

Tear Into Flavor Sweepstakes Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Tear Into Flavor Sweepstakes (the "Sweepstakes") 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 (or nineteen (19) years of age or older for residents of Alabama and Nebraska) at the time of entry. Employees of Hormel Foods Sales, LLC ("Sponsor"), Merkle Inc. ("Administrator"), and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules (the "Official Rules") and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Hormel Foods Sales, LLC, 1 Hormel Place, Austin, MN 55912. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Sweepstakes begins on May 15, 2023 at 12:00 a.m. Eastern Time ("ET") and ends on June 30, 2023 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time-keeping device for the Sweepstakes.

4. How to Enter: During the Promotion Period, there are two (2) ways to enter the Sweepstakes, as outlined below:

a. Purchase a Qualifying HORMEL® Pepperoni Product: During the Promotion Period, purchase at least one (1) HORMEL® Pepperoni product (each a "Qualifying Purchase") from a retailer, while supplies last. **See Appendix A for a full list of Qualifying Purchases.** Locate the UPC code ("Code") which is printed on the outside of the back of the packaging and have it available. Next, during the Promotion Period, visit www.tearintoflavor.com and follow the links and instructions to complete and submit the registration form in its entirety, including providing your valid email. Then, follow the links and instructions to enter the Code. You will receive one (1) entry into the Sweepstakes.

b. Free Code: During the Promotion Period, visit www.tearintoflavor.com and follow the links and instructions to complete and submit the registration form in its entirety, including providing your valid email. Then, follow the links and instructions to enter the following code ("Code"): 00037600398855. You will receive one (1) entry into the Sweepstakes.

Limit: You may enter one (1) time per day during the Promotion Period, regardless of method of entry. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed as to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

5. Prize Drawings: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during the Promotion Period, on or around July 5,

2023. The potential winners will be notified by email, mail, or phone. Each potential winner of a prize valued at or over \$600.00 will be required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration") which must be received by Administrator within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. Potential winners may be required to provide their name, home mailing address (P.O. Boxes may not be permitted), and date of birth to confirm eligibility and for purposes of prize fulfillment within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide any other requested information within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner of a prize valued over \$25.00 is disqualified for any reason or forfeits the prize, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Unclaimed prizes valued at or less than \$25.00 will not be awarded.

6. Prizes: ONE (1) GRAND PRIZE: A trip for four (4) to Hollywood, California. Trip package includes round trip, coach-class air transportation for four (4) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Hollywood, California; three (3) nights' accommodations at a hotel determined by Sponsor in its sole discretion (two (2) rooms, double occupancy); and 3-Day Park Tickets for Universal Studios Park Admission for four (4). **There exists an inherent risk of exposure to COVID-19 in any public place where people are present. COVID-19 is a contagious disease that can lead to severe illness and death. By traveling and attending event, winner and winner's guests voluntarily assume all risks related to exposure to COVID-19.** Winner must complete the trip within one (1) year from the drawing date or prize will be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, baggage fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. The Grand Prize winner acknowledges that there is inherent risk associated with travel, and by accepting the prize the winner agrees to incur such risk and releases the Released Parties (as defined in Section 7 below) from any liability for related damages. Winner acknowledges and agrees Sponsor will not provide any insurance associated with the prize, and winner and guest are responsible for obtaining any related insurance, if desired. Unless child of winner, travel companion must be eighteen (18) years of age or older as of the date of departure or a sibling/friend of winner with the appropriate parental permissions and releases and must travel on same itinerary and at the same time as the winner. If winner is a minor in his/her state of residence, travel companion must be winner's parent/legal guardian. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. Winner and travel companions are responsible for complying with any COVID-19 requirements set forth by airline, rental car vendor, hotels, excursion and event venues or other vendors offering services that are part of the trip prize. Failure to comply with any required COVID-19 requirements, may result in forfeiture of the prize or elements of the prize. Forfeiture of any aspect of the trip due to failure to meet these requirements will not impact the value of the trip as reported on an IRS Form 1099. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if event is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Approximate Retail Value ("ARV"): \$9,000.00. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value.

TWELVE (12) FIRST PRIZES: Family Pizza Night Prize Pack which includes: one (1) Hormel® brand oven mitt; one (1) Hormel® brand apron; two (2) adult Hormel® brand sweatshirts size XL; two (2) youth Hormel® brand sweatshirts size XL; twelve (12) Hormel® Pepperoni coupons each good for \$5.00, terms and conditions apply; and a \$500.00 prepaid card, terms and conditions apply. Your use of the prepaid card is governed by the Cardholder Agreement, and some fees may apply. This is not a gift card. Please note that prepaid cards are subject to expiration, so pay close attention to the expiration date of the card. ARV: \$659.00.

ONE HUNDRED (100) SECOND PRIZES: One (1) Hormel® brand oven mitt. ARV: \$19.00

TWO HUNDRED FIFTY (250) THIRD PRIZES: A \$25.00 physical coupon for Hormel Gatherings® brand, terms and conditions apply. ARV: \$25.00.

TWO HUNDRED FIFTY (250) FOURTH PRIZES: A Hormel® Pepperoni coupon each good for \$5.00 terms and conditions apply. ARV: \$5.00.

ONE HUNDRED (100) FIFTH PRIZES: One (1) Hormel® brand aluminum water bottle. ARV: \$9.40.

Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period. Limit: one (1) prize per person. Total ARV of all prizes: \$27,248.00.

7. General Conditions: As a condition of entering the Sweepstakes, entrant agrees (and agrees to confirm in writing, if requested): (a) to release and hold harmless Sponsor, Administrator and their respective affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") and that such Released Parties shall have no liability whatsoever from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize; (b) that, except where legally prohibited, entrant grants (and agrees to confirm that grant in writing) permission to Sponsor and those acting under its authority the right to the use of his/her name, image, likeness, voice, biographical information, and statements, at any time or times, for advertising, trade, publicity, and promotional purposes, in any and all markets and media now known or hereafter discovered, worldwide in perpetuity, without additional compensation, notification, permission or approval.

Please see the privacy policy located at [https:// www.hormelfoods.com/privacy-policy](https://www.hormelfoods.com/privacy-policy) for details of Sponsor's policy regarding the use of personal information collected in connection with the Sweepstakes. Additionally, any communication between entrant and Sponsor or its agencies regarding the Sweepstakes (e.g. phone calls, text messages, chats, email, etc.) may be recorded for quality assurance and training purposes. Winners' names may be included in a publicly available winners' list.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) including, but not limited to, fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute, lockout, or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state/provincial or local government law, order, regulation, or guideline, public health crisis (e.g., Coronavirus), order of any court or jurisdiction, event cancellation, scheduling conflict, inclement weather, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence) that interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by

Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance and may modify the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any use of robotic, automatic, marco, programmed or like entry methods will void all such entries by such methods and disqualify any entrant using such methods. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

8. Limitations of Liability: Released Parties are not responsible for lost, late, misdirected, incomplete, deceptive, garbled, or non-delivered entries; or for interrupted or unavailable satellite, network, server, Internet Service Provider ("ISP"), Website, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, corrupted, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of an entry or other information or the failure to capture, or loss of, any such information. Released Parties are not responsible for injury or damage to entrant's or to any other person's computer, mobile phone or other device related to or resulting from participating in the Sweepstakes or downloading materials from or use of the Website. Released Parties are not responsible for any incorrect or inaccurate information, whether caused by Website users, human error, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes, and assume no responsibility for any error, interruption, deletion, defect, delay in operation, or transmission, communications line failure, theft or destruction, or unauthorized use of this Website. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

IN NO EVENT, WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE SWEEPSTAKES OR YOUR ACCESS TO AND USE OF THE WEBSITE OR DOWNLOADING FROM AND/OR PRINTED MATERIAL DOWNLOADED FROM SAID WEBSITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING IN CONNECTION WITH THE SWEEPSTAKES IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO EVERY ENTRANT.

9. Dispute Resolution: You agree that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Sweepstakes or the Official Rules, will be resolved in accordance with the provisions set forth in this Dispute Resolution section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved.

You agree that whenever you have a disagreement with Administrator or Sponsor arising out of, connected to, or in any way related to the Sweepstakes or the Official Rules, you will send a written notice to the Administrator ("Demand"). You agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Official Rules.

You must send the Demand to the following address (the "Notice Address"): Legal Department, Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until thirty (30) days after your Demand is received. If the disagreement stated in the Demand is not resolved to your satisfaction within thirty (30) days after it is received, and you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of you, Administrator and Sponsor to litigate claims in court and you, Administrator, and Sponsor each agree to waive your respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against Administrator or Sponsor in any state or federal court. You agree that if you do sue in state or federal court, and Administrator or Sponsor brings a successful motion to compel arbitration, you must pay all fees and costs incurred by Administrator and Sponsor in court, including reasonable attorney's fees. For any such filing of a demand for arbitration, you must effect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the AAA Consumer Arbitration Rules effective September 1, 2014 (as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate.

You agree that you will not file a class action or collective action against Administrator or Sponsor, and that you will not participate in a class action or collective action against them. You agree that you will not join your claims to those of any other person. Notwithstanding any other provision in the Official Rules, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances do you, Administrator or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator and Sponsor agree that we will submit all disputes with you to arbitration before the Arbitrator.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator and Sponsor in connection with the Sweepstakes, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules. The place of arbitration shall be Oakland County, Michigan. This arbitration provision shall survive conclusion, modification or termination of the Sweepstakes and suspension, revocation, closure, modification, or amendments to the Official Rules, and any aspect of the relationship of the parties relating to or arising from participation in the Sweepstakes.

10. Governing Law: Except where prohibited by law, by participating, entrant agrees that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules, and any matters or proceedings which are not subject to arbitration as set forth in these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Michigan. By participating, entrant consents to the exclusive jurisdiction of the state and federal courts of Michigan, and consent to venue exclusively in Oakland County, Michigan.

11. Entrant's Personal Information: Information collected from entrants is subject to Sponsor's Privacy Policy <https://www.hormelfoods.com/privacy-policy>.

12. Winner List: For a winner list, please [click here](#). The winner list will be posted after winner confirmation is complete.

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Appendix A: Qualifying Purchases

HORMEL® Turkey Pepperoni Minis 4 oz

HORMEL® Pepperoni Stix 6 Count

HORMEL® Pepperoni Stix 20 Count

1.75 Original Pepperoni Wallet Pack

6OZ Original PILLOW PACK® Pepperoni

HORMEL® SLICED PILLOW PACK® Sliced Chorizo

6OZ Original PILLOW PACK® Pepperoni

5 oz HORMEL® Turkey Pepperoni

6oz HORMEL® Pepperoni 25% Less Fat

5 oz HORMEL® Hard Salami

6 oz HORMEL® Pepperoni 50% Less Sodium

5oz HORMEL® Pepperoni Minis

6oz HORMEL® PILLOW PACK® Pepperoni Thick Slice

5/.75oz HORMEL® Pepperoni Turkey Stix

5oz HORMEL® Pepperoni Minis

3.5 oz HORMEL® Original Pepperoni

3.5 oz hot and spicy HORMEL® Pepperoni Deli Style

6 oz HORMEL® Original Pepperoni

5 oz HORMEL® Turkey Pepperoni

5 oz HORMEL® NATURAL CHOICE® UNCURED PEPPERONI

5 oz HORMEL® Turkey Pepperoni

21 oz HORMEL® Original Pepperoni

6 oz HORMEL® Original Pepperoni

16 oz HORMEL® Original Pepperoni

5 oz HORMEL® Pepperoni Cup N' Crisp Original

5 oz HORMEL® Pepperoni Cup N' Crisp Bold

HORMEL GATHERINGS® Pepperoni and Hard Salami Party Tray 28 oz