

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 "Journey Boldly" Sweepstakes (the "Sweepstakes")

Draft Official Rules

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") May 1, 2018 ("Sweepstakes-Start") to 11:59:59 PM ("ET") July 31, 2018 ("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 (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. 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 "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 the Sweepstakes which is played only on the Internet during the Sweepstakes Period:** To enter the Sweepstakes, go to the Official Website at [Http://boarsheadbold.com](http://boarsheadbold.com) and follow the instructions to collect one (1) stamp from each of Asia, USA, Latin America & Caribbean and Europe for

your virtual passport. When you have collected all four (4) stamps detailed above, you will receive one (1) Sweepstakes Entry. When you collect all four (4) stamps and receive your first entry, you will be asked to register by supplying your first name, last name, ZIP Code, age range, and a valid, working email address for which you are the

authorized user. You will then be given an opportunity to share the Sweepstakes on Facebook and/or on Twitter by clicking through either of the two links that will be provided. **If you share on either one of those sites you will receive one (1) additional entry into the sweepstakes. You may share on both sites, but you will only receive (1) additional entry. There is a maximum of two (2) Sweepstakes Entries per person or email address during the Sweepstakes Period.** The Sweepstakes is in no way sponsored, endorsed, approved or administered by, or associated with, Facebook or Twitter.

**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 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.** "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/h e will be notified if s/he has won a prize.** 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.

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

**a) Weekly Drawings:** Each week during the Sweepstakes Period, all Sweepstakes Entries received that week from 12:00:01 am on the Tuesday of the week in question to 11:59:59pm of the Monday of the following week will be eligible to win one (1) First Prize. There will be a total of 52 prizes awarded in random drawings (four (4) per week for 13 weeks). The winners of a weekly drawing will be eligible for the Grand Prize drawing. Limit one (1) weekly prize per person or email address during the Sweepstakes-Period.

**b) (1) Grand Prize:** One (1) Grand Prize winner will be chosen on or about August 20, 2018 in a random drawing from all eligible Sweepstakes Entries received during the Sweepstakes Period.

**A potential prizewinner (whether Weekly or Grand prize) will be notified**

**within approximately five (5) business days after the selection is made via email to the email address submitted during entry.** The potential prizewinners 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 required to execute and return an *Affidavit of Eligibility, Liability and (where legal) Publicity Release* within three (3) business days of date 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 account to receive email messages. All prizes will be awarded if claimed properly provided there are sufficient entries for each prize winning method above. 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: (1) Grand Prize:** The ARV for an "Around-the-World" trip for two (2). The prize will be awarded as check for \$10,000 payable to the Grand Prize winner to purchase his/her own trip. **ARV:** \$10,000. **Odds of winning the Grand Prize:** Dependent on the total number of eligible, Sweepstakes Entries received during the Sweepstakes Period. **Weekly Drawing (four (4) per week for 13 weeks):** One (1) American Express® \$25 Gift Card subject to all its Terms and Conditions, including expiration date. **ARV:** \$25 each. **Odds of winning a Weekly Drawing Prize:** Dependent on the number of eligible entries submitted in each of the 13 weeks. 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. Sponsor is not responsible for, and will not replace, any Weekly Drawing prize for any reason including, without limitation, prize notification emails that are lost or deleted and prizes that expire or are used incorrectly.** 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.

Travel and all travel related arrangements made regarding the Grand Prize are the responsibility of the Grand Prize winner including, but not limited to: flights, hotel, additional ground transportation at the destination(s), travel insurance, room service, bag check fees, parking fees, laundry service, food, alcoholic beverages, merchandise, souvenirs, telephone calls, tips, gratuities and service charges.

- 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 Administrator, concerning any aspect of the Sweepstakes. Sponsor and Administrator 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 to the cancellation/termination date and Weekly Drawing Prizes will be awarded up to the time of

cancellation/termination; 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 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. **It is the Grand Prize winner's responsibility to learn the applicable rules and regulations and safety warnings for entering and staying in the countries to which s/he has chosen to travel.** Grand Prize winner/travel companion will be responsible for, without limitation: (i) All travel documents including, without limitation, a current, valid U.S. Passport, a Visa if required and/or other travel documents/requirements, acceptable to the airlines, The Transportation Security Administration (TSA), the United States Government and the Government of the destination countries, (ii) all medical requirements, including, without limitation, vaccinations if required, (ii) respecting all local regulations and (iv) for full compliance with the regulations of the countries and all venues. Without limitation, all airline(s), hotels, customs, immigration and local authorities have the right to refuse travel and/or admission to anyone who does not have proper documents or who does not comply with all regulations or comport him/herself properly. **The Grand Prize is awarded "as is" and without warranty and there will be no substitution or compensation for a prize or part of a prize forfeited due to winner's non-compliance with all regulations or any other reason.**

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, prize issuer American Express Company, 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 prizes 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. Prize winners 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. **All taxes are winners' responsibility and an IRS form #1099 will be sent to the Grand Prize winner for \$10,000 for the year 2018.**

- 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 (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.
- 10 **AS A CONDITION TO PARTICIPATING IN THIS SWEEPSTAKES, YOU AGREE TO BINDING ARBITRATION. BY AGREEING TO ARBITRATION, PARTICIPANT UNDERSTANDS AND AGREES 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; (III) ANY ARBITRATION SHALL BE HEARD BY ONE ARBITRATOR TO BE SELECTED IN ACCORDANCE WITH THE AAA RULES, IN NEW YORK, NY; (IV) 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 (V) 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.**
- 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 <https://boarshead.com/about-privacy> 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** — available on or about August 30, 2018, send a self addressed, adequately stamped, #10, business envelope to Winner — Boar's Head "Journey Boldly" Sweepstakes," c/o The Marketing Agency, 2881 East Oakland Park Blvd., Suite 425, Fort Lauderdale, FL 33306 to be received by August 30, 2018. 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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**Banner Abbreviated rules**

NO PURCHASE NECESSARY. Open to legal residents of the 50 U.S. states (excluding North Dakota), DC and Puerto Rico who have reached age of majority at time of entry. Begins May 2 at 12:00:01 ET and ends 11:59:59 PM on July 31, 2018. "Around the World" prize awarded in the form of a \$10,000 check. Subject to [Official Rules](#). Void where prohibited.