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. Herr's Flavored by Philly ("Promotion") begins at or about 9:00:00 a.m. Eastern Time ("ET") on October 12, 2026, and ends at 11:59:59 p.m. ET on September 30, 2027 ("Promotion Period"). The Promotion contains both a contest of skill ("Contest") and a game of chance ("Sweepstakes"). ***The computer clock of Sponsor is the official time-keeping device in the Promotion.***

1. **ELIGIBILITY:** The Contest is open only to legal residents of Pennsylvania, New Jersey, Delaware, and Maryland, who are 18 years of age or older at the time of Promotion registration. The Sweepstakes is open only to legal residents of the fifty (50) United States and 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) (the "Sponsor"), Pavone Marketing Group, quench, 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 judges and 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 will consist of five (5) phases, as detailed below:

   ● Phase 1 – Contest Entry Period: Begins at or about 9:00:00 a.m. ET on October 12, 2026, and ends at 8:59:59 a.m. ET on November 2, 2026

   ● Phase 2 – Judging/Finalist Selection: Begins at or about 9:00:00 a.m. ET on November 2, 2026, and ends at 8:59:59 a.m. ET on May 10, 2027

   ● Phase 3 – Public Vote on Finalists: Begins at or about 9:00:00 a.m. ET on May 10, 2027, and ends at 8:59:59 a.m. ET on July 6, 2027

   ● Phase 4 – Interim/Winner Selection: Begins at or about 9:00:00 a.m. ET on July 6, 2027, and ends at 8:59:59 a.m. ET on July 23, 2027

   ● Phase 5 – Winner Announcement: Begins at or about 9:00:00 a.m. ET on or around July 23, 2027.

3. **HOW TO PARTICIPATE IN THE CONTEST:** To participate in the Contest, if you are eligible, visit https://www.herrsflavoredbyphilly.com/ (the "Website") during the Contest Entry Period to gain access to the Contest entry form, if you have not done so previously. Complete the Contest entry form with your true and correct information (required fields include: Full Name, Street Address, City, State, ZIP Code, Email Address, Phone Number and Date of Birth). Upon completion of the Contest entry form, you will then be asked to submit your flavor idea, the local small business* restaurant or food it is inspired by, indicate whether you are a fan or an employee of that local restaurant, and explain why everyone will love the local small business and the special flavor inspired by that local small business restaurant and/or its food. Collectively, the Contest entry form, your flavor idea, local small business restaurant or food it is inspired by, your indication of whether you are a fan or an employee of that local

restaurant, and why everyone will love the local small business restaurant and the special flavor inspired by that local small business restaurant and/or its food, are your "Entry." Upon submitting your Entry, you will have the option to share the Promotion with others. Limit one (1) Entry per person, per email address, per calendar day during the Contest Entry Period.

**Requirements of "local food small business" include: No more than 750 employees and a maximum of $41.5 million in average annual receipts.*

By submitting an Entry, you hereby grant permission for your Entry to be posted on https://www.herrsflavoredbyphilly.com/ or other websites. You agree that the Promotion Parties are not responsible for any unauthorized use of Entries by third parties. Promotion Parties do not guarantee the posting of any Entry. You agree that you will not use the Entry for any other purpose, including, without limitation, posting the Entry to any online social networks (other than for entry into this Promotion), without the express consent of the Sponsor in each instance.

By submitting an Entry, you represent and warrant that the idea and the work submitted is original to you and that neither it nor its contents infringe upon or violate the rights of any third party. Your Entry must not include likenesses of third parties or contain elements not owned by you (such as, but not limited to, company logos) or your Entry will be disqualified. Entries must not defame or invade the publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights.

REQUIREMENTS OF CONTEST ENTRIES: Entries must not contain, as determined by the Sponsor, in its sole discretion, any content that:

- Is sexually explicit; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- Promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- Is obscene or offensive; endorses any form of hate or hate group;
- Defames, misrepresents, or contains disparaging remarks about other people or companies;
- Contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others;
- Contains any personal identification, such as license plate numbers, email addresses or street addresses;
- Contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media);
- Contains any individual other than you and/or any materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead;
- Contains look-alikes of celebrities or other public or private figures, living or dead;
- Communicates messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and/or
- Violates any law.

By submitting an Entry, you acknowledge and agree that Sponsor may receive other Entries in this Promotion that may be similar or identical to the Entry submitted by you, and you waive any and all claims you may have had, may have, and/or may have in the future, that any other Entry reviewed and/or used by Sponsor may be similar to your Entry and you understand that you will not be entitled to any compensation because of Sponsor's use of such other similar or identical material or Sponsor's selection of such other similar or identical material or Entry as a Finalist in this Contest.

4. **JUDGING/FINALIST SELECTION:** Begins at or about 9:00:00 a.m. ET on November 2, 2026, and ends at 8:59:59 a.m. ET on May 10, 2027.

A panel of qualified judges, selected by the Sponsor in its sole discretion, will score each Entry up to the maximum number of points allowed. Judging will be based on the following criterion:

● Flavor Idea and Appeal (100%)

Note that there may be subjectivity in the judges' approach to scoring the Entries. Entries that do not contain all required entry information or are considered inappropriate for any reason are not eligible. The three (3) Entries with the highest scores from the Judges will be deemed the finalists (each a "Finalist" which is inclusive of an entrant finalist (each an "Entrant Finalist") and a small business finalist (each a "Small Business Finalist")), whose entries will then move to the Public Vote on Finalists phase of the Promotion. In the event of an exact tie in judged scores, an additional "tie-breaking" judge will be brought in to evaluate the tied entries, based on the Judging Criterion above. If the same flavor or business is submitted, the Entrant Finalist and Small Business Finalist will be chosen based on the entry time stamp, with the first submission taking precedence.

All Entrant Finalists and Small Business Finalists will be required to send a headshot/photo and sign and return a Non-Disclosure Agreement via email within three (3) business days of date of outreach. Specific directions on photo content, and how to submit, will be provided via email.

All Entrant Finalists and Small Business Finalists will also be required to complete an interview with Sponsor.

Small Business Finalists will be required to send a signed version of the Herr's Terms and Conditions (found in Appendix A) via email within three (3) business days of the date of outreach in order to move to the next phase of the Promotion.

5. **PUBLIC VOTE ON FINALISTS/SWEEPSTAKES ENTRY:** Voting is open only to legal residents of the fifty (50) United States (D.C.), who are 18 years of age or older at the time of voting. Voting begins at or about 9:00:00 a.m. ET on May 10, 2027, and ends at 8:59:59 a.m. ET on July 6, 2027. There are two (2) ways to place a vote:
    a. **WEBSITE:** Visit the Website during the Public Vote Period. You must follow the on-screen instructions to submit your name and email address (as well as any other required information), if you haven't done so previously. Upon submitting your email address, you will be able to place one (1) vote per day via the Website, for your favorite Entrant Finalist, subject to the limit below. By submitting a vote, you will receive one (1) entry into the Sweepstakes ("Sweepstakes Entry") portion of the Promotion. Finalists and 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 and/or the Entry, at its sole discretion. **Limit of one (1) vote per person, per day, throughout the Public Vote Period.**

    b. **SMS:** Text the dedicated keyword associated with your favorite Entrant Finalist (which can be found on the packaging, promotional materials, and/or Website) to 80160 during the Public Vote Period. An eligible text received will earn one (1) Sweepstakes Entry. You will be able to place one (1) vote, per day via SMS, for your favorite Entrant Finalist, subject to the limit below.

    Standard carrier charges apply. Contact your carrier for plan details and pricing. entry via text-messaging may not be available via all wireless carriers. Carrier specific charges for text messages may apply, depending on your individual cellular pricing plan, in accordance with your cellular customer agreement. SMS may not be available for all service providers or for all handsets. Cellular phone carrier's instructions for text messaging may be different.

Check your phone capabilities for specific instructions. The text message entry portion of this game works with most U.S cellular carriers and requires a two-way text messaging enabled cellular phone. Sponsor makes no guarantee that any particular wireless service provider will participate. Check with your service provider for details. By selecting to vote via text messaging, you grant permission to the Sponsor to notify you via return text message and must agree to accept all applicable charges associated therewith. Wireless service providers may charge you for each text message, including any error message that is sent and received in connection with the Promotion, based on the applicable wireless service plan. You are responsible for all applicable fees and taxes associated with placing an SMS entry. Sponsor in its sole discretion may add or delete a cellular carrier at any time, without notice.

Finalists and 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 and/or the Entry, at its sole discretion. Limit of one (1) vote per person, per phone number, per day, throughout the Public Vote Period.

LIMIT: There is a limit of one (1) vote and one (1) Sweepstakes Entry per person per day, regardless of method or combination of methods of entry. 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.

The one (1) Finalist with the highest score from the Judges combined with the highest number of votes will be deemed the potential Contest Grand Prize winner. The two (2) Finalists with the next highest scores and votes will be deemed the potential Contest Runner Up Prize winners. In the event of a tie, an additional "tie-breaking" judge will be brought in to evaluate the tied entries, based on the Judging Criterion. Sponsor reserves the right not to award all prizes or to choose fewer than three (3) Finalists if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries. Prize awards are subject to verification of eligibility and compliance with these Official Rules.

Contest Grand Prize Winners will be required to sign photo release forms and participate in media opportunities as directed by the Sponsor.

6. **SWEEPSTAKES DRAWING/ODDS:** The Sweepstakes consists of eight (8) separate entry periods (each, an "Entry Period"), as set forth in the chart below. On or about the corresponding Drawing Date set forth below, Administrator will conduct a random drawing from among all eligible Sweepstakes Entries received during each applicable Entry Period to select one (1) potential Sweepstakes Prize winner for that Entry Period. Non-winning Sweepstakes Entries from one Entry Period will not roll over into subsequent Entry Periods. Odds of winning a Sweepstakes Prize depend on the total number of eligible Sweepstakes Entries received during the applicable Entry Period. Sponsor cannot predict the number of Sweepstakes Entries.

Entry Period	Start Date & Time	End Date & Time
1	May 10, 2027 at 9:00 a.m. ET	May 17, 2027 at 11:59 p.m. ET
2	May 18, 2027 at 12:00 a.m. ET	May 25, 2027 at 11:59 p.m. ET
3	May 26, 2027 at 12:00 a.m. ET	June 2, 2027 at 11:59 p.m. ET
4	June 3, 2027 at 12:00 a.m. ET	June 10, 2027 at 11:59 p.m. ET
5	June 11, 2027 at 12:00 a.m. ET	June 18, 2027 at 11:59 p.m. ET
6	June 19, 2027 at 12:00 a.m. ET	June 25, 2027 at 11:59 p.m. ET
7	June 26, 2027 at 12:00 a.m. ET	July 2, 2027 at 11:59 p.m. ET
8	July 3, 2027 at 12:00 a.m. ET	July 6, 2027 at 8:59 a.m. ET

7. **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 Contest Prize winner (Entrants and Small Businesses) will be sent a Declaration of Eligibility/Liability Release via email. All forms must be completed, signed, and returned to the Administrator within three (3) business days of date of issuance. Contest Prize winners will be announced on or about July 23, 2027. Each potential Sweepstakes Prize winner will be notified by email and/or phone. Potential winners will have three (3) days to respond to winning notification before forfeiting their prizes. If a potential Sweepstakes Prize winner entered via SMS, the Administrator will send the prize notification via SMS, and the potential winner will be required to provide any information necessary to confirm eligibility and fulfill the prize. 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 Promotion has ended and all winners are confirmed. If the potential Prize winner cannot be contacted, is ineligible, fails to claim the prize, if the prize notification is returned undeliverable; or if the potential winner otherwise fails to fully comply with these Official Rules, they will forfeit that prize, and the prize will be awarded to an alternate potential winner for that Entry Period. For the Sweepstakes, an alternate potential winner will be selected in a random drawing from among all remaining non-winning, eligible Sweepstakes Entries received during the applicable Entry Period. For the Contest, Sponsor may select the next-highest scoring Entry based on the judging process above.

8. **PRIZES/PRIZE RESTRICTIONS:** A total of fourteen (14) prizes will be awarded during the Promotion.

ONE (1) ENTRANT CONTEST GRAND PRIZE: One (1) Entrant Contest Grand Prize will be awarded, consisting of:

- One (1) $5,000 check

The Approximate Retail Value ("ARV") of the Entrant Contest Grand Prize is $5,000.

ONE (1) SMALL BUSINESS* CONTEST GRAND PRIZE: One (1) Small Business* Contest Grand Prize will be awarded, consisting of:

- One (1) $10,000 check

The ARV of the Small Business* Contest Grand Prize is $10,000.

TWO (2) ENTRANT CONTEST RUNNER UP PRIZES: Two (2) Entrant Contest Runner Up Prizes will be awarded, each consisting of:

- One (1) $2,500 check

The ARV of the combined Entrant Contest Runner Up Prizes is $5,000.

TWO (2) SMALL BUSINESS* CONTEST RUNNER UP PRIZES: Two (2) Small Business* Contest Runner Up Prizes will be awarded, each consisting of:

- One (1) $2,500 check

The ARV of the combined Small Business* Contest Runner Up Prizes is $5,000.

EIGHT (8) SWEEPSTAKES PRIZES: Eight (8) Sweepstakes Prizes will be awarded, one (1) per Entry Period, each consisting of:

- One (1) gift basket filled with Herr's products and merchandise, all details determined by Sponsor, in its sole discretion.
  The ARV of each Sweepstakes Prize is $250. The total ARV of all Sweepstakes Prizes is $2,000.

The total ARV of all prizes available in this Promotion is $27,000. No more than the stated number of prizes will be awarded.

** Local small businesses and their employees or owners are eligible to enter the Contest; however, an entrant and the local small business associated with their Entry may not both receive Contest prizes based on the same Entry. If an owner or employee of a local small business submits an Entry nominating their own business and is selected as a Finalist, they will be eligible only for the applicable Small Business Contest Prize and will forfeit the corresponding Entrant Contest Prize.*

9. **PRIZE LIMITATIONS:** Limit of one (1) Sweepstakes Prize per person. Contest Prize Winners are eligible to receive a Sweepstakes Prize. If it is discovered during prize verification 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 and/or Contest 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.

10. **OWNERSHIP OF ENTRIES:** By submitting an Entry, you agree to be bound by these Official Rules and grant Sponsor an exclusive, fully paid-up and royalty-free, worldwide license to use, modify, delete from, add to, publicly perform, publicly display, reproduce and translate your Entry (including, but not limited to, your flavor idea, the local small business restaurant or food it is inspired by, whether you are a fan or employee of the local restaurant, and why everyone will love the local small business and the special flavor inspired by it), including without limitation the right to distribute all or part of your Entry in any media formats through any media channels, as well as in commerce, in perpetuity. By submitting an Entry, you consent to the use, by Sponsor, its affiliates, subsidiaries, parents, and licensees, of your name, likeness, and image, in connection with the Promotion and Sponsor's related marketing activities, in any media or format now known or hereafter invented, in any and all locations (including commerce), without any payment to or further approval from you. You agree that this consent is perpetual and cannot be revoked. For uses beyond the consent that you grant above, you agree that Sponsor's use of your personal data will be governed by the Privacy Policy posted on the Sponsor website.

11. **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.

12. **MISCELLANEOUS:** Promotion Parties are not responsible for late, lost, incomplete, corrupted, stolen, garbled, damaged, delayed, undelivered or misdirected entries, 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://privacy.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, the winner's name, portrait, picture, voice, likeness, city and state of residence, biographical information, "flavor idea, the local small business restaurant or food it is inspired by, whether the entrant is a fan or employee of the local restaurant, and why everyone will love the local small business and the special flavor inspired by it, 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 and judges shall be binding and final.

13. **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.

14. **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 judging procedure outlined above or, for the Sweepstakes, in a random drawing from among all eligible, non-suspect Sweepstakes Entries received during the applicable Entry Period 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 not fair; (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 Section 8.

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.

15. **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.

16. **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. A 1099 tax form (preceded by a W-9 Form) will be issued to any winner of a Prize valued at $2,000 or more.

17. **WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed stamped envelope for receipt by November 29, 2027, to: Herr's Flavored by Philly (12617) - Winners List Request, c/o Realtime Media LLC, 2460 General Armistead Ave, Suite 209, West Norriton, PA 19403.

SPONSOR: Herr Foods Inc. (Herr's), 20 Herr Drive, Nottingham, PA 19362; https://privacy.herrs.com/privacy-policy**.**

ADMINISTRATOR: Realtime Media LLC, 2460 General Armistead Ave, Suite 209, West Norriton, PA 19403; https://www.rtm.com/; https://privacy.rtm.com/PrivacyPolicy.pdf

Appendix A

Licensee: Herr Foods, Inc. (Herr's)

Licensor: [Insert Company Name] (Company)

License Term: November 2, 2026 – November 2, 2029, such term will extend after the expiration of the License Term for the time period needed to dispose of or sell any existing inventory.
Company Brands: [Insert Company Name and/or Brand]

Products:
Potato Chips

Territory: United States & Territories

Distribution Channels: Wherever Herr's products are currently sold which include but are not limited to: Grocery, Mass, Club, C-Store, Mom & Pop Shops, Drug, Value, E-Commerce, Schools, Food Service, Vending, Institutional, Restaurants, Pizza Shops, Liquor Stores, Seasonal Locations, Travel Stores, and Book Stores.

Licensed Rights: Company grants Herr's the non-exclusive right and license during the Licensed Term on or in connection with the Products in the Territory including, but not limited to, the Distribution

Channels to use Company's name, brand, logo, artwork, graphics, images, copy, likenesses, flavor name, and any other identifying feature deemed necessary to bring product to market or to market product as Herr's deems necessary. Nothing in this Agreement obligates Herr's to manufacture, commercialize, continue distributing, or market any product.

Flavor Name Ownership Rights: The flavor name and the recipe for creating the flavor name product are and shall remain the sole and exclusive property of Herr's.
Distribution Start Date: May 10, 2027

Contest Rules: Company agrees that the contest rules are final, and that Company agrees to be bound by and accepts the contest rules.

Payment: Company shall be paid in accordance with the contest rules**.**

Herr's Promotion Commitment:
● The Company Brand of the finalists will appear on the Flavored by Philly package and may appear on media content, website and press releases that highlight their special flavor in a unique way which will endeavor to generate significant impressions for the Company Brand.
Approvals:
● Herr's will have final say on all finished product recipes and packaging but is committed to being collaborative in our approach to ensure we bring the best version possible to market. To ensure we can effectively collaborate and hit the launch date expected for the program the following guidelines must be met by the Company. Herr's will abide by the same guidelines. Any breach of the collaboration guidelines may disqualify you from the prize money in the contest.

Collaboration guidelines:
■ A contact point person is provided to Herr's within 2 business days after the term sheet is agreed to.
■ Feedback via email within 2 business days of receiving email request from Herr's.
■ Feedback on product samples sent within 2 business days of receiving product samples from Herr's.
■ If meeting requested from Herr's, then time to meet must be within 5 days of request.
■ Herr's will provide content and social guidelines to enable social posting around the contest to help drive votes. Content provided can be worked into other graphics and images. Graphics provided must not be modified to change their appearance. All post copy and images must follow social guidelines.

Warranty By Company:
● Company hereby represents and warrants that Company is a small business and has no more than 750 employees and has less than $41.5 million in average annual receipts.
● Company hereby represents and warrants that (i) it has all rights, title and interests in the Company Brand and Licensed Rights; (ii) it has the right to grant the licenses in the Company Brand and Licensed Rights to Herr's; (iii) there is no pending claim, charge, demand, action, suit or proceeding by a third party against the ownership or use of the Company Brand or the Licensed Rights; and (iv) it is not party to any agreement with any third party that conflicts with any term of this Agreement or would prevent Company from fulfilling its obligations hereunder.

Termination by Licensee: This Agreement may be terminated by Licensee (i) upon Licensee's election for any reasonable business reason in Licensee's sole and absolute discretion by providing written notice to Company of such election; (ii) in the event of a breach of any of the provisions of this Agreement by Company; or (iii) upon any claim, charge, demand, action, suit or proceeding by a third party based upon use of the Company Brand or Licensed Rights, including but not limited to Trademark infringement or unfair competition, by providing written notice to the Company. Licensee may immediately terminate this Agreement if Company engages in conduct that may adversely affect the reputation, goodwill, or image of Licensee.

Force Majeure: No failure or omission by any party in the performance of any obligation of this Agreement (except payments hereunder) will be deemed a breach of this Agreement nor create any liability if the failure or omission arises from any cause beyond the control of the party in question.

Causes include acts of God; acts or omissions of any government or any agency thereof; compliance with any governmental authority; fire; storm; flood; earthquake; accident; acts of a public enemy; war, declared or undeclared; rebellion; insurrection; riot; sabotage; invasion; epidemic, pandemic, or quarantine restrictions; strike; lockout; disputes or differences with workmen; transportation embargoes or delays in transportation.

Company Indemnification: Company agrees to defend, indemnify and hold harmless Licensee, its Affiliates, and its and their shareholders, directors, officers, employees, agents and assignees and shall pay all losses, damages, fees, expenses or costs (including reasonable attorneys' fees) incurred by them based upon any third party claim, charge, demand, action, suit or proceeding caused by (i) Company's breach of this Agreement, or (ii) use of the Company Brand or any Licensed Rights. Company indemnifies Licensee for any claim arising from Company's products, services, advertising, promotional statements, business operations, or violation of law. Company's indemnification obligations shall not be limited by any limitation of liability contained in this Agreement.

Cybersecurity and Data Protection: Company shall maintain and enforce appropriate administrative, technical, and physical safeguards designed to protect all confidential information, personal data, systems, and other data of or relating to Licensee's ("Licensee's Data") against unauthorized access, acquisition, use, disclosure, alteration, loss, destruction, or misuse and shall comply with all applicable data protection and cybersecurity laws and generally accepted industry standards. At a minimum, Company shall require multifactor authentication for all administrative or privileged accounts and for all remote or external access to systems that store, process, transmit, or provide access to Licensee's Data, unless Licensee approves in writing an alternative control that provides substantially equivalent protection. Company may use Licensee's Data solely as necessary to perform this Agreement, shall restrict access to personnel and service providers with a legitimate need to know who are bound by written confidentiality and data-protection obligations at least as protective as those in this Agreement, and shall remain fully responsible for their acts and omissions. Company shall not sell, disclose, transfer, or otherwise use Licensee's Data for any other purpose without Licensee's prior written consent and shall securely return or destroy Licensee's Data upon Licensee's request or termination of this Agreement, except where retention is required by law. Company shall notify Licensee in writing of any actual or reasonably suspected unauthorized access to, acquisition of, use of, disclosure of, alteration of, loss of, destruction of, or misuse of Licensee's Data or systems (a "Security Incident") as soon as reasonably practicable, but no later than forty-eight (48) hours after discovery. At Company's sole cost and expense, Company shall promptly investigate, contain, mitigate, and remediate the Security Incident; preserve relevant evidence; provide Licensee with timely and complete information and regular status updates; cooperate fully with Licensee's and its designees; and make no notification identifying Licensee to any third party, regulator, or affected individual without Licensee's prior written approval, except where prohibited by law. Company shall be responsible for all reasonable costs, losses, liabilities, damages, claims, penalties, fines, assessments, and expenses, including reasonable attorneys' fees, forensic investigation, notification, credit monitoring, identity-protection services, remediation, and regulatory response, arising out of or relating to a Security Incident caused by Company or its personnel, agents, subcontractors, or service providers, or by Company's breach of this section. Company shall defend, indemnify, and hold harmless Licensee, its affiliates, and their respective officers, directors, employees, and agents from and against such matters. Company's obligations under this section survive expiration or termination of this Agreement and are not subject to any limitation or exclusion of liability elsewhere in this Agreement to the extent permitted by applicable law.

LIMITATION OF LIABILITY:

● NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES (INCLUDING LOST PROFITS) ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT OR RESULTING FROM THE USE OF THE COMPANY BRAND OR LICENSED RIGHTS, WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED ON WARRANTY, CONTRACT OR OTHERWISE, EVEN IF AN AUTHORIZED REPRESENTATIVE OF SUCH PARTY IS ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SAME.

● HERR'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE VALUE OF THE APPLICABLE PRIZE AWARDED TO COMPANY. In no event shall Herr's aggregate liability exceed the amount of the prize actually awarded to Company pursuant to the Promotion.

Relationship of Parties: Company and Licensee are independent contractors and not an agent or partner of the other, and neither shall enter into any agreement or incur or commit the other in any manner without the prior written consent of the other Party.

Survival: The provisions relating to indemnification, ownership rights, limitation of liability, releases, payment obligations, and any provisions intended by their nature to survive, shall survive termination or expiration of this Agreement.