

**Smithfield Kitchen Fixin's Operators Sweepstakes ("Sweepstakes")
OFFICIAL RULES**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. NOT OPEN TO THE GENERAL PUBLIC. THIS SWEEPSTAKES IS INTENDED FOR THE UNITED STATES. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY. VOID WHERE PROHIBITED. SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.

1. **ELIGIBILITY: NOT OPEN TO THE GENERAL PUBLIC.** This Sweepstakes is open only to food service establishments located in in the fifty (50) United States and the District of Columbia ("Establishment"), which may be entered into this Sweepstakes by any of Establishment's owners or part- or full-time chefs/operators/decision makers who are authorized to enter on behalf of Establishment ("Representatives") and in good standing with their employer For clarity, the "entrant" as that term is used in these rules is the Establishment and not any individual Representative. The following individuals are not eligible to enter: employees, contractors, directors, and officers of Smithfield Foods, Inc. ("Sponsor"), its parent, subsidiaries, and affiliated companies, and the web design, advertising, fulfillment, legal, administrative, and agencies involved in the administration, development, fulfillment, and execution of this Sweepstakes (collectively, "Sweepstakes Parties"), and the immediate family members (spouse, parent, child, sibling, grandparent, and spouse or "step" of each) and those living in the same household of each such person (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of the Sweepstakes). Void where prohibited.
2. **SWEEPSTAKES PERIOD:** Sweepstakes begins on February 1, 2021 at 12:00:00 a.m. Central Time ("CT") and ends on April 30, 2021 at 11:59:59 p.m. CT (the "Sweepstakes Period"). The Website server is the official clock for this Sweepstakes.
3. **TO ENTER:** During the Sweepstakes Period, Representatives may visit the Sweepstakes registration page on the Sponsor's website at SmithfieldCulinary.com/Smithfield (the "Website") to complete the registration form with their full name, name of Establishment, title, phone number, and email address to receive one (1) entry into the Sweepstakes.

Standard data rates may apply if you access the Website from your mobile device, and you are solely responsible for any such charges.

Limit one (1) entry per Establishment per day. Automated means of entry are prohibited, and any use of automated devices will cause disqualification. Use of email addresses from disposable or temporary email address services, or email forwarding services, is prohibited and any attempt to enter using such an email address will be blocked. An email address is required to enter. **Only fully completed entries are eligible.** Entrants may not enter with multiple email addresses nor may entrants use any other device or artifice to enter multiple times above the stated limit or as multiple entrants. Any entrant that attempts to enter with multiple email addresses or uses any device or artifice to enter multiple times will be disqualified and forfeits any and all prizes won, in Sponsor's sole discretion. Proof of submission is not proof of receipt by Sponsor. In the event of a dispute as to who submitted an entry, the natural person associated with the email account used for entry will be considered the Representative, but only if that person and associated Establishment are otherwise eligible to enter the Sweepstakes. By participating, entrants agree to abide by and be bound by these Official Rules and the Sponsor's decisions.

Privacy Policy: Information submitted in connection with this Sweepstakes is governed by Sponsor's Privacy Policy (available at <http://smithfieldfoods.com/privacy-policy>).

4. **RANDOM DRAWING AND ODDS OF WINNING:** Two (2) potential Prize winners will be selected in a random drawing from all eligible entries received. Odds of winning depend on the number of eligible entries received. Drawing will be conducted on or about May 7, 2021, from all eligible entries received, by Sponsor or a third-party Sweepstakes administrator, whose decisions shall be final and binding on all matters relating to the Sweepstakes.

5. PRIZES AND APPROXIMATE RETAIL VALUE (“ARV”):

One (1) Grand Prize: Kitchen equipment. Approximate Retail Value (“ARV”): \$10,000.

One (1) First Prize: State-of-the-art technology equipment for payment & ordering system
Approximate Retail Value (“ARV”): \$5,000.

Makes and models of prizes to be awarded are at the discretion of the Sponsor.

Total ARV of all Prizes: \$15,000.

- 6. PRIZE RESTRICTIONS:** Limit one (1) prize per Establishment. Prizes are non-transferable, and no cash redemption or prize substitution permitted, except at the sole discretion of the Sponsor. Sponsor reserves the right in its sole discretion to substitute any prize in whole or in part with one of equal or greater value. Winners are solely responsible for any federal, state, and/or local taxes on the prize, and for any other fees or costs associated with their respective prize regardless of whether it, in whole or in part, is used. Sponsor does not make, nor in any manner is responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prizes including but not limited to their quality, fitness for purpose, or condition.

- 7. WINNER NOTIFICATION AND PRIZE CLAIM:** Potential winners are subject to verification. The Representatives of all potential Prize winners will be contacted on or about May 10, 2021 via email/phone number supplied at registration and will be required to respond via email/phone within forty-eight (48) hours to confirm his/her acceptance of the prize. Upon Sponsor’s receipt of the potential Prize winner’s return email/phone call, each of the potential winners may be required to verify eligibility by completing, signing, notarizing, and returning an Affidavit of Eligibility/Liability Release on behalf of the Establishment, and, where lawful, a Publicity Release (granting the use of the Representative’s name, city/state, likeness, or photograph by Sponsor for advertising/publicity purposes, without further compensation) within five (5) business days of traceable mail/email receipt, or prize may be forfeited and an alternate potential Prize winner may be contacted.

A Prize will be forfeited, and an alternate potential winner may be contacted if: (1) a prize notification or prize is unclaimed or returned as undeliverable; (2) if notification phone call is not received in a timely manner for any reason including because of spam filters; (3) if any prize correspondence is not returned within the required time period; (4) or, if a potential winner is found to be ineligible or noncompliant with these Official Rules. Sponsor is not responsible for any change of email/ mailing address and/or telephone number of entrants. In the event of non-compliance with these Official Rules, or if a prize notification returned as undeliverable, the prize will be forfeited, and an alternate potential winner may be contacted (time permitting).

Taxes: Winners are solely responsible for any taxes on the prize, and the Winners will be issued an IRS Form 1099 in January of 2022 reporting the value of the prize, as shown above, as additional income in 2021. As a condition of winning, each potential Prize winner will be required to complete a W9 Tax Form and will be required to furnish his/her social security number for the sole purpose of preparation of any tax forms as required by law.

- 8. GENERAL CONDITIONS: INTERNET CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING CRIMINAL PROSECUTION.** If the Sweepstakes is not capable of running as planned for any reason, including without limitation, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsor reserves the right, at its sole discretion, to disqualify any individual who is responsible or who tampers with the entry process, and to cancel, modify, or terminate the Sweepstakes. In the event of cancellation, Sponsor will award the prizes in a random drawing from among all eligible, non-suspect entries received prior to cancellation. In the event that an entry is confirmed to have

been erroneously deleted, lost or destroyed, entrant's sole remedy shall be another entry into the Sweepstakes. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.

9. LIMITATIONS OF LIABILITY AND RELEASE: No liability or responsibility is assumed by Sponsor or Sweepstakes Parties (collectively, "Releasees") resulting from user's participation in, attempt to participate in, or download of any information in connection with participating in, the Sweepstakes. No responsibility or liability is assumed by Releasees for technical problems or technical malfunction, including, without limitation, those arising in connection with any of the following occurrences that may affect the operation of the Sweepstakes: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless, or Internet connectivity, or other online communication problems; errors or limitations of any Internet service providers, servers, hosts, or providers; garbled, jumbled, or faulty data transmissions; failure of any email transmissions to be sent to or received; lost, late, delayed, or intercepted email transmissions; inaccessibility of the Website in whole or in part for any reason; traffic congestion on the Internet or Website; unauthorized human or non-human intervention in the operation of the Sweepstakes, including without limitation, unauthorized tampering, hacking, theft, virus, bug, worm; or destruction of any aspect of the Sweepstakes. Sponsor is not responsible for any typographical errors in the announcement of the prizes or these Official Rules, or any inaccurate or incorrect data contained on promotional materials or on the Website. Use of the Website is at user's own risk. Releasees are not responsible for any personal injury or property damage or any other losses of any kind that may be sustained to user's or any other person's computer equipment resulting from participation in the Sweepstakes, use of the Website, or the download of information from the Website, or any other loss related to user's participation in the Sweepstakes or receipt of any prize, including any travel related thereto. As a condition of entering, entrants agree to release the Releasees from any and all liability, loss, or damage incurred with respect to entrant's participation in the Sweepstakes and the awarding, receipt, possession, and/or use or misuse of any prize, including any traveling related thereto.

10. BINDING ARBITRATION: Any controversy or claim arising out of or relating to the Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Virginia law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.**

BY PARTICIPATING IN THIS SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND

CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT 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, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

- 11. PUBLICITY:** Except in Tennessee, and where prohibited by law, by accepting a prize, Representatives grant permission for Sponsor and those acting under its authority to use their name, and address (city and state), photograph, voice and/or likeness, for advertising and/or publicity purposes, in any and all media now known or hereinafter invented without territorial or time limitations and without further notice to and without additional compensation. If you are selected as a Winner, the Establishment's and Representative's information may also be included in a publicly-available Winners' list.
- 12. GOVERNING LAW & JURISDICTION:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of law rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 10 of these Official Rules and/or any judgment on an arbitration award shall be resolved exclusively in the federal, state and local courts located in Norfolk, Virginia. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.
- 13. WINNERS' LIST REQUESTS:** The names of the Winners will be posted on the Website after the Winners have been verified and through June 30, 2021.
- 14. SPONSOR:** Smithfield Foods, Inc., 200 Commerce Street, Smithfield, VA 23430.