

Don Pancho Put Crema on Everything Contest Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

1. Eligibility

Put Crema on Everything Contest (the "Contest") is open 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 Reser's Fine Foods, Inc. and other companies associated with the promotion of the Contest, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Contest is subject to federal, state, and local laws and regulations.

2. Sponsor

The Contest is sponsored by RMJV, LP dba Fresh Creative Foods (Sponsor), 3285 Corporate View, Vista, CA 92081.

This contest is in no way sponsored by or endorsed by Instagram.

3. Agreement to Official Rules

Participation in the Contest constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

4. Contest Period

The Contest entries will be accepted beginning on August 12, 2020 at 9:00 AM PST and will end on September 2, 2020 at 11:59 PM PST (the "Contest Entry Period"). Entries that are submitted before or after the Contest Entry Period will be disqualified. Submissions will be accepted for the duration of the Contest Entry Period using only Instagram.

Voting period for the Grand Prize winner will begin on September 4, 2020 and will end on September 13, 2020 at 11:59 pm PST. Winner will be announced on September 14, 2020.

5. How to Enter

Instagram: This method of entry will be available by visiting our Instagram page (https://www.instagram.com/donpanchofoods/) and following the directions provided in the contest announcement post. Directions and rules will also be available through a link on the Don Pancho Instagram bio.

Instagram users can enter by posting a photo/recipe they've prepared using cilantro lime crema and description of ingredients. They must also follow + tag @donpanchofoods and use the hashtag #CremaOnEverything. By using this hashtag, the entry will be added to the Viral Sweep review queue, where representatives of Sponsor will verify it meets contest criteria, before posting in the contest gallery.

Contest criteria:

- Photo & copy may not contain profanity or vulgar images.
- Photo must contain a finished dish: main meal, sides, snacks, sandwiches, salads, etc.
- Cilantro Lime Crema should be visible in the photo, and mentioned in the copy (bottle need not be present, as there is no purchase necessary to enter).
- Photos must be in focus/not blurry and the main imagery should be the food.
- Photo may not contain product packaging from other brands (Don Pancho packaging is acceptable, but not required).
- Photo and caption may not include political or religious statements.

Limit one (1) entry per person, per Instagram handle, for each of the three weeks in the entry period (one entry per week). Entries received from any person, Instagram handle, or household in excess of the stated limitation will be void. All entries become the property of Sponsor and will not be acknowledged or returned.

No purchase necessary to enter. If entrant does not have Don Pancho Cilantro Lime Crema, they may make and use their own homemade version or any Cilantro Lime Crema.

6. Contest Prize Selection

There will be multiple prizes given during this contest:

- Weekly prizes for one "judges favorite" per week, will be chosen by an independent adjudicator or panel of judges appointed by the Sponsor. One prize package will be given each week during the three week contest entry period.
 - Weekly prize winners will be announced on August 18, August 25 and September 1.
- One grand prize will be awarded to the winner of the popular vote after all online votes are tallied; announced on September 14, 2020.
- Weekly Prizes will be selected by a panel of judges based on creativity, photo quality and overall presentation and use of ingredients.

The odds of winning depend on the number of entries received. The Sponsor will attempt to notify the potential winner via Instagram direct message and in a public post on September 14, 2020. If the potential winner cannot be contacted within five (5) days after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place at random from the remaining non-winning, eligible entries.

7. Winner Notification

The potential winners will be notified by Instagram direct message and in a public post. If a potential winner cannot be contacted, or fails to respond within the required time period, or prize is returned as undeliverable, the potential winner forfeits the prize. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by selecting the entry with the second most votes from all remaining eligible entries. Only three (3) alternate winners will be selected, after which the prize will remain un-awarded. Prizes will be fulfilled approximately within 3-4 weeks after the conclusion of the Contest.

8. Prizes

The prize is as stated and no cash or other alternatives will be offered. The prizes are not transferable. Prizes are subject to availability and we reserve the right to substitute any prize with another of equivalent value without giving notice.

Winners will be chosen:

• One grand prize winner will be chosen as a result of a popular vote conducted via social media sites as measured and recorded and verified by Promoter and or its agents.

• Grand prize will include:

- \$500 Visa gift card
- Care package of Don Pancho tortillas, wraps and chips
- A two pack of Cilantro Lime Crema
- <u>Prairie Fresh</u> sample pack of pork cuts (two packages each of Prairie Fresh tenderloins, St. Louis style spareribs and loin filets)
- Approximate Retail Value: \$600
- Three weekly prize winners will be chosen by 3 independent judges, appointed by the Promoter. One prize will be awarded each week. Those prize packages are:
 - Week One:
 - Care package of Don Pancho tortillas, wraps and chips
 - Two Pack of Cilantro Lime Crema
 - \$100 Visa Gift card
 - One Finex 10" Cast Iron Skillet
 - Approximate Retail Value: \$345
 - Week Two:
 - Care package of Don Pancho tortillas, wraps and chips
 - Two Pack of Cilantro Lime Crema
 - \$100 Visa Gift card

- 2 packages of <u>Main St Bistro Roasted potato sides</u> and assorted <u>Stonemill Kitchens Dips</u>
 - Approximate Retail Value: \$200
- Week Three:
 - Care package of Don Pancho tortillas, wraps and chips
 - \$100 Visa Gift card
 - Two Pack of Cilantro Lime Crema
 - Pork Barrel BBQ Sample pack of BBQ Sauces and Spice Rubs
 - Approximate Retail value: \$220

9. General Conditions

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Contest and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disgualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

10. Release and Limitations of Liability

By participating in the Contest, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b)

unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the cancellation or postponement of the event and/or the flyover, if applicable, the incorrect downloading of the application, the processing of entries application downloads or in any Contest-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Contest or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Contest, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Entering the contest automatically allows Fresh Creative Foods to share entrants content on all of its'social media platforms and website.

11. Disputes

Except where prohibited, each entrant agrees 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, and exclusively by the appropriate court located in Oregon . All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Oregon , without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than California.

12. Privacy

Information collected from entrants is subject to sponsor's privacy policy: https://donpancho.com/privacy-policy/

13. Winner's List: For the names of the winners of prizes, you can view the contest winner announcement on September 14, 2020 at <u>https://www.instagram.com/donpanchofoods/</u> This post will remain visible through September 22, 2020