

## **Meals & Memories Contest ("Contest")**

### **OFFICIAL RULES ("Rules")**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU MUST HAVE INTERNET ACCESS, A VALID E-MAIL ADDRESS AND AN INSTAGRAM OR FACEBOOK ACCOUNT TO PARTICIPATE.**

This Contest is in no way sponsored, endorsed, or administered by Instagram or Facebook. Instagram and Facebook are completely released of all liability by each entrant in this Contest.

1. **SPONSOR:** The Pastene Companies, Ltd. ("**Pastene**" or "**Sponsor**"), 330 Turnpike St, Canton, MA 02021, USA.
2. **ADMINISTRATOR:** Probability, LLC. ("**Administrator**"), 2 Woodstock Meadows Ln, Woodstock, NY 12498, USA.
3. **ELIGIBILITY:** The Contest is open only to legal residents of the 50 United States or Washington, D.C., and Canada, who are at least eighteen (18) years of age (or age of majority in their state/province/territory of residence, whichever is older). Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six (6) months, performed services for Sponsor, Administrator, any organizations responsible for sponsoring, fulfilling, administering, advertising, or promoting the Contest and/or their respective parent, subsidiary, affiliated, and successor companies (collectively, the "**Promotion Entities**"), and immediate family and household members of such individuals, are not eligible to enter. "**Immediate family members**" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. "**Household members**" shall mean people who share the same residence at least three (3) months a year, whether related or not. Void where prohibited or restricted by law.
4. **CONTEST SCHEDULE:** The Contest begins at 9:00 AM Eastern Time ("**ET**") on July 11, 2021 and ends at 11:59 PM ET on August 1, 2021 ("**Contest Period**"), during which time all entries must be received. Administrator's computer is the official time keeping device for this Contest. The awarding of Prizes (as defined in Rule 9 below) is subject to the eligibility and forfeiture provisions set forth herein.
5. **CONTEST ENTRY:** There are two (2) ways to enter the Contest: (a) via Instagram; and (b) via Facebook.

#### **(a) Entry via Instagram:**

You'll first need to become a registered user of [www.Instagram.com](http://www.Instagram.com) ("**Instagram**") or log into your Instagram account. If you do not have an account, go to [www.Instagram.com](http://www.Instagram.com) or download the Instagram app on a compatible device from the iTunes App Store or Google Play and create an Instagram account according to the instructions on the website/app. Instagram accounts are free. By submitting your information and creating an Instagram account, you agree to the Instagram Terms of Use and Privacy Notice. If you do not agree to such Terms of Use and Privacy Notice, you cannot create an Instagram account, or participate in this Contest. Additionally, to enter via Instagram, your account must be set

to public. Additionally, you must also follow either Pastene USA (@pasteneusa) or Pastene Canada (@pastenecanada) (based on your country of residence) on Instagram, if you do not do so already.

To enter, you must first photograph one of your home-made meals, inspired by Pastene product(s) (the "**Photo**"). Your Photo must comply with each of the Submission Requirements detailed in Rule 6 below. Once you have created your Photo, you may enter the Contest by posting your Photo to Instagram (a "**Post**"). Your Post to Instagram **MUST** contain the following elements:

- (i) one (1) photograph of your home-made meal, inspired by Pastene product(s);
- (ii) answer the question "How does Pastene inspire you to create memories with your friends and family?" (the "**Question**");
- (iii) mention either Pastene USA (@pasteneusa) and Pastene Canada (@pastenecanada) (based on your country of residence); and
- (iv) the hashtag "#MyPasteneContest" in the caption (the "**Contest Hashtag**"). Hashtag is not case-sensitive. Hashtag must be included as part of your Post in order to be eligible.

Your Post that includes (a) a Photo, (b) an answer to the Question; (c) the Contest Hashtag (#MyPasteneContest) and (d) mentions Pastene (either @PasteneUSA and @PasteneCanada as applicable) will constitute an entry ("**Entry**") into this Contest. Each eligible entry submitted during the Contest Period shall be referred to collectively as the "**Entries**" and individually as an "**Entry**."

**Partial or incomplete/piecemeal submissions will NOT BE ACCEPTED** (e.g., (i) posting a Photo with an answer to the Question, and Pastene mention but not the Contest Hashtag; (ii) posting a Photo with the Pastene mention and Contest Hashtag, but not an answer to the Question; and (iii) posting an image with the Pastene mention, answer to the Question and Contest Hashtag in your Post but your Photo is not a home-made meal inspired by Pastene product[s]).

Do NOT include any comment/content other than the mention of Pastene (@PasteneUSA or @PasteneCanada as applicable), the hashtag "#MyPasteneContest," and a response to the Question in your Post caption. Posts containing content other than a Photo, the Pastene mentions and the hashtag "MyPasteneContest" may be disqualified. Any Post that violates the Content Guidelines (as outlined in Rule 6 below), including but not limited to the inclusion of inappropriate content, will result in the disqualification of that Entry.

BY POSTING TO INSTAGRAM WITH THE HASHTAG #MYPASTENECONTEST, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTOOD AND FULLY AGREE TO THESE OFFICIAL RULES. DO NOT SUBMIT A POST WITHOUT FIRST REVIEWING THESE OFFICIAL RULES.

**(b) Entry via Facebook:**

You'll first need to become a registered user of [www.facebook.com](http://www.facebook.com) ("Facebook") or log into your Facebook account. If you do not have an account, go to [www.facebook.com](http://www.facebook.com) or download the Facebook app on a compatible device from the iTunes App Store or Google Play and create a Facebook account according to the instructions on the website/app. Creating a Facebook account is free. Please note that you must agree to comply with the Facebook Terms of Service in order to create a Facebook account. If you do not agree to such Terms of Service you cannot create a Facebook account, or participate in this Contest. Additionally, to enter via Facebook you must also follow either Pastene USA ([www.facebook.com/pasteneusa/](http://www.facebook.com/pasteneusa/)) or Pastene Canada ([www.facebook.com/pastenecanada/](http://www.facebook.com/pastenecanada/)) (based on your country of residence) on Facebook, if you do not do so already.

During the Contest Period, Sponsor will post one (1) or more posts (each a "Contest Post" collectively "Contest Posts" on its Facebook page(s) ([www.facebook.com/pasteneusa](http://www.facebook.com/pasteneusa) and/or [www.facebook.com/pastenecanada](http://www.facebook.com/pastenecanada)).

To enter the Contest, Comment on the Contest Post with the Photo you have created (as defined above). Your Photo must comply with each of the Submission Requirements detailed in Rule 6 below. Your Comment on the Contest Post **MUST** contain the following elements:

- (i) one (1) photograph of your home-made meal, inspired by Pastene product(s);
- (ii) answer to the Question ("How does Pastene inspire you to create memories with your friends and family?"); and
- (iii) the Contest Hashtag (#MyPasteneContest). Hashtag is not case-sensitive. Hashtag must be included as part of your Post in order to be eligible.

Your Comment on the Contest Post that includes (a) a Photo, (b) answer to the Question, and (c) the Contest Hashtag (#MyPasteneContest) will constitute an Entry into this Contest.

**Partial or incomplete/piecemeal submissions will NOT BE ACCEPTED** (e.g., (i) posting a Photo with an answer to the Question, but not the Contest Hashtag; (ii) posting a Photo with the Contest Hashtag, but not an answer to the Question; and (iii) posting an image with an answer to the Question and Contest Hashtag in your Comment but your Photo is not a home-made meal inspired by Pastene product[s]).

Do NOT include any comment/content other than the hashtag "#MyPasteneContest," and a response to the Question in your Comment. Comments containing content other than a Photo, a response to the Question, and the hashtag "MyPasteneContest" may be disqualified. Any Comment that violates the Content Guidelines (as outlined in Rule 6 below), including but not limited to the inclusion of inappropriate content, will result in the disqualification of that Entry.

BY COMMENTING ON FACEBOOK WITH THE HASHTAG #MYPASTENECONTEST, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTOOD AND FULLY AGREE

TO THESE OFFICIAL RULES. DO NOT SUBMIT A COMMENT WITHOUT FIRST REVIEWING THESE OFFICIAL RULES.

**FOR ALL ENTRIES:**

**LIMIT ONE (1) ENTRY PER PERSON DURING THE CONTEST PERIOD REGARDLESS OF METHOD OF ENTRY.** You may only use one (1) Instagram or Facebook account to participate in the Contest. Multiple entries in excess of this limitation or mass entry attempts may result in disqualification of all entries by such person. Entry must be created for the sole purpose of this Contest and must be posted by the entrant. **Re-posts will not be accepted** (DO NOT COPY OTHERS' WORKS, IN WHOLE OR IN PART. YOU MUST OTHERWISE COMPLY WITH THE CONTENT GUIDELINES BELOW AND OTHER TERMS HEREIN). Once posted by entrant, an Entry cannot be edited, augmented or modified by entrant. Only limited use of photo-editing software is permitted. To be eligible for the Contest, Entries must be submitted in compliance with the format and other requirements set forth by Instagram or Facebook (as applicable).

If anyone other than you appears in the Photo, you must obtain their prior consent. In particular, you must make them aware that they will be included in the Photo with the understanding that you will submit the Photo as a Contest Entry. If they are considered minors in their state/province/territory of residence, the consent must be provided by their parent/legal guardian.

Do NOT include personal information (e.g., your name, e-mail address, or phone number) in the Entry itself. If the Entry contains personal information, it is your sole responsibility to remove all such personal information from the Post/Comment before uploading the Post/Comment from your Instagram or Facebook account (as applicable) for the Contest.

All Entries must comply with the Instagram and Facebook Terms of Service and Policies (as applicable) available respectively at <https://www.instagram.com> and <https://www.facebook.com>. **Important note:** If your Instagram or Facebook account (as applicable) is set to "protected mode," or "private," your updates/responses may not be visible on the Sponsor's account on Instagram/Facebook and may not thus be received and counted as an Entry in the Contest by Sponsor unless you previously consented to permit Sponsor's accounts to see your Instagram/Facebook.

If you opt to download and/or access Instagram/Facebook via your wireless mobile device, data rates may apply for each message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Contest. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions.

Entries must be manually key-stroked by the entrant. Use of automated entry devices or programs, or entries by third parties by any method of entry, are prohibited. Entries that do not conform to or that violate these Official Rules or are submitted in any manner other than stated in these Official Rules will be disqualified. Sponsor and Administrator will not be responsible for late, lost, incomplete, or misdirected entries or for technological,

network, programming, or electronic error/failure/malfunction of any kind (including the operation of the functionality of Instagram that prevents Sponsor and/or Administrator from accessing and properly viewing posted entries). Proof of submitting an Entry does not constitute proof of receipt or entry into the Contest. While receipt of Entry may be acknowledged (e.g., by Sponsor commenting on your post via Instagram or Facebook), this does not constitute any representation of eligibility for the Contest nor is it otherwise binding upon Sponsor or Administrator. All Entries must be submitted via a "post" on Instagram, or "comment" on Facebook in their entirety prior to the conclusion of the Contest Period. By entering this Contest, entrants agree to these Official Rules and the decisions of the Administrator and Sponsor, which are binding and final in all matters relating to this Contest.

By submitting an Entry, entrant gives permission (and warrants and represents that the entrant has obtained all rights necessary to give such permission and grant the license herein described, including from a third-party photographer and/or other persons depicted/referenced in the Entry, as applicable) to Sponsor and its designees. Entrant hereby grants Sponsor and its designees a royalty-free, irrevocable, perpetual, worldwide, sub-licensable, non-exclusive license ("**License**") to use entrant's photo, name, likeness, and all other information about the entrant contained in the Entry, as well as the right to use the photo, name, likeness, and all other information about any other persons depicted/referenced in the Entry (as applicable), on any media and through any means now known or hereafter devised, including without limitation, the World Wide Web, and to otherwise use entrant's photo/image, name, likeness, and all other information about entrant or other persons in the Entry, and make derivative works therefrom, and use entrant's Entry without compensation in accordance with the requirements of this Contest and the advertising, promotion, and publicity of the Contest, Sponsor and its designees' products and services, and otherwise, as stated in these Official Rules (as solely determined by Sponsor and its designees). If selected as a potential finalist (as defined in Rule 7 below), you agree to confirm this License in writing upon Sponsor's request and to timely complete, sign, and deliver any and all necessary documents, including without limitation, documents setting forth any licenses, releases, and indemnities that Sponsor in its sole discretion may require, without condition or compensation of any kind as well as, upon request of Sponsor and its designees and without compensation, to use commercially reasonable efforts to assist Sponsor and its designees in securing a similar License from other persons depicted/referenced in the Entry. If you fail to provide any of this documentation to Sponsor within the prescribed timeframe, in each instance as required by Sponsor in its sole discretion, this will result in the disqualification of your Entry and the selection of another entry as a potential winner.

**6. ENTRY REQUIREMENTS, LIMITATIONS & GUIDELINES:** In addition to complying with all other requirements of these Official Rules; each Photo/Comment and Question must comply with the following guidelines ("**Content Guidelines**"). **Any Entry that Sponsor/Administrator, in their sole discretion, determines is in violation of any Content Guideline will be disqualified from the Contest (even if Entry is not thereafter deleted by Sponsor with approval of Instagram).** Each Entry must not:

- Contain content, image(s) or material (visual or audio) that violates or infringes any third-party rights of any kind, including without limitation, any third party privacy, publicity, trade secret and/or intellectual property rights, including third party registered and/or common law copyrights and trademarks;

- Disparage Sponsor, Administrator, any other person or entity affiliated with the Contest or products, services or entities that are competitive with any of the foregoing;
- Contain brand names, trademarks or logos of any third party other than those owned by or licensed to Sponsor subject to the Photo complying with all other requirements of these Official Rules (including these Content Guidelines); entrant has a limited, non-exclusive, revocable license to use Sponsor's trademarks (as the case may be) solely and only to incorporate them in his/her Photo submitted in this Contest\*;
- Contain content, images, artwork or other creative elements not created by and original to entrant other than those belonging to Sponsor\*;
- Contain content, images or other material that is misleading, inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- Contain content, images or other material that reflects, advocates or promotes bigotry, racism, hatred, harm or exploitation of or against any class, group or individual, discrimination based on race, gender, religion, nationality, disability, sexual orientation or age, or actions or activities that are restricted, prohibited, illegal or unlawful (including without limitation, the consumption of alcohol or any other controlled substances);
- Contain content, images or other material that is unlawful or in violation of or contrary to any applicable federal or state laws or regulations;
- Have been previously submitted in a promotion of any kind, or published, posted, exhibited or displayed publicly for commercial use by any means and in any form or media.

In addition to the foregoing, the Post cannot:

- Contain executable programming of any kind, including without limitation, viruses, worms, Trojan horses, spyware, malware, time bombs, Easter eggs, cancel bots or any kind of malicious or benign computer programming whatsoever; and
- Contain encrypted content of any kind, including without limitation, encoded messages.

If an Entry cannot be viewed and/or accessed by Sponsor or Administrator for any reason whatsoever, that Entry shall be disqualified without any fault or liability of the Released Parties, as defined below.

\*Sponsor grants qualified entrant a limited, non-transferable, non-exclusive, non-sublicensable, revocable right to use their respective trademarks solely for purposes of and limited to including them in the Photos/Question submitted in this Contest; such right and license will automatically expire without further act of any party at the expiration of the Promotion Period, unless specifically extended on an individual basis by Sponsor in writing in its sole discretion. Any other use of the trademarks of Sponsor will be a violation of Sponsor's intellectual property rights in same, as applicable. Sponsor's items (including its respective trademarks) cannot be modified, adapted, or edited by entrant; the preceding only excludes modifications due to technological limitations or malfunctions.

**FOR ALL ENTRIES, THE ENTRIES REPRESENT SOLELY THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR OR ADMINISTRATOR IN ANY MANNER. SPONSOR AND**

**ADMINISTRATOR EXPRESSLY DISCLAIM ANY AND ALL LIABILITY IN CONJUNCTION WITH SUCH ENTRIES.**

7. **JUDGING (FINALIST DETERMINATION):** Ten (10) finalists will be selected from among all eligible Entries received during the Contest Period through a two-stage judging process, as described below.

First, all eligible Entries received during the Contest Period will be evaluated by a panel of judges selected by Administrator (the "**First-Round Judges**"). The scoring by the First-Round Judges will be based on the following criteria: (a) Appearance/Presentation of entrant's dish in the Photo (25%); (b) Relevance and quality of the entry (e.g., How well does entry capture the essence of the Pastene brand) (40%); and (c) Suitability for promotional purposes (35%). For this first stage of judging, the First-Round Judges will review each of the Entries (i.e., each Post) and select up to twenty-five (25) Entries with the highest scores to advance to the second round of judging (each a "**Semi-Finalist**"). (However, should the First-Round Judges select fewer than twenty-five [25] Entries as Semi-Finalists for any reason, Sponsor and Administrator shall not have any liability of any kind.)

The up to top twenty-five (25) Semi-Finalists' Entries will then be judged by another judging panel from Sponsor ("**Sponsor's Judging Panel**"), who will review each of the Semi-Finalist entry and based on the judging criteria listed above, will select up to ten (10) Entries with the highest scores (each a "**Finalist**") to advance to the Fan Vote Period. For the avoidance of doubt, the ranking of Semi-Finalists by the First-Round Judges will **NOT** be taken into account by the Sponsor's Judging Panel in their evaluation of the approximately top twenty-five (25) Semi-Finalists' Entries.

In the event of a tie, in either round of judging, the tie will be broken in favor of the Entrant with the higher/highest score in the "Relevance and quality of the entry" criterion among the tied Entrants. If there is still a tie, the tie will be broken in favor of the Entrant with the higher/highest score in the "Suitability for promotional purposes" criterion among the tied Entrants; such Entrant will then advance to the next round of judging or be deemed a potential Finalist (as applicable).

For the avoidance of doubt, if an Entry is selected as one of the Semi-Finalists but **NOT** as a Finalist, the Entrant will **NOT** receive any prize.

Entrants understand and agree that the results of the Judging are in all cases confidential and proprietary information of Sponsor and, as such, will not be disclosed.

All Judges' decisions are final and binding in all matters relating to this Contest. Each entrant acknowledges that other entrants may have created ideas and concepts that may have familiarities or similarities to his/her Entry, and agrees that he/she/they will not be entitled to any compensation or right to negotiate with the Released Parties because of these familiarities or similarities.

**Sponsor has wide access to ideas, stories, designs and other literary/artistic materials submitted to it by outside sources or being developed by its own employees and that such ideas/stories/designs/literary/artistic materials may be competitive with, similar to (or even identical to) the entry posted by a given individual and that Sponsor shall have no liability to entrant or any third party in**

**conjunction therewith; and Sponsor does not have any duty of confidentiality or other fiduciary duty to entrant relative to such entry.**

8. **FINALIST NOTIFICATION/VERIFICATION PROCESS:** On or about August 9, 2021 potential finalists will be notified by direct message by Sponsor (@PasteneUSA or @PasteneCanada on Instagram, or The Pastene Company [US] or Pastene Enterprises [Canada] on Facebook) ("**Notification**"). IT IS THE SOLE RESPONSIBILITY OF ENTRANT TO CONFIRM THAT HIS/HER/THEIR PRIVACY SETTINGS FOR INSTAGRAM/FACEBOOK ALLOW FOR SPONSOR TO NOTIFY HIM/HER/THEM VIA DIRECT MESSAGE IF HE/SHE/THEY IS (ARE) SELECTED AS A POTENTIAL WINNER. Sponsor and Administrator disclaim any liability due to direct message not being timely received (or received at all) by potential winner regardless of cause. The Notification will request that the potential Finalist e-mail the Administrator at the specified e-mail address with specific personal information (e.g., full name, phone number and Instagram handle). Failure to respond to the initial verification notice within twenty-four (24) hours after notification or return of direct message as undeliverable after two (2) attempts will result in disqualification and an alternate winner may be selected as per Rule 7 above.

Potential Finalists will be required to sign and return, within seventy-two (72) hours of transmission (or such time period as indicated thereon), a Declaration or Affidavit of Eligibility (collectively, "**Affidavit**"), Liability Release and Indemnification, a Publicity Release where allowed by law, a Grant of Rights and Release, as well as any release(s) from person(s) who appear in or were involved in the creation of the Entry (if applicable) (collectively, ("**Contest Documents**").

At the sole discretion of the Sponsor, disqualification and the selection of an alternate Finalist may result from any of the following, without limitation: **[a]** potential Finalist's failure to respond to Notification within twenty-four (24) hours after its transmission; **[b]** the return of a Notification as undeliverable after two (2) attempts; **[c]** potential Finalist's failure to execute and return the Contest Documents within seventy-two (72) hours of transmission; **[d]** potential Finalist's failure to provide Sponsor with satisfactory proof of eligibility; and **[e]** any other non-compliance with these Rules. If a potential Finalist is disqualified for any reason, there will be no prize of any kind awarded and an alternate Finalist may be selected (time permitting), i.e., the Entrant with the next highest score from the immediately preceding judging round. The process will continue until such time that at least ten (10) Finalists have been verified to participate in the voting process (time permitting). Sponsor/Administrator reserve the right to proceed to the Fan Voting Period with fewer than ten (10) Finalists in the event that there are fewer than ten (10) eligible Finalists confirmed prior to the start of the Fan Voting Period or for any other reason at the Sponsor's/Administrator's sole discretion.

In the event of a dispute as to the identity of a Finalist based on the social media handle, the associated Entry will be declared made by the authorized account holder of the e-mail address associated with the social media account used to enter the Contest, as long as such person is otherwise eligible in accordance with these Official Rules. For purposes of these Rules, "**Authorized Account Holder**" is defined as the natural person who is assigned to an e-mail address by an internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.



9. **FAN VOTING PERIOD (WINNER DETERMINATION):** Fan voting will open on or about 9:00 a.m. ET, August 16, 2021 and continue until 11:59 p.m. E.T. on August 22, 2021; i.e., the Fan Voting Period.

During the Fan Voting Period, all Finalists' Entries will be re-posted on Pastene's Instagram accounts (at both @PasteneUSA and @PasteneCanada) as well as Pastene's Facebook Pages (<https://www.facebook.com/PasteneUSA> and <https://www.facebook.com/PasteneCanada>). To vote, individuals must "like" their favorite Entry. The Finalist whose entry receives the highest number of votes (as tabulated by Contest Administrator) during the Fan Voting Period will be deemed the Grand Prize Winner, the three (3) Finalists with next highest number of votes will be deemed the First Prize Winner, and the (up to) next six (6) highest scoring Finalists will be deemed a Second Prize Winner. In the event of a tie, for Grand, and/or First Prize, the tie will be broken in the favor of the Finalist with the highest score as determined by the Sponsor's Judging Panel (as per Rule 7 above).

**Regarding Public Voting:** Any vote total posted along with a Finalist Entry is not binding upon Sponsor or Administrator in any respect and may be modified without notice or liability to corresponding Finalist of any kind. Votes must be manually key-stroked in accordance with the instructions on the Website; such instructions are made a part of these Official Rules and incorporated by reference herein. Use of automated or programmed voting methods is prohibited and any votes garnered by such means will be voided. Use of device or artifice to manipulate or compromise the integrity of the voting procedure will result in voiding of votes deemed by Sponsor/Administrator in their sole discretion to have been affected by such actions and/or disqualification of Finalist(s) whose entries benefited from such actions and/or other legal sanctions.

**LIMIT ONE (1) VOTE PER PERSON, PER FINALIST, PER PASTENE SOCIAL MEDIA ACCOUNT DURING THE FAN VOTING PERIOD. AN INSTAGRAM OR FACEBOOK ACCOUNT IS REQUIRED TO VOTE.**

10. **PRIZES AND APPROXIMATE RETAIL VALUES ("ARV"):**

**Grand Prize (One [1] Winner):** Grand Prize winner will receive \$5,000 (awarded as a cash check in winner's name) and a selection of Pastene products. Exact products to be chosen by Sponsor in its sole discretion. **Total ARV: USD \$5,039.99/CAD \$6,204.20 based on an exchange rate of USD \$1 to CAD \$1.23 as verified on June 25, 2021 from xe.com**

**First Prize (Three [3] Winners):** Each First Prize winner will receive \$750 (awarded as a cash check in winner's name) and a selection of Pastene products. Exact products to be chosen by Sponsor in its sole discretion. **Total ARV: USD \$789.99/ CAD \$971.33 based on an exchange rate of USD \$1 to CAD \$1.23 as verified on June 25, 2021 from xe.com.**

**Second Prize (six [6] Winners):** Each Second Prize winner will receive a selection of Pastene products. Exact products to be chosen by Sponsor in its sole discretion. **ARV: USD \$39.99 / CAD \$49.18 based on an exchange rate of USD \$1 to CAD \$1.23 as verified on June 25, 2021 from xe.com**

**TOTAL ARV OF ALL PRIZES: up to USD \$7,649.90 / CAD \$9,406.35 based on an exchange rate of USD \$1 to CAD \$1.23 as verified on June 25, 2021 from xe.com**

**LIMIT: ONE (1) PRIZE PER PERSON/FAMILY/HOUSEHOLD.** Prizes will only be delivered to a street address in the fifty (50) United States, Washington, D.C. or Canada. No substitution, transfer or cash redemption of prizes except with Sponsor's permission. Prize elements may be shipped separately. Any images of prizes/prize components in advertising are for illustrative purposes only and actual items awarded as prizes/prize components may differ from such images for various reasons; and Sponsor and Administrator disclaim any and all liability in conjunction therewith. If for any reason prize becomes unavailable, Sponsor may award a substitute prize of equal or greater value, subject to the approval of the Régie des alcools, des courses et des jeux for Quebec legal residents. Taxes are the sole responsibility of winner, who may receive an IRS Form 1099 (or analogous tax form for Canadian winner) reflecting the actual final retail value of the prize. Canadian winner may also be subject to foreign withholding tax on value of prize. Sponsor makes no warranty, representation, or guarantee, express or implied, in fact or in law, relative to the use of prize, including, without limitation, its quality, merchantability or fitness for a particular purpose other than any express warranty provided by Sponsor on its products which is limited to its terms.

11. **CONDITIONS AND LIMITATIONS OF LIABILITY:** By participating in this Contest, entrants agree to release and hold harmless the Promotion Entities, as well as each of their respective officers, directors, employees, agents and representatives and each of their respective successors, representatives and assigns (collectively, the "**Released Parties**") from any and all actions, claims, injury, loss, or damage arising in any manner, directly or indirectly, from participation in this Contest and/or acceptance, receipt, possession or use/misuse of any Prize (except for material injury caused by an intentional or gross fault if winner is a resident of Quebec). By entering, entrants also authorize the Sponsor and its designees to use their name, voice, likeness, photograph, Prize information (if applicable), biographical data and city and state of residence in programming, advertising and/or promotional material or on a Winners' list (if applicable) without compensation to the extent permitted by law. Sponsor is not obligated to use any of the above-mentioned information or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion, without obligation or compensation. All federal, state and local laws and regulations apply. All entries become the property of the Sponsor.

Sponsor and its agencies are not responsible for failed, partial or garbled computer transmissions, or for technical failures of any kind affecting the Contest in any manner, including but not limited to electronic malfunction or damage of any network, hardware or software. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized human intervention, fraud or technical failures, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, materials shortage, epidemic/pandemic, acts of terrorism, or other matters beyond the Sponsor and Administrator's reasonable control that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest (including entries or otherwise), Sponsor reserves the right, in its sole discretion, to disqualify any individual, whether or not the individual is a participant in the Contest, who tampers with the entry process, and to terminate, modify or suspend the Contest. In such event, Sponsor reserves the right to conduct the Contest and award the Prizes, in a manner

which is fair, appropriate and consistent with these Official Rules, as determined by Sponsor in its sole discretion. Notice of termination/modification/suspension of Contest will be posted on Pastene's Instagram and Facebook accounts. The Released Parties are not responsible for typographical or other errors in the offer or administration of this Contest, including but not limited to: human errors, errors in the advertising, Rules, selection and announcement of the Winners and distribution of the Prizes. No responsibility is assumed for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or loss, destruction or unauthorized access to, or alteration of, entries; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or electronic entry or participation to be received on account of technical problems or traffic congestion on the Internet or at any website/platform, or any combination thereof, including any injury or damage to any person's computer or mobile device related to or resulting from participation in or downloading any materials from this Contest. Failure of Sponsor or Administrator to enforce any provision of these Official Rules shall not constitute the waiver of such provision.

Persons entering the Contest further agree not to knowingly damage or cause interruption of the Contest and/or prevent others from participating in the Contest.

CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE, WEBSITE OR PLATFORM OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY PERSON, WHETHER OR NOT THE INDIVIDUAL IS A PARTICIPANT IN THE CONTEST, MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

- 12. Disputes; Arbitration/Choice Of Law:** Except where prohibited, entrants agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or the awarding of prizes/determination of prize winners, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules of JAMS, then effective (notwithstanding the foregoing, entrant shall not be precluded from seeking relief in small claims court for disputes/claims within the scope of the jurisdiction of small claims court and any remedies available to entrant under applicable federal, state or local law remain available to entrant and are not waived pursuant to this section); (b) 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 (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, indirect, 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 and any and all rights to injunctive relief. The arbitrator hearing such dispute/claim/cause of action shall be neutral and the entrant will have a reasonable opportunity to participate in the selection of the arbitrator. Such arbitration will take place at a location near the entrant's residence and the entrant has the right to an in-person hearing in the arbitration proceeding, if desired. The arbitration will allow for the discovery and/or exchange of non-privileged information between entrant and Sponsor. Should an entrant initiate arbitration pursuant to this section, the entrant shall be responsible for JAMS's fees to do so (approximately, \$250), with all other costs of such arbitration being borne solely by Sponsor. If entrant is a California resident and Sponsor is the prevailing

party in such arbitration, such entrant will not be responsible for Sponsor's costs and fees in conjunction with the arbitration proceeding; BUT, IN ALL OTHER CASES, ENTRANT WILL BE RESPONSIBLE FOR SUCH COSTS/FEEES IF REQUIRED BY THE ARBITRATOR'S RULING. For the avoidance of doubt, the requirement to arbitrate disputes pursuant to this section is reciprocal and binding both upon entrants and Sponsor. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and/or Released Parties in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York, without regard for conflicts of law doctrine of New York or any other jurisdiction and all proceedings shall take place in the City of New York, County of New York.

13. **FOR RESIDENTS OF QUÉBEC:** Any litigation respecting the conduct or organization of this publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of the prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.
14. **PRIVACY POLICY/DATA COLLECTION:** All personal information provided by you for this Contest is subject to Sponsor's privacy policy located at <https://www.pastene.com/privacy-policy> for residents of the United States, or <https://www.pastene.ca/privacy-policy/> for residents of Canada ("**Privacy Policy**").
15. **WINNERS' LIST:** For the names of the Winners, send an email to [winnerslist@probabilityworks.com](mailto:winnerslist@probabilityworks.com) with "Pastene's Meals & Memories Contest Winners" in the subject line, for receipt no later than September 30, 2021 at 12:00 pm ET.