

**Herr's Flavored by Philly
Official Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

- 1. ELIGIBILITY:** Herr's Flavored by Philly (the "Promotion") contains both a contest ("Contest") and a game of chance ("Sweepstakes"). The Contest is to determine which preselected flavors of Herr's products (each a "Flavor") will be brought to market in Summer of 2026. The Contest is not open to members of the public. The Sweepstakes (and voting) is open only to legal residents of the fifty (50) United States and the District of Columbia, who are 18 years of age or older at the time of voting. Employees, officers, and directors of Herr Foods Inc. ("Herr's" or the "Sponsor"), Pavone Group, quench Agency, Realtime Media LLC ("Administrator"), their respective parent companies, affiliates, subsidiaries, advertising, and fulfillment and marketing agencies, (collectively, "Promotion Parties") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. By participating in the Promotion, you release, discharge and hold harmless Promotion Parties, their respective parents, affiliates, subsidiaries, retailers, advertising and promotion agencies and the respective officers, directors, employees and agents of each of the foregoing, from any and all damages whether direct or indirect, which may be due to or arise out of participation in the Promotion or any portion thereof, or the acceptance, use/misuse or possession of any prize. By participating, you agree to these Official Rules and to the decisions of the Sponsor, which are final and binding in all respects. Void where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.
- 2. TIMING:** The Promotion begins at or about 9:00 a.m. Eastern Time ("ET") on November 12, 2025, and ends at or about 8:59 a.m. ET on December 10, 2025 ("Sweepstakes Period"). The Sweepstakes Period consists of four (4) weekly entry periods (each an "Entry Period"), as set forth in the chart below:

Entry Period	Start Date (at 12:00 a.m. ET, unless otherwise noted)	End Date (at 11:59 p.m. ET, unless otherwise noted)	Random Drawing Date (on or about)
1	11/12/25 at 9:00 a.m. ET	11/18/25	11/19/25
2	11/19/25	11/25/25	11/26/25
3	11/26/25	12/2/25	12/3/25
4	12/3/25	12/10/25 at 8:59 a.m. ET	12/11/25

Non-winning entries **will not** carry over into subsequent Entry Periods. *The computer clock of Administrator is the official time-keeping device in the Promotion.*

The Contest winning Flavors will be announced on or around June 8, 2026.

- 3. PUBLIC VOTE/SWEEPSTAKES ENTRY:** During an Entry Period, if you are eligible, visit herrsfavoredbyphilly.com (the "Website") and select from one (1) of the three (3) presented categories (Unity, Liberty, and Freedom, each a "Category"). Within each Category, three (3) unique Flavors will be displayed. To place a vote, click the "vote" button for the applicable Flavor, and follow the on-screen instructions to complete an entry form, including your name, email address, and date of birth. Upon submission of your vote and entry form, you will receive one (1) entry into the Sweepstakes, subject to the limit below. On subsequent days, you may visit the website, vote for a Flavor from the Categories, and enter your email to login to receive one (1) entry into the Sweepstakes, subject to the limit below. You may cast a vote in each Category every day, but you will only receive one (1) entry per day.

Voters are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to members of the public, as determined by Sponsor in its sole discretion. Votes generated by script, macro, or other automated means or which subvert or impair the integrity of the voting process will be void. Any attempt to exceed the limited number of votes

shall give the Sponsor the right to void the votes in question and disqualify the voter, at its sole discretion.

LIMIT: There is a limit of one (1) entry per person per day during the Sweepstakes Period, regardless of how many Categories an entrant casts a vote in. For purposes of this Promotion, a day is a calendar day based on ET. Attempts made by the same individual to earn more than the stated number of entries by using multiple or false contact information, accounts or otherwise may result in disqualification. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Entries that are in excess of the stated limit(s), incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor's sole and absolute discretion. Those who do not follow all instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified. Entries submitted by those who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void.

- 4. SWEEPSTAKES DRAWING/ODDS:** On or about each of the Random Drawing Dates set forth in the chart above, the Administrator will conduct a random drawing from among all eligible entries received in the applicable Entry Period to select one (1) potential winner for each Entry Period. Odds of winning a prize are based on the total number of eligible entries received during the applicable Entry Period. Sponsor cannot predict the number of entries it will receive in an Entry Period.
- 5. SCORING/CONTEST WINNING FLAVOR DETERMINATION:** On or around June 8, 2026, the Sponsor will determine the winning Flavors by calculating the number of valid votes received during the entire Promotion Period. In the event of an exact tie in scores, Sponsor will make the final decision, in its own discretion. The one (1) Flavor in each Category with the highest score as specified above will be brought to market for purchase in summer of 2026.
- 6. WINNER NOTIFICATION:** Prizes will be awarded only upon winner redemption, confirmation, verification, and final approval by Sponsor. No substitution, transfer of any prize or cash alternative permitted, except by Sponsor who reserves the right, in its sole discretion, to substitute a prize of equal or greater value, if prize, or portion of prize, becomes unavailable. Each potential winner will be notified by email after the applicable Entry Period's random drawing. Potential winners will have three (3) days to respond to winning notification before forfeiting their prizes. A potential winner becomes a "winner" only after verification of eligibility by Sponsor and/or Administrator. All prizes will be fulfilled in approximately six (6) to eight (8) weeks after the Sweepstakes Period has ended and all winners are confirmed. If a potential winner cannot be contacted, is ineligible, fails to claim the prize, if the prize notification is returned undeliverable; or if a potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and the prize may be awarded to an alternate potential winner. If necessary, for the Sweepstakes, there will be a random drawing from among all non-winning, eligible Sweepstakes Entries received.
- 7. PRIZES/PRIZE RESTRICTIONS:** The prizes to be awarded to entrants in this Sweepstakes are:

Four (4) Prizes (1 per Entry Period): One (1) box filled with Herr's products, and a \$100 prepaid card, terms and conditions apply. All details determined by Sponsor, in its sole discretion. The approximate retail value ("ARV") of each prize is \$125.

The total ARV of all prizes available in the Sweepstakes is \$500. In no event will more prizes than stated in these Official Rules be awarded.

- 8. PRIZE LIMITATIONS: Limit of one (1) Sweepstakes prize per person/per household.** If it is discovered during prize verification that you have entered, attempted to enter, or used multiple accounts to enter more than the stated limit, you will be disqualified at the discretion of the Administrator, and/or your Sweepstakes Entries may be voided. Entries generated or suspected to have been generated by

script, macro, artificial intelligence (AI), or other automated means or which subvert the entry process, are void. All Entries become the property of Sponsor and will not be acknowledged or returned.

- 9. GENERAL PRIZE CONDITIONS:** Prizes will only be awarded by Sponsor upon potential winners' verification of eligibility and final approval by Sponsor. No prize substitution, cash equivalent of prizes, transfer or assignment of prizes is permitted, except by Sponsor which reserves the right to substitute a prize with one of comparable or greater value, in its sole discretion. If any winner is at least 18 but still considered a minor in his/her jurisdiction of residence, prize will be awarded in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on winners set forth herein.
- 10. MISCELLANEOUS:** Promotion Parties are not responsible for late, lost, incomplete, corrupted, stolen, garbled, damaged, delayed, undelivered or misdirected entries or votes, all of which are void. Online entries will be considered to be entered by the authorized account holder of the email address submitted at time of entry and he/she must comply with these Official Rules. The authorized account holder is deemed as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. By entering the Promotion, you recognize and agree that the registration information provided by you will be made available to Sponsor; use of such information will be governed by Sponsor's privacy policy found at <https://www.herrs.com/privacy-policy/>. Upon entering the Promotion, winners grant Sponsor the right to print, publish, broadcast, and use world-wide in any media now known or later developed, any winner's name, portrait, picture, voice, likeness, city and state of residence, biographical information, for any purpose, including but not limited to, in advertisements, publicity, and other communications, worldwide, in perpetuity, without additional compensation, notification or permission, except where prohibited by law. You agree to comply with these Official Rules, and the decisions of the Sponsor shall be binding and final.
- 11. RELEASE:** As a condition of entering the Promotion, you agree that (1) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim punitive, incidental, consequential or any other damages, and any claims, judgments or awards shall be limited to actual out-of-pocket expenses; (2) all causes of action arising out of or connected with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action; and (3) in no event will you be entitled to receive attorneys' fees. BY ENTERING THE PROMOTION, YOU AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS PROMOTION PARTIES AND THE RESPECTIVE OFFICERS, DIRECTORS, AND AGENTS OF EACH, FROM ANY AND ALL LIABILITY FOR ANY INJURY, LOSS, OR DAMAGE OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, WHETHER DIRECT OR INDIRECT, WHICH MAY BE DUE TO OR ARISE OUT OF PARTICIPATION IN THE PROMOTION OR ANY PORTION THEREOF, OR THE ACCEPTANCE, USE/MISUSE OR POSSESSION OF PRIZES, OR ANY PRIZE-RELATED TRAVEL OR ACTIVITY. YOU WAIVE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 12. DISCLAIMER:** Promotion Parties are not responsible for printing or typographical errors in these Official Rules or in any Promotion-related materials. Sponsor reserves the right, in its sole discretion, to disqualify any individual that tampers with the entry process. Sponsor also reserves the right to terminate, suspend, cancel or modify the Promotion and award the prizes for the Promotion from among all eligible, non-suspect entries received as of the date of termination using the scoring procedure outlined above or in a random drawing for the Sweepstakes if for any reason this Promotion is not capable of running as planned due to any reason, including infection by computer virus, bugs, tampering, fraud, unauthorized intervention, technical failures or other causes that may corrupt or impair the integrity, fairness or proper play of the Promotion. Promotion Parties are not responsible or liable for any events which may cause errors and/or the Promotion to be stopped, including but not limited to any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, nor are they responsible for any problems or technical malfunction of any telephone, network or telephone lines, computer online systems, servers, or cable, satellite, or Internet Service Providers, computer

equipment, software or any other failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to yours or any other person's computer relating to or resulting from participation in this Promotion or downloading any materials in this Promotion. Promotion Parties are not responsible for computer, mechanical, technical, electronic, network or other errors or problems, including any errors or problems that may occur in connection with the administration of the Promotion, the processing of Entries, or in any other Promotion-related materials. The Promotion Parties may stop you from participating in this Promotion if you violate Official Rules or act, in Sponsor's sole discretion: (a) in a manner Sponsor determines to be unfair or unsportsmanlike; (b) with an intent to annoy, threaten or harass any other entrant or the Sponsor; or (c) in any other disruptive manner. Should more prizes be awarded through a computer, hardware, or software malfunction, human or other error or failure, or for any other reason, in any prize category, than are stated for that category in the Official Rules, Sponsor reserves the right to award only the number of prizes stated in the Official Rules for that category. In no event will more prizes be awarded than those listed in these Official Rules.

CAUTION: ANY ACT OR ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL(S) TO THE FULLEST EXTENT PERMITTED BY LAW.

- 13. CHOICE OF LAW AND JURISDICTION:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and Administrator in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of law rules or provisions (whether of the Commonwealth of Pennsylvania or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the Commonwealth of Pennsylvania. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.
- 14. TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided are the sole responsibility of the applicable winner.
- 15. WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed stamped envelope for receipt by February 9, 2026, to: Herr's Flavored by Philly (11902) - Winners List Request, c/o Realtime Media, 2460 General Armistead Ave, STE 209, West Norriton, PA 19403.

SPONSOR: Herr Foods Inc. (Herr's), 20 Herr Drive, Nottingham, PA 19362.

ADMINISTRATOR: Realtime Media LLC, 2460 General Armistead Ave, STE 209, West Norriton, PA 19403.