

# THE GREAT SMITH BROTHERS FARMS BAKE OFF CONTEST

## OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER. PURCHASE WILL NOT INCREASE CHANCES OF WINNING. VOID WHERE PROHIBITED. MESSAGE & DATA RATES MAY APPLY. THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM OR FACEBOOK.

1. **CONTEST PERIOD:** The Contest begins on or about 12:00 PM Pacific Time (“PT”) on September 28, 2021 and ends on October 31, 2021 at 11:59:59 PM PT (“Contest Period”). The Administrator’s computer is the Contest’s official clock.
2. **ELIGIBILITY:** This Contest is open only to current active Smith Brothers Farms customers and who are at least eighteen (18) years old at the time of entry. Employees of Sponsor, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, “Contest Entities”) and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the “steps” of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All federal, state, and local laws apply. Void where prohibited or restricted by law. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions and interpretations, which are final and binding in all matters related to the Contest.
3. **HOW TO ENTER:** During the Contest Period an eligible entrant must log on to either their Instagram or Facebook Account and follow these instructions:
  - Using at least three (3) products from Smith Brothers Farms catalog, create a holiday dessert. A product from the catalog is defined as anything currently sold in and purchased on our website.
  - Take a photo of your holiday dessert.
  - In your caption, you must include a complete list of ingredients and assembly instructions and include the hashtag #SmithBrothersBakeOff. If you do not include this hashtag, your entry cannot and will not be considered.
  - Post your photo and caption as noted above (collectively, the “Entry”) to either your own Instagram or Facebook Account during the Entry Period. **Important:** Your Instagram or Facebook Account must be set to “Public” in order for your photo to be seen and to participate in this Contest.

There is a limit of one (1) Entry per person during the Contest Period. An entrant cannot submit the same image more than once. For purposes of this Contest, a day is defined as starting at 12:00 AM PT and ending at 11:59:59 PM PT except on September 28, 2021 when a day will begin at 12:00 PM PT.

An Entrant must have either an Instagram or Facebook account. Entrants may create an Instagram account at no cost by logging on to <http://instagram.com>. Creation of an Instagram account requires entrant to agree to Instagram’s Terms of Service and Privacy Policy, available at <http://instagram.com/about/legal/terms/> and <http://instagram.com/about/legal/privacy/>, respectively. Entrants may create a Facebook account at no cost by logging on to <http://facebook.com>. Use of

Facebook will be subject to that service provider's privacy policy and terms of use. The Facebook privacy policy and terms of use are available at: [https://www.facebook.com/note.php?note\\_id=%20322194465300](https://www.facebook.com/note.php?note_id=%20322194465300) and <https://www.facebook.com/legal/terms/>.

Due to the way Instagram and Facebook operates its services, entries from Instagram and Facebook users with "protected" accounts (i.e., entrant has set their account so that only people the entrant has approved can view their updates) may not be received.

By submitting an Entry, each entrant agrees that their Entry complies with these Official Rules, including the Entry Guidelines and Requirements set forth in Section 4 of these Official Rules. Each entrant also agrees that Sponsor or Administrator may disqualify the entrant from the Contest if Sponsor or Administrator believes, in their sole and absolute discretion, that an Entry fails to comply with these Official Rules. By entering, each entrant warrants and represents the following with respect to their Entry: (a) the Entry will not infringe on any rights of any third parties and (b) that entrant has not and will not take any action that interferes with the rights granted to Sponsor under these Official Rules.

By submitting an Entry, entrant hereby grants permission for the Entry to be posted on the Sponsor's website or other website for public view during the Contest and after the Contest has ended. If an entrant enters the Contest on their mobile device, message and data rates may apply. Entrants should consult their wireless service provider regarding its pricing plans. Entrants should review their mobile device's capabilities for specific app instructions.

**4. ENTRY GUIDELINES AND REQUIREMENTS:** Each Entry:

- Must be in English;
- Must comply with Instagram's posting requirements;
- Must contain the hashtag #SmithBrothersBakeOff;
- Must be entirely the original work of the entrant (not copied, adapted, or reproduced from any other source and not a collaboration with any other person) and must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, including copyright infringement, or legal or moral rights of any third party, living or deceased (e.g., names, logos, symbols, slogans, submissions that belong to others, Entries of other people, quotes from other people, or parodies of other people);
- Must not have been submitted previously in a promotion of any kind;
- Must have approval from any persons appearing in the Entry and the entrant must be able to provide express written consent of every such person appearing in the Entry (or if such person is a under 18 years old, then express written consent of the minor's parent/guardian) to Sponsor and/or Administrator if requested;
- Must not disparage Sponsor, or any other person or party affiliated with the promotion and administration of this Contest;
- Must not include personally identifiable information;

- Must not contain, facilitate, reference, or use material that is dangerous, fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous;
- 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:
  - any cruelty to, or mistreatment in any way of animals;
  - gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
  - the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products;
  - the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way;
- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age; and
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Entry is created or otherwise promotes any unlawful, illegal, unsafe, dangerous or reckless behavior.

**NOTE:** If any Entry fails to comply with any of these Entry Guidelines and Requirements or any other provisions of these Official Rules, Sponsor reserves the right, in its sole discretion, to disqualify the entrant and the Entry will not be eligible to win.

**5. SPONSOR'S IP AND GENERAL ENTRY TERMS:** Sponsor grants entrants a limited, revocable, non-sublicensable license to use Sponsor's name, product, trademarks and logos (collectively, "Sponsor's IP") for the sole purpose of participating in this Contest. Entrants are not permitted to make any further use of Sponsor's IP for any purpose whatsoever. In addition, entrants recognize that all rights, title, and interest in Sponsor's IP shall vest exclusively to the Sponsor, and entrant agrees they have not and will not take any action that might harm or adversely affect such rights. No right, title, or interest in and to the Sponsor's IP except for the limited license granted to entrant in these Official Rules is transferred or created. Each entrant further acknowledges and agrees that Sponsor's IP rights are valid and enforceable, and that entrant shall do nothing to challenge the validity or enforceability of Sponsor's IP in any forum. Entrants agree that the use of Sponsor's IP is permitted only for the purpose of making an Entry in this Contest, and that any use of Sponsor's IP (whether in the Entry or otherwise) beyond this scope infringes the rights of Sponsor and will result in irreparable harm to Sponsor. Each entrant retains ownership of their Entry. Each entrant hereby grants to Sponsor and its affiliated companies and designated agents a non-exclusive, transferable, perpetual, irrevocable, royalty free, unconditional, fully paid license and right to post and to make, have made, use, copy, reproduce, modify, and create derivative works of any materials provided 4 by the entrant with the entrant's Entry or otherwise through the Contest ("Contest Materials"), (b) to publicly perform or display, import, broadcast or transmit, distribute (directly and indirectly) license, offer to sell and sell, rent, lease, or lend copies of the materials (and derivative works thereof), and (c) to sublicense to third

parties the foregoing rights, including the right to sublicense to further third parties. This license expressly includes a right (but not the obligation) for Sponsor to modify Entries to remove any third party intellectual property. Additionally, each entrant consents to the use of the name, statements, photographs, videos, voice recordings and likenesses of himself/herself and any other person appearing in the Contest Materials for publicity purposes, as well as any other purpose associated with the Contest.

Once an Entry is entered into the Contest, any such posting will be deemed made at the direction of the entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act. EACH ENTRANT REPRESENTS, UNDERSTANDS AND ACKNOWLEDGES THAT THEY WILL NOT BE PAID FOR OR RECEIVE ANY FORM OF COMPENSATION OR ROYALTY (OTHER THAN THE PRIZES STATED HEREIN IF SELECTED AS A WINNER) IN EXCHANGE FOR GRANTING SPONSOR THE NONEXCLUSIVE LICENSE RIGHTS OR FOR ANY SUBSEQUENT USE OF SUCH ENTRY BY SPONSOR. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Entry.

6. **JUDGING:** At the conclusion of the Contest Period, all eligible Entries will be judged by qualified judges selected by Sponsor in its sole discretion (“Judges”). The Judges will score each Entry according to the following weighted criteria: (i) “Originality: 30%; (ii) “Creativity”: 30%; and (iii) “Quality”: 40%. All of these factors determine the Entry’s overall “Judges’ Score”. The one (1) Entry that receive the highest Judges’ Score will be the potential prize winner, subject to verification of eligibility and compliance with these Official Rules. In the event of any ties, the highest score in criteria (iii) “Quality” will be used to break any ties. If there is still a tie, the tied entries will be re-judged to determine the winner. If a winner is found to be ineligible or does not comply with these Official Rules, they will be disqualified and the Entry with the next-highest Judge’s Score will be named the potential winner. Administrator’s, Judge’s and Sponsor’s decisions shall be final and binding in all matters pertaining to the judging and selection of the winners.
7. **PRIZE**
  - **Prize (1):** The winner will receive the following prize: \$100 Smith Brothers Farms Delivery Credit (terms and conditions apply) and have his/her/their recipe featured in a future issue of SKIM Magazine and on Smith Brothers Farms website.
  - **General Prize Restrictions and Limitations:** In no event will more than the stated number of prizes be awarded. No prize substitution or exchange 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.
8. **HOW TO CLAIM A PRIZE:** On or about November 30, 2021, the potential winner will be notified via Direct Message on Instagram or Facebook (the “Notification”), depending on where the entrant participated. As part of the Notification, the potential winner will be asked to claim his/her/prize within seven (7) days after Notification. If a potential prize winner fails or refuses to claim within the seven (7) day time period, the potential prize winner may be disqualified, at the Sponsor’s sole discretion.

If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a prize or, if Sponsor or its authorized designee is unable to contact the potential winner, or a prize is returned undeliverable, the prize may

be forfeited, and in the Sponsor's sole discretion, the forfeited prize may be awarded to the entrant with the Entry that received the next-highest Judge's Score, as determined by Sponsor in its sole and absolute discretion. Each potential winner may be required to furnish proof of identification. Sponsor is not responsible for any winner's privacy or spam filter settings which may divert any Contest message or e-mail, including any notification, to a spam or junk folder. The prizes will only be awarded to verified winners. Contest Entities shall not be held responsible for any delays in awarding a prize for any reason.

- 9. LIMITATION OF LIABILITY:** By participating in this Contest, entrants agree that the Contest Entities, Instagram, Facebook, 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 email 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's users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Contest. 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 Contest and/or accepting 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, an Entry is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an Entry in the Contest, the entrant's sole remedy is to enter the Contest again to receive another Entry. If, for any reason, the Contest is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of winner in a manner it deems fair and reasonable including the selection of the winner from among eligible Entries received prior to such cancellation, termination, modification or suspension.

By entering the Contest, each entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor, 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 their rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Contest; 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 Contest, including but not limited to any

Contest-related activity or element thereof, and the entrant's Entries, participation or inability to participate in the Contest, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Official Rules or any Contest 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, (e) any change in a prize 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 quasigovernmental 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 Contest, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of any Entry (including, without limitation, the registration information or any parts thereof), (i) any technical malfunctions or unavailability of any 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 Contest, any other Contest-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 Contest and/or its contents related to or resulting from any part of the Contest, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged Entries, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (o) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof), or (p) the negligence or willful misconduct by entrant.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST, INCLUDING THE PRIZES, 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.

**10. PRIVACY POLICY:** Sponsor's privacy policy is available at [www.smithbrothersfarms.com/privacy-policy](http://www.smithbrothersfarms.com/privacy-policy)

**11. PUBLICITY RIGHTS:** By participating in this Contest, each entrant agrees to allow the Sponsor and Sponsor's designee the perpetual right to use their name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Contest for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television

and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

**12. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF:** Each entrant hereby acknowledges and agrees that the relationship between the entrant and the Contest Entities is not a confidential, fiduciary or other special relationship, and that the entrant's decision to provide the entrant's Entry to Sponsor for purposes of the Contest does not place the Contest Entities in a position that is any different from the position held by members of the general public with regard to elements of the entrant's Entry. Each entrant understands and acknowledges that the Contest Entities have wide access to ideas, stories, designs and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each entrant also acknowledges that many ideas, photos or videos may be competitive with, similar or identical to the Entry and/or each other in theme, idea, format or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of any Contest Entity's use of any such similar or identical material. Each entrant acknowledges and agrees that the Contest Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Entry. Finally, each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of a Contest Entity's actual or alleged exploitation or use of any Entry or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief and entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

**13. NO OBLIGATION TO USE:** Sponsor shall have no obligation (express or implied) to use any Entry, or to otherwise exploit any Entry or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of any Entry for any reason, with or without legal justification or excuse, and entrants shall not be entitled to any damages or other relief by reason thereof.

**14. DATES & DEADLINES/ANTICIPATED NUMBER OF ENTRANTS:** Because of the unique nature and scope of the Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. Sponsor cannot accurately predict the number of entrants who will participate in the Contest.

**15. FURTHER DOCUMENTATION:** If Sponsor shall desire to secure additional assignments, certificates of engagement for the Entry or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules, then each entrant agrees to sign the same upon Sponsor's request therefore.

**16. GENERAL:** Any attempted form of participation in this Contest 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, entered, or attempted to register or enter the Contest using multiple e-mail addresses, identities, proxy servers or like methods, all of that entrant's entries will be declared null and void, and that entrant will be ineligible to participate or win a prize. In the event of a dispute as to the identity of a winner, the winning Entry will be declared made by the authorized account holder of the e-mail

address associated with the e-mail address used to submit the Entry. The "authorized account holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each entrant may be required to show proof of being an authorized account holder. Sponsor and Administrator reserve the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Contest, 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 Contest. Any use of robotic, automatic, macro, programmed, thirdparty or like methods to participate in the Contest 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 CONTEST 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 9 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 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 Contest. 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 Entries and/or materials submitted will not be returned. In the event of any conflict with any Contest details contained in these Official Rules and Contest 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 Contest as set forth in these Official Rules shall prevail.

17. **WINNER LIST:** For a winners list, mail a self-addressed, stamped business-sized envelope to Smith Brothers Farms Great Bake Off Contest 79th Ave S, Kent, WA 98032. Winner List requests must be received by December 12, 2021