

Date:	5/12/22
Sweepstakes Name/Type:	Smithfield Austin Adventures BBQ Tour Sweeps
Sweepstakes Dates:	5/15/22 – 8/31/22
Draft:	Revised Final

**Smithfield Austin Adventures BBQ Tour 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 legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older (nineteen (19) and older for legal residents of Alabama and Nebraska) at the time of entry, and who are owners of a food service establishment, or part- or full-time chefs/operators/decision makers in good standing with their employer that are responsible for purchasing meat products for their food service establishment. 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 May 15, 2022, at 12:00:00 a.m. Central Time (“CT”) and ends on August 31, 2022, 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, eligible entrants may visit the Sweepstakes registration page on the Sponsor’s website at SmithfieldQitUp.com (the “Website”) to complete the registration form with their full name, name of food service 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 person/email address/food service establishment. 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 who 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 entrant, but only if that person is 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>).

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4. **RANDOM DRAWING AND ODDS OF WINNING:** Four (4) potential Grand 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 September 6, 2022, from all eligible entries received, by 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”):**

Four (4) Grand Prizes (“Grand Prize(s)”): a trip for the verified winner (“Winner”) and one (1) verified guest (“Guest”) to a BBQ tour in Austin, TX in October 10-12, 2022. **ARV: \$6,000 each.**

Grand Prize trip includes round-trip non-refundable coach class air transportation from a major airport near Winner’s residence to Austin, TX for Winner and one (1) Guest; three (3) days/two (2) nights standard double occupancy hotel accommodations; ground transportation in Austin, TX to/from the airport and hotel; and a hands-on experience in some of Austin’s most exciting global BBQ-inspired restaurants (tour details determined in Sponsor’s sole discretion).

Total ARV of all Grand Prizes: \$24,000

6. **PRIZE RESTRICTIONS:** Limit one (1) prize per person/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.

Grand Prize Restrictions: If Winner is unable to travel during travel dates as designated by Sponsor, prize will be forfeited and an alternate Winner may be selected, time permitting.

All costs and expenses associated with trip prize acceptance and use not specifically provided herein, including any airline or other fees, gratuities, meals and any other incidental costs or expenses related to the trip, are the responsibility of the Winner. Actual value of trip prizes may vary depending on Winner’s point of travel origin, airfare and hotel fluctuations. Any difference between the stated ARV and actual value will not be awarded. Travel and accommodations are subject to availability and restrictions. Winners and Guests are responsible for having valid travel documents, including valid government identification. If a Winner’s residence is within approximately 150 miles of Austin, Texas or is otherwise closer to Austin than a major airport, Winner and Guest will receive ground transportation from Winner’s residence to the hotel in lieu of air transportation, and no compensation will be given for such substitution. Airport, airline and hotel accommodations will be determined by the Sponsor. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flier miles. Winner and Guest must travel on the same itinerary and on dates and times as specified by Sponsor. Once a travel Guest has been selected, and confirmed by Sponsor, he or she may not be substituted, except in Sponsor’s sole and absolute discretion. Winner’s Guest must be 18 years of age or older (nineteen (19) and older for legal residents of Alabama and Nebraska). Guests must sign and return a release of liability/publicity by Sponsor’s designated deadline and before travel may be booked. In the event any Guest is not confirmed by the designated deadline, then Winner will forfeit that portion of the prize and no additional compensation will be provided. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omission whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations. Sponsor reserves

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the right to remove or to deny entry to the Winner and/or his/her Guest if either Winner or his/her Guest violates the previous restrictions or engage(s) in a disruptive manner, or with intent to abuse, threaten or harass any other person during the trip. Winners and Guests are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged.

- 7. WINNER NOTIFICATION AND PRIZE CLAIM:** Potential winners are subject to verification, including verification of age. All potential Grand Prize winners will be contacted on or about September 8, 2022 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 Grand Prize winner's return email/phone call, each of the potential winners will be required to verify his/her eligibility by completing, signing, notarizing, and returning an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release (granting the use of the winner'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 Grand Prize winner may be contacted.

Sponsor will notify the potential winners as well as the potential winner's employer, company, organization, or other food service establishment entity with whom the potential winner is affiliated ("Entity"). Prizes will only be retained by such individuals upon notice to said Entity in conformity with the Entity's internal policies regarding receipt of prizes. Prize fulfillment is subject to the Entity's internal policies. It is the Entity's sole and ultimate responsibility to determine how and if any prize will be distributed or retained internally and Sponsor assumes no responsibility for the decisions made by such Entity regarding internal prize distribution.

The Grand 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 2023 reporting the value of the prize, as shown above, as additional income in 2022. As a condition of winning, each potential Grand 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

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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

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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 RECOURSE 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, Winners 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, your 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 November 30, 2022.
- 14. SPONSOR:** Smithfield Foods, Inc., 200 Commerce Street, Smithfield, VA 23430.