

2022 Anything But A Basket Sweepstakes
Official Rules – Reec Swiney

1. **NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCE OF WINNING. SWEEPSTAKES VOID WHERE PROHIBITED.** These specifications, terms and conditions relating to the Anything But A Basket Sweepstakes (the “Sweepstakes”) comprise these Official Sweepstakes Rules (“Rules”) and shall govern and apply to all participation and activity arising out of and relating to the Sweepstakes. Communication with PMI Nutrition (the “Sponsor”) through its Sweepstakes-related web properties shall additionally be governed by the prevailing and posted Privacy Statement, Terms of Use and other disclosed terms and conditions. In the event of a conflict between the Rules and any other official Sweepstakes-related communications by Sponsor, these Rules shall govern. Participant shall review these Rules which, by participant’s participation and as a condition to claiming, redeeming, and use of any Sweepstakes prize, Participant agrees these Rules will govern all aspects of participant’s relationship with the Sweepstakes and Sponsor. These Rules cannot be modified or superseded except by Sponsor, in its reasonable discretion, in a written revision to these Rules posted by Sponsor.
2. **ELIGIBILITY:** Sweepstakes participants must be legal residents of the contiguous forty-eight (48) United States or the District of Columbia, and the age of majority or older in their state or jurisdiction of residence at the time of entry. Void in Alaska and Hawaii and anywhere prohibited or restricted by law. Employees, officers and directors of Sponsor, and all of its respective parents, subsidiaries, divisions, affiliates, suppliers, printers, distributors and advertising, promotional and judging agencies, (and their respective IRS dependents, immediate family members [parents, children, siblings and spouse]) and individuals residing in their same household (whether or not related) are not eligible to participate.
3. **TIMING:** The Sweepstakes is scheduled to begin at 8:00:01 a.m. Central Time (CT) on July 27, 2022, and end at 11:59:59 p.m. CT on August 10, 2022, (the “Sweepstakes Period”). Sponsor’s time clock is the official timekeeper for all Sweepstakes-related deadlines. Proof of sending an Entry does not constitute evidence Sponsor received the Entry.
4. **HOW TO PARTICIPATE IN THE SWEEPSTAKES:** During the Sweepstakes Period, participants may enter the Sweepstakes by posting a video on Tik Tok or Instagram of participant collecting chicken eggs using anything but an egg basket and tagging Reec Swiney @BlackYardChickenz.

Video post must include the hashtag: #AnythingButABasketSweepstakes.

By submitting an Entry, you represent and warrant that you own the Entry, it is original and has not been previously published or won an award, and contains your own content. Entries must not: (i) contain any material that infringes upon third-party intellectual property, privacy, proprietary or other rights (including if used in advertising), (ii) reference any entity other than Sponsor, reference any individual other than the Entrant, or contain any third party advertising, including but not limited to logos, brand names, and slogans, other than those relating to Sponsor, (iii) promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), (iv) contain any obscene, defamatory, offensive, or otherwise unlawful, objectionable, or inappropriate content, as determined in Sponsor’s sole discretion, or (v) any unlawful content that is in violation of any applicable laws or regulations. All Entries are subject to approval and may be removed at any time. Entries become the sole and exclusive property of Sponsor and none will be returned.

By submitting an Entry, you grant to Sponsor an irrevocable, royalty-free, perpetual license to use the Entry materials for any and all purposes. No copies or mechanical reproductions will be accepted. There is a limit of one (1) Sweepstakes Entry per person during the entire Sweepstakes Period.

5. **SWEEPSTAKES PRIZES:** Sponsor will randomly select ten (10) potential winners from among all eligible entries received by Sponsor during the Sweepstakes Period. Winners will receive a Hen Up fanny pack. Approximate Retail Value (ARV) of the prize is \$40; total ARV for all prizes is \$400.
6. **PRIZE CONDITIONS:** Prizes are awarded "AS IS" with no warranty, representation or guarantee, express or implied, in fact or in law, made by Sponsor or for which Sponsor shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. The winner is solely responsible for any and all obligations, costs, fees, all federal, state and local taxes, assessments and expenses related to the prizes. All other costs and expenses not expressly set forth herein are the winner's sole responsibility. No cash or other substitution, assignment, or transfer of prizes is permitted, except that Sponsor reserves the right, but has no obligation, to substitute a prize with another prize of comparable value. Sweepstakes prize will be awarded to individual winning participant and should be retained by such individual only in conformity with these Rules.
7. **DETERMINATION OF WINNER:** The potential winner will be selected by random drawing from among all eligible entries received on or about August 10, 2022, and potential winner will be notified by direct message or email on or about August 17, 2022, based on the contact information provided on the official entry form. Drawing will be conducted by the Sponsor. Odds of winning depend on the number of eligible entries received. If a potential winner cannot be contacted within five (5) business days following the first attempt; if potential winner fails to sign and return the Affidavit of Eligibility and Liability/Publicity Release and IRS W-9 Form, if required, within the required time period; if potential winner is otherwise ineligible pursuant to these Rules; or if a potential winner cannot receive the prize for any reason, then the potential winner will be deemed to have forfeited the prize. In the event of forfeiture by a potential winner, an alternate potential winner may be selected at random from among the eligible entries received during the Sweepstakes Period.
8. **OTHER TERMS AND CONDITIONS:** Participants in the Sweepstakes must comply with all terms and conditions set forth in these Rules, and winning is contingent upon fulfilling all such requirements. Participants agree to be bound by these Rules and the decisions of the Sponsor. Sweepstakes is subject to all applicable federal, state and local laws, and void where prohibited. Potential winner may be required to sign, have notarized, and return an Affidavit of Eligibility & Liability Release, and where lawful, a Publicity Release, within ten (10) days of notification. Potential winner may be required to furnish his/her Social Security number for the sole purpose of tax reporting, as required by law. Should potential winner fail to comply with these requirements, she/he will be disqualified and another potential winner may be selected in the place of the disqualified person. If any prize or prize notification is returned as non-deliverable, the potential winner will be disqualified and another potential winner may be selected in the original potential winner's place. Sponsor has no obligation for reimbursement or replacement of prizes. Prizes are not transferable or redeemable for cash and must be accepted as awarded. Winners are responsible for any damage or loss associated with the use or enjoyment of prize. Winner shall bear all risks of loss or damage to prize after it has been delivered. By accepting the prize, winner agrees, and consents to the Sponsor's (and those acting under the Sponsor's authority) use and posting of the winner's name, picture/portrait, likeness, voice and/or any/all submitted materials for advertising and promotional purposes without limitation, further consideration, or further

compensation except where prohibited by law. BY PARTICIPATING IN THE SWEEPSTAKES, PARTICIPANTS AGREE THAT THE SPONSOR, ITS SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTION AGENCIES, AND ALL OF THE SPONSOR'S OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, WILL HAVE NO LIABILITY WHATSOEVER FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE(S) OR PARTICIPATION IN THIS SWEEPSTAKES OR PARTICIPATION IN ANY PROMOTION OR PRIZE RELATED ACTIVITY. By participating in the Sweepstakes, participants and winner agree to forever and irrevocably release, defend, indemnify and hold harmless Sponsor 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 Sweepstakes, including, but not limited to, the participant's entry, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, receipt, delivery of, possession, defects in, use, nonuse, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the receipt or use of the prize(s). Also, by participating, participants understand that Sponsor will use participant's name, address, email address and other personal information as provided in the entry for the purpose of administrating the Sweepstakes, and may be used to provide participants with information and offers that Sponsor sends to mailing list enrollees. From time to time, based on the interests participants have indicated on the entry form, Sponsor may send participants information and offers from Sponsor's marketing partners. Participants will be given the opportunity to opt-out of future mailings and emails at any time. For Sponsor's complete Privacy Policy, visit <https://www.landolakesinc.com/Privacy-Policy>.

9. **MISCELLANEOUS:** In the event of a dispute over person(s) responsible for an entry, the disputed entries will be deemed to having been made by the authorized account holder of the email address provided with the entry. The "authorized account holder" is deemed the natural person who is assigned to an email address by an internet access provider, service provider or other online organization that is responsible for assigning email addresses for the domain associated with the submitted email address. A potential winner may be required to provide Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning entry. If for any reason the Sweepstakes is not capable of running as planned, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, human error or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the sweepstakes, Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, device, failure of any email or entry to be received by Sponsor due to technical problems or traffic congestion on the internet or at any website, any combination thereof, or otherwise, including any injury or damage to participant's or any other person's computer related to or resulting from participation, uploading or downloading any materials in the Sweepstakes. Sponsor is not responsible for late, inaccurate, lost, damaged, illegible, incomplete, stolen, postage due or misdirected entries. CAUTION: ANY ATTEMPT BY AN PARTICIPANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS 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.

10. **DISPUTE RESOLUTION & INDEMNIFICATION:** Except where prohibited, by participating in this Sweepstakes, participant agrees that all issues and questions concerning the construction, validity, interpretation and enforceability of these rules, or the rights and obligations of participant(s) and Sponsor, shall be governed by and construed exclusively in accordance with the laws of the state of Minnesota without giving effect to any principles of conflicts of law of any jurisdiction and that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating, but in no event attorneys' fees; and (c) under no circumstances will any participant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.
11. **SOCIAL PLATFORMS.** This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram or any social media platform (collectively, "Platform"). You understand that you are providing your information to Sponsor and not to Platform. All participants, as a condition of entry into the Sweepstakes, agree to release Platform and each of their respective parents, subsidiaries and affiliated companies from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with participating in any aspect of the Sweepstakes, the receipt, ownership or use of any prize awarded or participation in any prize-related activities.
12. **WINNERS LIST:** A complete list of Sweepstakes winners will be available by sending a stamped self-addressed envelope after [INSERT DATE], 2022, (no later than [INSERT DATE], 2022) to: Anything But A Basket Sweepstakes Winner, 4001 Lexington Avenue North, Arden Hills, MN 55126.
13. **SPONSOR:** PMI Nutrition, LLC, 4001 Lexington Avenue North, Arden Hills, MN 55126.