

## HERR'S® AARON NOLA PHILLY FAVE SWEEPSTAKES

### OFFICIAL RULES

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. INTERNET ACCESS & VALID EMAIL ADDRESS REQUIRED.**

- 1. SWEEPSTAKES DESCRIPTION:** Herr's® Aaron Nola Philly Fave Sweepstakes (the "Sweepstakes") begins on 5/6/24 at 12:00:00 AM Eastern Time ("ET") and ends on 6/19/24 at 11:59:59 PM (ET) (the "Sweepstakes Period"). The Sweepstakes Period includes a qualifying purchase period which begins on 5/6/24 at 12:00:00 AM (ET) and ends on 6/17/24 at 11:59:59 PM (ET) ("Qualifying Purchase Period"), for a purchase method of entry. Participation in the Sweepstakes does not constitute participation in any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Herr Foods Inc., 20 Herr Drive, Nottingham, PA 19362 ("Sponsor"), and Administrator (defined below) which shall be final and binding in all respects. The administration of the Sweepstakes will be conducted by TPG Rewards, Inc., 19790 West Dixie Hwy, Suite 808, Aventura, FL 33180 ("Administrator").
- 2. ELIGIBILITY:** Open only to legal United States residents residing in the Pennsylvania, New Jersey and Delaware who are eighteen (18) years of age or older at the time of entry. Employees, officers and directors of Sponsor, MLB Entities (as defined below), Administrator and each of their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers, directors and employees (collectively, the "Sweepstakes Entities") and their immediate family members, and/or those living in the same household of each, are ineligible to enter the Sweepstakes or win a prize. The "MLB Entities" shall mean the Office of the Commissioner of Baseball ("BOC"), its Bureaus, Committees, Subcommittees and Councils, the Major League Baseball Clubs ("Clubs"), Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc. ("MLBP"), MLB Advanced Media, L.P. ("MLBAM"), The MLB Network, LLC, each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities. Void outside of PA, NJ, DE and where otherwise prohibited or restricted by law, rule or regulation.
- 3. HOW IT WORKS:**

There are two (2) ways to enter the Sweepstakes:

**A) With Purchase:**

- **BUY** any one (1) **Herr's®** product at participating retail store during the Qualifying Purchase Period ("**Qualifying Purchase**"). Note: Product returns/exchanges and rainchecks from before the Sweepstakes Period do not constitute a Qualifying Purchase and will not qualify as an entry into this Sweepstakes;
- **SNAP** a picture of your entire receipt showing Qualifying Purchase and **UPLOAD** it at **HerrsNolaPhillyFaveSweeps.com** ("**Website**") by the end of the Sweepstakes Period. ANY RECEIPT SUBMISSIONS UPLOADED OR RECEIVED BY ADMINISTRATOR AFTER THE END OF THE SWEEPSTAKES PERIOD WILL NOT BE ACCEPTED, EVEN IF PURCHASE WAS MADE DURING QUALIFYING PURCHASE PERIOD AND IS OTHERWISE IN COMPLIANCE WITH THESE OFFICIAL RULES. **Data rates may apply for submissions made via mobile device. Check with your wireless service provider for any applicable rates and fees.** Only Qualifying Purchases are valid for this offer. Photo must include the entire receipt from top to bottom, including all four (4) corners. Be sure that the required information is captured in the receipt, which includes retailer name, date of purchase, time of purchase, receipt total and at least one (1) Participating Product/UPC code from a Qualifying Purchase ("**Required Information**"). All Required Information must be legible in your image(s). For longer receipts, you may submit a picture of the receipt folded ensuring that it shows the Required Information. Blurry and/or unreadable receipt images will be rejected. Star the Qualifying Purchase on your receipt for quicker verification. ALL SUBMISSIONS ARE SUBJECT TO VALIDATION BY ADMINISTRATOR ON BEHALF OF SPONSOR; IF SUBMISSION IS NOT VALIDATED, YOU WILL NOT RECEIVE AN ENTRY. For help, visit [HerrsNolaPhillyFaveSweeps.com](http://HerrsNolaPhillyFaveSweeps.com).
- **GET** one (1) entry into the Sweepstakes for each Qualifying Purchase uploaded in compliance with these Official Rules once your receipt is validated, subject to the entry limitations stated below.

**B) Without Purchase (Alternative Means of Entry "AMOE"):** During the Promotion Period, you may also enter the Sweepstakes without making a purchase by going online to **HerrsNolaPhillyFaveSweeps.com** and click on the "No Purchase Necessary" request link located below the abbreviated rules on the landing page. You will fill out an online form request at the Website, including a valid and working email address. Upon verification of your request, you will receive an email with a link to online entry form. Click on the link to go to the online entry form. Once you have accessed the online entry form, follow the on-screen instructions to complete your entry into the Sweepstakes. AMOE entries must be completed by 6/17/24 at 11:59:59 PM (ET).

Except as contemplated in these Official Rules, personal information collected in connection with this Sweepstakes will be used in accordance with Sponsor's Privacy Policy as noted below in these Official Rules. For purposes of this Sweepstakes, a "day" is defined as any 24-hour period beginning at 12:00:00 AM (ET) and ending at 11:59:59 PM (ET). **Limit one (1) entry per person/email address, per day regardless of method of entry.**

All entries become the property of Sponsor and will not be returned. In the event of a dispute regarding entries, any entries will be deemed to have been submitted by the Authorized Account Holder of the email address submitted at the time of entry, if that person meets all eligibility requirements set forth in these Official Rules. "Authorized Account Holder" means the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. Entrants may not participate with multiple e-mail addresses, nor may entrants use any device or artifice to enter multiple times or as multiple entrants. Any entrant who attempts to enter with multiple email addresses, under multiple identities or uses any other device or artifice to enter multiple times will be disqualified from participation in the Sweepstakes and all entries submitted by that entrant will be void. Only fully completed entries are eligible. Any incomplete, illegible, corrupted, or untimely entries are void and ineligible to win. Proof of submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for any change of email address and/or telephone number of entrants. No more than the number of prizes set forth in these Official Rules will be awarded. The submission of a prize claim is solely the responsibility of the participant.

The Sweepstakes database clock will be the official timekeeper for the Sweepstakes. The Sweepstakes Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of the entries in the Sweepstakes. The Sweepstakes Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

The Sweepstakes Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error that may occur in the processing of the entries in the Sweepstakes. The Sweepstakes Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. Participation must be by the participant and only as directed in these Official Rules. Participation by any other individual or any entity, and/or originating at any website or other platform,

including but not limited to commercial promotion subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. The use of any device to automate the entry process is prohibited and will lead to disqualification.

4. **RANDOM DRAWING:** Potential winners will be selected in a random drawing on or about 6/24/24 from among all eligible entries received from all methods combined by Sponsor or its designee.
5. **WINNER NOTIFICATION:** Potential prize winners will be notified by email and/or phone, using contact information provided or collected at the time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within five (5) days of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. Sponsor, in its sole discretion, will attempt to contact up to two (2) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such prize will be forfeited and an alternate prize winner may be selected.
6. **PRIZES/APPROXIMATE RETAIL VALUES (ARV)/ODDS:**

Two (2) Grand Prizes are available. Each Grand Prize consists of a Meet and Greet experience for winner and up to three (3) guests with a Philadelphia Phillies player Aaron Nola ("**Prize**") (ARV \$1,000 each prize). Prize includes four (4) tickets to a 2024 regular season Philadelphia Phillies home game (to be determined by the Sponsor in its sole discretion); a Meet and Greet experience with a Philadelphia Phillies player Aaron Nola (player to be solely determined by Sponsor and Philadelphia Phillies) for winner and up to three (3) guests; in-stadium experiences, and one (1) parking pass. Total ARV of all prizes \$2,000.

Major League Baseball game, event and exhibition dates and times are determined in the sole discretion of the BOC and/or the applicable Club, as applicable, and may be subject to change. The terms and conditions of the tickets awarded as part of any prize may govern in the event a legal game, event or exhibition, as defined by Major League Baseball, is not played or held due to weather conditions, an act of God, an act of terrorism, civil disturbance or any other reason. Each winner and his/her guest(s) agree to comply with all applicable ballpark and venue regulations in connection with the Prize. Sponsor and the applicable MLB Entities reserve the right to remove or to deny entry to any winner and/or his/her guest(s) who engage(s) in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or

harass any other person at the game, event or exhibition. Sweepstakes Entities will not be responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of any Major League Baseball game, event or exhibition. Major League Baseball game, event and exhibition tickets awarded as prizes may not be resold or offered for resale. Any such resale may result in disqualification and Prize forfeiture, and may invalidate the license granted by the game, event or exhibition ticket(s). In the event any scheduled event associated with the prize, including professional athlete unavailability, and/or any other component of the prize is cancelled, delayed, or postponed for any reason outside the control of the Sponsor, Sponsor will have no further obligation, other than to award the remainder of the prize. Aaron Nola's participation in the Meet and Greet is subject to availability. In the event that Aaron Nola is not available, an alternate Philadelphia Phillies player (as determined by the Philadelphia Phillies and Sponsor) will attend the Meet and Greet activities with the winner and their guests.

Neither Sweepstakes Entities, nor any athlete or their affiliate organization/team shall have responsibility or liability for cancellation, delays, or any other change by any company or person providing any element of the Prize; and Sweepstakes Entities, the athletes, and their organizations, and their agents, employees or contractors are not responsible or liable for any expenses incurred as a consequence thereof. Odds of winning depend on the total number of eligible entries received from all methods combined. Limit one (1) prize per person in the Sweepstakes.

7. **GENERAL PRIZE CONDITIONS:** Except as otherwise noted herein, no cash equivalents or prize substitutions will be allowed, except Sponsor reserves the right to substitute prize(s) of comparable value if a prize listed is unavailable for any reason. Any potential Grand Prize winner must sign and have notarized and return an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "**Prize Claim Documents**"). Guest(s) of Grand Prize winner (if a minor, the Grand Prize winner must be their parent/legal guardian and sign on their behalf) will be required to sign and return a notarized Liability-Publicity Release prior to awarding of any prize. If any potential Grand Prize winner fails or refuses to return all Prize Claim Documents within five (5) days of prize notification (or a shorter time if required by exigencies), winner may be disqualified and an alternate Grand Prize winner may be selected. Prize winners shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished by third parties in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

8. **GENERAL:** By entering the Sweepstakes, entrants agree to release, indemnify, and hold harmless, Sweepstakes Entities, their respective related companies, parents, subsidiaries, limited liability companies, affiliates, directors, officers, employees, assigns, consultants, representatives, agents and their respective agents and agencies ("**Released Parties**") from and against any claim or cause of action arising out of participation or attempt to participate in the Sweepstakes or receipt or use of any prize. Released Parties will have no liability whatsoever for any injuries, losses or damages of any kind resulting from acceptance, possession, use and/or misuse of any prize or participation in the Sweepstakes or any prize-related activities. Acceptance of a prize shall be construed as and signify the winner's agreement and consent that Sponsor, MLB Entities and their designees and assigns may use the winner's name, voice, likeness and/or prize information, without limitation, for promotional purposes without further consideration, review, approval or payment, unless prohibited by law. By participating in this Sweepstakes, entrants agree to be bound by the Official Rules and the decisions of the Sponsor and Administrator, which are final and binding in all respects. Sponsor is not responsible for any typographical or other error in the printing of the offer or in administration of the Sweepstakes. Sponsor's or Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY THE ADMINISTRATOR. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

9. **LIMITATIONS AND RELEASES:** Any attempted form of entry into the Sweepstakes, other than the entry methods stated, is prohibited. The Released Parties are not responsible for lost, late, mutilated or illegible entries nor for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware, software, electronic, network, telephone or other communications malfunctions, errors or failures of any kind, errors in transmission, lost or unavailable network connections, telephone connections, wireless phone connections, website, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture or entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed transmissions which may limit or restrict a participant's ability to enter the Sweepstakes, including any injury or damage to participant's or any other person's phone, or other matter relating to or

resulting from participating in this Sweepstakes or downloading any materials in the Sweepstakes.

If for any reason the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes; and/or to award the prizes from among all eligible non-suspect entries received from all methods combined up to the action taken by the Sponsor provided a sufficient number of eligible entries have been received. Caution: Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent of the law.

**10. DISPUTES:** THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW JERSEY, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN WARREN COUNTY, NJ. 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 JERSEY. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN HACKETTSTOWN, NJ. 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 BUT NOT LIMITED TO ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. EACH PARTY IS RESPONSIBLE FOR ITS OWN LEGAL FEES AND EXPENSES, INCLUDING WITHOUT LIMITATION THE COST OF ALTERNATIVE DISPUTE RESOLUTION SUCH AS JAMS OR ARBITRATION. POTENTIAL WINNERS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY POTENTIAL WINNER AND/OR SWEEPSTAKES ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORTING TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF

THE SWEEPSTAKES, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

11. **PRIVACY:** Except as may be otherwise contemplated in these Official Rules, any personal information collected in connection with this Sweepstakes will be used in accordance with the Sponsor's privacy policy found at [herrrs.com/privacy-policy/](http://herrrs.com/privacy-policy/).
12. **WINNERS' LIST:** Any legally required winner's list may be obtained by sending a self-addressed, stamped envelope to: TPG Rewards ICO **Herr's® Aaron Nola Philly Fave Sweepstakes**, 19790 West Dixie Hwy, Suite 808, Aventura, FL 33180. All such requests must be received within six (6) weeks after the end of the Sweepstakes Period.

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