

The Ultimate Farm Rich® Watch Party Giveaway - 2022 SEC Giveaway Rules and Regulations

1. NO PURCHASE NECESSARY, VOID WHERE PROHIBITED. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. A purchase or payment will not increase your chances of winning. By entering The Ultimate Farm Rich® Watch Party Giveaway (the "Giveaway") entrant agrees to be bound by these Official Rules. The Giveaway is sponsored by Farm Rich and Rich Products Corporation, 1 Robert Rich Way, Buffalo, NY 14213 (collectively, the "Sponsor"). The prizes are provided by Scout Marketing (the "Agency") on behalf of Sponsor.
2. Eligibility. The Giveaway is open to legal US residents excluding Puerto Rico who are at least eighteen (18) years old at the time of entry and have an Internet connection. The Giveaway is not open to employees, independent contractors, officers and directors of Sponsor and Agency and each of their respective parents, affiliates, subsidiaries, advertising, promotion and fulfillment agencies, and legal advisors.
3. Giveaway Period. The Giveaway begins at 12:01 a.m. (E.S.T) on 09/29/2022 and ends at 11:59 p.m. (E.D.T.) on 11/24/2022 (the "Giveaway Period"). To be eligible, social media entries must be received by 11:59 p.m. (E.D.T.) on 11/24/2022. Sponsor's computer is the official time-keeping device for this Giveaway.
4. How to Enter. To enter the Giveaway, participants must follow @FarmRichSnacks on TikTok or Instagram, like the giveaway post on the respective social media channel, and tag a user to win (users can tag themselves). There will be multiple entry posts throughout the giveaway period and participants may enter one time per post, giving them multiple entries into the giveaway. Participants can also earn ten (10) bonus entries by posting content that aligns with the giveaway prompt and tagging @FarmRichSnacks and using #SECSnacker. A participant may post one (1) time for a total of ten (10) extra entries per prompt. Use of multiple accounts by the same individual is prohibited and may result in disqualification.
5. How to Win. Farm Rich will have five (5) Giveaway posts resulting in five (5) winners (one per post) and one (1) grand prize winner pulled from the complete list of participants. Winners will be selected at random from all valid entries. Random selection will be conducted by the Agency.
6. Prizes.

The five (5) mid-season winners will receive

- One (1) Neretva Air Fryer Toaster Oven
- Three (3) Farm Rich® VIP coupon (valued up to \$8.99).
- Each prize package has a total approximate retail value of \$226.97. No substitution or transfer of prizes will be permitted.

The one (1) grand prize winner will receive

- Two (2) tickets to the SEC Championship game on December 3, 2022
- \$500 travel voucher per person
- One (1) room, two (2) night stay at a Hotel in Atlanta for the Championship game (December 2, 2022 – December 3, 2022)
- One (1) custom trophy
- One (1) Neretva Air Fryer Toaster Oven
- One (1) custom jersey
- One (1) custom cornhole set
- One (1) deep freezer
- Up to \$101.88 worth of Farm Rich VIP Coupons (twelve (12) VIP coupons valued at up to \$8.99 each)
- The Grand Prize package has a total approximate value of \$3,657.88. No substitution or transfer of prizes will be permitted.

7. Claiming the Prize & Winner Verification. The winner will be notified via Instagram Direct Message or TikTok Direct Message within one (1) business day of the of the Giveaway selection. To claim the Prize, the winner must reply via Instagram Direct Message or TikTok Direct Message within three (3) business days. Failure to properly claim any Prize in a timely manner will result in forfeiture. All decisions by Sponsors in regard to the Giveaway are final and binding in all respects. All personally-identifiable information submitted by the Winner to claim a Prize is subject to Farm Rich's Privacy Policy (located at <https://farmrich.com/terms-of-use/>). Winners may be required to show verifiable proof of legitimate entry and entitlement to win and respond to notification in order to claim their Prize. If the winner does not receive their Prize within five (5) weeks after the end of the

relevant Sweepstakes Period, they must notify the Agency. Failure to notify the Agency of non-receipt within five (5) weeks after the end of the Giveaway Period, or to comply with any term or condition of these Official Rules will, at the sole discretion of Sponsors, result in forfeiture of the Prize.

8. **Publicity.** As further provided for in the Publicity Release and, except where prohibited by law, participation in the Giveaway constitutes consent to use of Winner's name, likeness, address (city, state), and photo for Giveaway purposes in any social media or traditional media, worldwide, without further payment or consideration. All content, Materials and ideas created through the Giveaway will be property of Sponsor. Winner agrees that Sponsor may reproduce and show, display and transmit in physical or digital form the Winner's name and likeness and any submitted or provided content, ideas and associated Materials in connection with the Giveaway for which the content was submitted or for any other Sponsor's promotion purposes. Sponsor is granted a perpetual license and reserves all rights to use and modify the content in any media, worldwide and in perpetuity, without further compensation to Winner and Winner's heirs. Sponsor is not bound to distribute any content, ideas, materials created in association with this Giveaway.
9. **Confidentiality:** Winner agrees to preserve and protect the confidentiality of all information provided by Sponsor or Agency whether disclosed before Giveaway completion or afterwards. Winner shall not disclose or disseminate proprietary/confidential information to any third party and shall not use it for his/her own benefit or for the benefit of any third party without the expressed written consent of Sponsor.
10. **General Terms and Conditions.** Sponsor reserves the right to cancel, suspend and/or modify the Giveaway, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Giveaway, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any Participant it finds to be tampering with the entry process or the operation of the Giveaway or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Giveaway may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
11. **Privacy.** Information collected is subject to Sponsor's privacy policy: <https://farmrich.com/privacy-policy/> Sponsor may retain Giveaway applicant's provided information such as name, email, phone number, address, age for the Farm Rich email database and be used for future promotional emails, excluding applicants from the State of California. Participant's data will not be sold or shared with any other party. To opt out of Farm Rich communications, please refer to the opt-out instructions in the email or indicate so in the Contact Us form on FarmRich.com
12. **Dispute Resolution & Limitations of Liability.** Participant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Giveaway or its associated winner selection and/or notification (the " Giveaway Administration") shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Western District of New York or the appropriate New York State Court located in Erie County, New York; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway, but in no event attorneys' fees; and (c) under no circumstances will Participant be permitted to obtain awards for and Participant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO ALL PARTICIPANTS.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Participant and Sponsor in connection with the Giveaway and Giveaway Administration, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York. If for any reason an entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, the Participant's sole remedy is another entry in the same or a comparable Giveaway (or, if that is not possible for any reason, in a random selection from among other eligible

entries for any or all of the unclaimed prizes offered in any subsequent Giveaway). Sponsor's failure to enforce any provision on these Official Rules shall not constitute a waiver of that provision.

13. General Release. By entering the Giveaway, Participants release Agency, Sponsor and each of their respective parents, subsidiaries, affiliates, directors, officers, employees, agencies, representatives, partners and agents, from any liability whatsoever for any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Giveaway or with the acceptance, possession or use of any prize (including, without limitation, claims, costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light).