

CHOWARD'S® FLAVOR TASTER SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

The Choward's® Flavor Taster Sweepstakes ("Sweepstakes") is sponsored by C. Howard Company, Inc. ("Sponsor"), 1007 Station Road, Bellport, NY 11713, and is administered by Twelve Thirty, LLC ("Administrator").

1. **SWEEPSTAKES PERIOD:** The Sweepstakes begins at or about 12:00 PM Eastern Time ("ET") on June 29, 2023 and ends at 11:59:59 PM ET on July 31, 2023 ("Sweepstakes Period"). The Administrator's computer is the Sweepstakes official clock.
2. **ELIGIBILITY:** This Sweepstakes is offered only to legal United States 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, directors, officers, and agents of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotional agencies, and suppliers involved in the Sweepstakes ("Sweepstakes Entities"), as well as the members of each of their immediate families (defined as spouse, parents, children, and siblings) and persons residing in the same household (whether related or not) as such individuals are not eligible to enter or win. 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 Sweepstakes.

3. **HOW TO ENTER THE SWEEPSTAKES:** During the Sweepstakes Period, an eligible entrant must log on to www.chowardssweeps.com (the "Website") and submit their valid e-mail address. The entrant then must register by entering the information requested on the registration form, which may include without limitation: first and last name (initials are not permitted), complete mailing address (P.O. Boxes are not permitted), date of birth, telephone number and affirmation that the entrant has read and agrees to be bound by these Official Rules. Upon completion and submission of the registration form, the entrant will receive one (1) entry into the Sweepstakes.

Limit: Each entrant is limited to receiving one (1) entry per day during the Sweepstakes Period. If more than one (1) entry per day is received from the same person, telephone number, or e-mail address, only the first entry received may be considered valid. For purposes of this Sweepstakes, a "day" is the twenty-four (24) hour period between 12:00 AM

ET and 11:59:59 PM ET, except on June 29, 2023, on which a “day” will be the period between 12:00 PM ET and 11:59:59 PM ET.

NOTE: If accessing the Website via a mobile device, message and data rates may apply. Not all mobile telephone providers carry the service necessary to participate in this Sweepstakes. Entrants should consult their wireless provider’s pricing plans.

4. **RANDOM DRAWING:** On or about August 1, 2023, the Administrator will randomly select three (3) potential grand prize winners, five (5) potential first prize winners, and one hundred (100) potential second prize winners from all eligible entries received during the Sweepstakes Period (“Random Drawing”). Each winner is considered a potential winner pending verification of his/her eligibility and compliance with the Official Rules.

5. **PRIZES, APPROXIMATE RETAIL VALUE (“ARV”), AND ODDS OF WINNING:**

A. **Grand Prizes (3):** Each “Grand Prize” is a \$50 retailer gift card, a branded hoodie, and five (5) Choward’s Flavor Taster Packs. Three (3) Grand Prizes will be available in the Sweepstakes. The ARV of each Grand Prize is \$122.29.

B. **First Prizes (5):** Each “First Prize” is a branded hoodie and one (1) Choward’s Flavor Taster Pack. Five (5) First Prizes will be available in the Sweepstakes. The ARV of each First Prize is \$54.45.

C. **Second Prizes (100):** Each “Second Prize” is one (1) Choward’s Flavor Taster Pack. One hundred (100) Second Prizes will be available in the Sweepstakes. The ARV of each Second Prize is \$4.46.

D. **Total ARV:** The total ARV of all available prizes in the Sweepstakes is \$1,085.12.

E. **Odds of Winning:** The odds of winning a prize depend on the total number of eligible entries received during the Sweepstakes Period.

F. **General:** All prize sizes, styles, and flavors determined by Sponsor in its sole discretion. Use of a gift card is subject to the terms and conditions imposed by the issuer. In no event will more prizes than are stated in these Official Rules be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received. Limit of one (1) prize per person/household. 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. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any prize won. All other costs and expenses not expressly set forth herein shall be solely the

winner's responsibility. The Sweepstakes Entities shall not be held responsible for any delays in awarding a prize for any reason. If after a good-faith attempt Sponsor is unable to award or deliver a prize, the prize may not be re-awarded.

6. **HOW TO CLAIM A PRIZE:** Potential winners are subject to verification of eligibility and compliance with these Official Rules. Sponsor will attempt to mail each prize to the winner within 6 – 8 weeks from the date of the Random Drawing. If a potential winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept the prize, or any prize is returned as undeliverable, the prize may be forfeited. If a prize is forfeited for any reason, it may be awarded to an alternate potential winner, at the Sponsor's sole and absolute discretion, selected at random from the remaining pool of eligible entries received during the Sweepstakes Period, time permitting. Prizes are not transferable and include only the items specifically listed as part of each prize. No substitution or cash equivalent of prize is permitted except at the sole discretion of the Sponsor. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute the prize or portion thereof with another prize of equal or greater value. Any portion of prize not accepted by winner will be forfeited. Federal, state, and local taxes on a prize and any expenses relating to the acceptance of and use of a prize not specified herein are the responsibility of the winner. ARVs are as of the time these Official Rules were printed and the value of a prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the prize at the time the prize is awarded. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. The Sweepstakes Entities shall not be held responsible for any delays in awarding a prize for any reason. Each prize will only be awarded to a verified winner.
7. **LIMITATION OF LIABILITY:** By participating in this Sweepstakes, entrants agree that the Sweepstakes Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications, telephone calls, or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/Website/UseNet accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Website; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with,

incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Sweepstakes Entities are not responsible for any undelivered telephone calls, messages or e-mails, including without limitation, e-mails that are not received because of an entrant's privacy or spam filter settings that may divert any winner notification or other Sweepstakes related e-mail to a spam or junk folder.

By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; 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 attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) 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 (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Sweepstakes is not capable of running as planned, or the integrity and or feasibility of the Sweepstakes is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of winners in a manner it deems fair and reasonable, including the selection of winners from among eligible entries received prior to such cancellation, termination, modification or suspension without any further obligation provided a sufficient number of eligible entries are received. If Sponsor, in its discretion, elects to alter this Sweepstakes as a result of a Force Majeure event, a notice will be posted at the Website.

Without limiting the foregoing, everything regarding this Sweepstakes, including the prizes, is 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.

8. **DISPUTES:** THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“AAA RULES”). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS’ FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR SWEEPSTAKES ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION OCCURRED OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.
9. **PRIVACY POLICY:** All personal information collected in this Sweepstakes may be used in accordance with Sponsor’s privacy policy, available at:
<https://chowardcompany.com/privacy-policy/>.
10. **PUBLICITY RIGHTS:** By participating in the Sweepstakes and/or accepting a prize, each entrant agrees to allow Sponsor and Sponsor’s designee the perpetual right to use his/her name, biographical information, photos and likeness, voice recording, video images and all related footage, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered worldwide, including but not limited to television (including live television), radio, and Internet, without notice, review or approval and without additional compensation except where prohibited by law.
11. **GENERAL:** This Sweepstakes is subject to all federal, state and local laws and regulations. Winning a prize is contingent upon fulfilling all requirements set forth herein. Any attempted form of participation in this Sweepstakes other than as described herein is void and will result in disqualification, and if such person is selected as a potential

winner, revocation of his/her prize. If it is discovered or suspected that a person has registered, entered or attempted to register or receive entries using multiple e-mail addresses, identities, IP addresses, or use of proxy servers or like methods, all of that person's entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive and such prize may be forfeited at the Sponsor's sole and absolute discretion. Sponsor reserves the right to disqualify any individual found, in its sole and absolute opinion, to be tampering with the operation of the Sweepstakes, 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 the Sweepstakes. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Sweepstakes 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 SWEEPSTAKES 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 PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** 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 submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is 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. 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 or any prize documents will not affect the validity or enforceability of any other provision. 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 Sweepstakes details contained in these Official Rules and the Sweepstakes details contained in any Sweepstakes promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

12. **WINNERS LIST:** The winner list will be posted after winner confirmation is complete, and available for 60 days thereafter. For a list of prize winners, please [click here](#).

All trademarks used herein are the property of their respective owners.

Walmart is not a sponsor and is not responsible for the execution, fulfillment or administration of this Sweepstakes.

Sponsor: C. Howard Company, Inc., 1007 Station Road, Bellport, NY 11713.