

**BIGGEST FANS OF SUMMER PROMOTION**  
**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.**

The Biggest Fans of Summer Promotion ("Promotion") is sponsored by Herr Foods Inc. ("Sponsor"), 20 Herr Drive, P.O. Box 300, Nottingham, PA 19362, and is administered by Prize Logic, LLC, ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. PROMOTION PERIOD:** The Promotion begins on June 12, 2020 at 12:00 PM (noon) Eastern Time ("ET") and ends on September 30, 2020 at 11:59:59 PM ET ("Promotion Period"). The Promotion consists of an "Instant Win Game" and a "Sweepstakes." The Administrator's computer is the Promotion's official clock.
  
- 2. ELIGIBILITY:** This Promotion is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Sponsor, Administrator, Quench, Pavone Marketing Group, and any of their respective owners, parent companies, affiliates, directors, subsidiaries, franchisees, representatives, advertising, promotion and production agencies, agents (collectively, the "Promotion Entities") and their immediate family members (*i.e.*, spouse, parent, child, sibling, and the "steps" of each) and persons living in the same household of each are not eligible to participate in the Promotion. Void where prohibited or restricted by law. All federal, state and local laws apply.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. For purposes of the Promotion, an entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical address or e-mail address. If it is discovered or suspected that an entrant has registered or attempted to register for the Promotion using multiple e-mail addresses or multiple identities, all of that entrant's entries will be declared null and void and any prize an entrant might have been entitled to win will not be awarded and may be revoked. Use of any automated system or any like methods to participate in the Promotion is prohibited and will result in disqualification of any entrant attempting such use.

- 3. HOW TO PARTICIPATE:** During the Promotion Period, eligible entrants must visit [www.summer.herrs.com](http://www.summer.herrs.com) ("Website") and complete and submit the registration form including, but not limited to, his/her first and complete last name (no initials), valid e-mail address, phone number, street address (no P.O. Boxes will be allowed), city, state, and zip code. After registering or logging-in the entrant must then follow the on-screen instructions to play the Instant Win Game ("Game Play"). After the Game Play, the entrant will receive notification on the Website screen as to whether he/she is a potential "Instant Winner" ("Notification"). Each entrant will automatically receive one (1) entry into the Sweepstakes after the first time playing the Instant Win Game. Each entrant who receives a winning Notification will be deemed a potential Instant Winner subject to verification of the entrant's eligibility and compliance with these Official Rules, as determined by Sponsor in its sole discretion. An entrant is not a winner

of any prize, even if the Notification should so indicate, unless and until entrant’s eligibility and the potential winning Game Play have been verified and entrant has been notified that verification is complete. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any Game Play that occurs after the system has failed for any reason is deemed a defective play, is void, and will not be honored.

During the Promotion Period, an entrant may also text HERRS (“Keyword”) to 87654 (“Short Code”) to obtain a link to the Website. **Note that an entrant cannot participate in the Promotion solely by texting the Keyword to the Short Code. Message and data rates may apply for each text message sent or received.** Not all mobile telephone providers carry the service necessary to access the Website. Entrants should consult their wireless providers’ pricing plans. An entrant may, at any time, choose to stop participating in this Promotion by sending an opt-out text message stating “STOP HERRS” to the Short Code. If an entrant sends an opt-out text message, he/she will be sent a reply text message, which will confirm that he/she has been unsubscribed and will receive no further text messages. For help, text the word “HELP HERRS” to the Short Code. Each text must be manually key-stroked/entered by the entrant.

**LIMIT:** There is a limit of one (1) Game Play per day, and one (1) Sweepstakes total, during the Promotion Period. A “day” is defined as starting at 12:00 AM (midnight) ET and ending at 11:59:59 PM ET on each calendar day during the Promotion Period, except on June 12, 2020 when the day will start at 12:00 PM (noon) ET and end at 11:59:59 PM ET. In the event that a household enters the Promotion using more than five (5) unique e-mail addresses, all of the Game Plays/entries associated with that household (determined by Sponsor or Administrator in their sole discretion) may be disqualified.

**4. RANDOM DRAWING:** On or about October 1, 2020, Administrator will randomly select one (1) potential Sweepstakes winner from among all eligible entries received during the applicable Promotion. The selected winner is a potential winner, pending verification of eligibility and compliance with these Official Rules, as determined by Sponsor and Administrator, in their sole and absolute discretion.

**5. PRIZES, ODDS OF WINNING, AND APPROXIMATE RETAIL VALUE (“ARV”):**

**A. Instant Win Game Prizes:** The following Instant Win Game prizes are available during the Promotion Period (“Instant Win Game Prizes”):

<b>Number of Winners/Quantity</b>	<b>Instant Win Game Prize Description</b>	<b>ARV (each)</b>
10	One (1) cash award of \$150, A Herr’s Prize Pack (ARV: \$21) and One (1) Year streaming subscription (streaming service determined by Sponsor in its sole discretion) (ARV: \$109)	\$280
10	Herr’s chips for one (1) year – awarded as fifty-two (52) coupons each good for \$4.50	\$234
10	Herr’s swag (selected by	\$50

	Sponsor in its sole discretion)	
10,000	One (1) FREE coupon for any Herr's product up to a maximum value of \$4.50	\$4.50

**B. Sweepstakes Prize (1):** The Sweepstakes prize is \$10,000 ("Sweepstakes Prize"). There will be one (1) Sweepstakes Prize. The ARV of the Sweepstakes Prize is \$10,000.

**C. Total ARV:** The total ARV of all available prizes in the Promotion is \$60,640.

**D. Odds of Winning/Limit:** The odds of winning the Sweepstakes Prize depend on the total number of eligible Sweepstakes entries received during the applicable entry period. The odds of winning an Instant Win Game Prize depend on when the entrant completes a Game Play. Instant Prizes will be made available at random times throughout the Promotion Period. To be a potential winner of an Instant Win Game Prize, an entrant's Game Play must have occurred either at the exact randomly predetermined winning time as determined by Sponsor and/or Administrator. If a Game Play does not occur at the exact randomly predetermined winning time, then the next entrant's Game Play to occur after that time will be deemed a potential Instant Winner. The number of Instant Win Game Prizes available to be won will decrease during the Promotion Period as prizes are awarded and claimed. There is a limit of one (1) Sweepstakes Prize and one (1) Instant Win Game Prize per person during the Promotion Period.

**6. HOW TO CLAIM A PRIZE:** After the random drawing, Administrator will notify the potential Sweepstakes Prize winner via e-mail at the e-mail address provided at the time of registration. Before being declared the winner of the Sweepstakes Prize, the potential Sweepstakes Prize winner will be required to execute an Affidavit of Eligibility/Liability & Publicity Release and tax acknowledgment ("Affidavit"). The potential Sweepstakes Prize winner must return a fully executed and notarized Affidavit to the Sponsor or its authorized designee within ten (10) calendar days from the date it is postmarked as being sent to the potential winner or the prize may (in Sponsor's sole discretion) be forfeited. All potential prize winners may be requested to provide additional documentation for verification purposes. If the potential Sweepstakes Prize winner or a potential Instant Winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a prize, or in the event that the potential winner fails to provide any requested documentation or an executed and notarized Affidavit within the ten (10) calendar day deadline (if applicable), the prize may be forfeited. If a prize is forfeited, the prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries (or non-winning Game Plays), as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded. Prizes will be mailed or emailed to verified winners at the street address or email address provided at the time of registration within approximately 6 to 8 weeks from the end of the Promotion. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any prize won. Sponsor will issue an IRS Form 1099-MISC to each winner whose prize is valued at \$600 or more.

Sponsor will attempt to notify each potential winner as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Promotion e-mail, including any winner notification e-mail, to a spam or junk folder. Prizes that are

unclaimed, unredeemed, or returned as undeliverable will not be awarded. The right to receive a prize is non-assignable, non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a prize or force majeure, at Sponsor's sole and absolute discretion. Promotion Entities shall not be held responsible for any delays in awarding the prize for any reason.

- 7. LIMITATION OF LIABILITY:** By participating in this Promotion entrants agree that the Promotion Entities and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents ("Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, postage due, or undeliverable e-mail notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/Website/use net accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any Website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Promotion and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Website or any Promotion-related website(s). The Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Promotion and/or accepting or using a prize. The Released Parties shall not be responsible or liable for entries that are entered by any automated computer, program, mechanism or device, for any entries in excess of the stated limit or for entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such entries may, in Sponsor's sole discretion, be disqualified.

If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of winners in a manner it deems fair and reasonable including the selection of the winners from among eligible Game Plays/Sweepstakes entries and bonus Sweepstakes entries received prior to such cancellation, termination, modification or suspension. In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winners. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more prizes are claimed than are intended to be awarded according to these Official Rules, the intended prizes will be awarded in a random drawing from among all verified prize claims received.

By entering the Promotion, each entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules;

(iii) to waive all of his or her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Promotion, including but not limited to any Promotion-related activity or element thereof, and the entrant's Game Plays/Sweepstakes entries, participation or inability to participate in the Promotion, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Official Rules or any Promotion materials, (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof), (e) any change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation or modification of the Promotion, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of any Game Play/Sweepstakes entry (including, without limitation, the registration information or any parts thereof), (i) any technical malfunctions or unavailability of the Website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant, (j) interruption or inability to access the Promotion, the Website or any other Promotion-related websites or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to entrant's (or any third person's) equipment used to access the Promotion and/or its contents related to or resulting from any part of the Promotion, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (o) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof), or (p) the negligence or willful misconduct by entrant.

Without limiting the foregoing, everything regarding this Promotion, including the Website and prize components, are provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages or exclusions 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.

- 8. DISPUTES: THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. 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 MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. 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 ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROMOTION PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

9. **PRIVACY:** Sponsor's privacy policy is available at <https://www.herrs.com/privacy-policy/>.
10. **PUBLICITY RIGHTS:** By participating in the Promotion and/or accepting a prize, each entrant agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use his or her name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, worldwide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.
11. **GENERAL:** Any attempted form of participation in this Promotion other than as described herein is void. If it is discovered or suspected in Sponsor's sole and absolute discretion that an entrant has registered or attempted to register more than once using multiple e-mail addresses, accounts, multiple identities, proxy servers or like methods, all of that entrant's Game Plays/Sweepstakes entries will be declared null and void, and that entrant will be ineligible to win a prize. Also, if it is discovered that any entrant attempts to receive additional Game Plays/Sweepstakes entries in excess of the stated limitation, that entrant may, in Sponsor's sole discretion, be disqualified from the Promotion. In the event of a dispute as to the identity of a winner, the winning Game Play/Sweepstakes entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such Game Play/Sweepstakes entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor and Administrator reserve the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Promotion, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Promotion. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same.  
**CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A**

**VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. Sponsor's and/or Administrator's interpretation of these Official Rules is final and binding in all matters related to the Promotion. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All Game Plays/Sweepstakes entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Official Rules shall prevail.

**12. WINNERS LIST:** To obtain a list of winners, mail a self-addressed, stamped business-sized envelope to: Biggest Fans of Summer Promotion - Winners List Request, P.O. Box 251328, West Bloomfield, MI 48325. Winners List requests must be received by December 1, 2020.

Customer Service inquiries may be made at [Contact Us](#).

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