

KARNS FOODS “WHOOPIE PIE FEST VOTING CONTEST” OFFICIAL RULES

Please read the Official Rules and Regulations (“Official Rules”) of the “WHOOPIE PIE FEST VOTING CONTEST” (“CONTEST”). You must agree to accept and comply with the Official Rules to participate in the CONTEST. By entering the CONTEST, you agree to these Official Rules.

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. THE ODDS OF WINNING DEPEND UPON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED DURING THE CONTEST PERIOD.

1. **Dates:** This CONTEST is valid from 6/02/2023, 12 AM EST, through 6/27/2023, 11:59 PM EST (“CONTEST Period”).

2. **How To Enter:** Visit <https://www.karnsfoods.com/whoopie/> and fill out the Entry Form (“Entry”) with all required information according to the instructions. Normal Internet access and usage charges imposed by your online service will apply. It is your sole responsibility to notify the Main Sponsor if you change your email address (“Address”). By entering via this method, entrants understand they are submitting their information to Karns Foods and agree to look solely to Karns Foods with any comments or issues. Entrants agree that their name will be added to the Karns email list for future correspondence. Limit one (1) Entry per person per email address for the CONTEST Period. You may also enter by sending a postcard to Karns Foods “Whoopie Pie Fest Voting Contest”, 675 Silver Spring Road, Mechanicsburg, PA 17050. Limit one (1) Entry per person per mail address for the CONTEST Period.

3. **Eligibility:** This CONTEST is open to legal residents of the United States and D.C. (excluding, without limitation, residents of Puerto Rico and other U.S. territories) who are 18 years of age (or age of majority in his or her state) or older at the time of entry. Employees, directors, officers and their immediate families (spouse, parents, children, siblings, and each of their spouses regardless where they live) or members of household of Karns Foods (“KARNS”), subsidiaries, advertising, design, print production and publicity agencies and anyone connected with the production and distribution of this CONTEST (collectively the “CONTEST Entities”), are not eligible to enter or be awarded any prizes.

4. **Sponsors:** Main Sponsor – Karns Foods, 675 Silver Spring Road, Mechanicsburg, PA 17050.
CONTEST Coordinator – Weber Advertising & Marketing, Inc., 533 Janet Avenue, Lancaster, PA 17601.

5. **Winner Selection:** At the conclusion of the CONTEST, Winner will be drawn at random. There will be one (1) Winner drawn on June 29th. Odds of winning will depend upon the total number of eligible entries received. Winner will be notified via email upon completion of the contest. Once prize eligibility is confirmed, Winner will pick up prize from pre-determined Karns location.

6. **Prizes and Approximate Retail Values (“ARV”):** Karns Foods will be awarding:

1-Year Supply of Whoopie Pies

(Awarded in the form of a \$207.48 Karns gift card)

7. **Taxes:** Any Taxes are the sole responsibility of each Winner. All expenses not stated herein are the sole responsibility of each Winner.

8. General Rules: CONTEST administration, Winner selection and prize claim verification and fulfillment will be conducted by the CONTEST Coordinator. By participating in this CONTEST, Winners agree to be bound by these Official Rules and the decisions of the Main Sponsor, whose decisions are final. All materials submitted become the sole property of the Main Sponsor, will not be returned and may be used for promotional purposes including Main Sponsor's Website, Facebook and any other Social Media Outlet. Email addresses submitted for this CONTEST may be added to the Main Sponsor's Email Distribution lists. Return of any prize/prize notification as undeliverable will result in disqualification and an alternate will be selected. In the event the Winner is less than the age of majority in his/her state of residence, all required documents must be signed by the individual's parent/legal guardian on his/her behalf. Main Sponsor reserves the right to cancel/terminate, modify or suspend the CONTEST if in the Main Sponsor's sole determination it believes that the integrity of the CONTEST has been, or could be, compromised or that the CONTEST is not capable of running as planned or fairly, including, but not limited to, fraud or force majeure or any other causes beyond Main Sponsor's control. By entering this CONTEST, a participant explicitly releases, discharges and holds harmless the CONTEST Entities, their successors, estates and assigns and all their respective shareholders, directors, officers and employees, one and all, from any and all liability, actions, causes of action, damages, actual, incidental or consequential, claims and demands whatsoever in law or equity, including all "costs", which he/she now has or may acquire, by reason of any personal injury, death, loss of or damage to property, or any reason, occurring during or arising out of his/her participation in the CONTEST and the acceptance and use or misuse of a prize. By accepting a prize, the Winner waives the right to 1) assert as a cost of winning the prize any and all costs of verification and redemption or travel to redeem said prize, and 2) claim any liability (including attorney's fees and costs) which might arise from redeeming or seeking to redeem said prize (including any travel related thereto). The right to receive a prize is non-assignable and non-transferable and no prize substitution, exchange or case equivalent will be allowed except by Main Sponsor who reserves the right to substitute a prize (or portion of prize) of equal or greater value in case of unavailability of a prize or force majeure.

9. Severability: CONTEST void where prohibited. If any provision of this CONTEST shall be deemed to violate any federal, state or municipal law, it shall be amended to conform to such law and all other provisions shall remain in full force and effect. All federal, state and local laws and regulations apply.

10. No Reproduction: This offer may not be reproduced, reprinted or published elsewhere in any format without the written permission of the Main Sponsor.

11. Publicity Rights: Acceptance of a prize constitutes permission to use a Winner's name, town and state, voice and likeness and any and all identifying characteristics including, but not limited to, the taking of photographs and/or videos by Main Sponsor's photographer/videographer for publicity purposes, in perpetuity, without further consent or compensation, unless prohibited by law and Winner agrees to execute any and all documents requested by Main Sponsor to convey such rights to own all the results thereof. Nothing contained herein shall be deemed to obligate Main Sponsor to make use of any of the rights granted herein and Winner waives any right to inspect or approve any such use of any and every nature and kind.

12. Limitations of Liability: All CONTEST Sponsors and the CONTEST Coordinator are not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction nor unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer hardware or software malfunctions or

limitations of any kind, or inaccurate transmissions of or failure to receive entry materials by Main Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. Any person attempting to damage any website, defraud or in any way tamper with the CONTEST will be ineligible for any prize and may be prosecuted to the full extent of the law. All CONTEST Sponsors and the CONTEST Coordinator shall not be responsible for technical, pictorial, typographical or editorial errors or omissions in any marketing materials or the Official Rules. Entrant agrees that any and all disputes, claims, and causes of action arising out of or connected with this CONTEST or any prizes awarded and all issues and questions concerning the validity, interpretation and enforceability of these Official Rules shall be resolved individually, without resort to any form of class action, and exclusively in a court of competent jurisdiction sitting in Mechanicsburg, Pennsylvania. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this CONTEST and never shall include consequential, incidental or punitive damages, and in no event attorneys' fees. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you.

13. Winner Name(s): The name of all the Prize Winners will be posted at the conclusion of the contest at www.karnsfoods.com and Winner will be able to pick-up their prize within 30 days.