

Utz Cheese Balls Day 2023 Sweepstakes

NO PURCHASE NECESSARY TO ENTER OR WIN THE SWEEPSTAKES.
A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.

OFFICIAL RULES

- 1. SPONSOR:** The Utz Cheese Balls Day 2023 Sweepstakes (“Sweepstakes”) is sponsored by Utz Quality Foods, LLC (“Sponsor”). Questions, comments or complaints are to be directed to the Sponsors via email at Social@utznacks.com or mailing to Utz Cheese Balls Day 2023 Sweepstakes C/O Utz Quality Food, LLC, 900 High Street, Hanover, PA 17331. Entry information is owned by the Sponsor. The entry information provided will only be used in the event that entrant is selected as a sweepstakes winner or if the entrant has indicated he/she would like to receive additional information from Sponsors.
- 2. ELIGIBILITY:** NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. The Promotion is open only to legal residents of the forty-eight (48) contiguous United States and the District of Columbia, who are 18 years of age or older as of date of entry. The Sweepstakes is void where prohibited. Employees of Utz Quality Foods, LLC, their respective parents, subsidiaries, divisions, affiliates, suppliers, distributors and advertising, promotional and judging agencies (collectively, “Released Parties”), and their immediate and extended family members (including but not limited to spouses, domestic partners, parents, children, and siblings) and household members of each (whether related or not) are not eligible to participate in or win a prize in the Promotion. All federal, state and local laws and regulations apply. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’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.
- 3. PROMOTION PERIOD:** The Sweepstakes begins at 7:00 AM Eastern Time (“ET”) on April 17, 2023 and ends at 11:59 PM ET on April 23, 2023 (the “Promotion Period”). The Promotion consists of a Random Draw Sweepstakes (“Sweepstakes”).
- 4. HOW TO PARTICIPATE:** Visit the Sweepstakes entry page located at www.instagram.com/utznacks (“Website”) to submit the required information and complete all entry methods including (1) follow Utz Snacks on Instagram; (2) like the entry post announcing the sweepstakes; (3) comment on the entry post, and (4) agreement to these Official Rules, which will be accessible from the Utz Snacks Sweepstakes Instagram page.

A total of ten (10) grand prize winners will be randomly selected (as set forth in Section 5: PRIZE). All entries become the property of Sponsors and will not be acknowledged or returned. False or deceptive entries or acts, as determined by the Sponsors in their sole discretion, will render the entrant ineligible. Participants represent and warrant that they have not purchased any kind of device or internet service in order to submit an entry or participate in and/or enter the Sweepstakes. Collectively, all Website Entries and Mailed Entries will be referred to as ("Entry" or "Entries").

5. **PRIZE:** Sponsors will award ten (10) grand prize winners each consisting of:

- a. (1) Utz Cheese Balls T-Shirt
- b. (2) Utz Cheese Balls Water Bottles
- c. (1) Utz Koozie
- d. (1) Utz Cheese Balls Plush Toy
- e. (1) Utz Cheese Balls Socks
- f. (2) 36.5 Oz Utz Cheese Balls Barrels

All prizes are non-refundable and can not be exchanged for cash. A prize winner can not assign or transfer his or her prize to another person. The Approximate Retail Value ("ARV") of each grand prize is \$89.79. The ARV of all prizes is \$897.90

6. **WINNER SELECTION:** Prize winners will be randomly selected from among all eligible entries received during the Promotion Period. The decisions of the Sponsors will be final and binding and cannot be appealed. Prize winners will be notified by private message, email and/or phone shortly after the drawing on April 24, 2023, and must meet all eligibility requirements.

7. **CLAIMING PRIZES/RELEASE:** Eligibility and all claims made by a potential winner are subject to verification. Sponsors are not responsible for fraudulent communications sent to entrants not by Sponsors. If, despite reasonable efforts, a potential winner does not respond within three (3) business days of the first notification attempt, or if the prize or prize notification is returned unclaimed or is undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected in Sponsors' sole discretion from among the remaining eligible entries. If the prize notification is returned as undeliverable or if the potential winner fails to respond to notification attempts, the potential winner may be disqualified, and an alternate winner may be selected in Sponsors' sole discretion from among the remaining eligible entries. In the event the winner declines the prize, Sponsors' may elect, in their sole discretion, to select an alternate winner from among the remaining eligible entries. If a dispute arises regarding who submitted an entry, or if the winning email address does not belong to an individual, but rather to an eligible group, business or organization, the entry will be deemed submitted by the legitimate holder of the

email account listed on the entry as determined by Sponsors. Sponsors shall not be responsible or liable for failure to contact potential winners due to an undeliverable email message, incorrect phone number, full or nonoperational voicemail, or an inactive or suspended email account or failure by potential winner to provide a current email address. Participants should be sure to check their email messages regularly and keep their account updated with their correct contact information so that they will be able to be contacted if selected as a potential winner. A potential winner, who fails to notify Sponsors' via email at social@utzsnacks.com with any issue within three (3) business days after attempted prize notification, forfeits any right to do so.

8. **ODDS:** The odds of winning a Sweepstakes Prize will depend on the total number of eligible entries received.
9. **GENERAL CONDITIONS:** Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsors. Winners are responsible for any and all federal, state and local taxes associated with prize. No transfer, assignment, substitution or cash equivalent for any prize will be permitted, except at the sole discretion of the Sponsors due to prize unavailability for any reason. In such circumstance, an alternate prize of equal value will be awarded and Sponsors' obligation to the winner will be fulfilled, and no other additional compensation will be provided. Resale of prizes is prohibited. In no event will more than the stated number of prizes/offers be awarded. If an entrant submits more than the stated number of Entries permitted, and/or if the Sponsors or Administrator suspects that an entrant attempted to obtain additional Entries by using multiple or different email addresses, registrations, identities or any other method, Sponsors and Administrator will void that entrant's Entries and that entrant may be disqualified. Entries generated by script, macro or other automated means and Entries by any means which subvert the entry process are void. Entries will not be acknowledged or returned. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, sweepstakes entry services to create fraudulent phone numbers and/or identities) will void all Entries by that entrant. Normal internet access and data charges imposed by your internet/wireless phone service provider may apply. See your internet/wireless provider for pricing plan details. In the event of a dispute as to any Entry, the authorized account holder of the email address used to enter will be deemed the entrant. The "authorized account holder of the email address" is the natural person assigned an email address by an Internet access provider, online service provider or other organization, (e.g., business, educational institution, etc.) responsible for assigning email addresses for the domain associated with the submitted address. Potential winners/offer recipients may be required to show proof of being the authorized account holder associated with the Entry.
10. **RELEASE AND LIMITATION OF LIABILITY:** The Released Parties are not responsible for lost, late, incomplete, misdirected, invalid or unintelligible Entries, which will be disqualified. In exchange for the right to participate in the Promotion, entrants/winners

agree to release, discharge and hold harmless Released Parties from and against any and all liability (including, but not limited to, damages caused or claimed to be caused, losses, or injury) arising out of participation and/or acceptance/use or misuse of the prize, and agree to be bound by these Official Rules and Administrator's or Sponsors' decisions, which are final. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion materials and the terms and conditions of the Official Rules, this version of the Official Rules shall prevail, govern and control. The Released Parties are not responsible for any typographical or other error in the printing of the Promotion material, administration of the Promotion or in the announcement of the prizes. NOTICE: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. The Released Parties are not responsible for faulty, incorrect, undeliverable or mistranscribed phone/email transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind including any injury or damage to any person's computer, phone or device related to or resulting from participating in or experiencing any materials in connection with the Promotion, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer or device transmission that may limit a user's ability to participate in the Promotion. The Released Parties assume no responsibility for undeliverable emails, including but not limited to those resulting from any form of active or passive email filtering by a user's Internet service provider and/or email client or for insufficient space in user's email account to receive email. All entrants understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state, territory, or country that may be applicable with respect to the foregoing release are hereby expressly and forever waived. All participating entrants acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

- 11. RESERVATION OF RIGHT TO CANCEL OR MODIFY:** Sponsors reserves the right to cancel or modify the Promotion if fraud, misconduct or technical failures threaten the integrity of the promotion; or if a computer virus, bug, or other technical problem corrupts the administration or security of the Promotion as determined by Sponsors, in their sole discretion. In the event of termination, a notice will be posted on-line, and the Sweepstakes drawings will be conducted from among all eligible Entries received for each applicable drawing, prior to termination. Any damage made to the Website by an entrant will be the responsibility of the entrant and/or the authorized email account

holder of the email address submitted at the time of Entry. Sponsors reserves the right to prohibit the participation of an individual if fraud or tampering is suspected or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules.

12. **PUBLICITY:** Acceptance of any prize constitutes permission for the Sponsors and its agencies to use winner's name and/or likeness and Entry for purposes of advertising and trade without further compensation, including a winners list, unless prohibited by law.

13. **DISPUTES:** THIS PROMOTION IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF PENNSYLVANIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, each entrant agrees that any and all disputes that cannot be resolved between the parties, and all causes of action arising out of or connected with this Promotion, shall be resolved individually without resort to any form of class action and exclusively before a court having jurisdiction located in Pennsylvania. In any such dispute, under no circumstances will entrant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental or consequential damages, including reasonable attorneys' fees, other than entrant's actual out-of-pocket expenses (e.g., evidenced costs associated with entering this Sweepstakes). Entrant further waives all rights to have damages multiplied or increased.

14. **ENTRANT'S PERSONAL INFORMATION:** Information collected from entrants is subject to Sponsor privacy policy. Information may be shared with third parties. For the complete privacy policies of the Sponsor, please go to:
[Utz Quality Foods, LLC Privacy Policy](#)

By entering the Sweepstakes, you agree to the use of your personal information as described in the Sponsors' privacy policy.

15. **WINNERS LIST:** For a list of winners available for ninety (90) days after April 23, 2023, send a stamped, self-addressed envelope to: Utz Cheese Balls Day 2023 Sweepstakes, C/O Utz Quality Food, LLC, 900 High Street, Hanover, PA 17331. Winners List will be sent after all prizes have been awarded.