

Official Rules for Ben's Beginners™ Schools Foodservice Director Sweepstakes

NO PURCHASE IS NECESSARY TO PARTICIPATE OR WIN. VALID ONLY IN THE 50 UNITED STATES & DISTRICT OF COLUMBIA. YOUR ENTRY INTO THE SWEEPSTAKES CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES. VOID WHERE PROHIBITED.

The below Official Rules apply to the Ben's Beginners™ Schools Foodservice Director Sweepstakes (hereinafter, "Sweepstakes") offered by Mars Food US, LLC ("Sponsor").

A. ELIGIBILITY

To be eligible to participate in the Sweepstakes, you must be: (i) above the age of majority in your state of residence; (ii) a Foodservice Director, Foodservice Manager, or any other foodservice employee who is working at a school with students in grades between Kindergarten and 8th grade ("Entrant"); and (iii) a legal resident of the fifty (50) United States or the District of Columbia. Employees and representatives of Sponsor, its parent, affiliate, subsidiary, advertising agencies, or any other company or individual involved with the design, production, execution, or distribution of the Sweepstakes and their immediate family members (defined as spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and persons living in the same household (whether related or not), are not eligible to participate or win. Sponsor reserves the right to verify eligibility and to adjudicate on any dispute at any time. This Sweepstakes is subject to all applicable federal, state, and local laws. Void outside the 50 United States and District of Columbia and where prohibited or restricted by law.

Employer Consent: By entering the Sweepstakes and, if applicable, accepting a prize, you warrant that your employer has full knowledge of your actions, has read these Official Rules and has consented thereto. You further warrant that your actions do not violate your employer's policies and procedures. These rules are binding on you, individually, and/or your employer. Sponsor reserves the right to verify employer consent before awarding a prize; failure to produce such consent may result in disqualification and selection of an alternate potential winner.

B. SPONSOR

Mars Food US, LLC, 1131 W Blackhawk St, Chicago, IL 60642 is the "Sponsor" of this Contest.

C. PERSONAL INFORMATION

Sponsor will be collecting personal information about you when you submit an entry into the Sweepstakes. Sponsor will use and share this personal information in order to fulfill the requirements of the Sweepstakes. By entering this Sweepstakes and agreeing to these Official Rules, you hereby consent to Sponsor using your personal information in this manner.

In addition, Sponsor will maintain the personal information that it collects in accordance with the Privacy Policy located at <http://www.mars.com/global/policies/privacy/pp-english.aspx>.

D. TERM

The Sweepstakes will launch on August 1, 2018. Entries will be accepted between 9:00 a.m. Eastern Time ("ET") on August 1, 2018 through 11:59 p.m. ET on September 30, 2018 ("Entry Period"). The winner will be selected on or about October 5, 2018. Unless otherwise noted, for all times provided in these Official Rules or in relation to the Sweepstakes, the applicable time zone shall be Eastern Time. The Sponsor's clock shall be the official time-keeping device for this Sweepstakes.

E. HOW TO PARTICIPATE

NO PURCHASE IS NECESSARY TO PARTICIPATE OR WIN.

To enter, visit the Ben's Beginners™ Foodservice website at www.marsfoodservices.com (the "Sweepstakes Site") during the Entry Period and obtain a flyer promoting the national UNCLE BEN'S Ben's Beginners Contest (the "Contest"). Then, help spread the word about the Contest by distributing the Contest Flyer to parents and students at your school. After sharing the Contest flyer, return to the Sweepstakes Site and complete the entry form. The entry form will require you to tell us how you notified parents and students about the Contest by either (1) posting a link to your school's website where you posted the Contest flyer or (2) submitting a brief message (50 words or less) about how you promoted the Contest to the parents and students at your school. You will also need to provide the requested personal details, including your first and last name, work email address, and the name and location (city, state) of the school at which you work (collectively an "Entry"). To be eligible, Sponsor must receive your Entry prior to the end of the Entry Period.

LIMIT: ONE ENTRY PER PERSON. No other entries will be considered. All Entries become the property of Sponsor. They will not be returned or acknowledged. Sponsor is not responsible for lost, late, misdirected, incomplete, illegible Entries, or for any computer-related, online, telephonic, or technical malfunctions that may occur. Proof of transmission does not constitute proof of entry into the Sweepstakes. Entries will be considered void if they are in whole or in part illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error, forged, mechanically reproduced or obtained through fraud or theft. By participating you agree to be bound by these Official Rules. Sponsor reserves the right to confirm eligibility. Entries submitted using an email address not associated with a school will not be considered. The use of automated entry devices or programs, or entries by third parties by any method of entry, are prohibited.

If a dispute arises regarding who submitted an Entry, the Entry will be deemed to be submitted by the "authorized account holder" of the email address provided at time of entry and he/she must comply with these Official Rules. "Authorized account holder" is defined as the natural person who is assigned to 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 email address.

F. PRIZE

There will be three (3) prizes awarded. Specifically, three potential winners will be selected to receive the following:

- Two potential winners will be selected to each receive a \$1000 check made out to the winner's school for use as: (i) partial payment toward registration fees and/or attendance at the 2019 Annual National Conference of the School Nutrition Association; or (ii) school cafeteria supplies. Sponsor shall not be responsible for verifying use of funds. The approximate retail value ("ARV"): \$1000 per prize.
- One potential winner will be selected to receive the \$1000 check described above and an on-site menu consultation (ARV: \$1,500) at their K-8 School located in the 50 U.S. or District of Columbia. ARV: \$2,500.

The total ARV of all prizes: \$4,500. Actual prize values may vary. The odds of winning depend on the number of eligible Entries received.

G. PRIZE TERMS

A \$1000 check will be made payable to the Entrant's school for registration and/or attendance toward the 2019 Annual National Conference of the School Nutrition Association. Sponsor will not monitor use of the funds. Fees and expenses not specifically stated above, together with the reporting and payment of all applicable taxes, fees, duties, gratuities, and/or surcharges, if any, arising out of, or resulting from, acceptance or use of any prize, are the sole responsibility of the winning Entrant's school. Any winnings associated with the Sweepstakes are separate from the Entrant's pay. Entrants should contact a tax professional for advice regarding the handling of any winnings.

Sponsor may, at its sole discretion, choose to substitute any one of the prizes described in these Official Rules for one of equal or greater value. Further, Sponsor reserves the right to expand or modify any of the prizes described above. No prize transfer, assignment or substitution by winners is permitted. All federal, state and local taxes, fees and surcharges on prizes (if any) are the sole responsibility of the winning Entrant's school. If any prize notification is returned as undeliverable, or if a potential winner fails to respond to prize notification within a reasonable period of time, as determined by Sponsor in its sole discretion, the prize shall be considered forfeited and Sponsor may select an alternate winner from all remaining eligible Entries, time permitting.

H. HOW TO WIN

Three (3) potential winners will be selected from among all Entries in a random drawing under the direction of Sponsor on or about October 5, 2018. Unless otherwise noted by Sponsor, Sponsor will notify potential winners by email. In that email, Sponsor will provide the potential winner with information on how the winning Entrant's school can collect the prize. Potential winners and a representative of winning Entrant's school will also be required to complete an affidavit of eligibility and liability release. Failure to follow the prize redemption procedures or complete any required documentation within the time provided in such notification or failure to accept the prize may result in the selection of an alternate potential winner. Unless otherwise stated in the prize notification, prizes will be fulfilled within eight (8) weeks following the notification.

I. PUBLICITY

Except where prohibited by law, by accepting any prize, winners grant to Sponsor, its parent company, affiliates, subsidiaries, and advertising agencies, the right to use each winner's likeness, photograph, name, or voice for advertising and promotional purposes in any and all media worldwide (including winners list) without additional compensation or notification. The name of the winners and their schools (including city and state) may be utilized in communications and advertising, including being posted on the web sites of the Sponsor, its parent company, affiliates, subsidiaries, and advertising agencies.

J. ABILITY TO TERMINATE

Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes. If Sponsor, in its sole discretion, determines that the Sweepstakes or any portion of the Sweepstakes is impractical, fraudulent, void, unlawful or if there are any technical or administrative malfunctions, errors or other problems that affect the structure, fairness, integrity, terms or lawful administration of the Sweepstakes, Sponsor may terminate, cancel or otherwise modify the Sweepstakes, in whole or in part.

K. LIMITATION OF LIABILITY

By participating, Entrants and winners release Sponsor, its parent company, affiliates, subsidiaries, and advertising agencies, their respective employees, agents and officers, as well as all others associated with the development and execution of the Sweepstakes ("Released

Parties”), from and against any and all liability with respect to or in any way arising from the Sweepstakes, the prizes awarded in the Sweepstakes or in any filming, use or other activities related to the prizes offered in the Sweepstakes. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to the Sweepstakes Site, or any registration, judging or winner selection.

Entrants also agree (a) to be bound by these Official Rules; and (b) that the decisions of Sponsor are final and binding on all matters relating to the Sweepstakes.

Before being declared a winner, each selected Entrant may be required to sign an affidavit and release confirming compliance with these Official Rules and acceptance of the prize as offered and (i) releasing the Released Parties from any and all liability for any loss, harm, damages, cost or expense arising out of participation in this Sweepstakes, or participating in any prize-related activity or the acceptance, use or misuse of any prize, including without limitation costs injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising there from, and (ii) granting the Released Parties the unrestricted rights, in their collective or individual discretion, to publish without any further compensation the winner’s name, hometown, likeness, photograph, statements or prize information for advertising and promotional purposes worldwide without limitation and without additional compensation, except where prohibited. The affidavit and release must be returned within the time period specified thereon or the selected Entrant will be disqualified and the prize forfeited.

L. LAWS

The Sweepstakes is governed by the laws of Illinois, without regard to the conflicts of law provisions.

All disputes, claims or demands that relate to these Official Rules will first be brought to the attention of the other party and will be resolved individually, without resort to any form of class action. The receiving party shall have sixty (60) days from the date of such notice to remedy the described breach or violation and notify the complaining party in writing of the resolution. If the dispute, claim or demand is not resolved to the satisfaction of the complainant within 60 days, the complainant may request an informal resolution conference (mediation), which if agreed to by the other party will be scheduled to occur within 21 days of the written response. Each party shall have the right to be represented at such a conference by counsel and will ensure that a decision-maker with full and complete authority to resolve the dispute attends the conference. Such conference will be in front of a third party mediator chosen by the parties. If the parties do not agree to conference or are unable to resolve a dispute after such a conference, the parties agree that exclusive jurisdiction for any dispute, claim or demand related in any way to these Official Rules will be decided by binding arbitration. All disputes between the parties, of whatsoever kind or nature arising out of these Official Rules, shall be submitted to JAMS for binding arbitration under its rules then in effect in the Chicago, Illinois, metropolitan region, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred.

M. WINNERS LIST

For winners list requests, please, send an email to bensbeginners@thefoodgroup.com with “Ben’s Beginners FSD Sweepstakes Winner Request” as the subject line. Requests must be received by 11:59 PM PT on March 31, 2019. Winners list will be sent after winners have been verified.

