KRETSCHMAR'S[®] "SHARING THE LEGEND" SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. SWEEPSTAKES DESCRIPTION: Kretschmar's[®] "Sharing the Legend" Sweepstakes (the "Sweepstakes") begins on 11/22/21 at 12:00:00 AM Mountain Time ("MT") and ends on 12/30/21 at 11:59:59 PM (MT) (the "Sweepstakes Period"). The Sweepstakes Period includes a gualifying purchase period which begins on 11/22/21 at 12:00:00 AM (MT) and ends on 12/26/21 at 11:59:59 PM (MT) ("Qualifying Purchase **Period**"). Participation in the Sweepstakes does not constitute participation in any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Smithfield Packaged Meats Sales Corp., 111 Commerce St., Smithfield, VA 23430 ("Sponsor"), which shall be final and binding in all respects. The administration of the Sweepstakes will be conducted by TPG Rewards, Inc., 19790 West Dixie Hwy, Suite 808, Aventura, FL 33180 ("Administrator").
- 2. ELIGIBILITY: Open only to legal United States residents residing in Arizona, New Mexico, Nevada, Texas, and/or Utah (Albertsons SW region), who are eighteen (18) years of age or older at the time of entry. Employees, officers and directors of Sponsor, Administrator and each of their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers, directors and employees (collectively, the "Sweepstakes Entities") and the immediate family members, and/or those living in the same household of each, are ineligible to enter the Sweepstakes or win a prize. Sweepstakes is void where prohibited by law.

3. HOW IT WORKS:

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

- A) With Purchase: During the Qualifying Purchase Period,
- BUY any one of the participating (1) Kretschmar[®] Deli brand meats and/or deli cheese products listed below at a participating Albertsons and/or Safeway store in Arizona, New Mexico, Nevada, Texas and/or Utah (each a "Qualifying Purchase"). <u>Note</u>: Product returns/exchanges and rainchecks from before the Sweepstakes Period do not constitute a Qualifying Purchase and will not qualify as an entry into this Sweepstakes;
- **SNAP** a picture of your entire receipt showing Qualifying Purchase and **UPLOAD** it at <u>www.SharingTheLegend.com</u> ("**Website**") by the end of the Sweepstakes Period. ANY RECEIPT SUBMISSIONS UPLOADED AFTER THE END OF THE

SWEEPSTAKES PERIOD WILL NOT BE ACCEPTED. EVEN IF PURCHASE WAS MADE DURING QUALIFYING PURCHASE PERIOD AND IS OTHERWISE IN COMPLIANCE WITH THESE OFFICIAL RULES. Data rates may apply for submissions made via mobile device. Check with your wireless service provider for any applicable rates and fees. Only Qualifying Purchases are valid for this offer. Photo must include the entire receipt from top to bottom, including all four (4) corners. Be sure that the required information is captured in the receipt, which includes retailer name, date of purchase, time of purchase, receipt total and at least one (1) Participating Product/UPC code from a Qualifying Purchase ("Required Information"). All Required Information must be legible in your image(s). For longer receipts, you may submit a picture of the receipt folded ensuring that it shows the Required Information. Blurry and/or unreadable receipt images will be rejected. Star the Qualifying Purchase on your receipt for quicker verification. ALL SUBMISSIONS ARE SUBJECT TO VALIDATION BY ADMINISTRATOR ON BEHALF OF SPONSOR; IF SUBMISSION IS NOT VALIDATED, YOU WILL NOT RECEIVE AN ENTRY. For help. visit www.SharingTheLegend.com.

• **GET** one (1) entry into the Sweepstakes for each Qualifying Purchase received once your receipt is validated, subject to the entry limitations stated below.

Ham	
39073-90115	Black Forest Ham
39073-04201	Ham off the Bone
39073-04771	Honey Ham Off the Bone
39073-04211	Ham off the Bone Low Sodium
39073-04123	Honey Mesquite Tavern Ham
39073-04134	Brown Sugar Ham
39073-02161	Cooked Low Sodium
39073-04313	MC Maple&Brn Sugar Ham New Feb'19
39073-04314	MC Hot Honey Ham New Feb '19
<u>Turkey</u>	
39073-04208	Turkey Off the Bone
39073-04214	Honey Turkey off the bone
39073-92651	Bacon Encrusted Turkey
39073-93632	Browned Turkey Breast
39073-92645	Mesquite Smoked Turkey Breast
39073-92647	Oven Roast Turkey Breast Low Sodium
39073-92643	Black Pepper Turkey Breast
39073-04061	MC Applewood Smoked Turkey
39073-04050	MC Sun Dried Tomato Turkey
39073-04051	MC Santa Fe Turkey
39073-04055	MC Cajun Turkey Breast -New Feb'19
39073-68525	MC Maple Turkey Breast -New Feb'19

The following **Kretschmar**[®] products/SKUs ("**Participating Products**") are eligible for a Qualifying Purchase in the Sweepstakes:

CHICKEN	
39073-68520	Oven Roasted Chicken Breast
39073-68610	Herb & Garlic Chicken Breast
39073-68521	Buffalo Chicken Breast
39073-68522	Chicken Off the Bone
BEEF	
39073-92175	Roast Beef Med
39073-93024	Beef London Broil
39073-92177	Beef Pastrami
39073-92180	Corned Beef
39073-04215	Angus off the Bone Roast Beef
<u>CHEESE</u>	
39073-07514	Swiss Cheese
39073-07513	Muenster
39073-07517	Yellow American priced by the case
39073-07516	White American priced by the case
39073-07518	Provolone
39073-07550	Sharp Cheddar
39073-07511	Colby Jack
39073-07547	Smoked Gouda
39073-07512	Pepper Jack
39073-07510	Mild Cheddar
39073-07542	Havarti
39073-07551	MCT Lacey Swiss
39073-07532	MCT Horseradish Cheddar
39073-07533	MCT Habanero Jack

PRE SLICED		
39073-04255	Off the Bone Honey Ham PS	
39073-08151	Off the Bone Ham PS	
39073-08115	Off the Bone Chicken Breast PS	
39073-04257	Off the Bone Honey Turkey PS	
39073-08133	Off the Bone Turkey PS	
39073-07500	Mild Cheddar PS	
39073-07502	Pepper Jack PS	
39073-07504	Baby Swiss PS	
39073-07505	Provolone PS	
39073-04226	Pepperoni PS	
39073-04225	Hard Salami PS	
39073-04227	Genoa Salami PS	
39073-04325	Pepperoni GF Sliced	
39073-04331	Hard Salami GF Sliced	
SEMI DRY/TRAYS/FRANKS		
39073-01866	Beef Summer Sausage	
39073-01867	Garlic Beef Summer Sausage	
39073-07507	Party Tray Cheese Combo	
39073-01935	Braunschweiger	
70100-97130	Nathans Beef Franks PLU 12724	

B) Without Purchase: During the Sweepstakes Period, you may also enter without making a Qualifying Purchase by visiting <u>www.SharingtheLegend.com/amoe</u> and completing the mail-in entry form. Mail-in entrants will also need to include the code LEGEND, where indicated, on the form. Then, print out and mail in the completed mail-in entry form in an outer mailing envelope with sufficient postage affixed to the address listed in the mail-in form. Mail-in entry must be postmarked by 12/26/21 and received by 12/30/21. Sponsor is not responsible for lost, late, misdirected, illegible, incomplete, damaged, stolen, postage due or mutilated mail.

Except as contemplated in these Official Rules, personal information collected in connection with this Sweepstakes will be used in accordance with Sponsor's Privacy Policy as noted below in these Official Rules. Each receipt can only qualify for one (1) entry, and can only be submitted once (even if receipt indicates purchase or more than one (1) Qualifying Purchase). Limit one (1) entry per person, per week regardless of method of entry for the Sweepstakes Period. For purposes of these Official Rules, a "week" is defined as a standard calendar 7-day period beginning on a Monday ending on a Sunday, as determined by the postmark or electronic entry time stamp based on MT (as applicable). Entrants that mail-in an entry are permitted two (2) entries postmarked on a Monday during the Promotion Period; one (1) entry will be submitted for the Sunday prior to the Monday associated with the postmark and one (1) entry will be

4. **RANDOM DRAWING**: Two (2) potential winners will be selected in a random drawing on or about 1/4/22 from among all eligible entries received for the

respective Key Retail Account/District from all methods combined by Sponsor or its designee.

5. **WINNER NOTIFICATION**: Each potential prize winner will be notified by email and/or phone, using contact information provided or collected at the time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within five (5) days of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. Sponsor, in its sole discretion, will attempt to contact up to one (1) potential winner of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such prize will be forfeited and an alternate prize winner may be selected. Potential prize winner will be required to sign and return a notarized Affidavit of Eligibility/Liability Release and, where permitted by law, Publicity Release within ten (10) days after first notification attempt. If any prize notification or prize is returned as non-deliverable, prize may be forfeited. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such prize will be forfeited and an alternate prize winner may be selected.

6. PRIZES/APPROXIMATE RETAIL VALUES (ARV)/ODDS:

UNCLAIMED/UNREDEEMED PRIZE WILL NOT BE AWARDED

Two (2) <u>Grand Prizes are available</u>. Grand Prize consists of \$500 for the winner <u>and</u> \$500 to be donated on behalf of the winner to his/her choice of one (1) of the Sponsor's ten (10) select Charities (see below for list of available Charities) (ARV of Grand Prize to be awarded to each winner is \$500 / prize for winner and Charity will be awarded in the form of a check). Available Charities include – Pop Warner Little Scholars Inc., Good Sports, Girls on the Run, Young Arts Arizona Ltd., Education Forward Arizona, St. Mary's Food Bank, United Food Bank, El Pasoans Fighting Hunger, Three Square Food Bank and Help of Southern Nevada (each a "**Charity**", collectively, "**Charities**"). Odds of winning depend on the total number of eligible entries received from all methods combined. Limit one (1) prize person in any Kretschmar promotion in the last six (6) months. In the event that a randomly selected entrant has previously won a prize in a different Kretschmar promotion in the last six (6) months, the entrant will be deemed as ineligible and up to one (1) alternate winner will be randomly selected in an effort to award the prize.

7. **GENERAL PRIZE CONDITIONS:** Prizes are non-transferable prior to awarding. Prize winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize.

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

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

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

If for any reason the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which

corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes; and/or to award the prizes from among all eligible nonsuspect entries received from all methods combined up to the action taken by the Sponsor provided a sufficient number of eligible entries have been received. Caution: Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent of the law.

- 10. GOVERNING LAW: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE COMMONWEALTH OF VIRGINIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.
- 11. **PRIVACY:** For information about how the Sponsor uses your personal information, please see its privacy policy, located at <u>www.kretschmardeli.com/privacy</u>.
- 12. WINNERS' LIST: Any legally required winner's list may be obtained by sending a self-addressed, stamped envelope to: Kretschmar's "Sharing the Legend" Attn: Winners List, 19790 West Dixie Hwy., Suite 808, Aventura, FL 33180. All such requests must be received within six (6) weeks after the end of the Sweepstakes Period.

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