises" c/o The Marketing Agency, 2881 East Oakland Park Blvd., Suite 425, Fort Lauderdale, FL 33306 to be received by November 20, 2013. 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, 23 Rock St., Brooklyn, NY 11206 and administered by The Marketing Agency, 2881 East Oakland Park Blvd., Suite 425, Fort Lauderdale, FL 33306.

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