The Eckrich "Million Dollar Challenge" Sweepstakes Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. EACH TEXT MESSAGE, SENT OR RECEIVED, MAY INCUR A CHARGE AS PROVIDED IN YOUR RATE PLAN. MESSAGE AND DATA RATES MAY APPLY. TEXT MESSAGING MAY NOT BE AVAILABLE THROUGH ALL WIRELESS CARRIERS.

1. <u>Eligibility</u>: The Eckrich "Million Dollar Challenge" Sweepstakes ("Sweepstakes") is only open to individuals who are legal residents of Illinois, Indiana, Kentucky, Michigan or Ohio and are at least eighteen (18) years old at the time of entry. Employees of Armour-Eckrich Meats LLC, Signature Sports Group Inc., Meijer Great Lakes Limited Partnership ("Meijer") and their parent, subsidiaries, affiliates, representatives, successors and assigns, agencies and promotional companies involved in this Sweepstakes, as well as immediate family (spouse, parents, siblings and children) and persons residing in the same household of each of the foregoing, are not eligible to enter or win. In addition, the following persons are not eligible to participate or win: (a) current or former professional or semi-professional football, baseball or softball players or coaches; (b) current or former high school or collegiate football, baseball or softball players or coaches who have played or coached at that level in the past five (5) years (includes Freshman, Junior Varsity and Varsity for both men and women); and (c) current or former Class A softball players or coaches who have played or coached at that level in the past five (5) years.

The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void in all states, territories and possessions, except Illinois, Indiana, Kentucky, Michigan and Ohio and where prohibited or restricted by law. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. Odds of winning the Grand Prize, the First Prize and the Second Prizes depend on the number of eligible Entries received (as such terms are defined herein). If selected as the Grand Prize winner, odds of winning a prize in the Pass Challenge (as defined herein) is 100 percent. Odds of winning the \$500,000 Annuity Prize in the Pass Challenge is contingent on successful completion of the Pass Challenge.

- **2. Sponsor:** Armour-Eckrich Meats LLC, 4225 Naperville Rd., Lisle, IL 60532. **Administrator:** Signature Sports Group Inc., 1300 South Mint Street, Suite 405, Charlotte, NC 28203.
- **3. Timing:** The entry period for the Sweepstakes begins on July 26, 2015 at 12:00:01 am Central Time ("CT") and ends on August 22, 2015 at 11:59:59 PM CT (the "Promotion Period").

- **4.** How to Enter the Sweepstakes: As detailed below, there are two (2) ways to enter the Sweepstakes:
- (A) Text Message: During the Promotion Period, send a text message to the shortcode designated by Sponsor with the word "ECKRICH" from your 2-way text messaging capable wireless phone. Once you send the text message, your response will be automatically logged and you will receive one (1) original entry (an "Original Entry") into the Sweepstakes. All entrants must have a two-way text messaging capable phone in order to enter the Sweepstakes using the text messaging method. Entrants will be charged their text messaging rate for each text message sent or received through their phone according to the terms in their wireless calling plan. Text messaging and wireless service are not available in all areas. Sponsor will not refund the cost of the text message. Sending in more than one (1) text will not generate additional Sweepstakes entries and Sponsor may, at its discretion, disqualify any person who submits multiple texts.
- (B) Online: During the Promotion Period, (i) online go to www.eckrich.com/collegefootball and click on The Eckrich "Million Dollar Challenge" Sweepstakes link to visit the Sweepstakes landing site (the "Site"); and (ii) follow the onscreen instructions for entry in the Sweepstakes and enter the required personal information (first and last name, street address (no post office boxes), city, state, zip code, email address, and daytime telephone number). By completing the steps above, agreeing to the Official Rules and clicking "Submit" you will automatically receive one (1) Original Entry into the Sweepstakes subject to the terms of these Official Rules.

There is a limit of one (1) Original Entry per person during the Promotion Period, regardless of method of entry.

Optional BONUS Entries: After you have successfully submitted an Original Entry via method A or method B above, you may earn additional bonus entries (each, a "Bonus Entry") into the Sweepstakes in one of the following ways:

- (i) Submitting a Receipt from a Purchase: you will be awarded one (1) Bonus Entry for each receipt you upload of a qualifying purchase at a Meijer store. A qualifying purchase is a purchase of an Eckrich Smoked Sausage (Rope, Link, Breakfast link) product at a Meijer store during the Promotion Period. To receive a Bonus Entry you must take a photo of the receipt that shows the qualifying purchase and upload it on the Site during the Promotion Period. Duplicate photos of the same receipt are not permitted. Limit: five (5) Bonus Entries per person using this method.
- (ii) Mail-in Entry: hand print your full name, complete address (including zip or postal code), daytime phone number and e-mail address on a 3" x 5" card and mail it, postage prepaid, to: Eckrich "Million Dollar Challenge" Sweepstakes, Armour-Eckrich

Meats LLC, 4225 Naperville Rd., Lisle, IL 60532. Upon receipt of such card, you will be awarded with one (1) Bonus Entry into the Sweepstakes. Limit: five (5) Bonus Entries per person using this method. Mail-in Entries must be postmarked by August 22, 2015 and received no later than August 27, 2015.

There is a limit of five (5) Bonus Entries per person during the Promotion Period, regardless of method of entry. Original Entries and Bonus Entries may be referred to individually as an "Entry" or collectively as "Entries". Limit: six (6) Entries per person during the Promotion Period (i.e., one (1) Original Entry and five (5) Bonus Entries).

Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of Entries by using multiple/different email addresses, identities, registrations and logins, or any other methods may void that entrant's Entries and that entrant may be disqualified, in Sponsor's discretion. Use of any automated system to participate is prohibited and may result in disqualification, in Sponsor's discretion. If a dispute arises about who submitted an Entry, the authorized account holder used to register will be deemed to be the entrant. "Authorized account holder" is defined as the natural person who is (i) for method A above, assigned to a mobile telephone number (MTN) by a telephone company, wireless service provider, or other organization (e.g. business, educational, institution, etc.) that is responsible for assigning telephone numbers or wireless phone numbers for the telephone exchange associated with the submitted telephone number or the domain associated with the submitted telephone, as applicable, or (ii) for method B above, assigned to an email address by an internet access provider, online service provider, or other organization (e.g. business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. A potential winner may be requested to provide Sponsor with proof that the potential winner is the authorized account holder of the MTN or email address, as applicable, associated with the potential winning Entry and that all eligibility requirements are met.

5. Winner Selection: Sponsor will randomly select the potential Sweepstakes winners, from all eligible Entries received, on or around August 29, 2015. Winners will be notified by email and/or telephone no sooner than August 26, 2015, but not later than September 8, 2015.

Potential winners are subject to verification and must meet certain requirements. Potential winners of prizes will be required to fully complete, sign and timely return the unaltered Affidavit of Eligibility/Liability Release, Contestant Agreement to Participate, and, where lawful, an unaltered Publicity Release and such other documents as may be requested by Sponsor, within a time period designated by Sponsor. The potential winner of the Grand Prize must notify Sponsor within 24 hours upon notification of being a potential prize winner if they are choosing to accept the prize and participate in the Pass Challenge. If a potential winner is found not to be eligible or not in compliance

with these Official Rules, if attempted notification is returned as undeliverable, if a potential winner cannot be reached within 24 hours of the initial phone call, any required documents are not returned within the required number of days, if a winner cannot be verified, or if a winner is otherwise unable or unwilling to accept and claim the prize as stated, then the prize may, at Sponsor's sole discretion be awarded to an alternate in a subsequent random drawing. Sponsor may provide the winner with a W-9 which winner must complete and return to Sponsor for tax reporting purposes. The value of the prizes may be taxable as income. All applicable taxes, fees, duties and surcharges on the prize and/or the redemption thereof are the sole responsibility of the winner.

6. Prizes:

One (1) Grand Prize: Four (4) tickets to the Michigan State home football game against the University of Oregon on Saturday, September 12, 2015 in East Lansing, MI (the "Game"); \$1500 gift card to be used for travel to/from the Game; four (4) passes to a pre-game hospitality party and a chance to throw a football through a target during a designated timeout (the "Pass Challenge"). Approximate Retail Value ("ARV") of the Game tickets, the gift card and hospitality portion of the Grand Prize is \$[XXXX] USD. ARV of the Pass Challenge attempt is \$0.

If the Grand Prize winner successfully completes the Pass Challenge in accordance with these Official Rules and such other Pass Challenge rules provided to the Grand Prize winner, then the Grand Prize winner will win a \$500,000 annuity (the "Annuity Prize"), payable as (X) thirty (30) equal annual installments of \$16,666.67 each, without interest; or (Y) a one-time lump-sum payment of \$300,000. In addition, Sponsor will donate \$500,000 to Operation Homefront to divide equally between five (5) Sponsor-designated Operation Homefront families.

Upon a successful Pass Challenge, there may be, if deemed necessary by Administrator and Sponsor in their sole discretion, a reasonable investigation into the Pass Challenge pass, which may include, but will not be limited to, an interview of the Grand Prize winner. By entering the Sweepstakes, you agree to cooperate in any investigation for prize verification purposes. If (i) the Grand Prize winner's Pass Challenge football passes completely through the target hole in the target template on the fly, after entering the target hole from the site of the target template nearest the contestant, prior to the ball coming in contact with any person or object other than the target template itself, (ii) the Grand Prize winner meets all other participation requirements and (iii) the Grand Prize winner passes all other investigations, then the Grand Prize winner will be eligible for the \$500,000 Annuity Prize. If a Grand Prize winner is found to be in violation of any of these Official Rules, the winner will forfeit his/her prize. Grand Prize winner cannot be verbally notified of the details of the Pass Challenge until 24 hours before it takes place.

One (1) First Prize: Four (4) tickets to the Game and a \$500 gift card to be used for travel
to/from the Game. ARV: \$[].
Five (5) Second Prizes: \$1000 gift card to Meijer. ARV of each Second Prize: \$1000.
Total ARV of all prizes: \$[].

Limit: one (1) prize per person. Winners are not permitted to substitute the prize. Sponsor reserves the right to make substitutions as necessary of equivalent value. Otherwise, there is no substitution of prizes. Prizes are non-transferable and non-redeemable for cash unless otherwise noted in these Official Rules. All expenses and costs not expressly stated above are the responsibility solely of winners. No more than the stated number of prizes will be awarded. All gift cards awarded are subject to separate (standard) gift card terms and conditions. This Sweepstakes and your participation are subject to all federal, state and local laws and participant must meet all requirement established in these Official Rules.

- **7. Release:** By receipt of the prize, winners agree to release and hold harmless Sponsor, Meijer and each of their direct and indirect subsidiaries, suppliers, distributors, advertising/promotion agencies, and prize supplies (if any), and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use of misuse of any prize. The prize winners acknowledge and agree the Released Parties have neither made nor are in any manner responsible for any warranty, representation or guarantee, expressed or implied, in facto or in law, related to the prizes.
- **8. Publicity:** Acceptance of the prize constitutes permission (except where prohibited) for the Sponsor and its designee(s), including Meijer, to use the winner's name, likeness, biography, statements, voice, image and any other personal characteristics, in any and all media now or hereafter known, for any purpose, including without limitation marketing, promotional and publicity purposes without additional compensation to each such individual or any limitation, and each such individual hereby releases Sponsor and its designee(s) from any liability with respect to such use.
- **9. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. 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 the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately 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 from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

- 10. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of Entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Entry in the Sweepstakes, if it is possible. If the Sweepstakes, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible Entries received up to the date of discontinuance for the prize offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.
- 11. Binding Arbitration: Any controversy or claim arising out of or relating to this Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and The arbitrator shall apply Virginia law consistent with the Federal Procedures. Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or

representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWAREDED WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) BUT IN NO EVENT WILL ATTORNEY'S FEES BE AWARDED OR RECOVERABLE; (3) 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), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISTICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

- 12. Governing Law & Jurisdiction: The Official Rules and the Sweepstakes are governed by U.S. Law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Sweepstakes Official Rules, or the rights and obligations of Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Virginia, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 12 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Virginia.
- **13. Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's Privacy Policy found at http://eckrich.com/privacy.

14. Name of Winner: For the name of the winner, visit <u>the Site</u>. The name of the winner will be posted on the Site after winner confirmation and verification are complete.

Abbreviated Rules:

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. MESSAGE AND DATA RATES MAY APPLY IF ENTERING VIA TEXT. Starts 7/26/2015 at 12:00 am Central Time ("CT"); ends at 8/22/2015 at 11:59 pm CT. Must be legal resident of Illinois, Indiana, Kentucky, Michigan or Ohio, **18 years of age or older at time of entry.** Grand Prize: four (4) tickets to the Michigan State vs. Oregon college football game in East Lansing, MI on September 12, 2015, \$1500 gift card to be used for travel to/from the game, pre-game hospitality party passes, and a chance to participate in the Pass Challenge. ARV of Grand Prize is \$XXXX. If Grand Prize winner is successful in the Pass Challenge, winner will receive a \$500,000 annuity payable as (a) thirty (30) equal annual installments of \$16,666.67 each, without interest; or (b) a one-time lump-sum payment of \$300,000. Sponsor will also donate \$500,000 Operation Homefront. See Official Rules, to available www.eckrich.com/collegefootball, for complete details including entry instructions, prize details and additional conditions and restrictions. By entering Sweepstakes, entrants agree to receive marketing emails from Meijer and Armour-Eckrich Meats LLC. Odds of winning a prize depends on the number of entries received. Odds of winning the \$500,000 annuity prize is contingent on successful completion of the Pass Challenge. Void where prohibited. Sponsor: Armour-Eckrich Meats LLC, 4225 Naperville Rd., Lisle, IL 60532.