

THE FOLLOWING PROMOTION IS INTENDED FOR VIEWING AND PARTICIPATION IN THE 50 UNITED STATES, WASHINGTON D.C. AND PUERTO RICO ONLY (EXCLUDING, WITHOUT LIMITATION ALL US TERRITORIES AND EXTERNAL COMMONWEALTHS OTHER THAN PUERTO RICO) AND SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW AND AMERICAN ENGLISH. YOU MUST BE AT LEAST 18 AND THE AGE OF MAJORITY IN YOUR STATE OF RESIDENCE OR OLDER TO ENTER. INTERNET ACCESS AND A VALID EMAIL ADDRESS REQUIRED

Boar's Head® "FireSmith™ Sweepstakes". (the "Sweepstakes")

Official Rules

No Purchase Necessary. A Purchase Will Not Increase Your Chances of Winning a Prize.

- 1 **Entry Period:** The "Sweepstakes Period" is from 12:00:01 AM Eastern Time ("ET") May 1, 2023 ("Sweepstakes-Start") to 11:59:59 PM ("ET") June 30, 2023 ("Sweepstakes-End"). Sponsor's computer clock 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 (including Washington D.C.) and Puerto Rico, 18 years of age or older and the age of majority in their state of residence (19 in Alabama and Nebraska; 21 in Mississippi) as of date of entry. If you are not a legal resident of the U.S.A., D.C. or Puerto Rico 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 except Puerto Rico are not eligible for this Sweepstakes. The Sweepstakes is not open to employees, officers, directors, distributors, retail partners, agents, or representatives, or to members of the immediate families (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, LLC. ("Co-Administrator") and TMACO, LLC d/b/a The Marketing Agency ("Co-Administrator") (collectively the "Sweepstakes Entities"), 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. To enter the Sweepstakes, go to the Official Website at <http://boarshead.com/FireSmith> and follow the instructions to "play" up to four (4) games representing *Stoking the Fire*, *Flavor Matching*, *Charring the Chicken* and *Pairing a Recipe with a Playlist*. When you have successfully completed a game, **you** will be asked to register your first and last name, email address for which you are the Authorized User, your ZIP Code and your age range. Once you have registered on one (1) game you will not be asked to register on subsequent games you play. Each game has its own prize structure as per #5 below. When you complete a game you will receive one (1) entry for that Sweepstakes drawing. You will receive one (1) entry for each subsequent

game you complete. If you complete all four (4) games, you will also be entered into an additional, separate Sweepstakes drawing. Prizes and quantities are listed in #5, below. You will also be given the opportunity to subscribe to Sponsor's free Dish Worthy® newsletter. You may cancel at any time. Your subscription choice will have no influence on any of the five (5) Sweepstakes drawings. **There is a maximum of five (5) Sweepstakes entries per person or email address (one per each game and one for completing all four games) during the Sweepstakes Period.**

You must supply an accurate, functioning email address, for which you are the Authorized User, for your entry to be eligible and to be notified if you are a potential winner. 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 (including mobile)* 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.**

***Message and data rates, wireless Internet access charges and perhaps other fees may apply to the use of mobile devices for Sweepstakes entry. You may be charged by your wireless carrier for participating via mobile device. It is therefore recommended that you consult your wireless carrier's pricing plan BEFORE participating via mobile device. Not all mobile devices offer wireless Internet access; and wireless Internet access may not be available in all areas.**

"Authorized 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. 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. Sponsor and Co-Administrators 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.

- 4 Winner Selection:** All winners will be selected on or about 20 days after Sweepstakes End. **A potential prizewinner will be notified within approximately five (5) business days after the selection is made via email to the email address submitted during registration.** Prizewinners will have five (5) business days to reply, agreeing to accept the prize and providing all information requested by Sponsor or Co-Administrators. Failure to provide the information requested above will signify to Sponsor/Co-Administrators that the prize has been declined and forfeited for all time and another potential prizewinner will be chosen in a random drawing from remaining eligible entries. 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, provided there are sufficient entries. Should a greater number of prize claims than those specified in these Official Rules be received because of printing,

emailing, programming or human 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 from all claims.

5 Prizes, Approximate Retail Value (“ARV”) and Odds:

Game	Prize	Number of winners	ARV
Stoking the Fire	Solo Stove® Ranger 2.0 Portable Fire Pit	10	\$200
Flavor Matching	MasterClass® Annual Membership (Individual Plan)	50	\$200 (awarded as \$200 Visa Reward Card)
Charring the Chicken	Williams Sonoma® Stainless-Steel Handled BBQ Tool Set with Storage Case	25	\$150
Pairing a Recipe with a Playlist	1-year Spotify® Subscription (Individual Plan)	50	\$100
Combination Game for completing all four (4) Games	\$50 Visa Reward Card	50	\$50

Odds of winning: Dependent on the total number of eligible Sweepstakes entries awarded in each of four (4) games and the total number of additional entries awarded for completing all four (4) games during the Sweepstakes Period. 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 (including, without limitation, quality, merchantability and fitness for a particular purpose), 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. Prizes and prize notifications that are returned as undeliverable may disqualify winner.

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 organizations, whose decisions are final and legally binding. No participant or potential winner shall have the right to contest any decision by the Sponsor or the Co-Administrators, concerning any aspect of the Sweepstakes. Sponsor and Co-Administrators 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/Co-Administrators who enter incorrect information into any of Sponsor’s computer systems or by force majeure

including illness and epidemics. 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, without limitation, tampering, unauthorized intervention (hacking), fraud, technical failures, or force majeure including illness or epidemic or any other causes beyond Sponsor's control. Should the Sweepstakes be canceled or terminated, the Prizewinners will be chosen from all non-suspect, eligible entries received to the cancellation/termination date. 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/Co-Administrators, if it is suspected that an entrant has (i) attempted to enter the Sweepstakes through any means other than as described in these Official Rules; (ii) provided information that is inaccurate, illegible or fraudulent; or (iii) attempted 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. All Prizes are awarded "as is" and without warranty.

- 7 By entering, to the extent permitted by applicable law, you explicitly agree to forever and irrevocably release, defend, indemnify and hold harmless the Sweepstakes Entities, Sponsor's distributors and retailers, 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, without limitation, 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 prize 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/provision of these Official Rules shall not constitute a waiver of that term/provision. **All taxes are winners' responsibility.**

9 Publicity Release: Except where prohibited by law, by entering the Sweepstakes, and as a condition of winning the prize, you consent to the use by Sponsor and its designees of your name, photograph, likeness, statements, certain biographical information (except home address, email address or phone number), voice and city and state address for advertising, trade 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 home address, email address or phone number) may be disclosed to third parties including, without limitation, being placed on a winners' list.

10 Disputes: AS A CONDITION OF PARTICIPATING IN THIS SWEEPSTAKES, YOU AGREE TO BINDING ARBITRATION. BY AGREEING TO ARBITRATION, PARTICIPANTS UNDERSTAND AND AGREE THAT THEY ARE WAIVING THEIR RIGHT TO SUE IN COURT. PARTICIPANT AGREES THAT: (I) ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SWEEPSTAKES, OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY -- WITHOUT RESORT TO ANY FORM OF CLASS ACTION -- BY BINDING ARBITRATION (BY A SINGLE NEUTRAL ARBITRATOR SELECTED BY SPONSOR IN ITS SOLE AND ABSOLUTE DISCRETION) ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (THE "AAA RULES") THEN IN EFFECT; (II) ANY ARBITRATION SHALL BE HEARD BY ONE ARBITRATOR TO BE SELECTED IN ACCORDANCE WITH THE AAA RULES, IN NEW YORK, NY; (III) UNLESS BOTH PARTICIPANT AND SPONSOR AGREE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF CLASS OR REPRESENTATIVE PROCEEDING; AND (IV) JUDGMENT UPON ANY AWARD RENDERED MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. To the extent permitted by applicable law, 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.

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 or these or the abbreviated Official Rules. In the case of a disagreement between the Sweepstakes website and/or any marketing materials and these Official Rules, the Official Rules shall

prevail.

12 Privacy: All entries submitted become the property of Sponsor and none will be acknowledged or returned. Sponsor and Co-Administrators 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 on <https://boarshead.com/about/privacy> and Co-Administrators' Privacy Policies found at <http://themarketingagency.com/html/privacyPolicy.html> <https://madebymode.com/privacy-policy> By participating in the Sweepstakes, entrants hereby acknowledge that they have read and accepted Sponsor's/Co-Administrators' privacy policies.

13 For a Winners List —available on or about September 15, 2023, send a self addressed, adequately stamped with first class postage, #10, business envelope to Winner — Boar's Head " FireSmith" Sweepstakes, c/o The Marketing Agency, 2881 East Oakland Park Blvd., Suite 425, Fort Lauderdale, FL 33306 to be received by September 15, 2023. 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 co-administered by TMACO, LLC d/b/a The Marketing Agency, 2881 East Oakland Park Blvd., Suite 425, Fort Lauderdale, FL 33306 and MODE, Inc, 2143 Hawkins Street, Unit H, Charlotte, NC 28203.

All trademarks are the property of their respective owners. The use of any prize does not imply any endorsement of, or participation in, this Sweepstakes by its manufacturer/distributor/retailer. The use of a VISA® reward card as a prize does not imply any endorsement of, responsibility for or participation in this Sweepstakes by Visa, Inc.

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