#### Official Rules

# Coast Packing Co. #BeefTallowFrenchFries Tweet-to-Win Contest

(the "Contest")

Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

A VALID TWITTER ACCOUNT AND INTERNET ACCESS ARE REQUIRED TO PARTICIPATE.

EACH POTENTIAL WINNER (AND ANY MINOR'S PARENT OR LEGAL GUARDIAN FOR HIMSELF OR HERSELF AND ON BEHALF OF THE MINOR) MAY BE REQUIRED TO PARTICIPATE IN THE PRIZE FULFILLMENT PROCESS AND SIGN DOCUMENTATION, SUCH AS A RELEASE, AS MORE FULLY DETAILED BELOW, AS A CONDITION OF BEING AWARDED A PRIZE.

BY PARTICIPATING, YOU (AND ANY MINOR CONTESTANT'S PARENT OR LEGAL GUARDIAN FOR HIMSELF OR HERSELF AND ON BEHALF OF THE MINOR) AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR (DEFINED BELOW) FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES. AS MORE FULLY DETAILED BELOW, YOU AGREE THAT ALL DISPUTES ASSOCIATED WITH THIS CONTEST WILL BE DECIDED BY BINDING ARBITRATION (SEE RULE #10).

#### 1. CONTEST DESCRIPTION.

Coast Packing Co. (the "Sponsor") is offering the #BeefTallowFrenchFries Tweet-to-Win Contest in the 50 United States and District of Columbia (the "Territory"), which begins at 12:00:00 a.m. Eastern Time ("ET") on July 6, 2022, and ends at 11:59 p.m. ET on July 17, 2022 (the "Entry Period").

- ✓ In the Contest, contestants may enter for a chance to win a 1<sup>st</sup> prize: Cash Fries (Prize) (\$500 MSRP)
- ✓ 2<sup>nd</sup> prize: Gift certificate to restaurant (\$200 MSRP)
- √ 3rd prize: Ultimate French Fries Crate Fries Crate & Tub of Coast Packing beef tallow (\$100 MSRP)

To enter, follow us on twitter @coastpackingco, post a single tweet in English on the Twitter platform during the Entry Period proclaiming where you like to consume French fries fried in beef tallow ("the Proclamation") and tag @CoastPackingCo and include the hashtag #BeefTallowFrenchFries (together the "Required Tags"). Entries must be accompanied by a photo, as described in Section 3. Eligible entries will be judged using the criteria below in Rule #4. Find complete instructions on how to participate in Rule #3, below. There is a limit of one entry per person during the Entry Period. Void where prohibited. The Contest is governed by these Official Rules.

### 2. WHO IS ELIGIBLE TO ENTER/WIN.

The Contest is open only to individuals who are residents of the fifty (50) United States or District of Columbia and who are thirteen (13) years of age or older at the time of participation. (Any eligible individual who is eighteen or older, but younger than the age of majority in his or her jurisdiction of residence, is referred to in these Official Rules as a "Minor.") Persons in any of the following categories

are NOT eligible to participate in the Contest: any person who on or after October 1, 2021, was or is (a) a director, officer, employee, agent of Coast Packing Co., or a subsidiary, affiliated company or service agency; (b) a director, officer, employee, agent or independent contractor of any entity engaged in the development, production or distribution of Contest materials or of any entities retained by Sponsor or its agencies to assist in any way with the administration or advertisement of the Contest; (c) an immediate family member (defined as spouse, IRS dependent, or biological, foster, in-law, adoptive or step- mother, father, sister, brother, daughter or son) of, or anyone who resides in the same household as, any person in any of the preceding categories. Each individual person who meets the eligibility requirements in this Rule #2 and enters or attempts to enter this Contest is referred to in these Official Rules as a "Contestant." Contestant, and their parent or legal guardian if the Contestant is an eligible Minor, unconditionally accepts and agrees to comply with and abide by these Official Rules.

#### 3. HOW TO PARTICIPATE.

## A. Entry Submission:

To participate, a Contestant must create an original tweet, written in the English language, proclaiming their desire to eat French fries fried in beef tallow for posting in a single tweet on the Twitter platform (taking into account the Required Tags that must also fit in the single entry tweet) (each an "Entry"). The Entry must comply with all Entry Parameters (See Rule #3.B. and #3.C.) as well as Twitter's character limits, as well as the Twitter Terms of Service and the Twitter Rules found at www.twitter.com. Then, to submit an Entry, Contestant must tweet the Entry during the Entry Period, along with the Required Tags (@CoastPackingCo and #BeefTallowFrenchFries), all in a single tweet. (You must post from your personal Twitter account. It must be a public account and cannot be a shared, corporate or organization account). Your Entry must be posted on the Twitter platform during the Entry Period and remain publicly visible on your account until at least August 8, 2022, in order to remain eligible. If your Entry tweet meets the requirements described in these Official Rules, your Entry will be judged by Coast Packing Co. staff per the criteria stated below in Rule #4.

You may be charged by your wireless carrier for submitting your Entry via mobile device. Be sure to check your wireless carrier's pricing plan before entering via mobile device.

#### B. Entry Parameters:

An Entry (i) cannot be sexually explicit or suggestive, unnecessarily violent or derogatory, and cannot promote alcohol, drugs (illegal or otherwise), tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (ii) must be the original and sole creation of the Contestant (except for the Required Tags); (iii) cannot be obscene or offensive, or endorse any form of hate or hate group; (iv) cannot defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies; (v) cannot communicate messages or images inconsistent with the positive images and/or goodwill with which Sponsor wishes to associate; (vi) must not have been submitted in any other competition; (vii) must not have been published in any other medium/forum; (viii) must not infringe upon any third party's rights, including but not limited to, copyright, patent or trademarks/tradenames/logos, or rights of privacy or publicity, or contain material that is or may be

considered defamatory, slanderous or libelous, or portray or depict any person, product or entity in a false light; (ix) must not violate any law, rule or regulation; (x) must not contain any virus, bugs, or other deleterious material; and (xi) must not, for example, without limitation, contain, profanity, nudity, defamatory statements, words or symbols widely considered offensive to individuals of any certain race, ethnicity, religious, sexual orientation or socioeconomic groups, threats to any person, place, business, group or world peace. Each Contestant warrants and represents that his/her Entry complies with all of those conditions and is not inconsistent with Sponsor's brand image as solely determined by Sponsor.

Any non-complying Entry with any of the above will be subject to disqualification. Further, Sponsor may disqualify any Entry which it deems, in its sole opinion, to be inappropriate for publication.

## C. Contest Uses and Intellectual Property Rights:

By entering, each Contestant grants permission for the use of his/her Entry, in whole or in part, and his/her name, and the likeness of any person depicted in the Entry to be posted on the Internet and/or any website in connection with this Contest, and in the advertising, promotion, and publicity of the Contest, and commercial uses, and otherwise, as stated in these Official Rules (as solely determined by Sponsor); and each Contestant warrants and represents that he/she has all right and authority to grant such permission. Notwithstanding anything to the contrary, however, there is no obligation of the Sponsor or any other person or entity to post or make any use of any Entry. Contestant acknowledges that he/she has no rights whatsoever in or to Coast Packing Co.'s intellectual property, such as but not limited to Coast Packing Co. logos, trademarks, and servicemarks. CONTESTANTS ARE NOT REQUIRED TO "FOLLOW" COAST PACKING CO. ON TWITTER IN ORDER TO ENTER, BUT MAY NOT BE ABLE TO RECEIVE SPONSOR COMMUNICATIONS IF THEY DO NOT FOLLOW COAST PACKING CO.'S ACCOUNTS AND MAY BE ASKED TO DO SO AS PART OF THE WINNER VERIFICATION PROCESS IN ORDER FOR THE SPONSOR TO COMMUNICATE WITH THE CONTESTANT PRIVATELY TO AWARD THE PRIZE. Your Entry must include only the Proclamation and the Required Tags as described above and must otherwise comply with these Official Rules.

LIMIT ONE (1) ENTRY PER PERSON AND PER TWITTER ACCOUNT. Any subsequent Entry(s) will be disqualified and any person submitting purported Entries in excess of the above-stated limit may be disqualified in Sponsor's sole discretion. A Twitter account can only be used by one (1) person to participate in the Contest; the use of multiple Twitter accounts to enter more than the stated limit is specifically prohibited and may cause disqualification in Sponsor's sole discretion. Use of any robotic, automatic, macro, programmed or third-party entry method is prohibited and Sponsor may, in its discretion, void all such entries by such methods, and disqualify any Contestant using such methods. Any waiver of any obligation, requirement or restriction hereunder by Sponsor does not constitute a general waiver of any obligation to Contestants.

ENTRIES REPRESENT SOLELY THE VIEWS/OPINIONS OF THE APPLICABLE CONTESTANT AND DO NOT REFLECT THE VIEWS/OPINIONS OF THE CONTEST ENTITIES (defined below) IN ANY MANNER. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to Contestants.

NO PURCHASE NECESSARY. Contest open to legal residents of the USA, 13+. Entries accepted July 6, 2022 through July 17, 2022. Winner will be announced on August 8, 2022.

Tweet must recognize the restaurant where you desire to eat French fries fried in beef tallow and include the hashtag #BeefTallowFrenchFries and tag @CoastPackingCo. and be accompanied by a photo of the fries and/or establishment.

Tweets and photos will be judged on creativity and humor. Only one entry per person. Please read the rules before entering.

#### 4. CONTEST WINNER DETERMINATION.

Judging will take place between July 17, 2022 and August 8, 2022. All Entries received will be reviewed to determine if they comply with Entry Parameters, and members of Coast Packing Co. will judge each compliant Entry to determine the finalists based on the following criteria: (i) creativity -40%; (ii) the proclamation of desire for French fries fried in beef tallow -30%; and (iii) humor (how witty and comedic is the Entry) -30%.

## 5. PRIZE/ARV.

The 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> place winners will, subject to verification, receive the prizes enumerated below. Contestants may enter for a chance to win 1<sup>st</sup> prize: *Cash Fries* (Prize) (\$500 MSRP); 2<sup>nd</sup> prize: Gift certificate to restaurant (\$200 MSRP); and 3rd prize: <u>Ultimate French Fries Crate Fries Crate</u> & Tub of Coast Packing beef tallow (\$100 MSRP).

Any and all costs, fees and expenses not expressly stated in the prize description are the sole responsibility of the prize winner. Any difference between the approximate retail value and the actual value will not be awarded and any difference will not be refunded. No insurance is provided as part of the prize.

### 6. WINNER NOTIFICATION.

Sponsor will notify the potential winner on or around August 8, 2022, as follows:

- (a) If the potential winner is a follower of Sponsor's official Twitter account (@CoastPackingCo), he/she will be notified via a direct message to their Twitter account, and they must respond to the private message from Sponsor within twenty-four (24) hours or Prize will be forfeited.
- (b) If the potential winner is not already a Coast Packing Co. follower or if they do not allow direct messages, he/she will be asked via a public message from Sponsor on or about August 8, 2022, to follow the Sponsor's official Twitter account at @CoastPackingCo in order to receive a direct message from Sponsor and be verified as a winner. The potential winner then must follow the @CoastPackingCo account within twenty-four (24) hours or their Prize will be forfeited and an alternate winner may be selected.

Once any potential winner is notified by Sponsor, they must respond within twenty-four (24) hours to that notification and then follow instructions from Sponsor to complete any prize claim documents ("Prize Claim Documents") in the time noted and return the Prize Claim Documents to Sponsor or forfeit the Prize. (If the potential winner is a Minor, his/her parent or legal guardian will also need to execute the Prize Claim Documents on his/her own behalf and on behalf of the Minor.) After successful completion of prize claim procedure, winner will receive additional information regarding receipt of

their prize. IT IS THE SOLE RESPONSIBILITY OF EACH CONTESTANT TO ENSURE THAT THEIR PRIVACY SETTINGS ALLOW FOR SPONSOR TO CONTACT THEM VIA DIRECT MESSAGE, INCLUDING FOLLOWING SPONSOR'S OFFICIAL TWITTER ACCOUNT @COASTPACKINGCO UPON REQUEST VIA PUBLIC TWEET. SPONSOR RESERVES THE RIGHT TO DISQUALIFY, AND NOT AWARD THE PRIZE TO, ANY PERSON WHO DOES NOT COMPLY WITH THE FOREGOING. In the event a potential winner does not respond in the time noted by the Sponsor, that potential winner will be disqualified, forfeit the prize, and the Sponsor will notify the Contestant who submitted the Entry with the next highest score as the alternate winner. If necessary, the Sponsor will contact up to three (3) alternate winners in order to award the prize, time permitting, after which the prize may go unawarded.

#### 7. PRIZE RESTRICTIONS/ENTRY CONDITIONS.

All expenses, fees and charges associated with prize acceptance and use and not specified above as being part of the prize are solely the responsibility of the prize winner (or their parent or legal guardian if potential winner is an eligible Minor). If won by an eligible Minor, prize(s) may be awarded in the name of or to such Minor's parent or legal guardian in Sponsor's sole discretion. If the potential winner is unable to accept a prize as stated, the prize may be forfeited in its entirety and awarded to the Contestant who submitted the Entry with the next highest score, and who completes the claim process identified in these Official Rules. Prizes are non-assignable, non-transferable and will be deemed void if sold, transferred, auctioned or assigned to any third person or entity. A prize can only be transferred if approved by Sponsor (which approval can be withheld for any reason whatsoever). An unclaimed prize will not be awarded.

Entry Conditions: Each Contestant acknowledges and agrees that the decisions of Sponsor and/or Judges shall be final, binding and conclusive in all matters relating to the Contest. Any person attempting to forge Prize Claim Documents or defraud Sponsor or any of the Contest Entities (defined below) in any way in connection with this Contest may be prosecuted to the fullest extent permitted under the law. In the event of a dispute concerning the identity of a Contestant, the Contestant will be declared to be the registered account holder of the email address associated with the Twitter account from which the disputed Entry was submitted, but only if that person meets all other eligibility criteria. Otherwise, the Entry may be disqualified and any potential prize won will be forfeited in Sponsor's sole discretion. A registered 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 (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the applicable email address. Winner may be required to show proof of being the registered account holder.

#### 8. GENERAL RELEASE AND CONDITIONS OF PARTICIPATION.

Contestants assume all risk of loss, damage, destruction, delay and misdirection of Prize Claim Documents and are advised to obtain insurance where appropriate. Sponsor, subsidiaries, affiliates, website developer, digital/advertising/promotion agencies, and all of their respective shareholders, officers, directors, agents, representatives and employees (individually and collectively "Contest Entities") are not responsible for: (a) Entries that are incomplete, misdirected, late, lost, garbled,

unintelligible, damaged, stolen, or non-delivered, whether caused by Contestants, wireless carriers, Social Media, Internet Service Providers ("ISP") or unauthorized human intervention; (b) any damage to a Contestant's or other person's computer system or digital device which is caused or occasioned by participating in the Contest or claiming a Contest Prize; (c) technical difficulties or failures of any kind including, but not limited to lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet, digital device or wireless carriers, websites or other connection, availability or accessibility problems arising in connection with or over the course of the Contest;

(d) miscommunications, failed, jumbled, scrambled, delayed, dropped, interrupted, lost, non-delivered or misdirected computer, telephone, digital device, email, mobile or cable transmissions or hardware, software, program or programming malfunctions, failures or difficulties of any kind including, but not limited to: malfunctions, interruptions or disconnections in transmissions or connections, phone lines, network hardware or software, computers, equipment, programming errors, cable, satellite, cellular tower, or ISP or wireless carriers; (e) any technical malfunctions, failures or difficulties, printing errors, clerical, typographical or other errors in these Official Rules, any Contest advertisement or other materials or any Prize Claim Documents; (f) any errors or failures of any kind, whether human, mechanical, clerical, electronic, interruption of power, digital, mobile or technical in nature, or unauthorized human intervention; (g) any incorrect or inaccurate information, whether caused by tampering or hacking, or by any equipment or programming associated with or utilized in the Contest including, without limitation, Entries that are submitted by automated computer programs or other illegitimate means; or (h) the incorrect or inaccurate capture of information or the failure to capture, or loss of any information (including as a result of any filtering or other action by the Twitter platform's functionality which prevents Sponsor from accessing Entries). Prize Claim Documents submitted become the sole property of Sponsor and will not be returned. By participating in the Contest, and to the fullest extent permitted by applicable law, each Contestant (and, if Contestant is a Minor, such Minor's parent/legal guardian) hereby releases and agrees to indemnify and hold the Contest Entities harmless from and against any and all costs, injuries, losses or damages of any kind including, without limitation, property damage, death and bodily injury (whether due to negligence or otherwise), due in whole or in part, directly or indirectly, to participation in the Contest or any Contest-related activity or the receipt, use or misuse of any prize. Contestants waive the right to assert as a cost of winning any prize, all costs of verification and redemption or travel to claim said prize, and any liability and publicity which might arise from claiming or seeking to claim said prize. By participating in the Contest, the winner hereby agrees and grants Sponsor the right, but not the obligation, to the use of his or her name, voice and likeness, along with his or her address (city and state) and any statements made by or attributed to such winner in any and all media, now known or hereafter devised, without notice, review or approval, in perpetuity and throughout the world for advertising, commercial and promotional purposes in connection with the Contest and other promotions without further compensation (except where prohibited by law), and releases the Contest Entities from any liability with respect thereto. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATIONS OF THE CONTEST MAY VIOLATE CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY CONTESTANT MAKING SUCH ATTEMPT AND MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

Contest Entities and each of their respective parents, subsidiaries, affiliates and franchisees are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in Contestant's email account, voicemail inbox, or Twitter account to receive messages. Contest Entities and each of their respective parents, subsidiaries, affiliates and franchisees are not responsible, and may disqualify a Contestant, if Contestant's Twitter account, email address, telephone, or other contact information does not work or is changed without Contestant giving prior written notice to Sponsor.

#### 9. MISCELLANEOUS.

#### A. Disqualification:

It is the Contestant's sole responsibility to ensure that they have complied in full with all conditions and requirements contained in these Official Rules. If any potential winner is found to be ineligible, or if they have not complied with these Official Rules, or declines a prize for any reason prior to award, such potential winner will be disqualified and the prize forfeited. No mechanically reproduced, illegible, incomplete, forged, software-generated, third party, or other automated or robotic Entry, in whole or in part, will be accepted. Entries made by any individual or any entity other than the Contestant and/or originating by any other mechanism, including but not limited to commercial contest/contest subscription notification and/or entering services, will be declared invalid and disqualified from this Contest. Sponsor reserves the right in its sole discretion to disqualify any individual who is found: to be tampering with the Entry process or the operation of the Contest; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person. The Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law.

### B. Force Majeure/Printing and Production Errors:

Sponsor reserves the right, without prior notice and at any time, to terminate the Contest, in whole or in part, or modify, suspend or extend the Contest or Contest materials, in any way, if it determines in its sole discretion that any Contest materials and/or Prize Claim Documents reflect printing, production or other errors, or if it determines, in its sole discretion, that the Contest is impaired or corrupted or that fraud or technical problems, failures, malfunctions or errors (including, without limitation, viruses or other deleterious programs or materials, glitches or printing or production errors) have destroyed or severely undermined the proper Entry, integrity and/or feasibility of the Contest. In the event Sponsor is prevented from continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made health epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state or local government law, order or regulation, public health crisis, order of any court or jurisdiction or other cause not reasonably within Sponsor's control, then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend or terminate the Contest. Only the one (1) prize described in these Official Rules will be awarded.

### C. Invalidity:

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Headings and captions are used in these Official Rules solely for ease of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof. These Official Rules cannot be modified or amended in any way except in writing by a duly authorized representative of Sponsor.

## D. Governing Law:

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations between Contestant and the Contest Entities in connection with the Contest shall be governed by and construed in accordance with the internal laws of the State of California including procedural provisions, without giving effect to any choice of law or conflict of law, rules or provisions that would cause the application of any other state's or jurisdiction's laws.

#### E. Privacy:

Except as otherwise contemplated in these Official Rules, Contestants' contact information collected by Sponsor in connection with the Contest will be used by Sponsor in accordance with the Coast Packing Co. Privacy Policy found on the Coast Packing Co. Website at <a href="http://coastpacking.com/beeftallowfrenchfries">http://coastpacking.com/beeftallowfrenchfries</a>.

# 10. OFFICIAL RULES.

These Official Rules can be found at [WEBSITE] or, to receive a copy of the Official Rules, mail a self-addressed stamped envelope ("SASE") to: Coast Packing Co. #BeefTallowFrenchFries Tweet-to-Win Contest Official Rules Request, 3275 E. Vernon Ave., Vernon, CA 90058. All requests must be received by August 13, 2022. Limit one (1) request per outer envelope.

#### 11. WINNERS LIST.

To find out who won, mail a #10 to SASE Coast Packing Co. #BeefTallowFrenchFries Tweet -to-Win Contest Official Rules Request, 3275 E. Vernon Ave., Vernon, CA 90058. All requests must be received by August 15, 2022. Limit one (1) request per outer envelope. The list will be available when the Contest is officially over and the Prize has been awarded.

# 12. SPONSOR.

Coast Packing Co., 3275 E. Vernon Ave., Vernon CA 90058.

This promotion is sponsored only by Coast Packing Co. This Contest is in no way sponsored, endorsed or administered by, or associated with, Twitter. Contestants understand that any information provided directly to Sponsor is being provided to Sponsor and not to Twitter. The information provided to Sponsor by Contestants will only be used for the administration of this Contest and in accordance with Sponsor's privacy policy. Twitter is completely released of all liability by each Contestant in this Contest. Any questions, comments or complaints regarding this Contest must be directed to Sponsor and not to Twitter.