



## Making Mealtimes July 2020 Photo Contest Official Rules

1) **NO PURCHASE IS NECESSARY TO ENTER OR RECEIVE PRIZE.** A purchase is not required and will not improve your chances to win. The Prairie Fresh Making Mealtimes Photo Contest ("Contest") is open to legal residents of the United States, who are at least 18 years old. Employees of Seaboard Corporation, Seaboard Foods LLC, Seaboard Foods Services, Inc. (collectively "Seaboard") and Masterbuilt Manufacturing LLC ("Masterbuilt"), and their respective subsidiaries and affiliates, as well as their immediate family members and/or those living in the same household of each, are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state and local laws and regulations and void where prohibited.

2) **HOW TO ENTER AND WIN.** In order to enter the Contest, an eligible participant must fulfill the entry requirements, which includes taking and posting an original photo of a meal being shared together or virtually with others on Instagram using the hashtags "#MakingMealtimes" and "#GrillableGiveaway". A person can only enter the Contest once. Incomplete, illegible or corrupted entries are void and will not be accepted.

3) **PRIZE PACKAGE; WINNER NOTIFICATION.** The following prizes will be awarded to one winner:

- Masterbuilt® Gravity Series 560 Digital Charcoal Grill + Smoker (retail value \$499.99)
- Prairie Fresh Pork Products (retail value \$100)
- 4 Prairie Fresh branded camp chairs (retail value \$340)
- Prairie Fresh brand cutting board (retail value \$25)

The prizes are non-transferable and no cash or other substitutions are allowed, except by Seaboard, which reserves the right to substitute a prize of equal or greater value. All applicable taxes on the prize are the sole responsibility of the prizewinner. The prizewinner will be selected in a random drawing of all eligible entries by 5:00 p.m. CDT on Aug. 1, 2020. The winner will be notified via Instagram direct message within one (1) business day after being drawn. If a potential winner cannot be reached after a reasonable effort has been made one (1) business day from the first notification attempt, the person will be disqualified, with an alternate selected. The winner will be required to post a photo of the prize package on Instagram using the hashtag "#MakingMealtimes" and "GrillableGiveaway" within one (1) week after receiving the prize package.

4) **DURATION OF CONTEST.** The Contest begins at 12:01 a.m. CDT, July 17, 2020, and ends at 11:59 P.M. CDT, July 31, 2020. Seaboard and Masterbuilt assume no responsibility for late, lost, mutilated or misdirected entries.

5) **CONDITIONS OF PARTICIPATION.** By participating in the Contest, an entrant agrees to abide by and be bound by the Contest rules. All federal, state and local tax liabilities are the

responsibility of the winner. Acceptance of the prize constitutes permission (except where prohibited) to use the winner's name, likeness and statements for publicity purposes without additional compensation or limitation. You will not post, advertise or otherwise promote this Contest on any online website, page or forum dedicated primarily to the exchange of information about sweepstakes or contests or participate in any commercial contest/promotion subscription notification and/or entering services – any such entries will void your entry and you may be disqualified. Seaboard reserves the right, at its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or website, violates the Official Rules, or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF THE CONTEST RULES AND OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, SEABOARD RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

6) **USE OF YOUR SUBMISSION AND PERSONAL INFORMATION.**

Entries and other submitted material become the property of Seaboard and will not be acknowledged or returned. By submitting an entry:

- a) You represent and warrant that, if you are the designated person for a group of persons that have entered this Contest, you are authorized to make representations and warranties on behalf of the group and the group of persons will be jointly and severally liable for any breach of these representations and warranties or other failure to comply with the Official Rules of this Contest.
- b) You represent and warrant that your entry and all elements contained therein ("Content") is original and, to the extent the Content incorporates or includes anything that is owned or controlled by any third party, you have obtained, in writing, all rights necessary to comply with the Official Rules of this Contest; and, that the Content does not violate any copyright, trademark, publicity right, or any other right of any third party.
- c) You agree that the Content shall be, to the maximum extent eligible, a "work made for hire," under the U.S. Copyright Act, as amended, with all rights therein, including without limitation the exclusive copyright, being the property of Seaboard. Otherwise, if your entry or any element thereof is considered not to be a "work made for hire," you hereby unconditionally and irrevocably assign and transfer to Seaboard all right, title, and interest in the Content (including, without limitation, the copyright) in any and all media whether now known or hereafter devised, in perpetuity, wherever produced or located,



including the right to use, copy, distribute, perform, display and to create derivative works of the Content for advertising, trade, other commercial purposes or any other purpose in any form of media; provided, however, to the extent Content contains third-party materials, you have obtained written permission granting Seaboard a perpetual, royalty-free, fully paid, freely transferable (with full rights to sublicense) universal, unconditional and irrevocable right and license to copy, distribute, perform, display and to create derivative works from such third-party materials for any and all purposes relating to the promotion, marketing, advertising, distribution and/or sales by Seaboard.

- d) You represent and warrant that you meet the requirements and qualifications for this Contest, and that you have read these Official Rules and are fully familiar with them.

7) **NAME OF PRIZEWINNER.** For the name of the prizewinner, mail a self-addressed stamped envelope, along with a signed request to: Seaboard Foods LLC, 9000 W. 67th St., Suite 200, Shawnee Mission, KS 66202.

8) **ODDS OF WINNING.** The odds of winning will depend upon the number of entries received.

9) **CONFLICT.** These Contest rules constitute the full agreement relating to the Contest. In the event of any conflict between these rules and any of the documents relating to the Contest, these rules shall prevail.

10) **DISPUTES.** You agree that: (1) any and all disputes, claims, and causes of action arising out of or in connection with this Contest, or any prizes awarded, shall be resolved individually, without resorting to any form of class action, and any judicial proceedings shall take place in a federal or state court within the state of Kansas; 2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, 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 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 entrant and Seaboard in connection with the Contest, shall be governed by, and construed in accordance with the laws of the state of Kansas, without giving effect to any choice of law or conflict of law, rules or provisions (whether of the state of Kansas, or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the state of Kansas. IN NO EVENT SHALL SEABOARD OR THE RELEASED PARTIES BE LIABLE TO ANY ENTRANT OR WINNER

FOR DAMAGES THAT EXCEED THE VALUE OF THE PRIZE TO BE AWARDED TO ANY INDIVIDUAL ENTRANT IN THIS GIVEAWAY.

- 11) **SPONSOR:** The Sponsor of this Contest is Seaboard Foods LLC, 9000 W. 67th Street, Suite 200, Shawnee Mission, KS 66202. This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram or Facebook.