

**Land O’Frost, Inc.**  
**Bistro Favorites “At Home Gourmet & Play” Giveaway**  
**Official Game Rules**

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

WINNER MAY BE REQUIRED TO RECEIVE AND RESPOND TO WINNER NOTIFICATION AND OTHER COMMUNICATIONS FROM SPONSOR (DEFINED BELOW) ACCORDING TO THESE OFFICIAL RULES AND NOTICE(S) FROM SPONSOR OR PRIZE MAY BE FORFEITED (IN SPONSOR’S SOLE DISCRETION).

BY ENTERING, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. **Eligibility:** Participation open to legal residents of the fifty (50) United States and District of Columbia who are 18 years of age or older at the time of entry, except employees of Land O’Frost, Inc. (“Sponsor”) and 3 tier logic, and their respective subsidiaries and affiliates divisions, advertising and promotion agencies and individuals engaged in the development, production or distribution of materials for this Game and their immediate family members and persons living in the same households of each (whether related or not) are not eligible to participate. Void where prohibited by law.
2. **Promotion Description/Promotion Period:** The “*Bistro Favorites At Home Gourmet & Play*” Game (the “Game”) is an instant win game conducted via text and online entry that begins at 12:00:00 PM (ET) on September 16, 2020 and ends at 11:59:59 PM (ET) on November 10, 2020 (the “Promotion Period”). During the Promotion Period, eligible entrants may play the Game one (1) time per day for a chance to win one of the two-thousand five hundred twenty five (2,525) available prizes. For the purposes of this Game, a “Day” refers to each 24-hour period between 12:00:00 AM (ET) and 11:59:59 PM (ET).
3. **How to Play:** During the Promotion Period, There are two (2) ways to participate in the Game:
  - A) **Text Message and Online Entry with Purchase Receipt Upload (“Text Message Entry”):** Purchase a Land O’Frost Bistro Favorites 100% Natural product from a participating retailer for a qualifying purchase made between 9/16/2020 and 11/10/2020 (a “Qualifying Purchase”). Then, look for the Short Code and Keyword available on Sponsor’s social media pages and at select RedBox kiosk locations. Then, text the Keyword to the Short Code to receive a reply text message containing a

link to the promotional website (the “Website”). You will receive one (1) reply text message sent via autodialer with a link to the Website. By texting as described above, you are requesting the response outlined herein. Consent is not required as a condition of purchase. At the Website, complete the registration form as directed and follow the on-screen instructions to upload a photo of your purchase receipt with the Qualifying Purchase circled on the receipt (“Qualifying Purchase Receipt”). A Qualifying Purchase Receipt is defined as a unique receipt generated by a participating retailer for a Land O’Frost Bistro Favorites 100% Natural product dated between 9/16/2020 and 11/10/2020. Submission of a Qualifying Purchase Receipt that does not meet the definition of a Qualifying Purchase Receipt will be considered void and is not eligible for a Game play. Each Qualifying Purchase Receipt submitted is good for one (1) Game play. Within twenty-four (24) hours of receipt of a Qualifying Purchase Receipt, 3 tier logic will send the participant an email to the email address provided during registration that contains a Game play message. The Game play message will either contain a prize winning outcome or a non-prize-winning outcome.

**B) NO PURCHASE NECESSARY Mail-In Entry:** To enter by mail without making a purchase of Sponsor’s product and posting a receipt, legibly hand-print your name, complete mailing address, phone number, date of birth, and email address (if available), on a 3” x 5” piece of paper, insert the paper into a stamped #10 envelope and mail it to “Land O’Frost Bistro Gourmet Entry” PO Box 11508, Bozeman, MT 59719-1508, postmarked by November 16, 2020 and received by November 23, 2020. Sponsor is not responsible for lost, late, misdirected, incomplete, illegible, damaged or postage-due entries. Limit one (1) entry per Day over the course of the Sweepstakes Period per person, regardless of means of entry.

**Limit of one (1) play per Day regardless of means of entry. Subsequent attempts to play the Game on any given Day during the Promotion Period will be disqualified.**

4. **More on Text Message Entry:** You must be a wireless service subscriber with text messaging functionality to enter via the Text Message Entry method. Participation in this Game via Text Message Entry may not be available through all wireless carriers. Please note that your cellular service provider may charge you standard text messaging charges for each text message you send and receive on your cellular phone in connection with this Game. Please consult your cellular service provider regarding their pricing plans. Check your phone capabilities for specific instructions. Message and data rates and/or other fees may apply. You may be charged by your wireless carrier for participating in the Game online via mobile device. It is therefore recommended that you consult your wireless carrier’s pricing plan BEFORE participating in the Game via mobile device. Not all mobile devices offer wireless internet access and wireless internet access may not be available in all areas.
5. **How To Claim a Prize:** Participants who receive a prize-winning message via email will be required to claim their prize by clicking on the provided link in the prize notification

email. Certain prize winners may be required to sign an Affidavit of Eligibility/Release of Liability/Publicity and Advertising Consent and Release (except where prohibited by law) and such other documents reasonably required by Sponsor as part of the prize claim process. All such documents must be signed and returned within ten (10) days of notification or prize will be forfeited and an alternate winner may be selected as provided for in these Official Rules. In the event that any potential prize winner is disqualified for any reason, Sponsor will attempt to award the prize to an alternate potential winner provided there is sufficient time remaining in the Game to award the prize. If there is no confirmed winner even after an attempt to award the prize to an alternate potential prize winner, the applicable prize may go unawarded. Allow 6-8 weeks after the conclusion of the Game for prize fulfillment. Prizes are non-assignable and non-transferable. Prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Game materials are for illustrative purposes only.

6. **Instant Win Prizes/Approximate Retail Values (“ARV”)/Odds:**

**Five (5) Grand Prizes: \$500 Visa Gift Card:** Each Grand Prize consists exclusively of one (1) \$500 Visa Gift Card. Gift cards are subject to the terms and conditions of the issuer. Approximate retail value of each Grand Prize is \$500.

**Twenty (20) First Prizes: \$100 Visa Gift Card:** Each First Prize consists exclusively of one (1) \$100 Visa Gift Card. Gift cards are subject to the terms and conditions of the issuer. Approximate retail value of each First Prize is \$100.

**Five Hundred (500) Second Prizes: “Game of Things” Game from Play Monster:** Each Second Prize consists exclusively of one (1) “Game of Things” game from Play Monster. Approximate retail value of each prize is \$29.99.

**Two Thousand (2,000) Third Prizes: RedBox Movie Rental Codes Up to \$5.99:** Each Third Prize consists exclusively of one (1) RedBox code valued at up to the \$5.99 which the winner can use to download or stream movies or television programs from RedBox “At The Box” or streaming services up to a maximum of \$5.99. Approximate retail value of each Third Prize is \$5.99. Code does not have to be used in a single transaction; value of unused code can be applied to additional transactions.

Approximate retail value of all available prizes is \$31,472. Odds of winning a prize depends on the number of entrants into the Game over the course of the Promotion Period and the time and date in which they participate.

7. **Conditions of Participation & Certain Restrictions:** The participant is solely responsible for entering the Game during the Promotion Period, as well as properly claiming a prize if the Game player receives a prize-winning message. Noncompliance may result in disqualification and forfeiture of prize. Once a prize winning message email has been delivered to the winner’s email address, the prize is considered “awarded.” Taxes on any prize, if any, are the sole responsibility of the winner. No cash equivalents,

prize substitutions or transfer of prize permitted except that Sponsor reserves the right to substitute a prize of equal or greater value in the event that an offered prize is unavailable. Acceptance of prize constitutes permission to the Sponsor and its designees to use winner's name and/or likeness for purposes of advertising and promotion without additional compensation, unless prohibited by law. All entries become the property of Land O'Frost, Inc. and will not be acknowledged or returned. By entering, entrants acknowledge compliance with these Official Rules, including all eligibility requirements. By participating, entrants agree to release Land O'Frost, Inc., 3 tier logic and their respective affiliates, subsidiaries, divisions, wholesalers, retailers or distributors or advertising and promotion agencies along with individuals engaged in the development, production or distribution of materials for this Game and each of their respective officers, directors, employees, agents or representatives (collectively, "Released Parties") from and against any and all claims, demands, losses and liabilities of any nature whatsoever, which entrant may now or hereafter be entitled to assert, including but not limited to, any death, injury, loss of enjoyment, damage to computer equipment, or other harm or loss of any nature whatsoever caused or contributed to by participation in the Game, any of the prizes awarded in the Game and/or in connection with the awarding, receipt and use or misuse of prize, and/or claims based on publicity rights, defamation or invasion of privacy. Winners acknowledge that neither Sponsor nor its agents have made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize, including, but not limited to, its quality, mechanical condition or fitness for a particular purpose. Any and all warranties and/or guarantees on a prize, if any, are subject to the manufacturers' terms therefore and winners agree to look solely to such manufacturers for any such warranty and/or guarantee. By participating in this Game, entrants agree to be bound by the Official Rules and the decisions of the Sponsor, which are final and binding in all respects. Sponsor is not responsible for any typographical or other error in the printing of the offer or in administration of the Game.

Released Parties are not responsible for lost, late, or illegible entries nor for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or 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 information by Sponsor or presenter on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. If for any reason the Game is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Game, the Sponsor reserves the right at its sole discretion, to cancel, terminate, modify or suspend the Game and to award the available prizes via a random drawing from among all valid eligible entries received up to the point of the action taken by the Sponsor provided a sufficient number of entries have been received. Caution: Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Game is a violation of

criminal and civil laws and should such an attempt be made, Sponsor reserve the right to seek damages from any such person to the fullest extent of the law.

8. **GOVERNING LAW/DISPUTES:** VOID WHERE PROHIBITED OR RESTRICTED BY LAW. All federal, state, and local laws and regulations apply. By participating in the Game, participants agree to be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all respects. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules or the rights and obligations of participants, Sponsor, or the Released Parties in connection with the Game will be governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

BY PARTICIPATING IN THE GAME, PARTICIPANT AGREES THAT, EXCEPT WHERE PROHIBITED BY LAW: (i) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE GAME, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (ii) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED, (IF ANY), NOT TO EXCEED TWO HUNDRED FIFTY DOLLARS (\$250.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (iii) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, LOST PROFITS, AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED TWO HUNDRED FIFTY DOLLARS (\$250.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (iv) PARTICIPANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND PARTICIPANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

9. **Confidentiality:** For information about how the Sponsor uses your personal information, please see its privacy statement, located at <http://www.landofrost.com/about/privacy.html>.
10. **Winner's List:** To receive name and city / state of residence of winners of prizes valued at \$25 or more, mail a stamped, self-addressed envelope accompanied with a signed, hand-printed request to "Bistro Favorites Winner's List", PO Box 11507, Bozeman, MT 59719-1507. All requests must be received by December 31, 2020.
11. **Sponsor:** Land O'Frost Inc., 10109 Columbia Ave, Munster, IN 46321.

