

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 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 "Homegating" Sweepstakes (the "Sweepstakes")

No Purchase Necessary. A purchase will not increase your chances of winning a prize.

- 1 The "Sweepstakes Period" is from 12:00:01 AM Eastern Time ("ET") January 2, 2019 ("Sweepstakes-Start") to 11:59:59 PM ("ET") January 17, 2019 ("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 (excluding the State of North Dakota) and Puerto Rico, 18 years of age or older and the age of majority in their 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 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, Inc. ("Co-Administrator") and TMACO, LLC d/b/a The Marketing Agency ("Co-Administrator") (collectively the Co-Administrators are "Administrators", and Administrators collectively with Sponsor are "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. Void where prohibited.
- 3 **How to enter the Sweepstakes which is played only on the Internet during the Sweepstakes Period:** To enter the Sweepstakes, go to the Official Website at [Http://boarshead.com/homegating](http://boarshead.com/homegating) and follow the on-screen instructions to enter your first and last name, a valid, working email address for which you are the authorized user and your zip code and submit during the Sweepstakes Period to receive one (1) entry into the Sweepstakes. **Limit one (1) entry per person/email address during the Sweepstakes Period.** 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 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 disqualified.

NOTE: 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.

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 WINNER. "Authorized user" is defined as the natural person who is assigned an email address by an Internet mail provider, 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 user of the email account. **By entering this Sweepstakes, you agree to receive marketing e-mails from Sponsor about its products and/or services. You may unsubscribe from receiving these emails at any time by following the directions at the bottom of each email.**

- 4 **Winner Selection: One (1) Grand Prize potential winner will be chosen in a random drawing on or about January 18, 2019 from all eligible entries received during the Sweepstakes Period. The winner will be notified by email within one (1) business day after the selection is made. It is an entrant's responsibility to keep his/her email address current and to monitor it. It is a potential winner's responsibility to respond to an email message notification within one (1) business day of email send-time with all requested information. Potential winner will be sent an *Affidavit of Eligibility, Liability and (where legal) Publicity Release* which s/he will be required to execute and return via fax or scan within two (2) business days of date on email notification.** Failure to do so will indicate definitively that the prize has been declined and will automatically result in forfeiture of the prize for all time and, without further notice, another potential winner will be chosen in another random drawing. Sponsor and/or Administrators 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. Should a greater number of prize claims be received because of printing, emailing, phoning, messaging, programming errors or for any reason whatsoever, only the prizes and the values stated in these Official

Rules will be awarded in the sole discretion of the Sponsor and Administrators according to these Official Rules.

- 5 Prizes, Approximate Retail Value (“ARV”) and Odds: (1) Grand Prize:** The ARV for a Big Game “Homegating” party. The prize will be awarded as check for \$1,000 payable to the Grand Prize winner. **ARV: \$1,000. Odds of winning the Grand Prize:** Dependent on the total number of eligible, Sweepstakes Entries received during the Sweepstakes Period. **All taxes are the winner’s responsibility and an IRS form #1099 will be sent to the Grand Prize winner for \$1,000 for the year 2019. 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 the Grand Prize is non-assignable, non-exchangeable and non-transferable and no prize substitution 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 will automatically 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 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 and/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/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, without limitation, tampering, unauthorized intervention (hacking), fraud, technical failures, or force majeure or any other causes beyond Sponsor’s control. Should the sweepstakes be canceled or terminated, the Grand Prize winner will be chosen from all non-suspect entries received prior to the cancellation/termination date; no further 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/Administrators, if it is suspected that an entrant : (i) has attempted 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 prize and the value listed in the Official Rules shall be awarded.

- 7 By entering this Sweepstakes, you explicitly agree to forever and irrevocably release, defend, indemnify and hold harmless the Sweepstakes Entities and Sponsor's distributors and retailers, and their respective 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 prizes and any elements thereof; 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 provision.
- 9 Except where prohibited by law, by entering the Sweepstakes, and as a condition of winning the prize, your acceptance of the prize means and shall be deemed to mean that 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 and agree 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 or these or the abbreviated Official Rules.**
- 12 All entries submitted become the property of Sponsor and none will be acknowledged or returned. Sponsor and 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 https://boarshead.com/about_privacy and Administrators' Privacy Policies found at <http://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/Administrators' Privacy Policies.
- 13 **For a Winners List** —available on or about January 30, 2019, send a self addressed, adequately stamped, #10, business envelope to Winner — Boar's Head "Homegateing" Sweepstakes," c/o The Marketing Agency, 2881 East Oakland Park Blvd., Suite 425, Fort Lauderdale, FL 33306 to be received by January 30, 2019. 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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