

## ULTIMATE UTZ FAN CONTEST OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

**MESSAGE AND DATA RATES MAY APPLY TO USE OF MOBILE PHONE/DEVICE IN CONJUNCTION WITH PARTICIPATION IN CONTEST (AS APPLICABLE).**

**By participating in the Ultimate Utz Fan Contest (the “Contest”), each participant (“Entrant”) unconditionally accepts and agrees to comply with and abide by these Official Rules (“Official Rules”) and the decisions of Utz Quality Food, LLC (the “Sponsor”) and Promotion Activators Management, LLC (the “Administrator”), which shall be final and binding in all respects.**

**ELIGIBILITY:** The Contest is open to legal residents of the 50 United States and the District of Columbia (“D.C.”), who are at least 18 and the age of majority in their state of residence (19 or older in Alabama and Nebraska; 21 or older in Mississippi) at the time of entry. Void outside of the 50 U.S./D.C. and wherever else prohibited by law. Employees of Sponsor, Administrator and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Contest is subject to all applicable federal, state, and local laws and regulations.

**CONTEST ENTRY PERIODS:** The Contest begins at 12:00:00 AM Eastern Time (“ET”) on May 1, 2023 and ends at 11:59:59 PM ET on July 24, 2023 (the “Contest Period”). Within the Contest Period, there are three (3) Entry Periods (each, an “Entry Period”) as defined below. Entries must be received during an Entry Period to be eligible for that Entry Period’s judging and prize. Non-winning entries for an Entry Period will not roll over to subsequent Entry Periods.

Contest Entry Period #1 begins at 12:00:00 AM Eastern Time (“ET”) on May 1, 2023 and ends at 11:59:59 PM ET on May 29, 2023.

Contest Entry Period #2 begins at 12:00:00 AM ET on May 30, 2023 and ends at 11:59:59 PM ET on June 26, 2023.

Contest Entry Period #3 begins at 12:00:00 AM ET on June 27, 2023 and ends at 11:59:59 PM ET on July 24, 2023. Each of the forgoing is a Contest Entry Period.

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The computer clock of Sponsor is the official time-keeping device for the Contest.

### **HOW TO ENTER:**

**Step 1:** Create an original video of up to one (1) minute in length (max. of 50 MB) demonstrating why you are the “Ultimate Utz fan” (“Video”). Alternatively, you may take an original photo (color) demonstrating why you are the “Ultimate Utz fan” (“Photo”). **Videos may only include original music created by the entrant, to which entrant has complete rights to submit to Sponsor as required herein. Please do not include music in your Video which you do not have rights to submit. Videos that include music may be disqualified subject to Sponsor’s sole discretion that contain or are suspected to contain copyrighted music or materials. Please do not wear shirts or clothing that contain prominent brand logos, trademarks, or third-party’s art, content, images, or likeness in your Photo or Video. Video or Photo should not be shot in front of art, photographs, or other items that may be subject to copyright or trademark protections. Video or Photo must also otherwise comply with all content requirements set forth herein to be valid.**

**Step 2:** To complete the entry process, during a Contest Entry Period, go to <http://www.utzfan.com/> (“Website”) and follow the on-screen instructions to register for the Contest and upload your Video (acceptable formats include MP4, MOV, WMV and AVI) or Photo (acceptable formats include JPG, PNG, and GIF) and a statement of up to 280 characters, in English, explaining why you are the Ultimate Utz Fan (together, herein “Entry”).

**Please note, you must obtain prior express permission from anyone appearing in the Video or Photo to enter into the Contest. All registration information must be completed in full. Limit one (1) Entry per person per Contest Entry Period.** Although subsequent attempts to enter may be received during a Contest Entry Period, only the first Entry received from a particular Entrant will be eligible; subsequent attempts by the same person to enter, including entries submitted with an alternate email address, social media account or identity, will be disqualified. In the event of a dispute over the identity of an Entrant, Entry will be deemed submitted by the Authorized Account Holder of the email address submitted at time of entry. “Authorized Account Holder” means the natural person to whom the email address is registered. Sponsor may ask any Entrant or potential winner to provide Sponsor with proof, to Sponsor’s satisfaction, that such party is the authorized account holder of the email address associated with the Entry. Sponsor is not responsible for lost, late, incomplete, illegible, garbled, inaccurate, invalid, misdirected, undelivered, or delayed Entries. No altered or incomplete submissions will be accepted. Entrants are subject to all notices posted online, including but not limited to the Sponsor’s Privacy Policy, which can be found at <https://www.utzsnacks.com/pages/privacy-policy>.

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**All Entries must comply with the following minimum guidelines to be eligible:**

- The Entrant should be the primary subject of the Video or Photo. No other individuals may appear in the Video or Photo without express written permission. If Video or Photo features a minor under the age of majority in his/her/their state of residence, you must obtain written permission from the minor's legal guardian.
- Entry must conform to the format, length and size requirements and limitations stated above.
- Entry cannot contain content that is irrelevant to the purpose of the Contest.
- Once an Entry has been submitted, it cannot be modified or deleted by Entrant.
- By submitting a Video or Photo taken by a third party, Entrant warrants and represents that they have secured all rights and clearances to the Video or Photo from the videographer or photographer.
- Entry cannot be profane, pornographic, sexually explicit, or suggestive or contain nudity.
- Entry cannot promote violence or promote firearms/weapons.
- Entry cannot promote alcohol, illegal drugs, or tobacco.
- Entry cannot defame, misrepresent, or contain disparaging remarks about people, brands, products, or companies.
- Entry cannot contain content that defaces or depicts any person, brand, product or company in a negative or inappropriate manner.
- Entry cannot be obscene or offensive, endorse any form of hate or hate group or be derogatory to any ethnic, racial, gender, religious, professional or age group.
- Entry cannot reference or contain materials embodying copyrighted images, names, likenesses or other indicia (including, but not limited to, trademarks and copyrights) identifying any brand, products, company or person, living or dead, without permission.
- Entry cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate.
- Entry cannot depict illegal activity and cannot itself be in violation of any law.
- Entry cannot in any way reference persons or organizations without written permission from any person or organization whose name or likeness is used.
- Entry may not include images of a known celebrity, famous or well-known person or any image which violates the right of privacy or publicity of any person.
- Entry cannot have been submitted previously in a promotion of any kind or won any previous awards.

**Please note: Sponsor will determine, in its sole discretion whether an Entry violates the above conditions.**

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By submitting an Entry, the Entrant understands and grants to the Sponsor an irrevocable, perpetual, non-exclusive worldwide license to use their Entry, name, hometown and likeness on the Sponsor's various websites and social media sites and in advertising and/or promotional activities worldwide without compensation, permission, or notification. Sponsor has the right in their sole and absolute discretion to alter, change or modify any Entry.

By submitting an Entry, Entrant warrants and represents that: (a) Entry does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other legal or moral rights of any person or entity; (b) Entrant owns all rights to the Entry, including without limitation, copyrights, and has received prior written permission from a third party if the Video or Photo was recorded by someone other than the Entrant him/herself; and (c) Entrant will indemnify and hold harmless the Sponsor, Administrator, and related entities, agents and assigns from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of your representations and warranties herein, the Entry, or Entrant's conduct in creating the Entry, the acceptance or use of any prize or otherwise in connection with this Contest.

**ENTRIES ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER.**

**PHASE 1 CONTEST JUDGING:** To be eligible for the Contest, an eligible Entry must be received during an applicable Contest Entry Period. At the conclusion of each Contest Entry Period, Entries received during such Contest Entry Period will be judged and scored by a panel of qualified judges appointed by Sponsor based on the following criteria: Demonstrated Brand Enthusiasm and Passion (33%), Clarity of Expression (33%), and Creativity and Originality (34%). The three (3) Entries that receive the highest combined score according to the criteria listed above, in the sole determination of the judges, will be declared semi-finalists ("Semi-Finalists) for the Contest Entry Period they were received, subject to verification and will be posted to the Website for consumer voting as described below. **Limit: Each entrant may only be named a Semi-Finalist in one (1) Contest Entry Period.** Sponsor reserves the right to deem fewer than three (3) Entries as Semi-Finalists if an insufficient number of eligible Entries are received during a Contest Entry Period. In the event of a tie, the tied Entries will be re-judged by an additional judge who will serve as a tiebreaker and who will evaluate tied Entries according to the criteria listed above. If following the re-judging the entries are still tied, the entrant whose Entry received the highest score for "Creativity and Originality", as determined by the qualified judges in their sole discretion will be deemed a Semi-Finalist from among the tied entrants. The decisions of the judges will be final and binding on all matters relating to the Contest.

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**PHASE II CONSUMER SEMI-FINALIST VOTING:** The three (3) Entries deemed Semi-Finalists after each Contest Entry Period will be posted to the Website for consumer voting in accordance with the schedule below. Visitors to the Website may vote for the Entry they like the best To cast a vote for a Semi-Finalist Entry, voters must meet on-screen requirements and follow on-screen instructions. Limit one (1) vote per person per day during each respective Consumer Voting Period. For the purposes of this Contest, a “day” is defined as the twenty-four (24) hour time period commencing at 12:00 AM ET, and ending at 11:59 PM ET. The Semi-Finalist Entry that receives the highest number of eligible, non-suspect, votes during a Consumer Voting Period will be deemed a potential Finalist, subject to verification of entrant’s eligibility. Automated methods of voting and voting by proxy are prohibited. Any attempt by an entrant, their family/friends or any other individual deemed by Sponsor in its sole discretion to be acting to the benefit of any Semi-Finalist to vote more than the number of times authorized herein using multiple names, compensating, or offering to compensate third parties to vote, and/or any other fraudulent conduct, as determined by Sponsor in its sole discretion, shall give Sponsor the right to disqualify suspect votes, entrant and/or his/her corresponding Entry in its sole discretion. In the event of a tie for the most votes, tied Entries will be re-judged using the criteria listed above by the panel of judges appointed by the Sponsor to determine the Finalist.

**PHASE II CONSUMER SEMI-FINALIST VOTING PERIODS:**

Consumer Voting Period 1: Begins 12:00:00 AM ET on June 5, 2023 and ends at 11:59:59 PM ET on June 11, 2023.

Consumer Voting Period 2: Begins 12:00:00 AM ET on July 3, 2023 and ends at 11:59:59 PM ET on July 9, 2023.

Consumer Voting Period 3: Begins 12:00:00 AM ET on July 31, 2023 and ends at 11:59:59 PM ET on August 6, 2023.

**PHASE III CONSUMER FINALIST VOTING:** The one (1) Entry deemed the Finalist after each Consumer Semi-Finalist Voting Period as described above will be posted to the Website for the Consumer Finalist Voting Period which will begin at 12:00:00 AM ET on August 16, 2023 and end at 11:59:59 PM ET on August 30, 2023. Visitors to the Website may vote for the Entry they like the best. To cast a vote for a Finalist Entry, voters must meet on-screen requirements and follow on-screen instructions. Limit one (1) vote per person per day. The Finalist Entry that receives the highest number of eligible, non-suspect, votes during the Consumer Finalist Voting Period will be deemed the potential Grand Prize winner, subject to verification of entrant’s eligibility. Automated methods of voting and voting by proxy are prohibited. Any attempt by an entrant, their family/friends or any other individual deemed by Sponsor in its sole discretion to be acting to the benefit of any Finalist to vote more than the number of times authorized herein using multiple names, compensating, or offering to compensate third parties to

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vote, and/or any other fraudulent conduct, as determined by Sponsor in its sole discretion, shall give Sponsor the right to disqualify suspect votes, entrant and/or his/her corresponding Finalist Entry in its sole discretion. In the event of a tie for the most votes, tied Finalist Entries will be re-judged using the criteria listed above by the panel of judges appointed by the Sponsor to determine the Grand Prize winner. The chances of winning depend on the relative skill of the entrants and the number of votes, eligible entries received during a Contest Entry Period. Potential winners are not an actual winner until their eligibility has been verified, and it is determined to Sponsor's satisfaction that they have complied with all terms and conditions of these Official Rules.

**PRIZES/APPROXIMATE RETAIL VALUES ("ARV"): Three (3) Finalist Prizes:**

Each of three (3) Finalists, as determined in the consumer voting detailed above, will receive a custom-printed Utz bag featuring the winner's likeness filled with Utz chips, a printed and framed version of the custom-printed Utz bag with winner's likeness, and an Utz prize pack featuring Utz-branded t-shirt, chip bowl, hat, camping chair and beach towel and a variety of snacks (contents to be determined by Sponsor). Approximate retail value ("ARV"): \$200 each. **One (1) Grand Prize:** Grand Prize winner, as determined in the Phase III Consumer Finalist Voting detailed above, will receive winner's choice of a lifetime supply of Utz Snacks or \$8,303 awarded in the form of a check. A lifetime supply is defined as 1,664 bag of chips or 1 bag per week for 32 years. ARV: \$8,303. Lifetime supply of Utz Snacks awarded as fifty-two (52) coupons for one (1) Utz Snack at the beginning of each year for 32 years. Total ARV of all prizes: \$8,903. Prizes are not redeemable for cash, assignable, transferable and may not be substituted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value at its discretion. Any other incidental expenses on a prize not specified herein are the winners' sole responsibility. Prizes may be substituted by the Sponsor (in the sole and absolute discretion of Sponsor) for other prizes selected solely by Sponsor of equivalent Approximate Retail Value. Winners are responsible for any and all federal, state, and local taxes associated with receipt of a prize. The Grand Prize winner will be required to furnish their Social Security Number for the sole purpose of preparation of tax forms as required by law. Sponsor or Administrator will issue an IRS Form 1099-MISC to the Grand Prize winner. Sponsor is not liable for any federal, state, or local taxes owed, or other adverse tax consequences or penalties.

**SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY WINNER'S ACCEPTANCE OR USE OF A PRIZE.**

**FINALIST AND GRAND PRIZE WINNER NOTIFICATIONS & VERIFICATIONS:**

Potential Finalists and potential Grand Prize winner will be notified by the Administrator via email and/or phone, and will be required to sign and return,

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within 72 hours of notification, an Affidavit of Eligibility, a Liability Waiver, and where allowable, a Publicity Release (collectively, "the Releases"). Note: These Releases will require the Grand Prize winner to furnish their Social Security Number for the sole purpose of tax reporting, as required by law. Noncompliance by a potential Finalist will result in disqualification and the Semi-Finalist receiving the next most non-suspect votes during the applicable Phase II Consumer Semi-Finalist Voting Period will be deemed the potential Finalist. Noncompliance by the potential Grand Prize winner will result in disqualification and the Finalist receiving the next most non-suspect votes during the Phase III Consumer Finalist Voting Period will be deemed the potential Grand Prize winner. If any notification is returned as undeliverable, or if a Finalist is found to be ineligible or not in compliance with these Official Rules that Finalist will be disqualified, and the Semi-Finalist receiving the next most non-suspect votes during the applicable Phase II Consumer Semi-Finalist Voting Period will be deemed the potential Finalist. If the Grand Prize winner notification is returned as undeliverable, or if the Grand Prize winner is found to be ineligible or not in compliance with these Official Rules that will be disqualified, and the Finalist receiving the next most non-suspect votes during the Phase III Consumer Finalist Voting Period will be deemed the potential Grand Prize winner.

**PUBLICITY RELEASE AND INTELLECTUAL PROPERTY RELEASE:** Except where prohibited by law, entry into the Contest, constitutes permission to use Entrant's name, Entry, Video, Photo, statement, prize won (if any), hometown, likeness, video tape, audio recordings, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission. BY SUBMITTING AN ENTRY, ENTRANT AGREES THAT SUCH CONTEST ENTRY, COMMUNICATIONS OR SUBMISSIONS, CREATIVE SUGGESTIONS, IDEAS, NOTES, CONCEPTS OR OTHER MATERIALS ("SUBMISSIONS") THAT ENTRANT MAY SUBMIT TO SPONSOR IN CONNECTION WITH THIS CONTEST, INCLUDING ALL RIGHTS EMBODIED THEREIN, WHETHER SENT VIA THE WEBSITE OR ELECTRONIC MAIL OR SOME OTHER MEANS, WITH THE EXCEPTION OF PERSONALLY IDENTIFIABLE INFORMATION AS IDENTIFIED IN SPONSOR'S PRIVACY POLICY (AVAILABLE AT <https://www.utzsnacks.com/pages/privacy-policy>) ARE DEEMED TO BE NON-CONFIDENTIAL AND NON-PROPRIETARY AND SPONSOR SHALL HAVE NO OBLIGATION OF ANY KIND WITH RESPECT TO SUCH SUBMISSIONS. SPONSOR SHALL BE FREE TO EDIT, EXPLOIT, MODIFY, PUBLISH, REPRODUCE, USE, DISCLOSE, DISSEMINATE AND DISTRIBUTE THE SUBMISSIONS TO OTHERS WITHOUT LIMITATION IN ANY AND ALL MEDIA NOW KNOWN OR NOT CURRENTLY KNOWN, THROUGHOUT THE WORLD IN PERPETUITY FOR ANY PURPOSE WITHOUT COMPENSATION, PERMISSION OR NOTIFICATION TO ENTRANT OR ANY THIRD PARTY. ENTRANT HEREBY GRANTS TO THE SPONSOR AND ITS LEGAL

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REPRESENTATIVES, SUCCESSORS AND ASSIGNS, ALL RIGHTS IN PERPETUITY THE SUBMISSIONS IN ANY FORM OR FORMAT AND TO MODIFY THE SAME, AND ACKNOWLEDGES AND AGREES THAT IF SPONSOR DOES USE THE SUBMISSIONS ENTRANT SHALL NOT BE ENTITLED TO ANY CREDIT, CONSIDERATION, NOTICE OR PAYMENTS OF ANY KIND, EXCEPT AS EXPRESSLY PROVIDED HEREIN. ENTRANT WAIVES ANY MORAL RIGHTS THEY MAY HAVE TO THE SUBMISSIONS AND AGREES THAT IF SPONSOR ELECTS TO USE SUBMISSIONS FOR ANY PURPOSE, ALL RIGHTS UNDER COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS THAT MAY RESULT FROM THAT RELATING TO ENTRANT'S SUBMISSIONS OR FROM USE OF THE SAME BY SPONSOR AND SHALL BE THE SOLE PROPERTY OF SPONSOR. ENTRANT FURTHER AGREES THAT IF SPONSOR ELECTS TO USE ENTRANT'S SUBMISSIONS, ENTRANT WILL EXECUTE ANY DOCUMENTS REQUESTED BY SPONSOR.

**GENERAL CONDITIONS:** Participating Entrants agree to these Official Rules and the decisions of the Sponsor and the Administrator, and release the Sponsor, the Administrator, and their affiliated companies, and all other businesses involved in this Contest, as well as the employees, officers, directors, equity holders and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the Contest, and the acceptance and use/misuse of a prize offered. Participating Entrants assume all liability for and Released Parties shall be held harmless against any liability for any injury, losses or damages of any kind to persons, including personal injury or death, or injury to property caused or claimed to be caused in whole or in part, directly or indirectly, by participation in this Contest, acceptance, possession, or use/misuse of the prizes, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of the prizes.

Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Contest. By participating in the Contest, Entrant (i) agrees to be bound by these Official Rules, including all eligibility requirements, and (ii) agrees to be bound by the decisions of Sponsor and the Administrator, which are final and binding in all

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matters relating to the Contest. Failure to comply with these Official Rules may result in disqualification from the Contest.

Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor. If, for any reason, the Contest, or any part of it, cannot be run as planned, Sponsor may disqualify any suspect entries or individuals from the Contest and any promotion it sponsors and (a) suspend the Contest (or any part of it) and modify the Contest to address the impairment, then resume the Contest in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prizes from among the eligible, non-suspect entries received up to the time of the impairment.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS CONTEST, OR ANY PART OF IT, CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS CONTEST, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE. FURTHER, SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL; OR OTHER THIRD-PARTY PROVIDERS SUPPLYING ANY SERVICES OR COMPONENTS OF THE PRIZE(S) TO WINNERS, OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM.

**Legal Warning:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEBSITE OR INTERFERE WITH THE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

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**GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants, Sponsor or the Released Parties in connection with the Contest will be governed by and construed in accordance with the internal laws of the State of Pennsylvania, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE CONTEST, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) 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 NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' 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 YOU.

**DISPUTES:** The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in York County, Pennsylvania, and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Contest shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in York County, Pennsylvania. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only

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on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in York County, Pennsylvania. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

**PRIVACY:** As a condition of entering the Contest, each entrant gives consent for Sponsor to obtain and deliver their name, address and other information to third parties, including Administrator, for the purpose of administering this Contest and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Contest or on a Contest winner's list. Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at <https://www.utzsnacks.com/pages/privacy-policy>.

**OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, send a self-addressed, stamped envelope by July 24, 2023, to: Ultimate Utz Fan Contest Official Rules Request, PO Box 6000, Morton Grove, IL 60053.

**WINNER CONFIRMATION REQUEST:** For a written confirmation of the winners (available after August 30, 2023) send a stamped, self-addressed envelope (no later than October 30, 2023) to: Ultimate Utz Fan Winner Confirmation Request, PO Box 6000, Morton Grove, IL 60053.

**SPONSOR:** Utz Quality Food, LLC, 900 High Street, Hanover, PA 17331.

**ADMINISTRATOR:** Promotion Activators Management, LLC, 5550 Touhy Ave, Skokie, IL 60077.

All trademarks used herein are the property of their respective owners in the United States and abroad. All rights reserved.

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