

JOSE OLE GAME DAY SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. MUST BE 18 OR OLDER TO ENTER.

REFERENCES TO ANY THIRD-PARTY ENTITY ARE NOT MEANT TO IMPLY AN ENDORSEMENT OF THIS CONTEST OR ANY ENTITY AFFILIATED WITH SPONSOR(S).

SPONSOR. The Jose Ole Game Day Sweepstakes (the "Sweepstakes") is sponsored by Ajinomoto Foods North America, Inc., 4200 Concourse Street Suite #100 Ontario, CA 91764 (the "Sponsor").

- 1. ELIGIBILITY.** Sweepstakes participation is open only to eligible legal residents of the United States and the District of Columbia (except where prohibited or restricted by law), who are 18 years of age or older at the time of entry. The following individuals are not eligible: Ajinomoto Foods North America employees, contractors, directors and officers of and of each of its respective parent, affiliates, subsidiaries and web-design, advertising and promotion agencies, fulfillment, judging or other agency involved in the administration, development, fulfillment and execution of this Sweeps (collectively, "Parties"), and the immediate family members (parent, spouse, sibling, child, and their respective spouses or "step" of each, regardless of where they reside) and those living in their same households whether or not related. Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who, within the past six (6) months, performed services for Sponsor, Agency or any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes or supplying the prize, and / or their respective parent, affiliates, subsidiaries, and successor companies, and immediate family and household members of such individuals, are not eligible to enter or win. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses. "Household members" shall mean people who share the same residence at least three months a year.
- 2. SWEEPSTAKES ENTRY PERIOD.** The Sweepstakes begins 12:01:01 a.m. Eastern Standard Time ("EST") on August 12, 2019 and ends 11:59:59 p.m. EST on September 30, 2019 (the "Entry Period"). All entries must be received by 11:59:59 p.m. EST on September 30, 2019. All entries become the property of Sponsor and will not be acknowledged or returned.
- 3. HOW TO ENTER**

TEXT. Enter using your SMS-enabled mobile phone by texting "OLE" to shortcode 24587. You (sometimes referred to herein as an "Entrant") will receive a reply text message(s) with a link to www.OleForGameDay.com ("Website") containing the official entry form to submit entry including your full name, zip code, telephone number, email and birthdate. Entrant must confirm they are 18 years of age or older. Entrant must complete all fields in the online entry form or entry will not be accepted. Participants must have a mobile phone with text messaging and web browsing capabilities, as may be applicable, to enter and may incur a standard text message and / or data charge from their wireless

service provider for each message sent and received. Check with your wireless service provider for details on these and other applicable charges. Participants are solely responsible for any such wireless charges. Not all wireless carriers participate. Texting entrant must be the authorized account holder of the account from which the Entry is submitted. Entrant understands the text message sent is considered an electronic signature agreeing to the terms and to giving consent to receive automated text messages from Sponsor.

ONLINE. Alternatively, you may enter online by visiting the Website www.OleForGameDay.com and submitting the official entry form including your full name, zip code, telephone number, email and birthdate. Entrant must confirm they are 18 years of age or older. Entrant must complete all fields in the online entry form or entry will not be accepted. A thank-you message will be displayed to confirm that your Entry Form was successfully sent. Each entrant who fully completes the Entry Form will receive one (1) entry into the Sweepstakes (“Entry”). You must complete the entire Entry Form in order to successfully enter into the Sweepstakes. No correspondence regarding Entries will be acknowledged or answered. Entrant may enter once per day via Website during the Entry Period to earn one (1) sweepstakes entry per day per email address. If you do not have a computer or other device to access the Internet, many public libraries offer free access to computers and the Internet.

By participating in the Sweepstakes, entrant agrees that for the purposes of this Promotion, Sponsor shall have the right to use all personal information provided to Sponsor in accordance with the privacy policy found at <https://www.ajinomotofoods.com/privacy-policy/>. At the time of entry, entrants might be given the opportunity to opt-in to receive further communications from Sponsor. Entrants are not required to opt-in and opting in will not improve your odds of winning. No more than four (4) messages per month, and in some months, there may be none. Entrant may text STOP to 24587 to stop receiving text messages.

By entering, you represent and warrant that you have fully complied with all aspects of these Official Rules. By entering, you agree to indemnify and hold harmless the Sweepstakes Entities from any action or liability resulting from your participation in the Sweepstakes and/or any other information included in any entry.

- 4. GENERAL CONDITIONS.** By participating, entrants accept and agree to be bound by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. Entrant irrevocably grants Sponsor and its affiliates, legal representatives, assigns, agents and licensees, the unconditional and perpetual right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), the Entry, including, but not limited to, the right to use entrant's likeness, and/or statements regarding his/her participation in this Sweepstakes (with or without using the entrant's name) in any and all media without limitation as to time or territory, and without additional compensation or approval from the entrant or any other party. Entrant expressly waives any intellectual property rights, privacy/publicity rights or other legal or moral rights that might preclude the Sponsor's use of the entry, and agrees not to sue or assert any claim against the Sponsor for the use of the

Entry or entrant's likeness or statements.

Entrant agrees to indemnify and hold Sponsor, all related parties and their respective affiliates, officers, directors, agents, co-branders or other partners, including any of their employees (collectively, the "Indemnitees"), harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Indemnitees due to or arising out of the entrant's Entry, or the entrant's conduct in creating an Entry or otherwise in connection with this Sweepstakes, including but not limited to claims for trademark infringement, copyright infringement; violation of an individual's right of publicity or right of privacy; or defamation. Entrant further agrees to forever release and discharge Sponsor from any and all claims that any advertising subsequently produced, presented, and/or prepared by or on behalf of Sponsor infringes entrant's rights with regard to any elements, characters or ideas contained in any Entry.

If for any reason the Sweepstakes cannot run as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right at its sole discretion, to cancel, terminate, modify and/or suspend the Sweepstakes and to disqualify any individual who tampers with the entry process, violates these Official Rules, or acts in a disruptive manner. Any attempt by an entrant to deliberately damage any website involved in the Sweepstakes or to undermine the legitimate operation of the Sweepstakes may be in violation of criminal and/or civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages, including attorneys' fees, from any such entrant to the fullest extent of the law, including criminal prosecution. No responsibility is assumed by Sponsor for 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 or any problems or technical malfunctions of any telephone network or lines, typographical or other errors, computer online systems, servers or providers, computer equipment, software, failure of any email or electronic entry to be received on account of technical problems or traffic congestion on the Internet or on any website or any combination thereof, including any injury or damage to participant's or any other person's computer related to, or resulting from, participation in or downloading any materials from this Sweepstakes. By participating in this Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which shall be final in all respects. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes, or in the announcement of the prizes. Sponsor reserves the right, at its sole discretion, to disqualify any individual it determines to be tampering with the entry mechanism, to be violating these Official Rules or to be acting in a disruptive manner.

Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

5. **PRIZES:** One (1) grand prize winner ("**Grand Prize Winner**") will receive a trip for Grand Prize Winner and one (1) guest of his/her choosing ("**Guest**") to attend the professional Championship Football game on February 2, 2020 in Miami, Florida ("**Grand Prize**"). Grand Prize includes two (2) tickets to the game (specific seat location determined by Sponsor in its sole discretion) and \$1,000.00 for travel and lodging

expenses awarded as a check made payable in Grand Prize Winner's name). There is one (1) Grand Prize available in this Sweepstakes.

All travel arrangements and lodging arrangements must be made by Grand Prize Winner. Any meals, ground transportation incurred by Grand Prize Winner and his/her Guest will be the sole responsibility of the Grand Prize Winner and his/her Guest. The Grand Prize Winner and his/her Guest must be willing and legally able to travel to the selected Grand Prize destination and are each solely responsible for obtaining any desired or necessary travel documents (including valid government-issued photo identification). Sponsor will not obtain or provide travel insurance or any other form of insurance for any part of the Grand Prize.

Sponsor bears no responsibility if any event, element or detail of the Grand Prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of the Grand Prize become unavailable, the Sponsor shall have no obligation to the Grand Prize Winner aside from providing the remaining portion of the Grand Prize, minus any unavailable event, element or detail. Tickets are awarded pursuant to a revocable, nontransferable license that is personal to the Grand Prize Winner and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated, or otherwise conveyed. A violation of these restrictions shall revoke Grand Prize Winner's license, and may result in the Grand Prize not being honored. Sponsor reserves the right to remove or to deny entry to any Grand Prize Winner and/or Guest if such Grand Prize Winner and/or Guest violates the previous restrictions or engages in a disruptive manner, or with intent to abuse, threaten or harass any other person.

The approximate retail value ("ARV") of the Grand Prize is \$11,000.00.

Forty Two (42) total weekly winners ("**Weekly Winners**") will receive a Jose Ole Branded Tailgating Pack which will consist of a cooler and Jose Ole branded merchandise. ("**Weekly Prizes**"). The ARV of the Weekly Prize is \$100.00. Limit of one (1) Weekly Prize per person. An entrant may win the Grand Prize and one Weekly Prize.

The total ARV of all prizes available in this Sweepstakes is \$15,200.00.

Grand Prize winner must be 18 years of age or older. No substitution or cash equivalent of prize is permitted except at Sponsor's sole discretion. Grand Prize Winner is responsible for any and all federal, state and local taxes or assessments, as well as any forms as may be required by said taxing authorities (e.g., IRS Form W-9). Any person winning over \$600.00 in prizes will receive an IRS Form 1099 Miscellaneous from Sponsor for the calendar year in which any prize is awarded. Odds of winning depend on the number of eligible entries received.

6. WINNER SELECTION

One (1) potential Grand Prize Winner and forty two (42) Weekly Winners will be determined through random computer generation methodology. Odds of winning depend on the number of eligible entries received during Entry Period.

Weekly winners will be selected in random drawings from all eligible entries in each Entry Period on the Drawing Dates listed:

Entry Period	Start Date (at 12:00 AM ET)	End Date (at 11:59:59 PM ET)	Drawing Date	Prize
1	8/12/19	8/18/19	8/21/19	6 Tailgate Packs
2	8/19/19	8/25/19	8/28/19	6 Tailgate Packs
3	8/26/19	9/1/19	9/4/19	6 Tailgate Packs
4	9/2/19	9/8/19	9/11/19	6 Tailgate Packs
5	9/9/19	9/15/19	9/18/19	6 Tailgate Packs
6	9/16/19	9/22/19	9/25/19	6 Tailgate Packs
7	9/23/19	9/30/19	10/3/19	6 Tailgate Packs

Potential Grand Prize winner will be chosen in a random drawing from all eligible entries received on or before October 10, 2019. Winners will be drawn by an independent judging organization whose decision with respect to the selection of the winner and the interpretation of these rules and regulations will be final. Winner will be notified by telephone or email. Winner will be required to sign and return an Affidavit of Eligibility, Release and Indemnification and a Publicity Release (where allowed by law) within three (3) business days. If potential winner does not reply to such notification within three (3) business days, an email notification is undeliverable after up to three (3) attempts and/or the Affidavit of Eligibility, Release and Indemnification and Publicity Release is not returned to Sponsor within specified time period, winner will be disqualified and an alternate winner will be selected at Sponsor's sole discretion. Personally identifiable information received will be used only to verify eligibility and award prizes. The Guest must be at least eighteen (18) years of age or be the minor child or legal ward of the Grand Prize Winner. The Guest (or if a minor, the Guest's parent or legal guardian on the Guest's behalf) will be required to execute and return a Liability & Publicity Release.

In the event of dispute concerning the identity of an entrant, the Entry will be deemed submitted by the natural person who is the authorized holder of the email account. Sponsor and its agencies are not responsible for notifications that are misdirected because of email addresses that are no longer correct, or for any other reason beyond the control of the Sponsor. Return of any prize notification as "undeliverable" will result in disqualification. If for any reason any prize is not claimed or a winner is disqualified, the prize will be forfeited and an alternate winner will be selected from among all eligible entries received during the Entry Period.

- HOLD HARMLESS.** Sweepstakes is provided "as is". Winner and entrants agree that

the Sweepstakes Parties shall not be responsible or liable for, and each winner and entrant agrees to release and hold harmless the Sweepstakes Parties from losses, damages, or injuries of any kind to person, including personal injury or death, or property resulting from participating in the Sweepstakes or Sweepstakes-related activity, including, but not limited to, the acceptance/possession and/or use or misuse of any prize or any injury or damage to entrant's or third person's property related to or resulting from any prize or any part of the Sweepstakes. By participating in the Sweepstakes, entrants agree that the Sweepstakes Parties will have no liability whatsoever for, and that entrant shall hold the Sweepstakes Parties harmless against, any liability for any claims based on publicity rights, defamation, or invasion of privacy as well as injuries, damages, or losses of any kind, whether or not foreseeable, including, without limitation, direct, indirect, incidental, consequential or punitive damages to persons or to property arising out of the prize awarded hereunder.

Without limiting the foregoing, everything regarding the Sweepstakes, including any websites used in connection therewith and any prize awarded hereunder, are provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement, all of which are expressly disclaimed by the Sweepstakes Parties.

- 8. LIMITATIONS OF LIABILITY AND RELEASE.** No liability or responsibility is assumed by Sponsor or Parties resulting from any user's participation in or attempt to participate in the Sweepstakes or ability or inability to upload information in connection with participating in the Sweepstakes. No responsibility or liability is assumed by the Sponsor or Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Sweepstakes: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any email transmissions to be sent or received; lost, late, delayed or intercepted email transmissions; inaccessibility of the Website in whole or in part for any reason; traffic congestion on the Internet or the Website; unauthorized human or non-human intervention of the operation of the Sweepstakes, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Sweepstakes, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Sweepstakes. Sponsor and Parties are not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Website. Use of Website is at user's own risk. Sponsor and the Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Sweepstakes, use of the Website or the download of any information from the Website. By participating in the Sweepstakes, the entrant forever releases and discharges Sponsor and Parties from any and all claims, damages or liabilities arising from or relating to such entrant's participation in the Sweepstakes. By accepting a prize in the Sweepstakes, Winner agrees that the Sponsor and Parties shall not be liable for any loss or injury resulting from participation in the Sweepstakes, acceptance or use of any prize. Sponsor and Parties are not liable in the event that any portion of the Sweepstakes is cancelled due to weather, fire, strike, acts of war or

terrorism, or any other condition beyond their control (a "Force Majeure Event").

9. **CHOICE OF LAW.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrant, Sponsor and the Indemnitees in connection with the Sweepstakes shall be governed by, and construed in accordance with, the substantive laws of the State of California, USA. All claims, judgments and awards on behalf of entrant will be limited to lesser of actual out-of-pocket costs incurred or two hundred fifty dollars. Attorneys' fees will not be awarded or available to entrant, even if entrant proves to be a prevailing party. ENTRANT ACKNOWLEDGES AND AGREES THAT HE OR SHE HEREBY WAIVES AND RELEASES ANY RIGHT TO BRING ANY DISPUTE AS A CLASS ACTION OR PARTICIPATE IN THE SAME.
10. **RULES REQUESTS/NAMES OF WINNERS.** For a copy of the Official Rules, send a self-addressed stamped envelope to: Jose Ole Game Day Sweepstakes Rules, PO Box 280267, Nashville, TN 37228 (return postage may be omitted where prohibited). Requests received after October 15, 2019 will not be honored. For a list of the winners, available after October 31, 2019, send a self-addressed stamped envelope to: Jose Ole Game Day Sweepstakes Winners List, PO Box 280267, Nashville, TN 37228 (return postage may be omitted where prohibited). Requests received after December 1, 2019 will not be honored.
11. **ADMINISTRATOR.** Sweepstakes administrator is Southern Made Services, LLC, 844 Hillwood Blvd Nashville, TN 37209.
12. **DISPUTES.** To the fullest extent permitted by law, entrant agrees that: (1) Any and all disputes, claims and causes of action brought by him/her arising out of or connected with this Contest or a Prize awarded (collectively, "Dispute") shall be resolved individually, without resort to any form of class action; (2) Any and all Disputes shall be settled in an amicable discussion between the entrant and Sponsor. If any Dispute cannot be resolved in such manner, before resorting to any other legal remedy, entrant and Sponsor shall be determined solely by arbitration in San Francisco, California before one JAMS arbitrator agreed upon by the parties. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction; (3) Any and all claims, judgments, and awards to entrant shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; (4) 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 the lesser of actual out-of-pocket expenses or two hundred fifty dollars, and any and all rights to have damages multiplied or otherwise increased.

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