BOAR'S HEAD REWARDS INSTANT WIN GAME AND SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. MAKING A PURCHASE WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

PARTICIPATION IN THE PROMOTION REQUIRES ACCEPTANCE OF THESE OFFICIAL RULES, WHICH INCLUDE A CLASS ACTION WAIVER AND ARBITRATION CLAUSE (SEE SECTION 10). IF YOU DO NOT AGREE TO THESE OFFICIAL RULES, YOU MUST NOT PARTICIPATE IN THIS PROMOTION.

THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY, OR ASSOCIATED WITH PAYPAL, INC. PAYPAL ACCOUNT REQUIRED TO RECEIVE THE SWEEPSTAKES PRIZE. IF AN ENTRANT DOES NOT HAVE A PAYPAL ACCOUNT, SUCH ENTRANT MAY SIGN UP FOR A FREE ACCOUNT AT HTTPS://PAYPAL.COM. PAYPAL ACCOUNT SUBJECT TO ADDITIONAL TERMS AND CONDITIONS.

The Boar's Head[®] Rewards Instant Win Game and Sweepstakes ("Promotion") is sponsored by Frank Brunckhorst Co., LLC ("Sponsor"), 1819 Main Street, Suite 800, Sarasota, FL 34236, and is administered by Twelve Thirty, LLC ("Administrator").

- 1. **PROMOTION PERIOD:** The Promotion begins at or about 12:00 PM (noon) Eastern Time ("ET") on April 14, 2025 and ends at 11:59:59 PM ET on July 31, 2025 ("Promotion Period"). The Promotion consists of an instant win game ("Game") and a sweepstakes ("Sweepstakes"), as described below. The Administrator's computer is the Promotion's official clock.
- 2. ELIGIBILITY: This Promotion is open only to legal residents of Maryland or Wisconsin who are at least eighteen (18) years old at the time of entry. Employees, officers and directors of Sponsor, Administrator, and any of their respective owners, parent companies, affiliates, subsidiaries, representatives, advertising, promotion and production agencies or agents (collectively, the "Promotion Entities") as well as their immediate family members (spouse, parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) and persons living in the same household (whether related or not) of any of the above are not eligible to enter or win. Void where prohibited by law. All federal, state, and local laws apply.
- 3. HOW TO REGISTER FOR THE PROMOTION/ACCESS THE ACTIVITY DASHBOARD: Participation in the Promotion requires registration (which is **free**). To register, during the Promotion Period, eligible participants must visit boarsheadrewards.com ("Website") either directly or by scanning the QR Code found on printed Promotion materials.

Once on the Website, participant must complete and submit the registration form with all required information, which may include, but may not be limited to, first and complete last name (no initials), e-mail address, phone number, street address (no P.O. Boxes will be allowed), city, state, and ZIP Code ("Registration Form"). A participant who has completed and submitted the Registration Form, agreed to the Official Rules and confirmed that they are old enough to participate in the Promotion by checking the appropriate boxes ("Entrant") must then return to the Website, enter the e-mail address provided on the Registration Form, to be granted access to their activity dashboard ("Dashboard") where available activities (as set forth below) will be displayed. To participate in an activity, Entrant must follow the links and

instructions in the Dashboard. LIMIT ONE (1) REGISTRATION PER PERSON/PER E-MAIL. LIMIT FIVE (5) REGISTRATIONS PER HOUSEHOLD.

Participation constitutes Entrant's full and unconditional agreement to these Official Rules and Sponsor and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. For purposes of the Promotion, an Entrant's residential address and e-mail address will be the physical address and e-mail address submitted on the Registration Form at the time of registration. Entrants will not be allowed to change their physical address or e-mail address on a submitted Registration Form. Use of any automated system or any like methods to participate in the Promotion is prohibited and will result in disqualification of any Entrant attempting such use.

Note: If it is discovered or suspected that an Entrant has registered or attempted to register for the Promotion more than once using multiple e-mail addresses or multiple identities, all of that Entrant's Game Plays (as defined below) and Sweepstakes Entries (as defined below) will be declared null and void, and any prize that Entrant might have been entitled to win will not be awarded and will be revoked. Multiple Entrants are not permitted to share the same email address. In the event of a dispute as to the identity of an Entrant, the authorized account holder of the e-mail address used to register will be deemed to be the Entrant. The "authorized account holder" is the natural person assigned an e-mail address by an internet access provider, online service provider, or other organization. Sponsor, at its discretion, may require a potential winner to show proof of being the authorized account holder or forfeit the prize. Registrations specifying an invalid, non-working, or inactive e-mail address will be disgualified and ineligible to win. All information or steps required by these Official Rules must be completed and provided to be eligible. Incomplete, illegible, corrupt, or untimely registrations, Game Plays, and/or Sweepstakes Entries are void and will be disgualified. In the event that a household registers for the Promotion using more than five (5) unique e-mail addresses, all of the Registrations, Game Plays, and/or Sweepstakes entries associated with that household (as determined by Sponsor or Administrator in their discretion) may be disgualified.

4. HOW TO PLAY THE INSTANT WIN GAME: During the Promotion Period, to play the Game, the Entrant must (a) click the "Quiz" link from their Dashboard, and (b) follow on-screen instructions to answer six (6) questions ("Game Play"). The Entrant does not need to correctly answer the six (6) questions to win the Game. After the conclusion of the Game Play, the Entrant will immediately receive a notification ("Notification") on the Website screen as to whether the Entrant is a potential "Instant Winner" (a "Potential Instant Winner"). Potential Instant Winners are subject to verification of eligibility and compliance with these Official Rules, as determined by Sponsor and Administrator in their discretion. An Entrant is not a winner of any prize, even if the Notification should so indicate, unless and until Entrant's eligibility and the potential winning Game Play have been verified and Entrant has been notified that verification is complete. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any Game Play that occurs after the system has failed for any reason is deemed a defective play, is void, and will not be honored. Automated or bulk Game Plays, or Game Plays submitted by third parties will be disqualified, at Sponsor's or Administrator's discretion.

LIMIT: There is a limit of one (1) Game Play per person/e-mail address/per day during the Promotion Period. A "day" is defined as starting at 12:00 AM ET and ending at 11:59:59 PM

ET on a calendar day during the Promotion Period, with the exception of April 14, 2025, when a day is defined as starting at 12:00 PM ET and ending at 11:59:59 PM ET. Game Plays received in excess of this limit will be disqualified.

- 5. HOW TO ENTER THE SWEEPSTAKES: There are four (4) methods by which an Entrant may enter the Sweepstakes (each, a "Sweepstakes Entry") during the Promotion Period. LIMIT OF FOUR HUNDRED THIRTY-FOUR (434) TOTAL SWEEPSTAKES ENTRIES PER PERSON/PER E-MAIL ADDRESS DURING THE ENTIRE PROMOTION PERIOD, REGARDLESS OF METHOD OF ENTRY.
 - a. Upon completion of a Game Play: Upon completion of a Game Play, as described above, Entrant will automatically receive one (1) Sweepstakes Entry. Limit: There is a limit of one (1) Sweepstakes Entry per person/e-mail address/per day during the Promotion Period using this method.
 - b. By Making a Qualified Purchase and Uploading Receipt: During the Promotion Period, Entrant may obtain one (1) Sweepstakes Entry by purchasing any Boar's Head-branded packaged deli meat or cheese products (excluding prepared foods, grab-and-go, and made-to-order products) (each, a "Participating Product") and keeping the original register receipt ("Receipt"). After purchasing a Participating Product, Entrant must (i) log on to their Dashboard, (ii) click the "Receipt Upload" link, and (iii) follow on-screen instructions to upload and submit a photograph, scan, or screenshot of the Receipt. Upon upload and submission of a Receipt, the Entrant will receive one (1) Sweepstakes Entry. NOTE: THE PURCHASE OF MULTIPLE PARTICIPATING PRODUCTS ON THE SAME RECEIPT WILL NOT INCREASE ONE'S CHANCES OF WINNING, NOR WILL THE ENTRAT SUBMITTING SUCH RECEIPT RECEIVE MORE THAN ONE (1) SWEEPSTAKES ENTRY.

Receipt image must include the entire receipt from top to bottom, including all four (4) corners, may not exceed 10 MB, and must be in one (1) of the following file formats: .JPEG, .JPG, or .PNG. Receipt images must be legible and include the Qualifying Purchase date, retailer name, Participating Products purchased, and purchase total. An Entrant may fold the Receipt to fit into one (1) image, provided the required information is visible. Receipts are subject to verification. A unique Receipt may only be used once to enter the Sweepstakes. A Receipt may not be used by more than one (1) Entrant. Mechanical reproductions, altered receipts, or unreadable receipts will not be accepted. Blurry and/or unreadable Receipt images may be rejected at the Sponsor's or Administrator's sole discretion. NOTE: Proof of uploading/submitting an image of a Receipt to the Website does not constitute proof of delivery or receipt of the submission.

Alternate Free Mail-In (No Purchase Necessary): Alternatively, Entrants may obtain one (1) Sweepstakes Entry without purchasing a Participating Product by hand-writing their complete name (no initials), valid e-mail address, street address (P.O. Boxes not accepted), city, state, ZIP Code, telephone number, and date of submission on a 3½"x5" card ("Mail-In Entry") and mailing it in an envelope with sufficient postage to: Boar's Head Rewards Promotion, 47 W. Division Street #374, Chicago, IL 60610. All Mail-In Entries must be postmarked no later than July 31, 2025 and received on or before August 07, 2025, in order to be eligible.

Limit: There is a limit of one (1) Sweepstakes Entry per person / per e-mail address / per week during the Promotion Period using the Participating Product purchase <u>OR</u> Alternate Free Mail-In method. For purposes of this Promotion a "week" is defined as starting on Monday at 12:00 AM ET and ending on the Sunday at 11:59:59 PM ET, with the exception of the first week of the Promotion, when the week will start on April 14, 2025 at 12:00 PM ET, and the last week of the Promotion, when the week will start on July 28, 2025 and end on July 31, 2025 at 11:59:59 PM ET.

- **c. Watch a Video:** From the Dashboard, Entrant must click the "Watch Video" link and follow on-screen instructions to watch a video to receive one (1) Sweepstakes Entry. **Limit:** There is a limit of one (1) Sweepstakes Entry per person / per e-mail address/ per day during the Promotion Period using this method.
- **d.** Code Entry: During the Promotion Period, entry codes (each, a "Code") will be made available via multiple channels including on printed in-store materials, provided at brand event activations, and/or posted by Sponsor or associated influencer on a social media channel.
 - To enter a Code made available on Sponsor's or associated influencer's social media channel, from the Dashboard, Entrant must click on the "Code Entry" link and follow the on-screen instructions to enter and submit the unique Code to receive one (1) Entry into the Sweepstakes.
 - To obtain an in-store code, scan the QR code on point-of-sale signs in the Deli or Meat section and follow the on-screen instructions to enter and submit the unique Code to receive one (1) Entry into the Sweepstakes. For any Code obtained in-store or at brand event activations, Entrant may (but is not required to) use the Augmented Reality ("AR") experience that will be launched for entertainment purposes only. The Entrant must give camera, motion and orientation permissions to launch the AR experience. Upon submitting the Code where indicated on the Website, the Entrant will receive one (1) entry into the Sweepstakes. LIMITS: There is a limit of one (1) Sweepstakes Entry per person/e-mail address per unique Code using this method. An Entrant cannot use a unique Code more than once for Sweepstakes Entry.
 - There will be up to two hundred (200) separate Codes available across all channels.

GENERAL SWEEPSTAKES ENTRY LIMITS: Sweepstakes Entries received in excess of the stated limits for each specific entry method and for total number of Sweepstakes Entries will be disqualified. Only Four Hundred Thirty-Four (434) per promotion.

6. RANDOM DRAWING: On or about August 11, 2025, the Administrator will select one (1) potential Sweepstakes winner ("Potential Sweepstakes Winner") in a random drawing from among all eligible Sweepstakes Entries received during the Promotion Period. POTENTIAL SWEEPSTAKES WINNER IS SUBJECT TO VERIFICATION BY SPONSOR AND/OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL THE ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND THE ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

7. PRIZES, APPROXIMATE RETAIL VALUE ("ARV"), AND ODDS OF WINNING:

a. Game Prizes (350 total): The following prizes are available to be awarded through the Game (each a "Game Prize") during the Promotion Period:

Prize Description	ARV	Quantity	Total ARV
Digital Cash Gift Card	\$10	200	\$2,000
Small Charcuterie Board	\$10	100	\$1,000
Large Charcuterie Tray	\$20	50	\$1,000

No more than three hundred (350) Game Prizes will be awarded for any reason. If, due to a printing, technical, production, human or other error of any kind, more than three hundred fifty (350) Entrants receive a winning Notification, the three hundred fifty (350) intended Game Prizes will be awarded in a random drawing from among all recipients of such valid Notifications. Use of Digital Gift Card is subject to additional terms and conditions.

The total ARV of all Game Prizes is \$4,000.

- **b.** Sweepstakes Prize (1): The Sweepstakes prize is \$2,500 USD awarded via PayPal ("Sweepstakes Prize"). Only one (1) Sweepstakes Prize will be awarded in the Promotion.
- **c.** Total ARV: The total ARV of all prizes available to be awarded during the Promotion is \$6,500.
- d. Odds of Winning: The odds of winning a Game Prize depend on when the Entrant completes a Game Play and the number of Entrants playing at that time. Game Prizes will be made available at randomly predetermined times throughout the Promotion Period. To be a Potential Instant Winner of a Game Prize, an Entrant's Game Play must occur at the exact randomly predetermined winning time, as determined by Sponsor and/or Administrator. If a Game Play does not occur at the exact randomly predetermined winning time, then the next Entrant whose Game Play occurs after that time will be deemed a Potential Instant Winner. The total number of Game Prizes available to be won will decrease during the Promotion Period as Game Prizes are awarded and claimed.

The odds of winning the Sweepstakes Prize depend on the total number of eligible Sweepstakes Entries received during the Promotion Period.

- e. General Prize Conditions: There is a limit of one (1) Game Prize per person/household during the entire Promotion Period. An Entrant may win both a Game Prize and the Sweepstakes Prize. Details of prizes will be determined by Sponsor in its sole discretion. All styles and sizes of prizes (if applicable) shall be determined by Sponsor in its sole discretion.
- 8. HOW TO CLAIM A PRIZE: All Potential Instant Winners and the Potential Sweepstakes Winner (each, a "Potential Winner") will be notified by e-mail to the e-mail address provided on the Registration Form, which will contain instructions on how to claim a prize. All Entrants who receive a winning Notification, as well as the Potential Sweepstakes Winner are subject to verification of eligibility and compliance with these Official Rules. The Potential Sweepstakes Winner will be notified on or about five (5) calendar days from the Random

Drawing as noted in Section 6. A POTENTIAL WINNER IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL THEIR ELIGIBILITY HAS BEEN VERIFIED, AND POTENTIAL WINNER HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

The Potential Sweepstakes Winner will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents, including the Potential Sweepstakes Winner's PayPal account information, within five (5) calendar days from the date of attempted notification or the Sweepstakes Prize may be forfeited in its entirety and awarded to an alternate winner, at the Sponsor's sole and absolute discretion.

All Potential Instant Winners may be requested to provide additional documentation for verification purposes. Failure to provide all required documents and/or information within the stated time period may result in forfeiture of a winner's right to claim their prize.

Once a Potential Winner has complied with all of the conditions herein, and their eligibility has been verified, they will be declared an official "Winner" in the Promotion.

If any selected Potential Winner is disqualified, found to be ineligible, is not in compliance with these Official Rules, declines to accept their prize, or any prize or prize Notification is returned as undeliverable, the applicable prize may be forfeited. If the Sweepstakes Prize is forfeited for any reason, it may be awarded to an alternate Potential Sweepstakes Winner, at the Sponsor's sole and absolute discretion, selected at random from the remaining pool of eligible Sweepstakes Entries received during the Promotion Period, time permitting. If, after a goodfaith attempt, Sponsor is unable to award or deliver any prize, the prize may not be reawarded. Small Charcuterie Board and Large Charcuterie Board Prizes will be mailed to verified winners at the street address provided on the Registration Form within approximately eight (8) to ten (10) weeks from the end of the Promotion Period. Sweepstakes Prize will be transferred to the verified Sweepstakes Winner's PayPal account approximately eight (8) to ten (10) weeks from the end of the Promotion Entities shall not be held responsible for any delays in delivering any prize for any reason.

The actual value of any prize awarded may be taxable as income. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any prize won. The Sweepstakes Winner will be required to provide Sponsor with a valid social security number or tax identification number, as required by applicable law, for tax reporting purposes, before the Sweepstakes Prize will be awarded. Sponsor will issue an IRS Form 1099-MISC for the Sweepstakes Winner. Sponsor will attempt to notify each Potential Winner as set forth above, but Sponsor is not responsible for any undelivered postal mail or e-mails, including without limitation e-mails that are not received because of a Potential Winner's privacy or spam filter settings which may divert any Promotion e-mail, including any winner Notification e-mail, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. The right to receive a prize is non-assignable, nontransferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a prize (or prize component) of equal or greater value in case of unavailability of a prize (or prize component) or the occurrence of a force majeure event, at Sponsor's sole and absolute discretion. ARVs are as of the time these Official Rules were printed and the value of a prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the prize at the time the prize is awarded. All other costs and expenses not expressly set forth herein shall be solely the Winner's responsibility. Each prize will only be awarded to a verified Winner.

9. LIMITATION OF LIABILITY: By participating in this Promotion, entrants agree that the Promotion Entities, PayPal, Inc., and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents (collectively, "Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, or undeliverable email notifications, prize notifications, or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections jumbled availability: garbled. corrupt or transmissions. service or or provider/Internet/Website/use net accessibility, availability or traffic congestion; or any technical, mechanical, printing, human or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any Website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Promotion and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Website or any Promotion- related website(s). The Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Promotion and/or accepting or using a Prize. The Released Parties shall not be responsible or liable for Game Plays/Sweepstakes Entries that are entered by any automated computer, program, mechanism or device, for any Game Plays/Sweepstakes Entries in excess of the stated limit or for Game Plays/Sweepstakes Entries that are late, forged, lost, misplaced. misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such Game Plays/Sweepstakes Entries may, in Sponsor's sole discretion, be disgualified.

If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of winners in a manner it deems fair and reasonable, which may include the selection of the winners from among all eligible, non-suspect Game Plays and Sweepstakes entries received prior to such cancellation, termination, modification or suspension.

By entering the Promotion, each Entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from and against any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Promotion, including but not limited to any Promotion-related activity or element thereof and the Entrant's Game Plays/Sweepstakes Entries, participation or inability to participate in the Promotion or any aspect thereof, (b) the violation of any third-party privacy, personal, publicity, intellectual, or proprietary rights, (c) typographical, human or printing errors in these Official Rules or any Promotion materials, (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful

misconduct in connection with the use of a Prize (or any component thereof). (e) any change in the Prizes (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, pandemic or epidemic, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation or modification of the Promotion. (a) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of any Game Play/Sweepstakes Entry (including, without limitation, the Registration Form, registration information or any parts thereof), (i) any technical malfunctions or unavailability of the Website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an Entrant, (j) interruption or inability to access the Promotion, the Website or any other Promotion-related websites or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to Entrant's (or any third person's) equipment used to access the Promotion and/or its contents related to or resulting from any part of the Promotion, (I) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete. undeliverable or damaged Game Plays/Sweepstakes Entries, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (o) lost. late, stolen, misdirected, damaged or destroyed prizes (or any element thereof), or (p) negligence or willful misconduct by entrant.

Without limiting the foregoing, everything regarding this Promotion, including the Website and prize components, 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 implied warranties, so some of the above limitations or exclusions may not apply to you. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

10. DISPUTES: THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN NEW YORK, NEW YORK. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NEW YORK. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN NEW YORK, NEW YORK. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROMOTION PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO PORTIONS OF THE ABOVE MAY NOT APPLY TO YOU.

- **11. PRIVACY:** Information collected from and submitted by Entrants in connection with the Promotion shall be subject to Sponsor's privacy policy, which is available at: https://boarshead.com/about/privacy.
- 12. PUBLICITY RIGHTS: Except where prohibited by law, participation in the Promotion and/or acceptance of a prize constitutes winner's grant to Sponsor and/or Sponsor's designee (which grant shall be confirmed in writing at the request of the Sponsor) the perpetual worldwide right to use their name, biographical information, photos and/or likeness, and verified statements for promotion, trade, commercial, advertising and publicity purposes, in all media now known or hereafter discovered including live television social media and the Internet, without further notice, review or approval and without additional compensation.
- **13. GENERAL:** Any attempted form of participation in this Promotion other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any individual found, in their opinion, to be tampering (or attempting to tamper) with the operation of the Promotion, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Promotion. **CAUTION AND WARNING:** ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE. THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) **RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. If** any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All Game Plays, Sweepstakes Entries, and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in any notifications or promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Official Rules shall govern and prevail.
- **14. WINNERS LIST:** The winners list will be posted after winner confirmation is complete, and available for 60 days thereafter. For a list of the winners, please <u>click here</u>.

All trademarks used herein are the property of their respective owners.

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