

THE FOLLOWING PROMOTION IS INTENDED FOR VIEWING AND PARTICIPATION IN THE 50 UNITED STATES, THE DISTRICT OF COLUMBIA AND PUERTO RICO ONLY (EXCLUDING, WITHOUT LIMITATION, THE STATE OF NORTH DAKOTA AND ALL OTHER US TERRITORIES) 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 A WORKING EMAIL ADDRESS REQUIRED. VOID IN NORTH DAKOTA, OUTSIDE THE UNITED STATES AND WHERE PROHIBITED.

Boar's Head® "12 Days of Giving" 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" begins at 10:00:01 AM Eastern Time ("ET") on December 1, 2020 ("Sweepstakes-Start") and ends at 11:59:59 PM ("ET") December 12, 2020 ("Sweepstakes-End"). Sponsor's computer is the official timekeeping device for the Sweepstakes.
- 2 Eligibility:** This Sweepstakes is open only to legal residents of the U.S.A (excluding the State of North Dakota) and Puerto Rico, who are at least 18 years of age or older and have reached the age of majority in their state or territory of residence (19 in Alabama and Nebraska; 21 in Mississippi) as of date of entry. If you have an APO or FPO mailing address, you must identify your state of permanent residence. The Sweepstakes is 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 the same household as any employees, officers, directors, distributors, retail partners, agents, or representatives of Sponsor or Co-Administrators (collectively, the "Sweepstakes Entities") or Facebook, Inc. or anyone involved in the development, production, implementation, administration, or fulfillment of this Sweepstakes. All applicable federal, state and local laws and regulations apply. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions and interpretations of these Official Rules, which are final and binding in all matters related to the Sweepstakes.
- 3 How to Enter:** Go to boarshead.com/12daysofgiving ("Site") and submit your First and Last Name, the Zip code where you live and an active, 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) primary entry for that day's drawing ("Primary Entry"). You will be given an opportunity to share the news that you entered on your Facebook account by ticking the box that will share the news for you. You will then receive one (1) extra entry ("Extra Entry") for that day's drawing. **Entries are not rolled over to subsequent daily drawings. You must enter individually for each of the 12 days of the Sweepstakes. LIMIT ONE (1) PRIMARY ENTRY AND ONE (1) EXTRA ENTRY PER PERSON AND/OR EMAIL ADDRESS FOR EACH OF THE 12 DAYS DURING THE SWEEPSTAKES PERIOD.** **You must supply an accurate, functioning email address, for which you are the authorized user as that is how you will be notified if you have won a prize. It is an entrant's responsibility to keep his/her email address current and to monitor that account. 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 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. Only one entrant per email address. **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.

An "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. 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 account submitted on the entry form. The information you provide will only be used for the purposes of administering this Sweepstakes. You will be given a separate opportunity to opt-in to receive emails with recipes and specials.

- 4 **Winner Selection:** A total of twelve (12) potential prize winners will be selected at random from among all eligible entries received through 11:59:59 PM ET of the applicable entry date, in accordance with the table in Section 6 below. **One (1) potential prize winner will be selected for each day of the Sweepstakes Period, with the selection taking place on or about three (3) business days after the applicable entry date. Potential prize winners 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 prize winners will have five (5) business days to reply, agreeing to accept the prize, providing all contact information requested by Sponsor or Co-Administrators, and, except where prohibited by law, submit a signed *Affidavit of Eligibility and Liability and Publicity Release* that will be emailed to the potential winner by the administrator for prizes valued over \$600. Said affidavit must be returned to the administrator according to the directions on the transmission letter within five (5) business days. Failure to provide the information or documentation requested above in the allotted time will signify to Sponsor/Co-Administrators that the prize has been declined and forfeited for all time and another potential prize winner will be chosen in a random drawing. All prizes will be awarded if claimed properly. **Limit one (1) prize per person per Sweepstakes Period. This Sweepstakes is in no way sponsored, endorsed, approved or administered by, or associated with Facebook.**
- 5 **Prizes:** One (1) prize will be awarded per winner per day, for a total of twelve (12) Sweepstakes prizes, as follows:

Entry Date	Prize	ARV	Approx. Selection Date
12/1/2020	Mauviel Rondeau & (1) Visa gift card, \$50	\$369	12/4/2020
12/2/2020	Smeg Toaster & (1) Visa gift card, \$50	\$280	12/7/2020
12/3/2020	Emile Henry Appetizer Set & (1) Visa gift card, \$50	\$135	12/8/2020
12/4/2020	Nambe Tray & (1) Visa gift card, \$50	\$129	12/9/2020
12/5/2020	Emile Henry Baking Dish, Emile Henry Spoon Rest & (1) Visa gift card, \$50	\$165	12/9/2020
12/6/2020	Calphalon Griddle & (1) Visa gift card, \$50	\$190	12/9/2020
12/7/2020	Emile Henry Grill Plank, Emile Henry Oil Dispenser & (1) Visa gift card, \$50	\$175	12/10/2020
12/8/2020	Nambe Rolling Pin and Emile Henry Tart Dish & (1) Visa gift card, \$50	\$134	12/11/2020
12/9/2020	Duralex 2 Piece Roaster Set, Nambe Hostess Set & (1) Visa gift card, \$50	\$157	12/14/2020
12/10/2020	Mauviel Mixing Bowl, Williams Sonoma Whisk & (1) Visa gift card, \$50	\$185	12/15/2020

12/11/2020	Williams Sonoma Cheese Board and Knives & (1) Visa gift card, \$50	\$180	12/16/2020
12/12/2020	Mauviel Roasting Pan, Mauviel Utensil Set & (1) Visa gift card, \$100	\$653	12/16/2020
	Total ARV of all prizes	\$2,712	

Odds of winning any prize: Depend on the number of eligible entries (Primary and Extra) received each day of the Sweepstakes Period through 11:59:59 PM ET. Should the value of any prize be less than the ARV stated above, the difference will not be awarded in cash or kind.

All costs and expenses associated with the acceptance and use of a prize not specified herein as being awarded, including, but not limited to, all federal, state and local taxes and other miscellaneous expenses are the winner's sole responsibility. Prizes are awarded "as is" with no warranty or guarantee, either express or implied (including, without limitation, quality, merchantability and fitness for a particular purpose) in connection with this Sweepstakes or any prize. Prize cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to substitute a prize with one of equal or greater value in its sole discretion. Under no circumstances will more than the advertised number of prizes be awarded. In the event that a potential winner of a Sweepstakes prize is disqualified for any reason, Sponsor will not be obligated to award a prize. Sponsor will not replace any lost or stolen prizes.

POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY (WHICH MEANS FULL COMPLIANCE WITH THE TERMS AND CONDITIONS OF THESE OFFICIAL RULES) HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

- 6 **General:** By participating in this Sweepstakes, you agree to be bound by these Official Rules. No participant or potential winner shall have the right to contest any decision by 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 entering 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 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 during the Sweepstakes Period, winners will be selected up to the day of cancellation/termination in random drawings from among all eligible, non-suspect daily entries. No other daily 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. 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 or at the discretion of the Co-Administrators.

- 7 **Limitations of Liability and Releases:** Sponsor, together with its respective affiliates and related companies, including without limitation its parent, sister and subsidiary companies, retailers, franchisees, advertising and promotion agencies, suppliers of material and services related to the Sweepstakes, and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the Sweepstakes, including Co-Administrators, and each of their respective owners, officers, directors, employees, agents, and other representatives have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a prize, including express warranties provided exclusively by a supplier that may be sent along with a prize and are not responsible for: (1) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, websites, network hardware or software beyond the reasonable control of Sponsor; (2) unauthorized human intervention in any part of the entry process or the Sweepstakes; or (3) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries.

By entering, to the extent permitted by applicable law, entrant explicitly agrees to forever and irrevocably release, defend, indemnify and hold harmless the Sweepstakes Entities, Facebook, Sponsor's distributors and retailers, their successors and assigns and their respective owners, 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 entrant now has 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, 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 Sweepstakes Entities' 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 owners, officers or employees.

- 8 **WARNING:** ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

- 9 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.

- 10 **Publicity:** 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 (except address, email address or phone number), 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.

- 11 **Disputes:** 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 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.
- 12 **The Sweepstakes Entities and Sponsor's distributors and retailers shall not be responsible for technical, pictorial, typographical or editorial errors or omissions on the Site, any marketing materials, these or the abbreviated Official Rules or for the failure to post all relevant Sweepstakes point-of-purchase materials.**
- 13 **Privacy:** All entries submitted become the property of Sponsor and none will be acknowledged. 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 by clicking Privacy Policy on www.boarshead.com, and Co-Administrators' Privacy Policies found at www.themarketingagency.com/html/privacyPolicy.html and <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.
- 14 **For a Winners List**—available on or about January 30, 2021 send a hand-printed, self addressed, adequately stamped, #10, business envelope to Winner — “12 Days of Giving” c/o The Marketing Agency, 2881 East Oakland Park Blvd., Suite 425, Fort Lauderdale, FL 33306 to be received by January 30, 2021. 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.**
- 15 **Sponsor/Co-Administrators:** This Sweepstakes is sponsored by Frank Brunckhorst Co., LLC (“Sponsor”), 1819 Main Street, Suite 800, Sarasota, FL 34236 and 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 (collectively, “Co-Administrators”).

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