BOAR'S HEAD SWEET B'S SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN, OR CLAIM A PRIZE. MAKING A PURCHASE WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING. VOID WHERE PROHIBITED.

The Boar's Head_® Sweet B's_™ Sweepstakes ("Sweepstakes") is sponsored by Frank Brunckhorst Co., LLC ("Sponsor"), 1819 Main Street, Suite 800, Sarasota, FL 34236, and is administered by Twelve Thirty, LLC ("Administrator"). PayPal is not affiliated with the Sweepstakes.

- 1. SWEEPSTAKES PERIOD: The Sweepstakes begins at 12:00 PM (noon) Eastern Time ("ET") on May 15th, 2024 and ends at 11:59:59 PM ET on June 30th, 2024 ("Sweepstakes Period"). The Administrator's computer is the Sweepstakes' official clock.
- 2. ELIGIBILITY: This Sweepstakes is open only to legal residents of the fifty (50) United States and D.C. who are at least eighteen (18) years old or the age of majority in their jurisdiction of residence (19+ in Alabama/Nebraska; 21+ in Mississippi) at the time of entry. Employees, officers and directors of Sponsor, Administrator, and any of their respective owners, parent companies, affiliates, subsidiaries, representatives, advertising, promotion and production agencies or agents (collectively, the "Sweepstakes Entities") as well as their immediate family members (spouse; parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) and persons living in the same household (whether related or not) of any of the above are not eligible to enter or win. Void where prohibited by law. All federal, state, and local laws apply.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. For purposes of the Sweepstakes, an entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of registration. Entrants will not be allowed to change their physical address or e-mail address on a submitted registration. Use of any automated system or any like methods to participate in the Sweepstakes is prohibited and will result in disgualification of any entrant attempting such use.

- **3. HOW TO ENTER:** During the Sweepstakes Period, eligible entrants must visit <u>boarshead.com/SweetBexperience</u> ("Website") and complete the following steps:
 - Engage with the virtual "storefront" (which includes a "lobby" area and a "table" area)
 - Enter a valid e-mail address
 - Complete the registration form providing all required information, which may include: first and last name (no initials), phone number, street address (no P.O. Boxes will be allowed), city, state, ZIP Code, and date of birth ("Registration Form")
 - Submit the Registration Form

Once an eligible entrant completes the above steps, they will automatically receive one (1) entry into the Sweepstakes ("Entry").

BONUS ENTRIES: There are five (5) unique hotspots (each, a "Hotspot") in the virtual storefront. Eligible entrants may earn additional Entries into the Sweepstakes (each, a "Bonus Entry") when they visit a Hotspot for the first time. Up to five (5) Bonus Entries may be obtained per entrant.

LIMIT: There is a limit of six (6) total Entries per person during the Sweepstakes Period – one (1) Entry upon registering for the Sweepstakes, and up to five (5) Bonus Entries for visiting Hotspots in the virtual storefront. Entries received in excess of this limit will be disqualified. If it is discovered or suspected that an entrant has registered or attempted to register for the Sweepstakes more than once using multiple e-mail addresses or multiple identities, all of that entrant's Entries will be declared null and void, and any prize that he/she/they might have been entitled to win will not be awarded and will be revoked.

Automated or bulk Entries or Entries submitted by third parties will be disqualified, at Sponsor's or Administrator's discretion. Multiple Entrants are not permitted to share the same email address. In the event of a dispute as to the identity of an Entrant, the authorized account holder of the email address used to register will be deemed to be the Entrant. The "authorized account holder" is the natural person assigned an email address by an internet access provider, online service provider, or other organization. Sponsor, at its discretion, may require a potential winner to show proof of being the authorized account holder or forfeit the prize. Entries specifying an invalid, non-working, or inactive email address will be disqualified and ineligible to win. All information or steps required by these Official Rules must be completed and provided to be eligible. Incomplete, illegible, corrupt, or untimely Entries are void and will be disqualified.

4. RANDOM DRAWING: On or about July 1, 2024, the Administrator will select the following potential winners (each, a "Potential Prize Winner") in a random drawing from among all eligible Entries received during the Sweepstakes Period: one (1) grand prize winner, one hundred (100) first prize winners, one hundred (100) second prize winners, and one hundred (100) third prize winners from among all eligible entries received during the Sweepstakes Period.

5. PRIZES, APPROXIMATE RETAIL VALUE ("ARV"), AND ODDS OF WINNING:

- **a. Grand Prize (1):** A year's supply of Boar's Head_® products, fulfilled as a cash prize in the amount of \$5,000 USD, payable via PayPal. ARV \$5,000 USD. Only one (1) Grand Prize will be available to be awarded during the Sweepstakes.
- b. First Prizes (100): A cash prize in the amount of \$25 USD, payable via PayPal. ARV \$25 USD. One hundred (100) First Prizes will be available to be awarded during the Sweepstakes.
- **c.** Second Prizes (100): A Sweet B's_™ branded water bottle. ARV \$9.34 USD. One hundred (100) Second Prizes will be available to be awarded during the Sweepstakes.
- **d. Third Prizes (100):** A Sweet B's_™ branded hat. ARV \$9.23 USD. One hundred (100) Third Prizes will be available to be awarded during the Sweepstakes.
- e. Total ARV: The total ARV of all prizes available to be awarded during the Sweepstakes is \$9,357 USD.

- **f.** Odds of Winning: The odds of winning a prize depend on the total number of eligible Entries received during the Sweepstakes Period.
- **g. General Prize Conditions:** There is a limit of one (1) prize per person/household. All styles and sizes of prizes shall be determined by Sponsor in its sole discretion.
- 6. HOW TO CLAIM A PRIZE: All Potential Prize Winners will be notified by e-mail to the email address provided on their Registration Form, which will contain instructions on how to claim their prize.

All Potential Prize Winners are subject to verification of eligibility and compliance with these Official Rules. A POTENTIAL PRIZE WINNER IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL THEIR ELIGIBILITY HAS BEEN VERIFIED, AND POTENTIAL PRIZE WINNER HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

The potential Grand Prize winner will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents within five (5) calendar days from the date of attempted notification, or the Grand Prize may be forfeited in its entirety and awarded to an alternate winner, at the Sponsor's sole and absolute discretion.

All other Potential Prize Winners may be requested to provide additional documentation for verification purposes. Failure to provide all required documents and/or information within the stated time period may result in forfeiture of a winner's right to claim their prize.

Once a Potential Prize Winner has complied with all of the conditions herein, and his/her eligibility has been verified, he/she will be declared an official "Winner" of the Sweepstakes.

If a Potential Prize Winner is disqualified, found to be ineligible or not in compliance with these Official Rules, or declines to accept a prize, the prize may be forfeited. If a prize is forfeited for any reason, it may be awarded to an alternate potential winner, at the Sponsor's sole and absolute discretion, selected at random from the remaining pool of eligible Entries received during the Sweepstakes Period, time permitting. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded.

Grand and First Prizes will be transferred to the Winner's PayPal account approximately four (4) to six (6) weeks following verification of eligibility and compliance with these Official Rules.

Second and Third Prizes will be mailed to verified Winners at the street address provided on their Registration Form within approximately eight (8) to ten (10) weeks from the end of the Sweepstakes Period.

Sweepstakes Entities shall not be held responsible for any delays in awarding any prize for any reason. The actual value of any prize awarded may be taxable as income. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any prize won. Grand Prize Winner will be required to provide Sponsor with a valid social security number or tax identification number, as required by applicable law, for tax reporting purposes before the Prize will be awarded. Sponsor will issue an IRS Form 1099-MISC for the Grand Prize winner.

Sponsor will attempt to notify each Potential Prize Winner as set forth above, but Sponsor is not responsible for any undelivered postal mail or e-mails, including without limitation e-mails that are not received because of individual's email privacy or spam filter settings which may divert any Sweepstakes email, including any winner notification email, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. The right to receive a prize is non-assignable, non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a prize (or prize component) of equal or greater value in case of unavailability of a prize (or prize component) or the occurrence of a force majeure event, at Sponsor's sole and absolute discretion. ARVs are as of the time these Official Rules were printed, and the value of a prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the prize at the time the prize is awarded. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. Each prize will only be awarded to a verified winner.

7. LIMITATION OF LIABILITY: By participating in this Sweepstakes, entrants agree that the Sweepstakes Entities, PayPal Inc., and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents (collectively, "Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, or undeliverable e-mail notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/Website/use net accessibility, availability or traffic congestion; or any technical, mechanical, printing, human or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any Website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Website or any Sweepstakes-related website(s). The Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting or using a Prize. The Released Parties shall not be responsible or liable for entries that are entered by any automated computer. program, mechanism or device, for any entries in excess of the stated limit or for entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such entries may, in Sponsor's sole discretion, be disgualified.

If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of winners in a manner it deems fair and reasonable, which may include the selection of the winners from among all eligible, non-suspect entries received prior to such cancellation, termination, modification or suspension.

By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be

binding and final: (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from and against any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including but not limited to any Sweepstakes-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, (c) typographical, human or printing errors in these Official Rules or any Sweepstakes materials, (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof), (e) any change in the prizes (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, pandemic or epidemic, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation or modification of the Sweepstakes, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of any entry (including, without limitation, the registration information or any parts thereof), (i) any technical malfunctions or unavailability of the Website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant, (j) interruption or inability to access the Sweepstakes, the Website or any other Sweepstakes-related websites or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to entrant's (or any third person's) equipment used to access the Sweepstakes and/or its contents related to or resulting from any part of the Sweepstakes, (I) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (o) lost, late, stolen, misdirected, damaged or destroyed prizes (or any element thereof), or (p) negligence or willful misconduct by entrant.

Without limiting the foregoing, everything regarding this Sweepstakes, including the Website and prize components, are provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Some jurisdictions may not allow the limitations or exclusions of liability for implied warranties, so some of the above limitations or exclusions may not apply to you. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

8. DISPUTES: THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN NEW YORK, NEW YORK. IF THE

CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NEW YORK. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN NEW YORK, NEW YORK. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT **RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST** BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROMOTION PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. SO PORTIONS OF THE ABOVE MAY NOT APPLY TO YOU.

- **9. PRIVACY:** Information collected from and submitted by entrants in connection with the Sweepstakes shall be subject to Sponsor's privacy policy, which is available at: <u>https://boarshead.com/about/privacy</u>.
- **10. PUBLICITY RIGHTS:** Except where prohibited by law, participation in the Sweepstakes and/or acceptance of a prize, constitutes Winners' grant to Sponsor and/or Sponsor's designee (which grant shall be confirmed in writing at request of Sponsor) the perpetual worldwide right to use their name, biographical information, photos and/or likeness, and verified statements for promotion, trade, commercial, advertising and publicity purposes, in all media now known or hereafter discovered including live television, social media, and the Internet, without further notice, review or approval and without additional compensation.
- **11. GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. Sponsor and Administrator reserve the right to disgualify any individual found, in their opinion, to be tampering with the operation of the Sweepstakes, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Sweepstakes. CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT **PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials

submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any notifications or promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall govern and prevail.

12. WINNERS LIST: The winners list will be posted after winner confirmation is complete, and will be available for 60 days thereafter. For a list of the winners, please <u>click here</u>.

All trademarks used herein are the property of their respective owners. This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with PayPal, Inc.

© 2024 Frank Brunckhorst Co., L.L.C. All rights reserved.