THE FOLLOWING PROMOTION IS INTENDED FOR VIEWING AND PARTICIPATION IN THE 50 UNITED STATES, WASHINGTON D.C. AND PUERTO RICO ONLY (EXCLUDING, WITHOUT LIMITATION AII 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 18 AND THE AGE OF MAJORITY IN YOUR STATE OF RESIDENCE OR OLDER TO ENTER. INTERNET ACCESS AND A VALID EMAIL ADDRESS REQUIRED. THESE OFFICIAL RULES INCLUDE A BINDING ARBITRATION PROVISION FOR ANY DISPUTES RELATED TO THE SWEEPSTAKES—SEE SECTION 11 FOR MORE DETAILS. VOID 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, 2021 ("Sweepstakes-Start") and ends at 11:59:59 PM ("ET") December 12, 2021 ("Sweepstakes-End"). Sponsor's computer is the official timekeeping device for the Sweepstakes.
- 2 Eligibility: No purchase necessary to enter or win. This Sweepstakes is open only to legal residents of the 50 United States (including D.C.) and Puerto Rico, who are at least 18 years of age or older and have reached the age of majority in their state 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 families (spouse, parents, children, siblings and each of their spouses regardless of where they live) or members of the same household of any employees, officers, directors, distributors, retail partners, agents, or representatives of Frank Brunckhorst Co., LLC ("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. 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: There are 12 individual drawings that correspond with the 12 consecutive days of the Sweepstakes Period (each, an "Applicable Drawing"). You must register for each Applicable Drawing on the "Entry Date" listed in the table in Section 5 below. Entries are not rolled over to subsequent Applicable Drawings. You must enter individually for each Applicable Drawing of the 12 days of the Sweepstakes. Registration for the first Applicable Drawing beings at 10:00:01 AM ET on December 1, 2021 and ends at 11:59:59 PM ET on that same day. Registration for each Applicable Drawing thereafter begins at 12:00:01 AM ET and ends at 11:59:59 PM ET on that same day. To register for each Applicable Drawing, go to boarshead.com/12daysofgiving ("Website") 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 to and accept the terms of these Official Rules. Upon submitting the required information, you will automatically receive one (1) entry for the Applicable Drawing ("Entry").

<u>LIMIT ONE (1) ENTRY PER PERSON AND/OR EMAIL ADDRESS FOR EACH APPLICABLE DRAWING.</u>

You must supply an accurate, functioning email address, for which you are the authorized email user as that is how you will be notified if you have been selected as a potential prize winner. 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 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. Only one (1) entrant per email address. All discovered entries made in violation of these rules will be disqualified.

\*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 for the Applicable Drawing, in accordance with the table in Section 5 below. One (1) potential prize winner will be selected for each Applicable Drawing, 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 from the date the winner notification is sent 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 Co-Administrators for prizes valued over \$600. Said affidavit must be returned to the Co-Administrators according to their directions within five (5) business days of the affidavit being sent. Failure to provide the information or documentation requested above in the allotted time will signify to Sponsor and Co-Administrators that the prize has been declined and forfeited for all time and another potential prize winner may be chosen in a random drawing from among all remaining eligible entries received for the Applicable Drawing in Sponsor's sole discretion. All prizes will be awarded if claimed properly. Limit one (1) prize per person/email address and per household for this Sweepstakes.

5 **Prizes**: One (1) prize will be awarded per Applicable Drawing, for a total of twelve (12) Sweepstakes prizes, as follows:

Applicable Drawing Entry Date	Applicable Drawing Prize	ARV	Approx. Selection Date
12/1/2021	Pottery Barn® Pine Wood Cheese Board+ \$100 Prepaid Gift Card	\$260	12/6/2021
12/2/2021	Staub® Enameled Cast Iron Deep Skillet and Emile Henry® Oil Dispenser + \$100 Prepaid Gift Card	\$316	12/7/2021
12/3/2021	Williams Sonoma® Black Wood Cheese Board + \$100 Prepaid Gift Card	\$260	12/8/2021
12/4/2021	Smeg® 2-Slice Toaster + \$100 Prepaid Gift Card	\$300	12/8/2021
12/5/2021	Williams Sonoma® Luca Etched Serving Tray + \$100 Prepaid Gift Card	\$230	12/8/2021
12/6/2021	Williams Sonoma® Melamine Mixing Bowls, All- Clad® Stainless Steel Measuring Cups & Spoons + \$100 Prepaid Gift Card	\$200	12/9/2021
12/7/2021	Staub® Black Baker + \$100 Prepaid Gift Card	\$310	12/10/2021
12/8/2021	Nambe® Stainless Steel Serving Ware Set and Revol® French Classic Porcelain Platter + \$100 Prepaid Gift Card	\$348	12/11/2021
12/9/2021	Pottery Barn® White Marble Platter + \$100 Prepaid Gift Card	\$140	12/14/2021
12/10/2021	Emile Henry® Baking Dish and Emile Henry® Spoon Rest + \$100 Prepaid Gift Card	\$200	12/15/2021
12/11/2021	Williams Sonoma Goldtouch® Pro Nonstick Ultimate Bake Set + \$100 Prepaid Gift Card	\$230	12/16/2021
12/12/2021	Mauviel® Copper Roasting Pan, Ruffoni® 6-Piece Olivewood Utensils Set + \$100 Prepaid Gift Card	\$680	12/16/2021
	Total ARV of all prizes	\$3,474	

**Odds of winning any prize:** Depend on the number of eligible Entries received for the Applicable Drawing. 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 including illness and epidemics. 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 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 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 (collectively, the "Released Parties") have neither made nor are in any manner responsible or liable for any warranty, representation or quarantee, 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) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; or (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries.

BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS SWEEPSTAKES OR IN ANY SWEEPSTAKES RELATED ACTIVITY, INCLUDING ACCESS TO AND USE OF SPONSOR'S WEBSITE, THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE, OR ANY CLAIMS BASED

ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THE SWEEPSTAKES CANNOT OPERATE AS PLANNED OR ANY PRIZE CANNOT BE AWARDED DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, ACTUAL OR THREATENED PUBLIC HEALTH CRISES (INCLUDING, WITHOUT LIMITATION, EPIDEMICS AND PANDEMICS AND GOVERNMENT DIRECTIVES RELATED THERETO), WEATHER, OR TERRORISM.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE WEBSITE AND ALL PRIZES, 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 INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

- 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 RELEASE**: EXCEPT WHERE PROHIBITED BY LAW, WINNERS GRANT TO SWEEPSTAKES ENTITIES (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF THE APPLICABLE SWEEPSTAKES ENTITY), THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, RETAILERS, DISTRIBUTORS, ADVERTISING AND GIVEAWAY AGENCIES, SUPPLIERS, AND THOSE ACTING PURSUANT TO THEIR AUTHORITY, THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING, BUT NOT LIMITED TO, THE WORLD WIDE WEB, AT ANY TIME OR TIMES, EACH WINNER'S NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, AND BIOGRAPHICAL INFORMATION FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION.
- 11 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.

- 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 Website, any marketing materials, these or the abbreviated Official Rules or for the failure to post all relevant Sweepstakes point-of-purchase materials. Should there be a discrepancy in fact or interpretation between these Official Rules and any advertising or marketing materials including the entry website, these Official Rules shall prevail.
- 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 <a href="https://www.boarshead.com">www.boarshead.com</a>, and Co-Administrators' Privacy Policies found at <a href="https://www.themarketingagency.com/html/privacyPolicy.html">www.themarketingagency.com/html/privacyPolicy.html</a> and <a href="https://madebymode.com/privacy-policy">https://madebymode.com/privacy-policy</a>. 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, 2022 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, 2022. 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 disqualified.
- 15 **Sponsor/Co-Administrators**: 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.

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