MAIN ST BISTRO® NATIONAL MACARONI & CHEESE DAY SWEEPSTAKES OFFICIAL RULES

PROMOTION DESCRIPTION: NO PURCHASE NECESSARY. VOID WHERE PROHIBITED. Main St Bistro® National Macaroni and Cheese Day Sweepstakes (the "**Promotion**") begins on June 1, 2018 at 12:00 AM Eastern Time ("**ET**") and ends on July 13, 2018 at 11:59 PM ET (the "**Promotion**"). Participation in the Promotion does not constitute participation in any other promotion, contest or sweepstakes. By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Reser's Fine Foods, Inc. (the "**Sponsor**").

ELIGIBILITY: Only legal United States residents who reside in one of the fifty (50) United States or the District of Columbia and are Eighteen (18) years of age or older are eligible to participate. Employees, officers and directors of **Sponsor**, and each of their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (collectively, the "**Promotion Entities**") and the immediate family members, and/or those living in the same household of each are ineligible to participate in the Promotion. Promotion is void where prohibited by law.

HOW IT WORKS: During the Promotion Period, eligible entrants will have the opportunity to receive a prize in this Promotion. Eligible entrants must go to www.mainstbistro.com/<u>macaroniandcheeseday</u> and follow the instructions to complete a registration form including name and email address and acceptance of official rules in order to be eligible for a prize in this Promotion.

Except as contemplated in these Official Rules, personal information collected in connection with this Promotion will be used in accordance with Sponsor's Privacy Policy. Limit one (1) play per person and/or per email address per day. For purposes of these Official Rules, a "day" is defined as any twenty-four (24) hour period during the Promotion Period beginning at 12:00:01 a.m. ET and ending at 11:59:59 p.m. ET.

Prize Winner Determination: The random drawing for the three (3) potential Grand Prize winners will be conducted by Administrator from among all eligible entries received, on or about July 14, 2018. Odds of winning the Grand Prize are determined by the number of eligible entries received from all methods of entry throughout the Sweepstakes Period.

The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error that may occur in the processing of the entries in the Promotion. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. NOTE: Participation must be by the participant and only as directed in these Official Rules. Participation by any other individual or any entity, and/or originating at any website or other platform, including but not limited to commercial promotion subscription notification and/or entering service sites, will be declared invalid and disqualified for this Promotion. The use of any device to automate the entry process is prohibited and will lead to disqualification.

In the event of a dispute over the identity of an entrant, entry will be deemed completed by the authorized account holder of the email address provided at time of registration. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider, wireless carrier, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

If applicable, the ability to participate via SMS Mobile Messaging is designed to work with all major domestic wireless carriers but Sponsor makes no guarantee that any particular wireless carrier's network will be compatible with and/or permit participation in the Promotion via SMS Mobile Messaging. Sponsor, in its sole discretion and/or to comply with a particular wireless carrier's requirements, may revise the list of participating wireless carriers at any time without notice. To participate via SMS Mobile Messaging, an entrant's mobile phone must be capable of sending and receiving text messages. Entrant is responsible for message and data rates that may apply to all text messages sent and received even if the attempted entry is not successfully transmitted for any reason.

If due to technical, production or other errors, more prizes/offers are claimed than intended, the intended prize will be awarded in a random drawing from all those submitting purportedly valid claims. No more than the number of prizes/offers set forth in these Official Rules will be awarded. ALL POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. A "SCREEN SHOT" IS NOT PROOF OR EVIDENCE OF A WINNING PLAY AND/OR PRIZE. A PARTICIPANT IS NOT A WINNER, EVEN IF THE PLATFORM SHOULD SO INDICATE, UNLESS AND UNTIL SAID PARTICIPANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED AND SAID PARTICIPANT 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 AND IS VOID AND WILL NOT BE HONORED. The submission of a prize claim is solely the responsibility of the participant.

PRIZES/OFFERS/ODDS:

At the conclusion of the Promotion Period, the following Grand Prize will be awarded to three (3) random winners selected from all eligible entries.

• Three (3) Grand Prize Packages: – A Grand Prize package consists of FREE Macaroni and Cheese for a Year, one (1) \$300 gift card to a local grocery retailer and one (1) Main St Bistro® cooler filled with summer grilling essentials. The Macaroni and Cheese portion of the prize will be delivered through monthly deliveries of six (6) 20 oz. units or more of Main St Bistro® refrigerated macaroni and cheese dishes beginning no later than August 1, 2018 and ending no earlier than July 1, 2019. ARV of each Grand Prize package: \$746.00.

GENERAL PRIZE CONDITIONS: No cash alternative or prize substitutions will be allowed, except Sponsor reserves the right to substitute prize(s) of comparable value if a prize listed is unavailable for any reason. Prize winners shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. Any potential winner of a prize valued at \$600 or more must execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "**Prize Claim Documents**"). If winner fails or refuses to sign and return all Prize Claim Documents within five (5) days of prize notification (or a shorter time if required by exigencies), winner may be disqualified and an alternate winner may be selected.

GENERAL: Acceptance of a prize constitutes prize winner's permission for Sponsor and its designees to use prize winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Promotion or any

Promotion-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's or any other person's computer system or wireless phone which is occasioned by participating in the Promotion, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks. satellites, Internet service providers, websites, or other connections; or for servers. miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right to disqualify any individual who is found to be tampering with the entry process or the operation of the Promotion, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Promotion if it determines that the Promotion is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Promotion as contemplated herein. In the event Sponsor is prevented from awarding prizes/offers or continuing with the Promotion as contemplated herein by any event beyond its control. Sponsor shall have the right to modify or suspend the Promotion. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

GOVERNING LAW/JURISDICTION: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE PROMOTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF OREGON 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.

WINNER'S LIST: For the names of the winners of prizes go to www.mainstbistro.com/macaroniandcheeseday between 07/21/2018 and 07/31/2018.

ADMINISTRATION: Sweepstakes is sponsored by Reser's Fine Foods, Inc., Beaverton, OR 97006. Sweepstakes is administered by Market Share Sports, LLC, Davidson, NC 28036.