Kretschmar Country 2018 - CMA Fest® Sweepstakes and Instant Win Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. Eligibility: The Kretschmar Country 2018 CMA Fest Sweepstakes and Instant Win (the "Promotion") is open only to legal 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 of Smithfield Packaged Meats Sales Corp., HelloWorld, Inc., Country Music Association, Inc. and their parent, subsidiaries and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion consists of a sweepstakes (the "Sweepstakes") and an instant win game (the "Instant Win Game").
- **2. Sponsor:** Smithfield Packaged Meats Sales Corp., 200 Commerce Street, Smithfield, VA 23430. **Administrator**: HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

Country Music Association, Inc. is not a sponsor of this Promotion.

- **3. Timing:** The Promotion begins on February 21, 2018 at 12:00 a.m. Eastern Time ("ET") and ends on May 1, 2018 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time-keeping device for this Promotion.
- **4. How to Enter:** During the Promotion Period, visit www.kretschmardeli.com/Country (the "Website") and complete and submit the registration form including a valid email address. You automatically will receive one (1) entry into the Sweepstakes and advance to the Instant Win Game page and receive one (1) Instant Win Game play for that day. Once on the Instant Win Game page, follow the links and instructions to play the Instant Win Game. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

*You may optionally text the keyword "COUNTRY" to the short code 35350. By doing so, you will receive a link to the Sweepstakes and Instant Win Game. If you request the Sweepstakes and Instant Win Game URL via text-messaging, you will receive one (1) text message in response to your request from an automated system. Message and data rates may apply. Text STOP to 35350 to opt out. Text HELP for information. Send auestions questions@helloworldfulfillment.com. Participating carriers include: All US Carriers. Consent is not required to buy goods and services. To view the Sponsor's Privacy Policy, visit https://www.smithfieldfoods.com/privacy-policy. To view Mobile Terms and Conditions, visit http://www.helloworld.com/terms.

<u>Limit</u>: Each entrant may enter the Sweepstakes and play the Instant Win Game one (1) time per day during the Promotion Period via the methods set forth above. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be

deemed to be the entrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

Bonus Sweepstakes Entries: There are six (6) ways to earn bonus Sweepstakes entries as outlined below:

- a. Tell A Friend Program: After you enter the Promotion, you will be invited to share the Sweepstakes by submitting the name and email address of one (1) friend who must be eligible to enter the Sweepstakes. Each person that you refer will receive an email notifying him or her about the Promotion. You may only refer persons with whom you have an existing relationship. The sent email will contain a unique link to the Promotion. If a friend subsequently registers through the unique link, you will earn one (1) bonus entry into the Sweepstakes. Limit: one (1) bonus entry per day during the Promotion Period via this method.
- **b. Twitter Share:** After you enter the Promotion, you will be invited to share the Sweepstakes on Twitter by clicking on the link to share a prepopulated message on Twitter. You will earn one (1) bonus entry into the Sweepstakes. Limit: one (1) bonus entry per day during the Promotion Period via this method.
- c. Facebook Referral: After you enter the Promotion, you will be invited to share the Sweepstakes on your wall. The wall post will contain a unique link to the Promotion. If a friend subsequently registers through the unique link, you will earn one (1) bonus entry into the Sweepstakes. Limit: one (1) bonus entry per day during the Promotion Period via this method.
- **d. Twitter Follow**: After you enter the Promotion, you will be invited to click on the "Twitter Follow" button. By doing so, you will earn one (1) bonus entry into the Sweepstakes. Limit: one (1) bonus entry during the Promotion Period via this method.
- e. Artist Trivia: After you enter the Promotion, follow the links and instructions to answer various trivia questions. You will receive one (1) bonus entry into the Sweepstakes for each trivia question answered, regardless of whether or not the question is answered correctly. Limit: Each entrant may receive up to twelve (12) bonus Sweepstakes entries during the Promotion Period via this method.
- f. Retailer Social Codes: During the Promotion Period, visit the Kretschmar Facebook page and follow the links and instructions to locate a unique promoted code (a "Code") or visit featured CMA artists' Twitter pages, to find a unique promoted code in a Tweet about the Promotion. In addition, if you have previously opted in to receive marketing emails from the Sponsor, you can find a Code in an email about the Promotion. Then, visit the Website and follow the links and instructions to input the Code. For each unique Code, you will receive five (5) bonus entries into the Sweepstakes. Limit: Each entrant may submit five (5) Codes per day during the Promotion Period, to receive a maximum of twenty-five (25) bonus entries during the Promotion Period, regardless of method of obtaining Code.
- **5. Sweepstakes/Instant Win Game:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. Sweepstakes: Administrator will randomly select the potential Sweepstakes Grand Prize (as defined below) winner, from all eligible entries on or around May 2, 2018. Instant Win Game: There will be two hundred eighteen (218) random, computer-generated winning times (one for each prize listed below) generated

during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly-generated times, you will be a potential instant winner of the prize indicated.

- 6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL INSTANT WIN GAME WINNER AND/OR SWEEPSTAKES WINNER HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID AND WILL NOT BE HONORED.
- 7. Verification of Potential Winners: Receiving a prize is contingent upon compliance with these Official Rules. The potential Sweepstakes Grand Prize winner will be notified by mail, email or phone. The potential Sweepstakes Grand Prize winner (parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability and Publicity Release which must be received by Administrator/Sponsor, within seven (7) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner of any prize cannot be contacted, or fails to sign and return the Declaration of Compliance, Liability and Publicity Release (Sweepstakes Grand Prize only) or provide any other requested information within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits his/her prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner of a prize valued over \$25 is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the applicable prize will remain un-awarded. Unclaimed prizes valued at \$25 or less will remain unawarded. Instant Win Game Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion.

8. Prizes:

a) Sweepstakes Grand Prize: One (1) winner will receive a trip for two (2) to Nashville, TN. Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Nashville, TN; four (4) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); a \$1,200 allowance for full-size rental car for length of stay, meals and incidentals; \$3,000 that can be used for taxes; two (2) tickets to 2018 CMA Music Fest; a luncheon and meet and greet for winner and guest with Easton Corbin (location and date of meet and greet determined by Sponsor in its sole discretion); \$500 in gift cards to Boot Barn (terms and conditions of gift cards apply); and travel agent services. If winner does not meet requirements for rental car, that portion of the prize will be forfeited in its entirety. Winner must travel on Wednesday, June 6, 2018 and return on Sunday, June 10, 2018, or prize will be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Promotion, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Unless child of winner, travel companion must be eighteen (18) years of age or older as of the date of departure or a sibling/friend of winner with the appropriate parental permissions and releases and must travel on same itinerary and at the same time as the winner. If winner is a minor in his/her state of residence, travel companion must be winner's parent/legal guardian. Travel companion must execute liability/publicity releases prior to issuance of travel documents. The Sponsor is not responsible if any event is delayed. postponed or cancelled for any reason and the winner will not be reimbursed. Seating and timing to be determined in the sole discretion of Sponsor. Tickets may be subject to standard rain-check policies and procedures. By accepting ticket prize, winner agrees to abide by any terms, conditions and restrictions provided by the ticket. In the event Sponsor, for any reason whatsoever, is unable to provide the meet and greet opportunity with Easton Corbin, no compensation or substitution will be provided; however, the remainder of the Sweepstakes Grand Prize package will be awarded and Sponsor will have no further obligation to winner or his/her travel companion. The Sponsor is not responsible if winner does not use ticket on the days of 2018 CMA Music Fest. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if 2018 CMA Music Fest is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Approximate Retail Value ("ARV"): \$10,000. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value.

The odds of winning the Sweepstakes Grand Prize depends on the number of eligible entries received during the Promotion Period.

b) Instant Win Game Prizes:

EIGHT (8) FIRST PRIZES: A Kretschmar Banjo. ARV: \$250.

TEN (10) SECOND PRIZES: A YETI Roadie. ARV \$199.

FIVE (5) THIRD PRIZES: Bose SoundLink Color Bluetooth Speaker II. \$129.95.

TWENTY (20) FOURTH PRIZES: YETI 20 oz. Tumblers with Magslider. ARV: \$50.

<u>FIFTY (50) FIFTH PRIZES</u>: \$50 Bass Pro Gift Card, terms and conditions apply. ARV: \$50.

TWENTY-FIVE (25) SIXTH PRIZES: A YETI Colster. ARV: \$25.

ONE HUNDRED (100) SEVENTH PRIZES: A Kretschmar Deli Country gift pack consisting of a \$5.00 Kretschmar coupon, two (2) guitar picks, and one (1) photograph of Easton Corbin. All details determined by Sponsor in its sole discretion. ARV: \$10.

The odds of winning an Instant Win Game prize depend on the number of Instant Win prizes available divided by the number of eligible Instant Win Game plays.

<u>For All Prizes</u>: No cash equivalent and all prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. The actual value of electronic prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. Sponsor reserves the right to substitute a prize for

one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. <u>Limit</u>: One (1) Sweepstakes Grand Prize and one (1) Instant Win Game prize per person. TOTAL ARV OF ALL PRIZES: \$19,764.75.

- **9. Release:** By receipt of any prize, winner agrees to release and hold harmless Sponsor, HelloWorld, Inc., Country Music Association, Inc., Facebook, Inc., Twitter Inc., and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, prize providers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.
- **10. Publicity:** Except where prohibited, participation in the Promotion constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.
- 11. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes or Instant Win Game, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries or plays received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or Instant Win Game or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes or the Instant Win Game may be a violation of criminal and civil law, 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 12. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize. If for any reason an entrant's entry or play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry or Instant Win Game play, if possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.
- **13. Disputes:** You agree that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Promotion, the Official Rules, or the Sponsor's and/or Administrator's Privacy Policy (including Mobile Terms and Conditions) will be resolved in accordance with the provisions set forth in this Dispute Resolution section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved.

You agree that whenever you have a disagreement with Administrator or Sponsor arising out of,

connected to, or in any way related to the Promotion, the Official Rules, or the Sponsor's and/or Administrator's Privacy Policy (including Mobile Terms and Conditions), you will send a written notice to the Administrator ("Demand"). You agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Official Rules or the Sponsor's and/or Administrator's Privacy Policy (including Mobile Terms and Conditions). You must send the Demand to the following address (the "Notice Address"): Legal Department, HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after you send a Demand. If the disagreement stated in the Demand is not resolved to your satisfaction within 10 business days after it is received, and you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of you, Administrator, and Sponsor to litigate claims in court and you. Administrator, and Sponsor each agree to waive your respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against Administrator or Sponsor in any state or federal court. You agree that if you do sue in state or federal court, and Administrator or Sponsor brings a successful motion to compel arbitration, you must pay all fees and costs incurred by Administrator and Sponsor in court, including reasonable attorney's fees. For any such filing of a demand for arbitration, you must effect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the AAA Consumer Arbitration Rules effective September 1, 2014 (as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate. The place of arbitration shall be Oakland County, Michigan. You agree that you will not file a class action or collective action against Administrator or Sponsor, and that you will not participate in a class action or collective action against them. You agree that you will not join your claims to those of any other person. Notwithstanding any other provision in the Official Rules, or the Sponsor's and/or Administrator's Privacy Policy (including Mobile Terms and Conditions), if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances do you, Administrator, or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator and Sponsor agree that we will submit all disputes with you to arbitration before the Arbitrator.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator, and Sponsor in connection with the Promotion, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules.

- **14. Entrant's Personal Information:** Information collected from entrants is subject to the Administrator's Privacy Policy http://www.helloworld.com/privacy-policy and Sponsor's Privacy Policy https://www.smithfieldfoods.com/privacy-policy.
- **15. Winner List:** For a winner list, visit http://bit.ly/2AThCnE. The winner list will be posted after winner confirmation is complete.
- © 2018 HelloWorld, Inc. All Rights Reserved.

Country Music Association, CMA Music Fest and associated logos are trademarks of Country Music Association, Inc., all rights reserved.

This Promotion is in no way sponsored, endorsed or administered by, or associated with, Twitter or Facebook.