

THE FOSTER FARMS AND WWE MONSTER APPETITE PROMOTION 2020
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 Foster Farms and WWE Monster Appetite Promotion 2020 (“Promotion”) is sponsored by Foster Poultry Farms (“Sponsor”), 1000 Davis St, Livingston, CA 95334 and is administered by Prize Logic, LLC, (“Administrator”), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

1. **PROMOTION PERIOD:** The Promotion begins on July 1, 2020 at 12:00 PM (noon) Eastern Time (“ET”) and ends on March 31, 2021 at 11:59:59 PM ET (“Promotion Period”) and consists of two (2) phases (each a “Phase”). Phase 1 begins July 1, 2020 at 12:00 PM (noon) ET and ends October 15, 2020 at 11:59:59 PM ET and Phase 2 begins January 1, 2021 at 12:00 AM ET and ends March 31, 2021 at 11:59:59 PM ET.

Phase 1 consists of three (3) entry periods (each an “Entry Period”) as outlined in the chart below:

Phase 1 Entry Period	Start Date and Time	End Date at 11:59:59 PM ET	Approximate Drawing Date
1	July 1, 2020 at 12:00 PM ET	August 6, 2020	August 7, 2020
2	August 7, 2020 at 12:00 AM ET	September 10, 2020	September 11, 2020
3	September 11, 2020 at 12:00 AM ET	October 15, 2020	October 15, 2020

Phase 1 of the Promotion consists of a “Sweepstakes” and Phase 2 of the Promotion consists of an “Instant Win Game” and a Sweepstakes grand prize drawing.

Non-winning Phase 1 Sweepstakes entries will carry forward into subsequent Phase 1 Entry Period Drawings.

Sweepstakes entries received in Phase 1 will carry forward into the Phase 2 Sweepstakes grand prize drawing (defined below). 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, 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: There are two (2) ways to participate in the Promotion:

A. Phase 1: During Phase 1 of the Promotion Period, eligible entrants must visit www.FosterFarms.com/WWE ("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, and date of birth. Upon the successful submission of the registration information, an entrant will automatically receive one (1) entry into the applicable Phase 1 Sweepstakes Entry Period.

LIMIT: There is a limit of one (1) Sweepstakes entry per day for a total of seven (7) entries per Entry Period during Phase 1 of 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 July 1, 2020 when the day will start at 12:00 PM (noon) ET and end at 11:59:59 PM ET.

B. Phase 2: There are two (2) ways to enter the Promotion during Phase 2:

i. Qualifying Purchase and Photo Upload: An entrant may, during Phase 2 of the Promotion Period, purchase at least one (1) box of eligible Foster Farm Corn Dogs 16ct. from a participating retailer ("Qualifying Purchase"). During the Promotion Period, an eligible entrant must visit the Website and enter his/her valid e-mail address. If it is the entrant's first time at the Website, the entrant must provide the required registration information, which may include, but is not limited to, his/her first and last name (no initials), daytime telephone number, and date of birth. During the Promotion Period, an entrant may follow the instructions on the Website to upload a selfie photograph with the Qualifying Purchase. The entrant may then follow the on-screen instructions to play the instant win game and receive one (1) game play ("Game Play"). Each photograph may only be used once. The photograph must be in .JPEG, .JPG, .PNG, or .GIF format (no PDFs will be accepted) and may not exceed 8 MB. There is a limit of one (1) photograph upload per entrant per day during the Promotion Period, and no more than seven (7) photograph uploads per entrant during the entire Promotion Period.

Photo Entry Requirements: All photo entries must comply with the following restrictions:

- Entry must be an original work;
- Entry must be in English (except for commonly understood foreign words);
- Entry cannot have been published previously by any party other than the entrant;
- Entry must be suitable for publication (i.e., may not be obscene or indecent);

- Entry cannot prominently feature trademarks, logos or trade dress owned by any third party, or advertise or promote any brand or product of any kind, other than the Sponsor's;
- Entry cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images);
- Entry cannot include the name, likeness, photograph, or other indicia identifying any person, living or dead, without written permission from that person;
- Entry cannot be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group;
- Entry cannot promote illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Entry cannot describe or depict any illegal activity or violation of any state or federal law;
- Entries must not include any personally identifiable information (full name, e-mail address, telephone number, etc.);
- Entries must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
 - gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
 - the use of prostitution, pornography, nudity, profanity or other adult content, or violence;
 - the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- Entry must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way.

If any entry fails to comply with any of these Entry Requirements or any other provisions of these Official Rules, at the Sponsor's sole discretion, Sponsor reserves the right, but is not obligated, to disqualify the entrant.

By submitting a photo, entrant grants Sponsor and its agents an unlimited, worldwide, irrevocable, perpetual license and right, but not obligation, to publish, reproduce, exhibit, use, publicly display, distribute, edit, crop or otherwise exploit and create derivative works of the photo (as well as any name or likeness embodied therein) in any way, in any and all media, now known or hereafter devised, without limitation, and without further consideration or approvals. Each entrant waives any intellectual property rights, publicity/privacy rights or other legal or moral rights relating to such use. BY SUBMITTING A PHOTO, ENTRANT AGREES THAT THE PHOTO, ALONG WITH HIS/HER FIRST NAME, AND LAST INITIAL, MAY BE POSTED ON THE WEBSITE, OTHER SOCIAL MEDIA PLATFORMS, INCLUDING BUT NOT LIMITED TO OTHER PAGES ON FACEBOOK, TWITTER, ETC., THE INTERNET, TELEVISION, RADIO, AND PRINT AT SPONSOR'S SOLE DISCRETION, AND ENTRANTS ACKNOWLEDGE THAT THEIR ENTRIES MAY BE REPOSTED BY THE PUBLIC OR OPEN TO PUBLIC COMMENTARY, FOR WHICH SPONSOR AND THE PROMOTION ENTITIES SHALL NOT BE LIABLE.

- ii. **No Purchase Code Request:** To obtain a Code without making a purchase from **December 14, 2020 through March 15, 2021**, an entrant may legibly hand write

his/her full name (no initials), complete street address (no P.O. Box), age, and valid e-mail address on a 3½" x 5" properly stamped postcard and mail it to: The Foster Farms and WWE Monster Appetite Promotion 2020 Code Request, P.O. Box 251328, West Bloomfield, MI 48325. Requests sent in an envelope will not be accepted. Mail-in requests must be postmarked by March 15, 2021 and received by March 30, 2021. Administrator will send one (1) Code per Mail-In Request by e-mail to the e-mail address provided on the request. There is a limit of one (1) Mail-in Request per day during the Promotion Period. Multiple mail-in requests with the same postmark date will be deemed one (1) request. Mail-in requests will not be returned and no further correspondence will be entered into. Mail-in requests must be original and hand-written. No mechanical reproductions are allowed. Each Code obtained via this method may only be used one (1) time.

Online Promo Code Request: To obtain a Promo Code without making a purchase from **12:00 AM ET on March 16, 2021 to 11:59:59 PM ET on March 31, 2021**, an entrant must use the Code MRXN7X7R7RLC.

Upon receiving a free Code, an eligible entrant must visit the Website and follow the links and instructions to register, as described above, and enter his/her Code to receive one (1) Game Play.

After either uploading a photograph or submitting a Code and completing a 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 Phase 2 Sweepstakes grand prize drawing after 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.

LIMIT: There is a limit of one (1) Game Play and one (1) Sweepstakes entry per day during Phase 2 of the Promotion Period, for up to a total of seven (7) Game Plays and seven (7) Sweepstakes entries total per person during Phase 2 of 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 January 1, 2021 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.

IMPORTANT: MESSAGE AND DATA RATES MAY APPLY IF AN ENTRANT ENTERS THIS PROMOTION ON HIS/HER MOBILE DEVICE. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THIS PROMOTION. ENTRANTS SHOULD CONSULT THEIR WIRELESS PROVIDER'S PRICING PLANS. MOBILE ENTRY IS NOT REQUIRED TO ENTER OR WIN A PRIZE IN THIS PROMOTION.

4. SWEEPSTAKES RANDOM DRAWINGS: On or about each Phase 1 Entry Period date indicated in the chart above in Section 1, Administrator will randomly select one (1) potential Phase 1 Sweepstakes winner, for a total of three (3) potential Phase 1 Sweepstakes winners. On or around April 1, 2021, Administrator will randomly select one (1) potential Sweepstakes grand prize winner from among all eligible entries received during both Phases. Each Sweepstakes winner is considered 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. Phase 1 Sweepstakes Prizes (3 total; 1 per Phase 1 Entry Period): Each Phase 1 Sweepstakes prize is a Foster Farms Monster Doll (“Phase 1 Sweepstakes Prize”). There will be three (3) total Phase 1 Sweepstakes Prizes, one (1) per Phase 1 Entry Period. The ARV of each Phase 1 Sweepstakes Prize is \$30.

B. Phase 2 Prizes:

i. Instant Win Game Prizes: The following Instant Win Game prizes are available during Phase 2 of the Promotion Period (“Instant Win Game Prizes”):

Instant Win Game Prize Description	Number of Winners/Quantity	ARV (each)
A Foster Farms Monster Doll	3,997	\$30
A 6-Month WWE Network Gift Card	100	\$60
A WWE T-Shirt (size determined by Sponsor in its sole discretion)	25	\$20
A Championship replica title belt	12	\$330

ii. Sweepstakes Grand Prize (1): The Sweepstakes grand prize is a trip for four (4) to WWE SummerSlam in Boston, Massachusetts at the TD Garden Venue (“Sweepstakes Grand Prize”). Trip includes four (4) round-trip coach class air transportation from a major commercial airport near winner’s residence to Boston, Massachusetts for winner and three (3) guests, two (2) nights hotel standard accommodations (two rooms/double occupancy), and four (4) tickets to WWE SummerSlam. If the winner elects to travel or partake in the Sweepstakes Grand Prize without a guest, no additional compensation will be awarded to the winner. Winner and guests must travel on dates determined by Sponsor. Winner and guest must travel on the same itinerary. The actual value of the trip may vary depending on point of departure and fluctuations in the cost of air transportation. Any difference between the estimated ARV and the actual value of the prize will not be awarded. If winner resides within a 100-mile radius of destination, ground transportation may be provided in lieu of air transportation, and no compensation will be provided for any difference in prize value. Travel dates are subject to availability; blackout dates and other restrictions may apply. Winner and guests are responsible for having valid travel documents including government identification and/or passports. Winner is responsible for all travel expenses not included herein, including airline baggage fees, gratuities, meals, and any other incidental costs or expenses related to participation in this prize. Travel must be booked at least seven (7) days in advance. Guests of winner must sign and return a travel liability release before travel will be booked (if

guest is a minor, his/her parent or legal guardian must sign). Winner and his or her guests hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the trip. Winner will be required to provide a major credit card upon hotel check-in, and all in-room charges will be charged to the credit card. Any damage to the room will be the responsibility of the winner. Sponsor bears no responsibility if any event, element or detail of the Sweepstakes Grand Prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of the Sweepstakes Grand Prize become unavailable, the Sponsor shall have no obligation to the winner aside from providing the remaining portion of the prize, minus any unavailable event, element or detail. Sponsor is not responsible if event is delayed, postponed, or canceled for any reason. Winner will not receive compensation from Sponsor for tickets that the winner is unable to use due to cancellation of the event, but tickets may be subject to standard policies and procedures set by the issuer. Winner agrees that event admission is awarded pursuant to a revocable, nontransferable license that is personal to that applicable winner, and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated or otherwise conveyed. Sponsor reserves the right to remove or to deny entry to winner and/or his/her guests if either winner or his/her guests violates the previous restrictions or engages in a disruptive manner, or with intent to abuse, threaten or harass any other person at the event. There will be one (1) Sweepstakes Grand Prize in the Promotion. The ARV of the Sweepstakes Grand Prize is \$3,000.

C. Total ARV: The total ARV of all available prizes in the Promotion is \$133,370.

D. Odds of Winning/Limit: The odds of winning a Phase 1 Sweepstakes Prize depend on the total number of eligible Sweepstakes entries received during the applicable Phase 1 Entry Period. The odds of winning the Sweepstakes Grand Prize depend on the total number of eligible Sweepstakes entries received during the entire Promotion 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. .

E. General Prize Restrictions: There is a limit of one (1) Sweepstakes Grand Prize, one (1) Phase 1 Sweepstakes Prize, and 5 (five) Instant Win Game Prizes per person during the Promotion Period. All details of prizes determined by Sponsor in its sole discretion. WWE Network gift cards subject to terms at: <https://www.wwe.com/wwenetwork/promotional-gift-cards-terms-conditions>

6. HOW TO CLAIM A PRIZE: After the random drawing, Administrator will notify the potential Sweepstakes winners via e-mail at the e-mail address provided at the time of registration. Before being declared the winner of a Sweepstakes Grand Prize, the potential Sweepstakes Grand Prize winner will be required to execute an Affidavit of Eligibility/Liability & Publicity Release and tax acknowledgment ("Affidavit"). The potential Sweepstakes Grand Prize winner must return a fully executed and notarized Affidavit to the Sponsor or its authorized designee

within forty-eight (48) hours 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 a potential Sweepstakes 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 return any requested documentation or an executed and notarized Affidavit within the forty-eight (48) hour 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. Instant Win Game Prizes and Phase 1 Sweepstakes Prizes will be mailed to verified winners at the street address provided at the time of registration within approximately 6 to 8 weeks from the end of the Promotion. The Sweepstakes Grand Prize winner will be contacted to make arrangements for his/her prize. 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 the Sweepstakes Grand Prize winner.

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 to 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 a 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 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 prize (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.fosterfarms.com/site-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: The Foster Farms and WWE Monster Appetite Promotion 2020 - Winners List Request, P.O. Box 251328, West Bloomfield, MI 48325. Winners List requests must be received by May 31, 2021.

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

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