

Pioneer's More Than Meals Giveaway Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

Pioneer's More Than Meals Giveaway (the "**Sweepstakes**") is sponsored by C.H. Guenther & Son, LLC located at 2201 Broadway, San Antonio, Texas 78215 ("**Sponsor**"). Sponsor and its licensees, parent, subsidiaries, affiliates, successors and assigns are referred to throughout these Official Rules as "**C.H. Guenther**".

1. Eligibility

Entries for the Sweepstakes may be submitted by any legal resident of the fifty United States or the District of Columbia, unless otherwise prohibited by law, who is not a minor in his or her state of residence and is at least 18 years old at the time of entry. Employees of C.H. Guenther or any other companies associated with the promotion of the Sweepstakes, and their respective parents, subsidiaries, affiliates, and advertising and promotion agencies, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee, are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to federal, state, and local laws and regulations and is void where prohibited or restricted by law.

2. Agreement to Official Rules

Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

3. Sweepstakes Period

The Sweepstakes begins on November 14, 2020 at 9:00 a.m. CT and continues through December 10, 2020 at 11:00 p.m. CT (the "**Sweepstakes Period**").

4. How to Enter

To enter the Sweepstakes, each entrant must either: (a) fill out the online form found on <https://pioneerbrand.com/more-than-meals-new/> with both nominee and nominator's information. (an "**Online Entry**"); or (b) print both the nominee and nominator's name, complete mailing address, email, and telephone number on a standard 4" X 6" postcard and mail it to: 2201 Broadway, San Antonio, Texas 78215 ATTN: More Than Meals Giveaway Entree (a "**Mail-In Entry**"). Each Mail-In Entry must be both postmarked and received within the Sweepstakes Period in order to be entered into the drawing set forth in paragraph 5, below. Only entries made in accordance with the requirements and timing set forth in these Official Rules will be eligible to win the Sweepstakes. All properly submitted entries will be automatically entered into the Sweepstakes.

Each person submitting either an On-Line Entry or a Mail-In Entry (collectively referred to as an "**Entry**") in accordance with these Official Rules will be considered a "**Participant**". Limit one Entry per Participant (either through the On-Line Entry or Mail-In Entry, but not both). Entries in excess of the stated limits may be disqualified. Sponsor is not responsible for Entries that are lost, late, misdirected, ineligible, and/or incomplete due to mail delivery service, computer or electronic malfunction, or other error. Sponsor reserves the right to disqualify any Entry, at its sole discretion, that is not in compliance with these Official Rules. Entries will not be acknowledged or returned. Each Entry must be made in accordance with these Official Rules, including the Content Restrictions described below, and, if applicable, must also conform to the rules of the platform on which it is made (*i.e.*, Facebook). In the event of a dispute concerning the identity of any Participant submitting an Online Entry, the relevant Entry will be deemed submitted by the authorized holder of the applicable Facebook account used to enter.

5. Winner Selection

On December 10, 2020, all qualifying Entries received during the Sweepstakes Period will be collected, and three winners will be randomly selected from the eligible Entries. The drawing will be conducted under the direction of Sponsor, whose decisions are final and binding in all matters relating to the Sweepstakes. Winning is contingent

upon the Participant fulfilling all requirements of these Official Rules. Actual odds of winning depend on the total number of Entries received during the Sweepstakes Period.

6. Winner Notification

Sponsor will attempt to notify the potential winning Participants via direct message to each applicable Participant's social media account for On-Line Entries or via telephone for all Mail-In Entries. Each potential winning Participant must respond within 48 hours after Sponsor's first attempt to contact the Participant and must sign and return the Prize Verification Forms (defined below) within the time period indicated by Sponsor, otherwise the Prize will be forfeited. In the event that a potential winning Participant cannot be contacted or does not respond within the designated period of time, such potential winning Participant will be disqualified and another potential winning Participant may be selected using the same procedures stated above from the remaining eligible Entries received or Sponsor may cancel the Sweepstakes in its sole discretion.

7. Prizes

(7.1) Three nominees will be selected from the qualifying Entries. The "**Nominee**" winners will receive the following items, referred to herein as the "**Prize(s)**":

- (a) \$150 gift card to preferred grocery store
- (b) Promotional branded SWAG including butcher's apron and tote
- (c) A prize pack of Pioneer® products, valued at \$25.

(7.2) The person who nominated one of the three winners (as outlined in point 7.1) will be selected from the qualifying Entries. Each nominator of the winning nominees will receive the following items, referred to herein as the "**Prize(s)**":

- (a) Promotional branded SWAG including butcher's apron and tote
- (b) A prize pack of Pioneer® products, valued at \$25.

Each winning Participant will receive only one item from the foregoing list of Prizes based on the order in which such Participant's Entry was selected as a winning Entry. No transfer, substitution, or cash equivalent for a Prize is allowed except at Sponsor's sole discretion. Each Prize is non-transferable and may not be given, bartered, substituted, sold, or exchanged for cash or another prize. Unused components of a Prize have no redeemable cash value. Sponsor reserves the right to substitute any listed Prize for one of equal or greater value for any reason.

8. Winner Verification and Prize Conditions

Each potential winning Participant will be required to sign and return to Sponsor any legal documents that Sponsor may require, including, but not limited to, a Winner's Affidavit (which may contain a publicity release) ("**Prize Verification Forms**"), within the amount of time specified in the communication by which Sponsor delivers the Prize Verification Forms to the potential winning Participant. If a potential winning Participant does not timely sign and return the Prize Verification Forms to Sponsor, or chooses not to accept the Prize, such potential winning Participant will be disqualified, and another potential winning Participant may be selected using the same procedures stated above from the remaining eligible Entries received or Sponsor may cancel the Sweepstakes in its sole discretion.

9. General Conditions

In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to, fraud, virus, bug, worm, unauthorized human intervention, or other technical problem, or in the event the Sweepstakes is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, Sponsor may, in its sole discretion, either (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules, (b) terminate the Sweepstakes and, in the event of termination, award the Prize at random from among the eligible,

non-suspect Entries received up to the time of the impairment, or (c) cancel the Sweepstakes. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. **Any attempt by any person to damage the platform or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.**

10. Publication and License

By submitting an Entry, each Participant: (a) represents and warrants to C.H. Guenther that the Entry is an original work and that Participant owns all right, title, and interest in the Entry as of the date of submission, or that Participant has all necessary rights and authorizations to submit the Entry for possible use as provided herein, including the express permission of all individuals who appear in such Entry or whose content or materials appear or are embodied in the Entry; (b) represents and warrants to C.H. Guenther that the Entry does not violate these Official Rules or infringe upon the copyrights, trademarks, rights of privacy, publicity, or other intellectual property or other rights of any person or entity; and (c) grants to C.H. Guenther an irrevocable, perpetual, worldwide, royalty-free, unlimited, freely transferable right and license to use, edit, modify, duplicate, license, and/or create derivative works from the Entry for any and all purposes, in any and all media, whether now known or hereafter devised. In addition, and except as prohibited by law, each winning Participant of the Sweepstakes grants to C.H. Guenther an irrevocable, perpetual, worldwide, royalty-free, unlimited, freely transferable license to print, publish, display, broadcast, distribute, reproduce, use, and otherwise exploit the Participant's name, voice, statement, picture, or other likeness, without additional compensation, in any media now known or hereinafter known for any purpose whatsoever, including public relations, advertising, and promotional purposes, as may be determined by C.H. Guenther. Nothing herein will obligate C.H. Guenther to make any use of any of the rights set forth herein.

11. Content Restrictions

Participants must not include any of the following content ("**Restricted Content**") in their Entries: (a) anything that is not in keeping with the reputation and image of C.H. Guenther or its various brands of products and services; (b) anything that is obscene, indecent, or sexually explicit or suggestive; (c) anything that may be considered offensive to individuals of any age, race, ethnicity, national origin, religion, sexual orientation, or other protected class or to persons who are disabled; (d) anything that infringes, violates, or misappropriates any person's or entity's personal or proprietary rights (including copyrights, trademarks, or other intellectual property rights); (e) anything that defames or invades the publicity or privacy rights of any person, living or deceased; (f) any threats to any person, place, business, group, or entity; (g) anything that depicts illegal or violent acts; (h) anything that is libelous, hateful, or slanderous; (i) anything that depicts or references tobacco, alcohol, drugs, dangerous stunts, or weapons of any kind, including, but not limited to, guns, knives, or projectiles; and (j) any images of individuals under legal age of majority, except if the Participant has obtained a signed release from such individual's parent or legal guardian. Any Entry with Restricted Content shall be disqualified and ineligible to participate in or win the Sweepstakes. The determination of whether content submitted by a Participant is Restricted Content will be made in Sponsor's sole and absolute discretion and Sponsor's determination that content is Restricted Content shall be final and binding in all respects.

12. Release and Limitations of Liability

By participating in the Sweepstakes, Participants agree to release and hold harmless Sponsor and its parents, subsidiaries, affiliates, advertising and promotion agencies, the companies identified in Section 13 below, and any other companies associated with the Sweepstakes, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the "**Released Parties**") from and against any claim, cause of action, judgement, costs, damages, losses, expenses, and liabilities, whether arising under a theory of contract, warranty, tort, strict liability, product liability, or any other theory, that may be suffered by Participant or any third party as a result of participation in the Sweepstakes; acceptance, receipt, use or nonuse of a Prize (including any travel or activity related thereto); C.H. Guenther's use of Participant's name, voice, statement, picture, or other likeness; or C.H. Guenther's use of the Entry as permitted hereunder (including, but not limited to, claims of false endorsement or infringement of rights of publicity or privacy), even if such harm is caused solely by the recklessness, negligence, or fault of one or more Released Parties. The Released Parties are not responsible for any claims, damages,

expenses, costs, or losses to any person (including death) or property of any kind resulting from or arising from or in connection with, in whole or in part, directly or indirectly: (a) any technical errors associated with the Sweepstakes, including lost, interrupted, or unavailable Internet Service Provider, network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions, or computer hardware or software malfunctions, failures, or difficulties; (b) unauthorized human intervention in the Sweepstakes; (c) mechanical, network, electronic, computer, human, printing, language-translation, or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Sweepstakes, including, without limitation, errors that may occur in the administration of the Sweepstakes, the announcement of the winning Participants, or the processing of Entries; or (f) injury, death, losses, or damages of any kind to persons or property that may be caused, directly or indirectly, in whole or in part, from participation in the Sweepstakes or acceptance, receipt, or misuse of a Prize. Participant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Participant be entitled to receive attorneys' fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Participant waives all rights and claims to special, incidental, punitive, consequential, direct, or indirect damages, whether foreseeable or not, and whether based on negligence or otherwise. Some jurisdictions may not allow limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties, so some of the above limitations or exclusions may not apply to all Participants. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

13. Third-Party Trademarks; Additional Releases and Disclaimers

Any third-party trademarks used in this promotion are the property of the respective trademark owners and are used for identification purposes only. This promotion is in no way sponsored, endorsed, administered by, or associated with such third parties unless specifically stated otherwise. Without limiting the foregoing in any way, by participating in the Sweepstakes, Participants agree and acknowledge that Facebook and Instagram are not Sponsors of this Sweepstakes. Participants further agree to release and hold harmless Facebook and Instant Brands from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the Prize.

14. Disputes

Except where prohibited by law, each Participant agrees that any and all disputes, claims, and causes of action arising out of, or connected with, the Sweepstakes or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Bexar County, Texas. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, Participant's rights and obligations, or the rights and obligations of C.H. Guenther in connection with the Sweepstakes or any Entry, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules that would cause the application of the laws of any jurisdiction other than the State of Texas.

15. Privacy

Information collected from Participants is subject to Sponsor's privacy policy, which can be found at <https://chg.com/privacy-policy/>.

16. Winner List

The names of the persons who submitted the winning Entries can be obtained by sending a request with a self-addressed, stamped envelope to: C.H. Guenther & Sons, Attn: Customer Service, 2201 Broadway, San Antonio, Texas 78215. All requests must be received within 60 days after the Sweepstakes ends.