

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 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 Brand "Fresh Daily" 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 10:00:01 AM Eastern Time ("ET") September 1, 2017 ("Sweepstakes-Start") to 11:59:59 PM ("ET") September 30, 2017 ("Sweepstakes-End"). Administrator'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 (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 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 their 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, Inc. ("Co-Administrator") and TMACO, LLC d/b/a The Marketing Agency ("Co-Administrator") (collectively the "Sweepstakes Entities"), Facebook, Inc. ("Facebook®") and Twitter, Inc. ("Twitter®") 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 the Daily-Win Game and the Grand Prize Drawing which are played only on the Internet during the Sweepstakes Period. You may enter once per day during the Sweepstakes Period for one (1) Daily Entry, one (1) Social Media entry and a maximum of two (2) automatic entries into the Grand Prize Drawing.**
To enter:
 - a) Go to <http://boarsheadfresh.com> and "pull" your virtual deli ticket by swiping or clicking the ticket.
 - b) You will be shown a fifteen (15) to sixty (60) second video to unlock that day's entry form
 - c) Enter your email address and zip code to receive one (1) entry (a "Daily Entry") into that daily drawing and one (1) automatic entry into the Grand Prize drawing. You will be given the choice of being reminded to enter via email each day during the Sweepstakes Period.
 - d) When you have entered each day, you will be given the opportunity to "share" your entry via Facebook or Twitter. Click through the link(s) provided, then log

onto Facebook and/or Twitter and share your entry. If you don't have one of the above social media accounts, you will be prompted to create one. There is no charge to register and you will have to accept each social media platform's Terms & Conditions. **You will receive one (1) entry (a "Social Media" entry) into the Grand Prize Drawing regardless of whether you share on one or both these social media platforms.**

- e) **There is a limit of one (1) Daily Entry and two (2) Grand Prize entries per person per day during the Sweepstakes Period—a maximum of 60 entries for the entire promotion per person or email address. A day is from 12:00:01 AM Eastern Time ("ET") to 11:59:59 PM ("ET").**

Message and data rates, wireless Internet access charges and perhaps other fees may apply to use of a mobile device for Sweepstakes entry. It is 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.

All discovered entries made in violation of these rules will be deleted. 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.

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.** "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 the email account entered above as that is how s/he will be notified if s/he has won a prize.** 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 entry, the entry will be deemed submitted by the authorized email account holder. 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 email account to receive email messages.

4 Winner Selection: There are two (2) ways to win:

- a) **Daily-Win: Each day during the Sweepstakes Period 30 winners will be selected at random from all eligible entries received during that day. Potential prizewinners will be notified within approximately three (3) business days after the selection is made via email to the email address submitted during entry.** The potential Daily-Win winner 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 in the time allocated, will signify to Sponsor/Administrator that the prize has been declined and forfeited for all time and another potential prize winner will be chosen in random drawings. All Daily-Win prizes will be awarded on or about November 10, 2017.
- b) **Grand Prize: One (1) Grand Prize winner will be chosen on or about October 15, 2017 in a random drawing from all eligible Sweepstakes Entries received during the Sweepstakes Period. The potential prizewinner will be**

notified within approximately three (3) business days after the selection is made via email to the email address submitted during entry. The potential Grand Prize winner 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 prize winner will be chosen in random drawings. The Grand Prize potential winner will be sent an *Affidavit of Eligibility, Liability and (where legal) Publicity Release* to complete, execute and have notarized and return by fax or email within five (5) 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. 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 email or social media account to receive emails or messages.

- 5 Prizes, Approximate Retail Value ("ARV") and Odds: (1) Grand Prize:** The ARV of a one (1) year supply of Boar's Head Brand product represented as a check for \$4,000. **ARV:** \$4,000. **Odds of winning the Grand Prize:** Dependent on the total number of eligible, Sweepstakes Entries received during the Sweepstakes Period. **(900) Daily-Win Prizes – 30 per day during the Sweepstakes Period:** The ARV of a Boar's Head Brand lunch represented as one (1) \$15 VISA Reward Card subject to its Terms & Conditions, including a six (6) month expiration date. **ARV:** \$15.00 each. **Odds of winning any Daily-Win Prize:** Dependent on the number of eligible Daily-Win entries submitted each day. 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, 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. Prize and prize notifications that are returned as undeliverable may disqualify winner. All prizes will be awarded if claimed properly provided there are sufficient entries for each prize to be awarded. Should a greater number of prize claims than those specified in these Official Rules be received because of printing, emailing, computer 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 the discretion of the Administrators in accordance with these Official Rules.
- 6 General: By participating in this Sweepstakes, you agree to be bound by these Official Rules.** Sweepstakes administration will be supervised by the 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 Sponsor or the Administrators, concerning any aspect of the Sweepstakes. Sponsor and 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 or the Administrators, who enter incorrect information into any of Sponsor's computer systems or by force majeure. 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 tampering, unauthorized intervention (hacking), fraud, technical failures, or force majeure or any other causes beyond Sponsor's control. Should the sweepstakes be canceled/terminated, the Grand Prize winner will be chosen from all non-suspect entries received to the cancellation/termination date and Daily-Win Prizes will be awarded up to the time of cancellation/termination; no further Daily-Win prizes will be awarded. 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 that 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. All prizes are awarded "as is."

- 7 By entering this Sweepstakes, you explicitly agree to forever and irrevocably release, defend, indemnify and hold harmless the Sweepstakes Entities, Sponsor's Distributors and retailers, Facebook and Twitter, 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 pricing (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 and an IRS form #1099 will be sent to Grand Prize winner for \$4,000 for the year 2017. Any questions concerning your tax liability should be discussed with your personal tax advisor and not the Sponsor.**
- 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 winner** available on or about September 15, 2017, send a self addressed, adequately stamped, #10, business envelope to Winner — "BH Fresh Daily" Sweepstakes, c/o The Marketing Agency, 2881 East Oakland Park Blvd., Suite 425, Fort Lauderdale, FL 33306 to be received by August 15, 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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