

## **Fortunes of Flavor Official Rules**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** Fortunes of Flavor Promotion (the "Promotion") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of HV Food Products Co. ("Sponsor"), Merkle Inc. ("Administrator"), each of their respective parent, subsidiary and affiliate companies and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings and children and their respective spouses, regardless of where they reside) and household members, whether or not related, of each such employee are not eligible. The Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** HV Food Products Co., 1221 Broadway, Oakland, CA 94612. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Timing:** The Promotion begins on September 30, 2021 at 1:00 p.m. Pacific Time ("PT") and ends on November 30, 2021 at 1:00 p.m. PT (the "Promotion Period"). Administrator's servers are the official time-keeping device for the Promotion.

**4. How to Enter:** The Promotion consists of an instant win game (the "Instant Win Game") and a collect and win game (the "Collect and Win Game"). During the Promotion Period, visit <https://www.hiddenvalley.com/ranchology-rewards-program/> and follow the links and instructions to register (if you have not done so previously) or log in to your account. If this is your first visit to the Hidden Valley site, you will be required to provide your name, email address and password as well as agreement to the terms of the site (<https://www.thecloroxcompany.com/terms/>) to register. In addition, you will be required to review and confirm agreement to these Official Rules.

**Instant Win Game:** Once you've registered (or logged in), follow the links and instructions to play the Instant Win Game. The Instant Win Game results will be displayed at the time of play. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

**Collect and Win Game:** Each time you play the Instant Win Game during the Promotion Period and do not win, you will receive one (1) Collect and Win Game piece in the form of a virtual token (each, a "Game Piece"). You can track your progress by logging in to the Promotion Site and viewing your gameboard.

For Instant Win Game and Collect and Win Game: Each entrant may earn up to one (1) Instant Win Game play per day until he/she has won a Collect and Win Prize. Once an entrant wins a Collect and Win Prize, he/she will not be able to earn any additional Instant Win Game plays and will not be able to further participate in the Promotion. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the state number of plays by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder.

**5. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR COLLECT AND WIN GAME SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL INSTANT WIN GAME WINNER AND/OR COLLECT AND WIN GAME WINNER HAVE BEEN VERIFIED AND ENTRANT 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, IS VOID AND WILL NOT BE HONORED.**

**6. Collect and Win Game/Instant Win Game Prize Selection and Verification of Potential Winners:**

All selected potential winners must comply with all terms and conditions of these Official Rules, and all winnings are contingent upon fulfilling all requirements. Administrator is an independent judging organization whose decisions as to the administration and operation of the Collect and Win Game and the Instant Win Game and the selection of potential winners are final and binding in all matters related to the Promotion. Instant Win Game: There will be five hundred fifty (550) random, computer-generated winning times during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly-generated times, you will be a potential instant winner of the prize indicated. Collect and Win Game: There are four (4) Collect and Win prize types (each a "Prize Type"). Each Prize Type is outlined below in the table. Each Prize Type has five (5) unique Game Pieces. Four (4) of the five (5) Game Pieces for each Prize Type will be awarded regularly to entrants. However, there will be a limited number of the fifth Game Pieces for each Prize Type ("Rare Game Piece") correlating to the number of prizes offered for each Prize Type as set forth in the table below.

<b>Prize Type</b>	<b>Number Rare Game Pieces</b>
\$500.00 Target Digital Gift Card	3
\$500.00 Visa® Prepaid Card	3
\$500.00 Williams-Sonoma Digital Gift Card	2
\$500.00 Apple Digital Gift Card	2

Each Rare Game Piece will be associated with a random, computer generated winning time during the Promotion Period. If you are the first player to play the Instant Win Game at or after the randomly generated winning time you will be awarded a Rare Game Piece. Once you have collected all five (5) Game Pieces for the applicable Prize Type, you will be a potential winner of the applicable Prize Type.

If any potential winner cannot be contacted, fails to provide any other requested information within the required time period, or if prize is returned as undeliverable, potential winner forfeits prize. In the event that a potential winner is disqualified for any reason or forfeits the prize, Sponsor will make reasonable efforts to award the applicable prize to an alternate winner by random drawing from among all remaining eligible Game plays.

## 7. Prizes:

**Collect and Win Game Prizes - must collect all 5 unique Game Pieces to be eligible to win one of these prizes:**

Quantity	Prize Description	Approximate Retail Value ("ARV")
3	\$500.00 Target Digital Gift Card	\$500.00
3	\$500.00 Visa® Prepaid Card*	\$500.00
2	\$500.00 Williams-Sonoma Digital Gift Card	\$500.00
2	\$500.00 Apple Digital Gift Card	\$500.00

\*Your payment will be delivered via email with instructions for claiming your Visa prepaid card. You must claim your card within 3 months from the date these instructions are sent via email. Your right to the payment expires after that time. Use your Visa Prepaid Card anywhere Visa debit cards are accepted in the U.S. The card may not be used at any merchant, including internet and mail or telephone order merchants, outside of the U.S. Card is issued by The Bancorp Bank, Member FDIC, pursuant to a license from Visa U.S.A. Inc. Your use of the prepaid card is governed by the Cardholder Agreement, and some fees may apply. This is not a gift card. Please note that prepaid cards are subject to expiration, so pay close attention to the expiration date of the card. Winners of this prize will receive an email from [notification@prepaiddigitalsolutions.com](mailto:notification@prepaiddigitalsolutions.com) that prompts them to select either a physical or virtual Visa Prepaid Card. The Bancorp Bank does not endorse or sponsor and is not affiliated in any way with this Promotion.

## Instant Win Game Prizes:

Quantity	Prize Description	ARV
50	Foodie Magazine Subscription	\$30.00
100	\$10.00 Amazon.com Gift Card. Gift Card Restrictions apply, see <a href="https://www.amazon.com/gc-legal">amazon.com/gc-legal</a>	\$10.00
100	\$10.00 Bed, Bath & Beyond Digital Gift Card	\$10.00
100	\$10.00 Spotify Digital Gift Card	\$10.00
100	\$10.00 Target Digital Gift Card	\$10.00
100	\$5.00 Walmart Digital Gift Card	\$5.00

For All Prizes: Terms and conditions of gift cards apply. Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion. Limit: one (1) Collect and Win Game prize and up to three (3) Instant Win Game prizes per person. Total ARV of all Prizes: \$12,000.00.

**8. Release:** By receipt of any prize, winner agrees to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.

**9. Publicity:** Except where prohibited, participation in the Promotion constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**10. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Collect and Win Game or Instant Win Game, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries or plays received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Collect and Win Game or Instant Win Game or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Collect and Win Game or the Instant Win Game may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**11. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize. If for any reason an entrant's entry or play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Collect and Win Game entry or Instant Win Game play, if possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**12. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

**13. Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's Privacy Policy <https://www.thecloroxcompany.com/privacy/>.

**14. Winner List:** For a winner list, visit <https://bit.ly/3gvNWof>. The winner list will be posted after winner confirmation is complete.