

Kretschmar Napa Valley Recipe Contest & Sweepstakes Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. If you request the Promotion URL via text-messaging, you will receive one (1) text message in response to your request from an automated system. Message and data rates may apply. Text STOP to 35350 to opt out. Text HELP to 35350 for information. Consent is not required to buy goods and services. You may not be able to participate by text messages through all wireless carriers

1. Eligibility: Kretschmar Napa Valley Recipe Contest & Sweepstakes (the "Promotion") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least twenty-one (21) years old at the time of entry. Employees of John Morrell & Co., HelloWorld, Inc., and any of their respective related companies, parents, subsidiaries, affiliates, and agents and any agencies or other companies involved in the development or execution of the Promotion or production or distribution of Promotion materials, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state, and local laws and regulations. Void where prohibited. The Promotion consists of a sweepstakes (the "Sweepstakes") and a contest (the "Contest").

2. Sponsor: John Morrell & Co., 805 E Kemper Rd, Cincinnati, OH 45246. **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Agreement to Official Rules: By participating in the Promotion, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor and/or Administrator, which are final and binding in all matters related to the Promotion. Whether an entrant receives a prize is contingent upon fulfilling all requirements set forth herein.

4. Timing: The Promotion begins on September 13, 2017 at 12:00 a.m. Eastern Time ("ET") and ends on October 31, 2017 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time-keeping device for the Promotion.

5. How to Enter:

A. Sweepstakes: During the Promotion Period, visit <http://www.KretschmarDeli.com/Napa> and follow the links and instructions to complete and submit the registration form including a valid email address. You automatically will receive one (1) entry into the Sweepstakes. Limit: You may enter one (1) time per day during the Promotion Period.

* If you request the Promotion URL via text-messaging, you will receive one (1) text message in response to your request from an automated system. **Message and data rates may apply.** Text **STOP** to 35350 to opt out. Text **HELP** for information. Send questions to questions@helloworldfulfillment.com. Participating carriers include: All US Carriers. Consent is not required to buy goods and services. To view the Sponsor's Mobile Privacy Policy, visit <http://www.johnmorrell.com/privacy>. To view Mobile Terms and Conditions, visit <http://www.helloworld.com/terms>.

B. Contest: During the Promotion Period, take a photo of your meal creation using Kretschmar Premium Deli Meats & Cheese product(s). If you enter through social media, you must also include a short description describing your inspiration for the recipe (one hundred seventeen (117) for Twitter and two thousand two hundred (2,200) for Instagram and the Microsite, "Contest Theme"), **be sure to include the hashtags: #KretschmarNapa #Contest, when you share on Twitter or Instagram, or your**

Submission will not be eligible. If you enter through the microsite, you must also upload the recipe. Your photo, recipe/description/hashtag (as applicable, based on chosen method of entry) together are your submission ("Submission").

i. Twitter: Log into or create your Twitter account. First follow @KretschmarDeli on Twitter. Then, create and Tweet your Submission. Your account settings must be set to "unprotected" and/or "public" in order for your Tweets to be viewable by Sponsor and its agents. Creating a Twitter account is free, but is subject to its terms and conditions (<https://twitter.com/tos>). ***If you post updates to or receive updates from www.twitter.com via SMS from your wireless phone, message and data rates may apply. Please consult your wireless-service provider regarding its pricing plans.***

ii. Instagram: Log into or create your Instagram account. First follow @KretschmarDeli on Instagram. Then, create and post your Submission to your Instagram account. In order for your entry to be valid, your Instagram profile must be public and thus viewable by the Sponsor and its agents. If you do not have the Instagram App, you may download it through the application store on your mobile device. Your post must be consistent with Instagram's terms (<http://instagram.com/about/legal/terms/#>). ***Posting a photo on Instagram requires a mobile device and message and data rates may apply.***

iii. Microsite: If you haven't already done so, follow the links and instructions as outlined in Rule 5 (a) to register for the Promotion. After doing so, follow the directions to upload your Submission.

By posting/uploading your Submission, you agree that it conforms to the guidelines and content restrictions below and that Sponsor, in its sole discretion, may remove your Submission and disqualify you from the Sweepstakes if it believes your Submission fails to conform.

Guidelines:

- The Submission must be in a format acceptable to the applicable social media channel or in .png, .bmp, .jpg, if entry occurs through the Website;
- The Submission must contain the promotional hashtag, if entry occurs through social media channel(s);
- The Submission caption, as applicable, must be in English; and
- The Submission cannot have been submitted previously in a promotion of any kind.

Permissions: Entrant must have permission from any recognizable individuals who appear in the Submission to use their names and likenesses in the Submission and to grant the rights set forth herein. Minors may only be included in the Submission if entrant is their parent or legal guardian. If requested, entrant must be able to provide such permissions or proof in a form acceptable to Sponsor.

Content Restrictions:

- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not contain brand names or trademarks, except for Sponsor's trademark for which entrant has a limited license to use for the sole purposes of creating and uploading a Submission into this Contest;
- The Submission must not contain images or artwork not created by entrant;

- The Submission must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where the Submission is created.

For all Submissions: Uploading a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If necessary, entrant will sign any necessary documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission. Sponsor is not responsible for lost, late, incomplete, invalid, un-intelligible or misdirected Submissions, which are disqualified. Limit: Each entrant may submit one (1) entry into the Contest per day during the Promotion Period.

Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of Sweepstakes entries/Contest entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being an authorized account holder.

6. Winner Determination: Winners will be determined via the processes set forth below.

a. Contest: After the conclusion of the Promotion Period, qualified judges determined by Sponsor in its sole discretion will select the top Submission (the "Contest Grand Prize Winner") based on the following criteria ("Judging Criteria"):

- **Creativity/Originality (33%)**
- **Quality of Submission (33%); and**
- **Fit with Contest Theme (34%).**

In the event of a tie, the entrant whose Submission received the highest score for Fit with Contest Theme, as determined by the qualified judges, in their sole discretion, will be deemed the applicable winner from among the tied entrants. Sponsor reserves the right to forfeit the selection of the Grand Prize Winner, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions. Sponsor will not disclose judging scores.

b. Sweepstakes: Administrator's decisions as to the administration and operation of the Sweepstakes and selection of potential Sweepstakes winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners from all eligible entries on or around November 1, 2017 and will notify each potential Sweepstakes winner by email at that time.

7. Winner Requirements: All potential winners must comply with all terms and conditions of these Official Rules; and winning is contingent upon fulfilling all requirements. The potential Contest Grand Prize Winner will be required to sign and return a Declaration of Compliance, Liability and Publicity Release ("Declaration"), which must be received by Administrator within two

(2) days of the date notice or attempted notice is sent, in order to claim the prize. Each potential Sweepstakes Prize Winner will be required to provide his/her mailing address (P.O. Boxes are not permitted), which must be received by Administrator within two (2) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner cannot be contacted, fails to execute and return the Declaration within the required time period or provide any other requested information (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. In the event that the potential Contest Prize Winner is disqualified for any reason, an alternate winner will be determined by the Submission with the next highest score for Fit with Contest Theme. If after three (3) attempts a winner is not confirmed, the applicable will remain un-awarded. In the event that a potential Sweepstakes Prize Winner (excluding coupon winners) is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all eligible entries. Only three (3) alternate drawings will be held after which the applicable prize will remain un-awarded.

Acceptance of any prize shall constitute and signify winner's agreement and consent that Sponsor may use the winner's name, city, state, likeness, Submission and/or prize information in connection with the Promotion, worldwide, including the Internet, without limitation and without further payment or consideration, except where prohibited by law. Without limiting the generality of these Official Rules, Contest winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Winner will indemnify Sponsor, Released Parties (as defined in Section 9, below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms. Sweepstakes Prizes will be fulfilled 8 – 10 weeks after end of Promotion.

8. Prizes:

a. Contest: ONE (1) CONTEST GRAND PRIZE: A trip for four (4) to San Francisco, CA. Trip package includes round trip, coach-class air transportation for four (4) from a major airport near winner's home (determined by Sponsor in its sole discretion) to San Francisco, CA; three (3) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, quad occupancy); a \$800 allowance for full-size rental car for length of stay; \$1,600 spending money; \$1,400 Culinary Institute of America gift card that can be used for a one (1) day cooking class on a Saturday; and travel agent services. **TAX GROSS UP PAYMENT:** Sponsor will also provide winner a single cash payment in the form of a corporate check, which is intended to assist the winner with any federal, state, or other tax obligations related to the Grand Prize (the "Tax Gross-Up Payment"). The Tax Gross-Up Payment will be \$4,200. **The Grand Prize winner's actual tax liabilities related to the Grand Prize could exceed the Tax Gross-Up Payment. The Grand Prize winner is solely responsible for all applicable federal, state, or other tax obligations related to the Grand Prize.** Sponsor will not provide any further assistance toward the winner's tax obligations. If winner does not meet requirements for rental car, that portion of the prize will be forfeited in its entirety. Winner must travel on the dates determined by Sponsor in its sole discretion and must travel prior to December 31, 2018 or prize will be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Promotion, and those set forth by the Sponsor's airline carrier of choice as detailed

in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Unless child of winner, travel companion must be eighteen (18) years of age or older as of the date of departure or a sibling/friend of winner with the appropriate parental permissions and releases and must travel on same itinerary and at the same time as the winner. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if any event is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Approximate Retail Value ("ARV"): \$13,800. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value.

b. Sweepstakes: FIVE (5) SWEEPSTAKES FIRST PRIZES: Leather wine satchel. ARV: \$150. TEN (10) SWEEPSTAKES SECOND PRIZES: Wine decanter and wine glass two (2) count set. ARV: \$40. TWO HUNDRED FIFTY (250) COUPONS: A coupon good for \$2.50 off a pound of Kretschmar deli meat. ARV: There is no retail value associated with the coupon.

Odds of winning a Sweepstakes prize/coupon depend on the number of eligible entries received during the Promotion Period.

For all prizes: Prizes are non-transferable and no substitution will be made unless Sponsor, in its sole discretion, determines otherwise. Sponsor reserves the right to substitute a prize for one of equal or greater value should it become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: one (1) Sweepstakes prize and one (1) Contest Prize per person.

9. Release: By receipt of any prize, the applicable winner agrees to release and hold harmless Sponsor, Twitter, Inc., Instagram, LLC, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion 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. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize. Sponsor is not responsible for misdirected or undeliverable entries or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Sponsor and Administrator are not responsible for any typographical/other error in entries, selection announcement or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with this Promotion. If for any reason an entrant's Sweepstakes entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

12. Dispute Resolution: You agree that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Promotion, the Official Rules, or the Administrator's Mobile Terms and Conditions will be resolved in accordance with the provisions set forth in this Dispute Resolution section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved.

You agree that whenever you have a disagreement with Administrator or Sponsor arising out of, connected to, or in any way related to the Promotion, the Official Rules, or the Administrator's Mobile Terms and Conditions, you will send a written notice to the Administrator ("Demand"). You agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Official Rules or the Administrator's Mobile Terms and Conditions. You must send the Demand to the following address (the "Notice Address"): Legal Department, HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after you send a Demand. If the disagreement stated in the Demand is not resolved to your satisfaction within 10 business days after it is received, and you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of you, Administrator, and Sponsor to litigate claims in court and you, Administrator, and Sponsor each agree to waive your respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against Administrator or Sponsor in any state or federal court. You agree that if you do sue in state or federal court, and Administrator or Sponsor brings a successful motion to compel arbitration, you must pay all fees and costs incurred by Administrator and Sponsor in court, including reasonable attorney's fees. For any such filing of a demand for arbitration, you must effect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the AAA Consumer-Related Disputes Supplementary Procedure effective September 15, 2005 (as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator or Sponsor. The Federal

Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate.

You agree that you will not file a class action or collective action against Administrator or Sponsor, and that you will not participate in a class action or collective action against them. You agree that you will not join your claims to those of any other person. Notwithstanding any other provision in the Official Rules, or the Administrator's Mobile Terms and Conditions, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances do you, Administrator, or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator and Sponsor agree that we will submit all disputes with you to arbitration before the Arbitrator.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator, and Sponsor in connection with the Promotion, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules. The place of arbitration shall be Oakland County, Michigan.

13. Entrant's Personal Information: Information collected from entrant is subject to HelloWorld, Inc.'s Privacy Policy <http://www.helloworld.com/privacy-policy> and Sponsor's Privacy Policy <http://www.johnmorrell.com/privacy>.

14. Winner List: For a winner list, visit <http://bit.ly/2q8YIWj>. The winner list will be posted after winners are confirmed.

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