

## Guac Girl Summer

### Official Rules

- **NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT OF ANY KIND DOES NOT INCREASE YOUR CHANCES OF WINNING.**
- **VOID WHERE PROHIBITED BY LAW.**
- **ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**
- **THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM OR TIKTOK.**

BY ENTERING (OR OTHERWISE PARTICIPATING IN) THE SWEEPSTAKES, ENTRANTS AGREE TO THESE OFFICIAL RULES, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SWEEPSTAKES PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. **ELIGIBILITY:** The Guac Girl Summer sweepstakes (“Sweepstakes”) is open only to legal residents of one (1) of the fifty (50) United States or the District of Columbia who are at least eighteen (18) years of age or older as of time/date of entry. Employees, officers and directors of Good Foods Group LLC (“Sponsor”), Pavone Marketing Group, Realtime Media LLC (“Administrator”) and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies (collectively, the “Sweepstakes Parties”), their immediate family members and those living in the same household as such individuals (whether legally related or not) are not eligible to participate in the Sweepstakes or win a prize. For purposes of this Sweepstakes, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. By participating, you and a minor who is over 18 yet still considered a minor in his/her state of residence (19 in AL and NE, 21 in MS) entrant’s parent or legal guardian on a minor’s behalf) unconditionally accept and agree to comply with and abide by these “Official Rules” and the decisions of Sponsor, including the interpretation of these Official Rules administration of the Sweepstakes, selection of the winners, and its exercise of discretion, which will be final, non-appealable, and binding in all respects. Each minor entrant’s parent or legal guardian agrees to be bound by these Official Rules both individually and on behalf of the minor entrant. The Sweepstakes contains a game of chance and a “Special Offer” for the first 100 people to redeem codes, see details below.
2. **TIMING:** The Sweepstakes begins at 9:00 a.m. Eastern Time (“ET”) on June 1, 2023 and ends at 9:00 a.m. ET on July 31, 2023 (the “Promotion Period”). The Promotion Period is comprised of eight (8) weekly entry periods (each a “Weekly Entry Period”) as set forth in the table below.

Entry Period	Begins at 12:00 a.m. ET (unless otherwise specified) on:	Ends at 12:59 p.m. ET (unless otherwise specified) on:	Approximate Drawing Date:
1	6/1/23 at 9:00 a.m. ET	6/7/23	6/8/23
2	6/8/23	6/14/23	6/15/23
3	6/15/23	6/21/23	6/22/23
4	6/22/23	6/28/23	6/29/23
5	6/29/23	7/5/23	7/6/23
6	7/6/23	7/12/23	7/13/23
7	7/13/23	7/19/23	7/20/23
8	7/20/23	7/31/23 at 9:00 a.m. ET	8/1/23

<b>Grand Prize</b>	6/1/23 at 9:00 a.m. ET	7/31/23 at 9:00 a.m. ET	8/1/23
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The designated computer clock of the Administrator is the official time-keeping device in the Sweepstakes. Non-winning entries will carry over into the drawings for subsequent Weekly Entry Periods.

- 3. HOW TO ENTER THE SWEEPSTAKES:** There are two (2) methods of entry for this Sweepstakes, each of which requires you to create a compliant photo or video, depending on the platform (each a “Submission”), all subject to the content guidelines listed below. You may enter as follows:

**Instagram Method of Entry.** To participate and enter this Sweepstakes via the Instagram mobile application, you will need a mobile device (e.g., mobile phone or tablet) that can access the Internet and uses either the Apple or Android platform. Additionally, you will need to visit Instagram.com or download the Instagram mobile application from the mobile device’s app store and sign-up for an Instagram account (“Instagram Account”) if you do not already have one. Creating an Instagram Account is free. By submitting your information and creating an Instagram Account, you will be required to agree to the Instagram terms of service and privacy policy. If you do not agree to Instagram’s terms of service and privacy notice, you cannot create an Instagram Account or participate in this Sweepstakes via Instagram. After you have an Instagram Account, first log in to your Instagram Account, and become a follower of the Good Foods Group Instagram Account (@goodfoods). Then, to enter, during the Promotion Period, create a photo that shows you “enjoying good vibes.” Feel free to include Good Foods Guacamole in your vibes. When you post the photograph or video from your Instagram Account, you must include the unique hashtag #guacgirlsummer and #sweepstakes and mention @goodfoods as part of your Instagram post. Posts made using the Instagram Story functionality are not eligible for entry in this Sweepstakes. Sponsor may not receive entries that fail to strictly follow the posting instructions set forth in these Official Rules and Sponsor is not responsible for failure to see or receive an entry. **NOTE: Sponsor may not receive entries from Instagram users with “private” account settings (i.e., user has set their Instagram Account so that only people the user has approved can view their photos or videos) due to the way Instagram operates its service. Be sure your account is set to “public.”** Sponsor, at its sole discretion, may accept a technically incorrect unique term. Messages not received by Sponsor will not be entered into the Sweepstakes. By including the hashtags and mentioning the Sponsor in the post, you are confirming your acceptance of and agreement to these Official Rules. If you successfully take all of these steps, you will receive one (1) entry into the applicable Weekly Entry Period and one (1) entry into the Grand Prize entry period of the Sweepstakes via this method, subject to the limit below.

**TikTok Method of Entry.** To participate and enter this Sweepstakes via TikTok, you will need a mobile device (e.g., mobile phone or tablet) that can access the Internet and uses either the Apple or Android platform. Additionally, you will need to download the TikTok application from the mobile device’s app store and sign-up for a TikTok account (“TikTok Account”) if you do not already have one. Creating a TikTok Account is free. By submitting your information and creating a TikTok Account, you will be required to agree to the TikTok terms of service and privacy policy. If you do not agree to TikTok’s terms of service and privacy notice, you cannot create a TikTok Account or participate in this Sweepstakes via TikTok. After you have a TikTok Account, log in to your TikTok Account. Then, to enter, during the Promotion Period, create and post a video that shows you “enjoying good vibes.” Feel free to include Good Foods Guacamole in your vibes. When you post the video from your TikTok Account, you must include the unique hashtag #guacgirlsummer and #sweepstakes and mention @goodfoodsgroup as part of your TikTok post. Sponsor may not receive entries that fail to strictly follow the posting instructions set forth in these Official Rules and Sponsor is not responsible for failure to see or receive an entry. **NOTE: Sponsor may not receive entries from TikTok users with “private” account settings (i.e., user has set their TikTok Account so that only people the user has approved can view their content) due to the way TikTok operates its service. Be sure your account is set to**

**“public.”** TikTok posts not received by Sponsor will not be entered into the Sweepstakes. By including the hashtags in the post, you are confirming your acceptance of and agreement to these Official Rules. If you successfully take all of these steps, you will receive one (1) entry into the applicable Weekly Entry Period and one (1) entry into the Grand Prize entry period of the Sweepstakes via this method, subject to the limit below.

LIMIT: there is a limit of five (5) entries per person, per social media platform, total during the Promotion Period, regardless of additional posts made. **Each Submission must be unique, to earn an entry.**

**Content Submission Guidelines.** Submissions of content that do not meet the following “Content Guidelines” are subject to disqualification, at Sponsor’s sole and absolute discretion, so read and follow these Content Guidelines carefully:

- **If another person appears in a photo with you, be sure that the person is at least eighteen (18) years old or older and has provided permission for you to share this photo on social media for the purpose of entering this Sweepstakes. You may be required to provide proof of this permission before being eligible to receive a prize.**
- Submissions must be submitted in the English language.
- Any photograph submitted as part of an entry must be in an acceptable file format.
- Any video submitted as part of an entry must be in an acceptable file format.
- Submissions must comply with these Official Rules and any Terms of Use/Service posted on the social media platform where your entry is posted and meet all specifications or requirements called for in any advertising for the Sweepstakes.
- Except for materials that are in the public domain, each submission, in its entirety, must be a single work of original material created by the entrant, or for which entrant has all rights required to comply with these Official Rules.
- Submissions must be suitable for presentation in a public forum.
- Submissions must not have been submitted previously in any contest or sweepstakes of any kind or exhibited or displayed publicly (i.e., disclosed beyond your immediate circle of friends and family) through any means previously.
- Except for materials in the public domain, submissions must include only materials created by the entrant, or for which entrant has all rights required to comply with these Official Rules, and must not infringe on the intellectual property rights of any other person or entity. Sponsor does not permit the infringement of others’ rights and any use of materials that infringe third party rights is grounds for disqualification from the Sweepstakes and may subject you to liability. Do not copy your favorite movie, book or photo or include materials, images, graphics, music or trademarks belonging to any third parties or incorporate the names, voices, likeness or personas of any party other than yourself unless you have obtained all rights necessary to permit you to use same in connection with your submission and grant the rights herein granted to Sponsor. **Entries that contain brand names, trademarks or company logos are subject to disqualification.**
- Submissions must not include material that: (a) is sexually explicit, indecent, obscene, violent, hateful, tortuous, defamatory, slanderous or libelous, (b) is

derogatory or promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, (c) invades the privacy or publicity rights of any person, living or deceased, (d) is unlawful, (e) is harmful to other users of the website or social platform such as viruses, trojan horses or other technologies that could adversely impact the Sweepstakes, and/or (f) is disparaging to Sponsor or is inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate (at Sponsor's sole and absolute discretion).

- Submissions should not reveal any personal information about another individual, including another person's address, phone number, e-mail address, credit card number or any information that may be used to track, contact or impersonate that individual.
- Submissions may only include original music created and performed solely by entrant (i.e., songs must be composed, lyrics written and performed by entrant). Submissions that include any other songs or recordings are inappropriate and will be subject to disqualification.
- No background artwork should appear in the submissions unless it is an original work of the entrant. Any artwork, murals, etc. that can be seen in Submissions must be created solely by the entrant or entrant must be the sole owner of all copyright interests therein.

**SPECIAL OFFER (limited time):** If you are one of the first 100 people to post an eligible Submission, as described above, you will receive a digital voucher valid for a \$20 off code for a goodfoods.com product purchase (terms and conditions apply). This will be sent to you via a direct message to your social media account. The \$20 off code is valid until 9/1/2023. Limit: One (1) Special Offer per person.

- 4. SWEEPSTAKES DRAWINGS:** There will be eight (8) First Prize winners (1 per Weekly Entry Period) and one (1) Grand Prize winner selected in this Sweepstakes. The potential winners will be selected through a random drawing on or about the dates set forth in the table above, from among all eligible entries received in accordance with these Official Rules. Sponsor will have complete discretion over interpretation of the Official Rules, of administration of the Sweepstakes, and of selection of the winners. Decisions of the Sponsor as to the selection of the winners will be final and binding in all respects.
- 5. ODDS:** Odds of winning a Sweepstakes prize depend on the total number of eligible entries received for the applicable Entry Period (as well as any that carried over).
- 6. WINNER NOTIFICATION/PRIZE CLAIMING:** The potential winners will be notified through a direct message on the applicable social media platform in a commercially reasonable time after the applicable drawing. The Sweepstakes Parties are not responsible for false, incorrect, changed, incomplete or illegible contact information. Notification is deemed to have occurred immediately upon sending of a direct message. The potential winner has 72 hours to confirm receipt of notification, or they forfeit their prize and the next winner is notified. As part of the winner notification process, the potential winners will be required to complete and submit a "Redemption Form," and for the potential Grand Prize winner only, also a declaration of eligibility / release of liability / prize acceptance agreement (collectively, the "Declaration"), and return the completed documents within 72 hours before being eligible to receive their applicable prizes. If a potential winner fails or refuses to sign and return the Redemption Form and/or Declaration within the required time period or if the prize or prize notification is returned as rejected, faulty, unclaimed or returned as undeliverable to the potential winner, the applicable potential winner may be disqualified and an alternate may be selected, up to three (3) alternates, after which the applicable prize will remain un-awarded. Non-compliance shall result in disqualification and

award to an alternate winner. Parents or legal guardians of any potential winner who is over eighteen (18) but still under the age of majority in their state/jurisdiction of residence (which is eighteen (18) in most states but is nineteen (19) in Alabama and Nebraska and twenty-one (21) in Mississippi) may be required to also sign the Declaration in order for the potential winner to be qualified to receive his or her prize. A potential winner becomes a "Winner" only after verification of eligibility by Sponsor. If a potential winner cannot be contacted within a reasonable time period, if potential winner is ineligible, if any notification is returned undeliverable, or if potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit the prize and an alternate winner may be selected from among all remaining eligible entries. No more than the stated prizes will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the prize set forth in these Official Rules, the winners of the advertised number of prizes available may be selected in a random drawing from among all persons making purportedly valid claims for such prize. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. The Sweepstakes Parties are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winners, or if potential winner is a over eighteen (18) but still a minor, for late, lost, misdirected, or unsuccessful efforts of potential winner to provide signed parental or guardian consent.

P.O. Boxes are not permitted. The Sweepstakes Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email or other account to receive messages.

## **7. PRIZES/PRIZE RESTRICTIONS:**

**One (1) Grand Prize:** One (1) winner will receive a trip for winner and one (1) guest to winner's choice of location within the 48 contiguous U.S./DC or U.S. Territories or Mexico to have a "second summer" for a long weekend (the "Trip Prize" or "Grand Prize"). Prize includes round trip, coach-class air transportation for winner and one (1) guest via a Sponsor-selected air carrier(s) from a major commercial airport selected by Sponsor in its sole and absolute discretion to a major airport near the selected destination city; three (3) nights' hotel accommodations (standard room, double occupancy); \$200 ride sharing gift card, terms and conditions apply; and a check for \$800 that may be used for spending money. See additional details and disclosures below. Additional prize award details and travel information to be provided to the winner at the time of Trip Prize notification. Approximate Retail Value ("ARV") of Grand Prize is \$4,300.

**Eight (8) First Prizes (1 per Weekly Entry Period):** A prize package including a beach towel, cooler, speaker, sunglasses and vouchers for Good Foods products, terms and conditions apply. All details determined by Sponsor in its sole discretion. ARV of each First Prize: \$282.51.

**For Grand Prize:** The actual value of the Trip Prize may vary depending on point of departure, selected destination, travel dates and fare/rate fluctuations. If the actual value of the Trip Prize is less than the stated ARV, the difference will not be awarded. All travel arrangements must be made through the Sponsor or Sponsor's designee. Certain restrictions and blackout dates may apply. The dates of departure and return are subject to change at Sponsor's sole and absolute discretion. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any Trip Prize-related services or accommodations. Sponsor reserves the right to structure travel route and select hotels in their sole and absolute discretion. The round trip air transportation element for the Trip Prize begins and ends at the point of departure. The Trip Prize is subject to seat and hotel availability, as well as Sponsor's terms and conditions generally applicable thereto. If, in the judgment of Sponsor, air travel is not required due to winner's proximity to Trip Prize location, ground transportation will be substituted for roundtrip air travel at Sponsor's sole and absolute discretion. All aspects of the travel portions of the Trip Prize must be conducted on such dates as determined by Sponsor in its sole and absolute discretion. The winner of the Trip Prize must travel as and when designated by Sponsor or the Trip Prize may be forfeited and an alternate

randomly selected winner chosen. No refund or compensation will be made in the event of the cancellation or delay of any transportation or missed prize events, opportunities or expenses incurred or change to any other prize element as a consequence of delay or cancellation, except at the sole and absolute discretion of Sponsor.

The Grand Prize winner and winner's travel companion must travel together and on the same itinerary and possess all required travel documents, including visas and valid passports, if and as applicable. It is the responsibility of the winner and winner's companion to provide proper documentation (including government issued picture identification). Winner and winner's companion are responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. The winner may be required to provide a credit card at the time of hotel check-in. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. Travel must be booked at least four (4) weeks prior to travel and all travel must be completed before May 1, 2024 or prize will be forfeited.

Winner's travel companion (or parent/legal guardian) must execute liability/publicity releases prior to issuance of travel documents. Once a travel companion is selected, such companion may not be substituted, except in Sponsor's sole and absolute discretion. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by Sponsor's transportation carrier(s) of choice. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged. All expenses not specifically mentioned herein, are not included as part of any Trip Prize package, and are solely the winner's responsibility, including, but not limited to: excursions, hotel taxes, additional ground transportation at the winner's destination(s), travel insurance, room service, bag check fees, parking fees, laundry service, food, alcoholic beverages, merchandise, souvenirs, telephone calls, tips, gratuities and service charges. Transportation carrier and hotel regulations and conditions apply. Travel and lodging are subject to availability, and any changes made to either of these will be at the expense of the winner.

**For All Prizes:** Prizes are non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and prize provider's rules and restrictions, and in the event that Sponsor is unable to provide a winner with a prize, the Sponsor may elect to provide winner with the approximate value of such item in cash or award an alternate prize of comparable or greater value. Prizes are awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Prize winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes received, regardless of whether they, in whole or in part, are used. The ARV of the prizes is based on available information provided to Sponsor and the value of any prize valued at \$600 or more awarded to a winner will be reported for tax purposes as required by law. The Grand Prize winner will be required to provide Sponsor with a valid social security number before the prize will be awarded, for tax reporting purposes. An IRS Form 1099 will be issued in the name of the Grand Prize winner (or if a minor in the jurisdiction in which winner resides, in the name of his/her parent or legal guardian), for the actual value of the prize received. Any unclaimed prize will be forfeited. Prizes, if legitimately claimed, will be awarded. The Sweepstakes Parties are not responsible for and will not replace any lost, mutilated or stolen prizes or any prize that is undeliverable or does not reach the winner because of an incorrect or changed address. If a winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and the Sweepstakes Parties will have no further obligation with respect to that prize or portion of the prize. No more than the stated prizes will be awarded. The Sweepstakes Parties are not responsible for and winner will not receive the difference, if any, between the actual value of the prizes at the time of award and the stated ARV in these Official Rules or in any Sweepstakes-related correspondence or material. The total ARV of all prizes is \$6,560.08. First Prizes will be fulfilled within approximately two (2) weeks after the end of the applicable Entry Period. Grand Prize winner will

be contacted within one (1) to two (2) weeks after winner is confirmed to discuss prize fulfillment and timing. Limit: One (1) First Prize per person or per household.

- 8. GENERAL:** Subject to applicable law, each winner hereby expressly grants to the Sweepstakes Parties and their respective successors, assigns, sublicensees and designees, the irrevocable right to use and publish his/her name, social handles, likeness (photographic or simulated), photo or video submission and/or post, voice, biography and place of residence for all purposes, including, without limitation, advertising, marketing, promotional and publicity purposes in connection with this Sweepstakes (“Advertising”), in any and all media now or hereafter devised, worldwide, in perpetuity, without any form of notice, permission or any amount or kind of compensation, except for the awarding of the prize to the winner. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and winning entrant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient’s name, likeness or voice under contract, tort or any other theory of law. The Sweepstakes Parties do not assume any responsibility for any disruption in the Sweepstakes, including, but not limited to, the failure or interruption of any social media platform or any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Sweepstakes materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Sweepstakes Parties and may be changed from time to time without notice. In the event Sponsor is prevented from continuing with the Sweepstakes by any event beyond its control, including, but not limited to, fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweepstakes by any party, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor’s control (each, a “Force Majeure” event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Sweepstakes or prize. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Sweepstakes should causes beyond Sponsor’s control corrupt or interfere with the administration, integrity, operation, security or proper play of the Sweepstakes; or (b) to disqualify any entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Sweepstakes; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner.
- 9. CONDUCT:** The Sweepstakes Parties are not responsible for the actions of entrants in connection with the Sweepstakes, including entrants’ attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. The Sweepstakes Parties reserve the right, at their sole discretion, to disqualify any individual found to be tampering with the participation process or the operation of the Sweepstakes, or to be acting in any manner deemed by the Sweepstakes Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Sweepstakes Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE SWEEPSTAKES PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS’ FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, at its sole and absolute discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.

- 10. WAIVERS AND DISCLAIMERS:** The Sweepstakes Parties assume no responsibility or liability for: (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, entries, URLs, or emails; (b) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of entries or registrations at any point in the operation of this Sweepstakes; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Sweepstakes; (e) inaccessibility or unavailability of the Internet or the website or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the collection or processing of entries, social networking posts, or registrations, the announcement of the prizes, or in any other Sweepstakes-related materials; or (f) any injury or damage to entrants or to any other person's computer which may be related to or resulting from any attempt to participate in the Sweepstakes. If, for any reason, the Sweepstakes (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, then the Sweepstakes Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. If terminated, the Sweepstakes Parties will award the prize from among all non-suspect, eligible entries received for the Sweepstakes up to the time of such action.
- 11. RELEASES:** All entrants, as a condition of participation in this Sweepstakes, agree to release, discharge, indemnify and hold harmless the Sweepstakes Parties, Instagram, TikTok, and each of their respective directors, officers, employees, agents, successors and assigns (collectively, "Released Parties") from and against any and all liability, claims, costs (including attorneys' fees), losses, damages, fines, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with: (i) participation in any aspect of the Sweepstakes (including travel to/from any Sweepstakes activity), (ii) the receipt, ownership, use, or misuse of any component of the prize awarded, including any travel associated with any prize, (iii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; (iv) entrant's registration material on any related website, or (iv) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or prize.
- 12. GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Wisconsin, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL



OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

- 13. DISPUTE RESOLUTION:** The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in the State of Wisconsin, and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in the State of Wisconsin. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in the State of Wisconsin. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.
- 14. ENTRY INFORMATION AND SWEEPSTAKES COMMUNICATIONS:** As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. By participating in the Sweepstakes, entrant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://goodfoods.com/privacy-policy/>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.
- 15. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules or the Declaration will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Declaration is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

- 16. WINNER LIST:** To receive the list of the prize winners, send a #10 self-addressed, stamped envelope for receipt by October 7, 2023 to: Guac Girl Summer - Winner List Request, c/o Realtime Media, 1001 Conshohocken State Road, STE 2-100, West Conshohocken, PA 19428.
- 17. SPONSOR:** Good Foods Group LLC, 10100 88th Ave, Pleasant Prairie, WI 53158. Reference to third parties in connection with prizes and/or third party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Sweepstakes.
- 18. ADMINISTRATOR:** Realtime Media LLC, 1001 Conshohocken State Road, STE 2-100, West Conshohocken, PA 19428; <https://www.rtm.com/>; <https://privacy.rtm.com/PrivacyPolicy.pdf>.