

THE FOLLOWING PROMOTION IS INTENDED FOR VIEWING AND PARTICIPATION IN THE STATES OF ALABAMA, FLORIDA, GEORGIA, NORTH CAROLINA, SOUTH CAROLINA, TENNESSEE and VIRGINIA ONLY 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 IS REQUIRED. VOID OUTSIDE PARTICIPATING STATES AND WHERE PROHIBITED.

**Boar's Head Super Sub Playoffs**  
**(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 January 1, 2021 ("Sweepstakes-Start") and ends at 11:59:59 PM ("ET") January 25, 2021 ("Sweepstakes-End"). **There will be three (3) weekly Drawing Periods as follows:** First Drawing Period from 10:00:01 AM Eastern Time ("ET") on January 1, 2021 to 11:59:59 PM ("ET") January 11, 2021; Second Drawing Period from 12:00:01 PM Eastern Time ("ET") on January 12, 2021 to 11:59:59 PM ("ET") January 18; Third Drawing Period from 12:00:01 PM Eastern Time ("ET") on January 19, 2021 to 11:59:59 PM ("ET") January 25, 2021. Sponsor's computer is the official timekeeping device for the Sweepstakes.
- 2 **Eligibility:** This Sweepstakes is open only to legal residents of Alabama, Florida, Georgia, North Carolina, South Carolina, Tennessee and Virginia only, 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) 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., Instagram, 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:** **This Sweepstakes is played only on the Internet, during the Sweepstakes Period.** Sign on to your account at Facebook.com or Instagram.com (including Instagram Stories). If you are not registered with Facebook or Instagram, you will be prompted to register (it is free and is subject to their respective terms and conditions). There will be three (3) Drawing Periods as detailed in #1 above. Each of the three (3) drawings will be from the combined, eligible entries on the two (2) social media platforms (Facebook and Instagram including Instagram stories) during each Drawing Period. **Entries will not be rolled over from one Drawing Period to another. To be eligible in each of the three (3) Drawing Periods you must submit an entry in each Drawing Period.**
  - a) Take a photo of your favorite Boar's Head® - Publix® sub sandwich using Boar's Head brand products.
  - b) Sign into your Facebook or Instagram (including stories) account.
  - c) Post the photo with the hashtags #BHSuperSubPlayoffs **AND** #sweepstakes. You will receive one (1) entry.

- d) If you do not wish to construct your favorite Publix sub sandwich using Boar's Head brand products, you may substitute a copy of a sub from <https://bit.ly/2JGENMF> and enter by following the instructions above.

**LIMIT ONE (1) ENTRY PER ONE (1) INSTAGRAM HANDLE AND ONE (1) FACEBOOK HANDLE PER DAY DURING THE SWEEPSTAKES PERIOD.**

Do not include images of anyone/anything or any brand names or trademarks except Boar's Head Brand, for which you have a one-time license for this Sweepstakes only. Sponsor reserves the right to disqualify any entry that contains trademarks or copyrighted material (other than Boar's Head Brand) or it deems to be in poor taste or offensive to anyone or group in its sole, subjective discretion. Do not post personal information of yourself or anyone else.

**Message and data rates, wireless Internet access charges and perhaps other fees may apply to use of a mobile device 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.**

It is an entrant's responsibility to keep his/her Facebook and Instagram accounts current and reviewed often and unblocked for direct/private messages for winner notification. All entries must be made by an individual from a stand-alone computer or mobile 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 Facebook or Instagram handles 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 Official Rules will be ineligible. This promotion is in no way sponsored, endorsed, administered by or associated with Facebook or Instagram. You understand that you are providing your information to Sponsor and the Co-Administrators and not to Facebook or Instagram. In the case of a dispute regarding who submitted a particular entry, the entry will be deemed submitted by the authorized Facebook or Instagram account holder of the post.

- 4 **Winner Selection:** Fifteen (15) potential weekly winners (five (5) per week for three (3) Drawing Periods) will be selected approximately three (3) business days after each week's Drawing Period End in random drawings from all combined eligible entries received during that week. Five (5) Grand Prize winners will be selected approximately three (3) business days after Sweepstakes-End. The potential winners will be notified within three (3) business days after the selections are made via a Reply to the selected Facebook account and via a Direct Message to the accounts of the selected winners in Instagram. Each notification will contain information on how to claim the prize. **A potential winner will have five (5) business days to respond based on the instructions provided in the Instagram Direct Message or Facebook Reply. A potential winner will be asked to provide full contact and other requested information and proof of being the account holder of the handle in question should Sponsor request it.** Failure to provide the information above in a satisfactory manner within the five (5) business days will signify to Sponsor that the prize has been declined and forfeited for all time and another potential winner will be chosen in random drawings from remaining eligible entries. Neither Sponsor nor Co-Administrators are responsible for Direct Messages or replies which are undeliverable as a result of any form of active or passive filtering of any kind or the closure of the Facebook or Instagram account. Should a greater number of prize claims be received, or notices sent out because of human or programming errors or for any reason whatsoever, only the number of prizes stated in these Official Rules and their values will be awarded at the discretion of the Co-Administrators from all eligible claimants according to these Official Rules.
- 5 **Quantity, Prize, Approximate Retail Value (ARV) and Odds:** Five (5) Grand Prizes: A \$500 Publix Gift Card subject to its Terms & Conditions including an expiration date and assorted Boar's Head branded promotional items in Sponsor's sole subjective discretion. ARV: \$522. Fifteen (15) Weekly Prizes (five per weekly Drawing Period): A

\$10 Publix Gift Card subject to its Terms & Conditions including an expiration date and assorted Boar's Head branded promotional items in Sponsor's sole subjective discretion. **ARV: \$32. Odds of winning:** Dependent on the total number of eligible entries received during each weekly Drawing Period for weekly prizes and dependent on the total number of eligible entries received during Sweepstakes Period. Prizes do not include anything that is not specifically listed in these Official Rules. Only the prizes and the values listed in these Official Rules will be awarded. Should the value of a prize be less than the ARV stated above, the difference will not be awarded in cash or kind. All prizes will be awarded if claimed properly, provided there are sufficient entries. **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.

- 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, the independent judging organization, whose decisions are final and legally binding. No participant or winner shall have the right to question any decision by Sponsor or the Co-Administrators concerning any aspect of the Sweepstakes or the interpretation of the Official Rules or the determination as to the qualification of entries. Sponsor is not responsible for those who cannot access the Internet, Facebook or Instagram or cannot click-through for any period of time regardless of technical, hardware, software, telephone, Internet, virus contamination or network problems, and 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, problems with Facebook or Instagram, force majeure including epidemics, human errors, including, but not limited to, errors by Sponsor's, Co-Administrators or social media employees, representatives and/or agents who enter incorrect information into any of the relevant systems. Proof of entry is not proof of entry receipt. 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 infection by computer virus, bugs, tampering, unauthorized intervention (hacking), fraud, technical failures, force majeure including epidemics, human error or any other causes beyond Sponsor's/ Facebook's/ Instagram's control. Should the Sweepstakes be cancelled/terminated, potential Weekly Drawing winners will be chosen from all the non-suspect entries received for the Weekly Drawing in question and no further Weekly Drawings will take place. If the Sweepstakes is terminated during the Week One (1) Weekly Drawing Period, one (1) potential Grand Prize winner will be selected as per the procedures outlined above. If the Sweepstakes is terminated during the Week Two (2) Weekly Drawing Period, three (3) potential Grand Prize winners will be selected as per the procedures outlined above. If the Sweepstakes is terminated during the Week Three (3) Weekly Drawing Period, five (5) potential Grand Prize winners will be selected as per the procedures outlined above. Sponsor/Co-Administrators reserve the right to disqualify any discovered entry from the Sweepstakes if, in Sponsor's/Co-Administrators' sole judgment, entrant has not fully complied with these Official Rules. Without limitation, all of an entrant's discovered entries will be disqualified, at the sole discretion of Sponsor, if entrant attempts (i) to enter the Sweepstakes through any means, or a greater number of times, other than as described in these Official Rules; or (ii) provides information that is inaccurate or fraudulent; or (iii) attempts to disrupt the Sweepstakes or circumvent the terms and conditions of these Official Rules or the social media being used in this Sweepstakes. Sweepstakes Entities, Facebook and/or Instagram assume no liability for damage

- caused to an entrant's or any other person's/entity's computer hardware, software or communications network, regardless of cause. All prizes are awarded "as is."
- 7 By entering, you explicitly agree to forever and irrevocably release, defend, indemnify and hold harmless the Sweepstakes Entities, Sponsor's Distributors and retailers, Facebook and Instagram, 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; 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. **All taxes are winners' responsibility.**
  - 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 any abbreviated Official Rules or for the failure to post all relevant Sweepstakes point-of-purchase materials.**
- 12 **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.boarhead.com](http://www.boarhead.com), and Co-Administrators' Privacy Policies found at [www.themarketingagency.com/html/privacyPolicy.html](http://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.
- 13 **For a list of Grand Prize winners**—available on or about February 28, 2021 send a hand-printed, self-addressed, adequately stamped, #10, business envelope to Winner — “Super Sub Playoffs” 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.
- 14 **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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