

**HICKORY FARMS® GIFT SURVEY SWEEPSTAKES
OFFICIAL RULES**

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

**OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES, DISTRICT OF
COLUMBIA AND CANADA (EXCLUDING QUEBEC) WHO, AS OF TIME OF ENTRY, ARE AT
LEAST 18 YEARS OLD OR THE AGE OF MAJORITY IN THEIR JURISDICTION OF
RESIDENCE, WHICHEVER IS OLDER.**

VOID IN QUEBEC AND WHERE PROHIBITED OR RESTRICTED BY LAW.

The Hickory Farms® Gift Survey Sweepstakes ("Promotion") is sponsored by Hickory Farms, LLC ("Sponsor"), 311 S Wacker Dr. Suite 2030, Chicago, IL, USA 60606, and is administered by Prize Logic, LLC ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI, USA 48033.

- 1. PROMOTION PERIOD:** The Promotion starts October 15, 2020 at 12:00 AM Eastern Time ("ET") and ends on January 15, 2021 at 11:59:59 PM ET ("Promotion Period"). The Promotion is subject to all applicable federal, state, provincial, territorial and local laws and regulations. The Administrator's computer is the official Promotion Period clock.
- 2. ELIGIBILITY:** The Promotion is open only to legal residents who are physically residing in the 50 United States, the District of Columbia or Canada (excluding), and are at least eighteen (18) years old, or the age of majority in his/her jurisdiction of residence, whichever is older, as of the date of entry. Void in Quebec, Puerto Rico, the United States Territories and Possessions, elsewhere and where prohibited or restricted by law. Officers, directors, and employees of the Sponsor, Verint ForeSee, Administrator and their respective parent, subsidiary, and affiliate companies, and any other entity involved in the development, administration, promotion, or implementation of the Promotion (the "Promotion Entities"), and members of these persons' immediate families (spouses and/or parents, children, and siblings, and their spouses, regardless of where they reside), and/or persons living in the same households as these persons (whether or not related thereto) are not eligible to enter or win the Promotion. Participation constitutes Entrant's full and unconditional agreement to these Official Rules as well as Sponsor's and/or 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.
- 3. HOW TO ENTER:** An eligible entrant ("Entrant") may enter using one (1) of two (2) methods of entry:
 - A. Entry Method 1:** During the Promotion Period an invitation to participate in a survey (the "Survey") will be printed on the gift receipt included in the gift package. The Entrant must log on to the URL provided on the receipt and complete the Survey prior to 11:59:59 PM ET January 15, 2021. After completing the Survey, the Entrant will be asked if he/she wishes to enter the Promotion. If the customer is an eligible Entrant and wishes to participate in the Promotion, he/she must then enter the following information: his/her complete first and last name (no initials), valid e-mail address,

complete street mailing address (no P.O. Box), ZIP/Postal Code, telephone number and birthday. After entering this information, the Entrant must click the submit button and he/she will be entered into the Promotion. Limit one (1) Entry per receipt.

- B. Entry Method 2:** This entry method is for those who have not received a gift of Hickory Farms products from a third party. Under this method of entry, during the Promotion Period, the individual may click on <https://survey.foreseeresults.com/store/controller?id=48b74872&flow=SS> and follow the steps to enter the Promotion, including providing the registration information requested above.

Notwithstanding the foregoing, regardless of the method of entry, an Entrant may only enter the Promotion once per calendar day during the Promotion Period. A calendar day starts at 12:00 AM ET (midnight) and ends at 11:59:59 PM ET each day during the Promotion Period.

To be eligible for a Prize, the Entrant must be in compliance with the Official Rules. Each Entrant must be the authorized account holder of a valid e-mail account. Entries generated by a script, macro, or other automated means will be disqualified. Entries that are incomplete, non-deliverable for any reason, garbled, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be accepted. In case of a dispute over the identity of an Entrant, the authorized account holder of the e-mail address used to enter will be deemed to be the Entrant. "Authorized account holder" is defined as the person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Entry constitutes permission (except where prohibited by law) to use Entrant's name, city, state/province, likeness, image, and/or voice for purposes of advertising, promotion, and publicity in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval.

- 4. RANDOM DRAWING:** On or about 12:00 PM ET on January 25, 2021, Administrator will randomly select five (5) winners (each, a "Winner") from among all eligible entries received during the Promotion Period. Each Winner is considered a potential winner pending verification of eligibility and compliance with these Official Rules.

5. PRIZES, APPROXIMATE RETAIL VALUE ("ARV"), AND ODDS OF WINNING:

- A. Prizes (5):** Each Winner will receive USD/CAD \$150 ("Prize"). The Prize will be awarded as a USD \$150 Visa® Gift Card for US residents, and as a CAD \$150 Visa* Reward Card for Canadian residents. US Winners will receive the Prize denominated in US dollars, Canadian Winners will receive the Prize denominated in Canadian dollars.

For Prizes awarded in the US: The GiftCards.com Visa Gift Card is issued by MetaBank®, N.A., Member FDIC, pursuant to a license from Visa U.S.A. Inc. The Visa Gift Card can be used everywhere Visa debit cards are accepted in the US. No cash access or recurring payments. Card valid for up to 84 months, funds do not expire and may be available after card expiration date, fees may apply. Card terms and conditions apply. MetaBank and Visa are not the sponsor of the Promotion

For Prizes awarded in Canada: The OmniCard Canada Visa Reward Card is issued by Peoples Trust Company pursuant to license from Visa, Int. *Trademark of Visa International Service Association and used under license by Peoples Trust Company. No cash access or recurring payments. Card can be used everywhere Visa debit cards are accepted. Terms, conditions, and expiration apply. Peoples Trust and Visa are not the sponsor of the Promotion. Cette carte est émise par la Compagnie de Fiducie Peoples, en vertu d'une licence de Visa Int. *Marque de commerce de Visa International Service Association et utilisée sous licence la Compagnie de Fiducie Peoples. Aucun accès en espèces ou paiements récurrents. La carte peut être utilisée partout où les cartes de débit Visa sont acceptées. Les termes, conditions et expiration s'appliquent. Peoples Trust et Visa ne sont pas les sponsors de la promotion.

- B. Total ARV:** The total ARV of all Prizes available in the Promotion is USD/CAD \$750.
- C. Odds of Winning:** The odds of winning a Prize depend on the number of eligible entries received during the Promotion Period.
- D. Prize Conditions:** Limit one (1) Prize per household. Prizes are non-transferrable and non-substitutable, except by Sponsor in its sole discretion. Sponsor reserves the right to substitute a similar Prize of comparable or greater value. All taxes and other expenses, costs, or fees associated with the acceptance and/or use of the Prize(s) are the sole responsibility of Winner(s). If a Prize is unclaimed within a reasonable time after notification from Sponsor, as determined by Sponsor in its sole discretion, it will be forfeited, and, time permitting, an alternate Winner may be selected from the remaining eligible entries at Sponsor's sole discretion.

- 6. WINNER NOTIFICATION AND FULFILLMENT:** Potential Winners will be notified by e-mail using the contact information provided at the time of entry on or about February 5, 2021.

If a Potential Winner is a Canadian resident, then he/she must answer a mathematical skill testing question without the assistance of any person or device. If a selected potential Canadian Winner fails to correctly answer the question, he/she will be disqualified and another Entrant may be randomly chosen as a potential Winner.

If a potential Winner is ineligible for any reason, then the potential Winner will be disqualified and an alternate Winner may be selected. Federal, state, provincial, territorial, and local taxes imposed on Prizes are the sole responsibility of the Winner. Sponsor will ship the Prize directly to the Winner within approximately 6 - 8 weeks of the notification date.

- 7. CONDITIONS:** By entering the Promotion, each Entrant agrees for Entrant and for Entrant's heirs, executors, and administrators (a) to release and hold harmless Promotion Entities and their respective officers, directors, and employees (collectively, "Released Parties") from any liability, illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether caused by negligence or not, from such Entrant's participation in the Promotion and/or his/her acceptance, possession, use, or misuse of the Prize or any portion thereof; (b) to indemnify Released Parties from any and all liability resulting or arising from the Promotion and to hereby acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to Prize, including express warranties provided exclusively by Prize supplier that are sent along with Prize; (c) if selected as a Winner, the use by Released Parties of such

name, voice, image, and/or likeness for publicity, promotional, and advertising purposes in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval, and, upon request, to the giving of consent, in writing, to such use; and (d) to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Promotion itself, and to be bound by all decisions of the Sponsor, which are binding and final. Failure to comply with these conditions may result in disqualification from the Promotion in Sponsor's sole discretion.

- 8. LIMITATION OF LIABILITY:** Promotion Entities are not responsible for, and shall be indemnified by each Winner against, any claims, injuries, losses or damages of any kind resulting from acceptance, use, misuse, possession, or loss of a Prize. Void where prohibited. IN NO EVENT WILL THE PROMOTION ENTITIES, THEIR AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES.
- 9. PRIVACY:** Each Entrant agrees that personal data, including but not limited to, name, mailing address, telephone number, and e-mail address may be collected, processed, stored and otherwise used for the purposes of conducting and administering the Promotion. Further, this data may also be used by Sponsor to verify an Entrant's identity, postal address and telephone number in the event an Entrant qualifies for any Prize as well as to deliver the applicable Prize, and may also be used by Sponsor to contact Entrants who have opted into receive future marketing communications for promotional purposes, in accordance with Sponsor's privacy policy found at <https://www.hickoryfarms.com/company/privacy-policy.html>. If an Entrant does not provide the required data when requested, that entry will be ineligible for any Prize. Each entrant expressly consents to the Sponsor and the Administrator storing, sharing and using the personal information submitted with his/her entry for the purpose of administering the Sweepstakes. Personal information may be transferred and stored for these purposes in jurisdictions outside of Canada, including the United States.
- 10. ADDITIONAL TERMS:** Sponsor reserves the right to permanently disqualify from any promotion any person it believes has intentionally violated these Official Rules. Any attempt to deliberately damage the Promotion or the operation thereof is unlawful and subject to legal action by Sponsor, who may seek damages to the fullest extent permitted by law. The failure of Sponsor to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Sponsor (excepting compliance with applicable codes and regulations), or other acts outside the reasonable control of Sponsor will not be considered a breach of these Official Rules. Released Parties assume no responsibility for any injury or damage to Entrants' or to any other person's computer relating to or resulting from entering or downloading materials or software in connection with the Promotion. Promotion Entities are not responsible for telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of entry information; for errors in any promotional or marketing materials or in these Official Rules; for any human or electronic (including but not limited to programming) error; or for Entries that are stolen, misdirected, garbled, delayed, lost, late, damaged, illegible or returned. Sponsor reserves the right to cancel, modify, or suspend the Promotion or any element thereof (including, without limitation, these Official Rules) without notice in any manner and for any reason (including, without limitation, in the

event of any unanticipated occurrence that is not fully addressed in these Official Rules). In the event of cancellation, modification, or suspension, Sponsor reserves the right to select Winners in a random drawing from among all eligible, non-suspect Entries received prior to the time of the event warranting such cancellation, modification, or suspension. In no event will more Prizes be awarded than are stated in these Official Rules. Sponsor may prohibit any Entrant or potential Entrant from participating in the Promotion, if such Entrant or potential Entrant shows a disregard for these Official Rules; acts with an intent to annoy, abuse, threaten, or harass any other Entrant, Sponsor, or Sponsor's agents or representatives, including but not limited to the Promotion Entities; or behaves in any other disruptive manner (as determined by Sponsor in its sole discretion).

11. DISPUTES: EXCEPT WHERE PROHIBITED BY LAW THE 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 COUNTY OF OAKLAND IN THE STATE OF 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 JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED 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 THE STATE OF MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE STATE OF 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, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE STATUTE OF LIMITATIONS FOR ASSERTING ANY CLAIMS SHALL BE A PERIOD OF ONE (1) YEAR FROM THE END DATE OF THE PROMOTION PERIOD. ENTRANTS AGREE 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.

12. WINNER ANNOUNCEMENT: For the name of the Winners, send a self-addressed, stamped business size envelope: Hickory Farms Gift Survey Sweepstakes (PL014359), P.O. Box 251328, West Bloomfield, MI, USA 48325. Requests must be received by March 16, 2021.

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