

PIONEER'S CHIEF GRAVY GURU CONTEST
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. RESIDENTS OF RHODE ISLAND ARE NOT ELIGIBLE TO PARTICIPATE. ONLY THE FIRST 170 VALID SUBMISSIONS WILL BE ACCEPTED FOR THE CONTEST. SUBMISSIONS MADE AFTER THE 170TH VALID SUBMISSION IS RECEIVED ARE VOID AND WILL NOT BE PART OF THE CONTEST.

Pioneer's Chief Gravy Guru Contest (the "**Contest**") is sponsored by C.H. Guenther & Son LLC located at 2201 Broadway, San Antonio, Texas 78215 ("**Sponsor**"). Sponsor and its licensees, parents, subsidiaries, affiliates, successors, and assigns are referred to throughout these Official Rules as "**C.H. Guenther**".

1. Eligibility

Entries for the Contest may be submitted by any legal resident of the 50 United States or the District of Columbia, unless otherwise excluded herein or 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 Contest, 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 Contest. The Contest is subject to federal, state, and local laws and regulations and is void where prohibited or restricted by law.

2. Agreement to Official Rules

By submitting a Submission (defined below), Participant (defined below) fully and unconditionally agrees to and accepts these Official Rules and the decisions of Sponsor, which are final and binding. Winning a Prize (defined below) is contingent upon the Participant being compliant with these Official Rules and fulfilling all other requirements set forth herein.

3. How to Enter

To enter the Contest, an individual must submit the following items through the online form found at www.chiefgravyguru.com (the "**Submission**"): (1) contact information including full name, telephone number, and email address; (2) an original recipe for a food item using a Pioneer® gravy mix, which recipe must contain an accurate list of type and amounts of all ingredients used in the recipe and the steps necessary to prepare the food item so that the recipe may be reproduced for third parties to attempt to replicate; (3) a photo of the completed food item made using the recipe; (4) a "head shot" photo of the entrant; and (5) an explanation of no more than 500 words about why you should be the Chief Gravy Guru. Each person submitting a Submission will be

considered a “**Participant**”. Only one entry per Participant is allowed. Submissions will not be acknowledged or returned. Only the first 170 valid Submissions received by Sponsor during the Submission Period will be accepted for the Contest. To be considered a valid Submission, the submission must be complete with all of the required components listed in this Section and must otherwise fully comply with these Official Rules. Incomplete submissions and submissions that do not fully comply with these Official Rules are void and will not be considered Submissions under these Official Rules.

4. Submission Period

Participants may submit Submissions beginning at 11:00 a.m. ET on October 6, 2021 and continuing through 11:00 p.m. ET on October 25, 2021 (the “**Submission Period**”). The first 170 valid Submissions that are received by Sponsor during the Submission Period will be automatically entered into the Contest. Submissions received before or after the Submission Period will be disqualified. Submissions will be accepted online throughout the Submission Period only using the method described in Section 3, above. Determination of the first 170 valid Submissions will be done on a first-received basis and may not occur until after the Submission Period. Sponsor may not provide notice that 170 valid Submissions have been received before the end of the Submission Period and disclaims any obligation to do so.

5. Selection of Gravy Guru Competitors

The first 170 valid Submissions made during the Submission Period will be collected and judged by a panel of judges employed by Sponsor based on the following criteria:

- 50% Ease, Accuracy, Creativity, Relevancy, and Clarity of Recipe (“**Recipe Score**”)
- 30% Quality and Relevancy of Photography (“**Photography Score**”)
- 20% Interestingness, Relevancy, and Authenticity of Story (“**Story Score**”)

Using the foregoing criteria, the judges will determine the eight Submissions with the highest total scores, and the Participants submitting those Submissions will be potential “**Gravy Guru Competitors**” in the Gravy Guru Bracket Competition more fully described in Section 7, below.

In the event of a tie during the judging to select the Gravy Guru Competitors, the following “**Tie-Breaking Procedures**” will be employed: The Submission with the highest Recipe Score shall be considered the higher scoring entry. In the event any Submissions remain tied (*i.e.*, the Submissions have identical Taste Scores), the Submission with the highest Photography Score shall be considered the higher scoring Submission. Should any Submissions still remain tied, the Submission with the highest Story Score shall be considered the higher scoring Submission. Should any ties remain, the earliest Submission received by Sponsor of those Submissions that remain tied will

be considered the higher scoring Submission.

Judging will be conducted under the direction of Sponsor, whose decisions are final and binding in all matters relating to the Contest.

6. Notification and Qualification of Gravy Guru Competitors

Sponsor will attempt to notify the potential Gravy Guru Competitors via direct message to the Participants' respective e-mail accounts. To move forward to the Gravy Guru Bracket Competition, defined below, potential Gravy Guru Competitors must: (a) complete an Affidavit of Eligibility, Liability, and Publicity Release (unless prohibited by law) and any other documents required by Sponsor within 48 hours from the time of initial notification of selection as a potential Gravy Guru Competitor, and (b) if Sponsor so elects, submit to and cooperate with a confidential background check to confirm eligibility and ensure that the use of any potential Gravy Guru Competitor in advertising or publicity for the Promotion will not bring Sponsor into public disrepute, contempt, scandal, or ridicule or reflect unfavorably on the Promotion or the Sponsor, as determined by the Sponsor in its sole discretion. Potential Gravy Guru Competitors understand and agree that Sponsor may disqualify a Gravy Guru Competitor from the Contest based on the results of the background check or a Gravy Guru Competitor's refusal or failure to timely comply with requests made by Sponsor under these Official Rules.

If any potential Gravy Guru Competitor is disqualified or withdraws from the Gravy Guru Bracket Competition prior to the beginning of Round One Voting and there is sufficient time for Sponsor to replace such potential Gravy Guru Competitor, then Sponsor may select a new Gravy Guru Competitor using the next highest score determined under Section 5, above, until eight Gravy Guru Competitors are fully-qualified to participate in the Gravy Guru Bracket Competition. If any Gravy Guru Competitor is disqualified or withdraws from the Gravy Guru Competition prior to the beginning of Round One Voting and there is not sufficient time for Sponsor to replace such potential Gravy Guru Competitor or if any Gravy Guru Competitor is disqualified or withdraws from the Gravy Guru Competition at any time after the beginning of Round One Voting, the Gravy Guru Competitor against whom the disqualified or withdrawn Gravy Guru Competitor was matched in the applicable round of the Gravy Guru Bracket Competition will be declared the winner of that round.

7. Gravy Guru Bracket Competition

The eight Gravy Guru Competitors selected in accordance with Sections 5 and 6, above, will compete in a head-to-head bracket-style public voting competition featuring elements of the Submissions of the Gravy Guru Competitors ("the **Gravy Guru Bracket Competition**") and conducted on Sponsor's website at www.chiefgravyguru.com ("the **Website**"). The initial bracket will be seeded by Sponsor, and all seedings are conducted at Sponsor's sole discretion.

7.1 Voting. Eligible voters for the Gravy Guru Bracket Competition must not

be minors in their state of residence, must be at least 18 years old at the time of voting, and must be individuals acting of their own volition and in compliance with these Official Rules (a “**Voter**”). Voters may click on the Website to submit a vote during the Gravy Guru Bracket Competition dates and times set forth in Section 7.2, below. Voters must provide contact information, including their name and e-mail address, in order to vote in the Contest (see Section 15, below). If a Voter chooses to vote via mobile device, the Voter will be responsible for all text, data fees, and related charges that may apply as assessed by the voter’s mobile provider. Only one vote per Voter per round is permitted. Votes received in excess of the stated limitation will be void. Gravy Guru Competitors are prohibited from obtaining votes by any fraudulent or inappropriate means as determined by Sponsor in its sole discretion including, without limitation, offering prizes or other inducements to members of the public and/or using any websites or online forums designed to induce individuals or provide other incentives to vote for his/her Submission. All votes are subject to final verification by Sponsor. Use of script, macro, bots, or other automated systems to vote or with the intent to impair the integrity of the voting process is prohibited, and all such votes will be void. Discovery by Sponsor of material evidence of attempt(s) to use bots or automatic devices, third-party services, incentives, bribes, vote-swapping sites, redirect links, disguised or fraudulent links, or other tactics to place impermissible votes will result in disqualification of the responsible Voter from participation in the Contest, and may result in further investigations by Sponsor regarding potential coordination with a Gravy Guru Competitor. Coordination or encouragement of improper voting by or with a Gravy Guru Competitor violates the spirit of sportsmanship for this Contest and may subject the applicable a Gravy Guru Competitor to disqualification, in Sponsor’s sole discretion. Sponsor reserves the right to choose an alternative Prize winner if, in its sole discretion, it determines that there are voting irregularities or other unsportsmanlike conduct on the part of the applicable Gravy Guru Competitor(s) or Voters.

7.2 Contest Process. At the beginning of each round (defined below), Sponsor will display the bracket for that round along with portions of the remaining Chief Gravy Guru Competitors’ Submissions, consisting of some or all of the following (in Sponsor’s discretion): first names, recipe names, “head shot” photos, recipe photos, and all or part (i.e., a summary created by Sponsor) of the Submission explaining why the Participant should be the Chief Gravy Guru.

- Round One Voting Period. All eight Gravy Guru Competitors will be featured on the Website between November 1, 2021 at 10:00 a.m. CT and November 7, 2021 at 10:00 a.m. CT. During this Round One Voting Period, Voters will be invited to visit the Website and vote one time per round. The Gravy Guru Competitor in each head-to-head bracket match-up with the most valid votes during the Round One Voting Period (as determined by Sponsor) will have the opportunity to move on to the next round.

- Semi-Final Round Voting Period. The four Gravy Guru Competitors who advanced from Round One will be featured on the Website between November 8, 2021 at 10:00 a.m. CT and November 14, 2021 at 10:00 a.m. CT. During this Semi-Final Round Voting Period, Voters will be invited to visit the Website and vote one time per round. The Gravy Guru Competitor in each head-to-head bracket match-up with the most valid votes during the Semi-Final Voting Period (as determined by Sponsor) (as determined by Sponsor) will have the opportunity to move on to the next round.
- Championship Round Voting Period. The two Gravy Guru Competitors who advanced from the Semi-Final Round will be featured on the Website between November 15, 2021 at 10:00 a.m. CT and November 21, 2021 at 10:00 a.m. CT. During this Championship Round Voting Period, Voters will be invited to visit the Website and vote one time. The Gravy Guru Competitor in the head-to-head matchup with the most valid votes during the Championship Round Voting Period (as determined by Sponsor) will be the potentially winning Gravy Guru Competitor, contingent upon fulfilling all requirements of these Official Rules.

In the unlikely event of a tie in voting results during any of the rounds set forth above, the winner of the round will be the Gravy Guru Competitor with the higher overall score as determined by the initial judging conducted under Section 5 of these Official Rules. Should any ties remain, the Tie-Breaking Procedure identified in Section 5, herein, will be followed in order to determine the winner of the round.

7.3 Winner Notification

Sponsor will attempt to notify the potentially winning Gravy Guru Competitor via direct message to the Gravy Guru Competitor's email following conclusion of the Gravy Guru Bracket Competition. The potentially winning Gravy Guru Competitor must respond within 48 hours after Sponsor's first attempt to contact Gravy Guru Competitor 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 a potentially winning Gravy Guru Competitor cannot be contacted or does not respond as required by these Official Rules in the designated period of time, such potential winning Gravy Guru Competitor will be disqualified and the other finalist in the Championship Round may be selected or Sponsor may choose an alternative Prize winner or may cancel the Contest in its sole discretion.

7.4 Prize

One winner will be chosen as described in Sections 7.2 and 7.3, above, for a total of one prize awarded. The Chief Gravy Guru Contest winner will receive \$5,000 ("the **Prize**"). All federal, state, and local taxes and all other costs associated with prize

acceptance and use not specified herein as being provided are the sole responsibility of the Prize winner. Sponsor reserves the right to substitute the Prize or any portion of the Prize for one of equal or greater value for any reason.

8. Winner Verification and Prize Conditions

In addition to the other requirements stated in Sections 6 and 7.3, above, the potential winning Gravy Guru Competitor will be required to sign and return to Sponsor any legal documents that Sponsor may require to be adjudged the winner, including, but not limited to, a Winner's Affidavit, which may contain a liability release and a publicity release and license consistent with the terms of Section 10, below, and any necessary tax documents (collectively, "**Prize Verification Forms**"), within the amount of time specified in the email or other notice by which Sponsor delivers the Prize Verification Forms to the potential winning Gravy Guru Competitor.

9. General Conditions

In the event that the operation, security, or administration of the Contest 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 Contest 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 Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules, or (b) terminate the Contest and, in the event of termination, award the Prize based on the highest scoring Submission made before the time of the impairment or elect not to award the Prize to anyone. 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 Contest 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 Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages (including attorneys' 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 posting a Submission, each Participant: (a) represents and warrants to Sponsor that the Submission is an original work and that the Participant owns all right, title, and interest in and to the Submission as of the date such Submission is submitted or has all necessary rights and authorizations to submit the Submission and the express permission of all individuals and for all content and materials embodied in the Submission to submit the Submission for possible use as provided herein; (b) represents and warrants to Sponsor that the Submission 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 Submission for any and all purposes, in any and all media, whether now known or hereafter devised, including as necessary to conduct the Contest as described in these Official Rules. In addition, and except as prohibited by applicable law, each Gravy Guru Competitor 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 his or her 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 Sponsor. As further described in Sections 6 and 7.3 above, the Gravy Guru Competitors may be required to sign a publicity release and license confirming the foregoing grant of rights to C.H. Guenther as consideration for participation in the Contest and the possibility of winning a Prize. Nothing herein will obligate C.H. Guenther to make any use of any of the rights set forth herein.

11. Content Restrictions

Submissions must be made in the English language. Participants must not include any of the following content (“**Restricted Content**”) in their Submissions: (a) anything that is not in keeping with the reputation and image of the Sponsor brand 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 or dangerous stunts; (h) anything that is libelous, hateful, or slanderous; (i) anything that depicts or references tobacco, alcohol, drugs, 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 obtains a signed release from such individual’s parent or legal guardian. Any Submission that Sponsor determines includes Restricted Content shall be disqualified and ineligible to participate in or win the Contest. 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 Contest, Participants agree to release and hold harmless Sponsor, and its parent, subsidiaries, affiliates, advertising and promotion agencies, the entities identified in Section 13 below, any other entities associated with the Contest, 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 Contest, acceptance, receipt, use, or nonuse of the Prize, C.H. Guenther's use of the Participant's name, voice, statement, picture, or other likeness, or use of the Submission 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 Contest, including lost, interrupted, or unavailable Internet Service Provider, network, server, wireless service provider, or other connections; availability, accessibility, miscommunications, or failed computer, satellite, telephone, cellular tower, or cable transmissions or 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 Contest; (c) mechanical, network, electronic, computer, human, printing, or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winning Participant, or the processing of Submissions; 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 Contest 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 lesser of \$100 or the Participant's actual out-of-pocket cost of entering and participating in the Contest, and in no event shall the Participant be entitled to recover or 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 Contest. 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. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

13. Third-Party Trademarks and Additional Disclaimer

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 Contest, Participants agree and acknowledge that this promotion is in no way sponsored, endorsed, or administered by, or associated with Facebook, Instagram, or Pinterest, even if advertised on those platforms. Participants further hereby release and agree to hold harmless Facebook, Instagram, and Pinterest from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the Prize or any portion thereof.

14. Disputes

Except where prohibited, each Participant agrees that any and all disputes, claims, and causes of action arising out of, or connected with, the Contest 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 rights and obligations, or the rights and obligations of Sponsor in connection with the Contest or any Submission, 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/>. In addition, California residents may review their rights under the California Consumer Privacy Act at <https://chg.com/california-consumer-privacy-act/>. By submitting a Submission, Participant consents to receiving communications about the Contest from C.H. Guenther delivered to the e-mail address or phone number provided by Participant in the Submission. If, as part of the Submission or when casting a vote, Participant or Voter does not opt out of marketing communications, then she or he will also receive special offers, coupons, and other marketing messages about C.H. Guenther products, but subject to Sponsor's privacy policy.

16. Winner List

The name of winner of the Chief Gravy Guru Contest 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 Contest ends.