

**Marie Callender's Pie Day Sweepstakes
Official Rules**

NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES TO THESE OFFICIAL RULES.

- 1. SPONSOR:** Conagra Brands, 222 W Merchandise Mart Plaza #1300, Chicago, IL 60654 (“**Sponsor**”).
- 2. ADMINISTRATOR:** Arrowhead Promotion & Fulfillment Co., Inc., 1105 SE 8th St, Grand Rapids, MN 55744 (“**Administrator**”).
- 3. ELIGIBILITY:** MARIE CALLENDER’S PIE DAY SWEEPSTAKES (the “Sweepstakes”) IS OPEN AND OFFERED ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND DISTRICT OF COLUMBIA, WHO ARE 18 YEARS OF AGE (OR AGE OF MAJORITY IN THEIR STATE OF RESIDENCE) AND OLDER. Employees, officers, and directors of Sponsor, Administrator, and each of their respective parent entities, subsidiaries and affiliated companies (collectively, “**Sweepstakes Entities**”), as well as advertising, sweepstakes, or production agencies or partners (and their respective dependents, immediate family members, including children, spouse, parents, siblings, step-parents, step-children, step-siblings and their respective spouses, regardless of where they reside, and individuals residing in their same household at least three (3) months a year, whether or not related) are not eligible to participate or win. Entry into the Sweepstakes does not constitute entry into any other contest or sweepstakes. The Sweepstakes shall be subject to all applicable federal, state, municipal, and local laws and regulations and these official rules (“**Official Rules**”). By entering, all entrants agree that they have read these Official Rules, the Facebook terms and policies, and agree to abide by and to be bound by the terms and conditions of the Official Rules, Facebook Terms and Policies and the decisions of Sponsor, which shall be final and binding in all respects. False and/or deceptive entries or acts shall render entrants ineligible.
- 4. ENTRY PERIODS:** The sweepstakes begins at 8:00 AM CT on January 23, 2022 and ends 11:59 PM CT on January 23, 2022 (“**Sweepstakes Period**”). The Administrator’s database clock is the official timekeeper for this Sweepstakes.
- 5. HOW TO ENTER:** During the Sweepstakes Period,
 - 1. locate** the sweepstakes post on Marie Callender’s Facebook page <https://www.facebook.com/MarieCallendersMeals>;
 - 2. reply** with #thanksmariecallenders hashtag; and
 - 3. tag** a friend(s) in the post that you’d like to share a pie with

Upon completion of the above ("Entry"), you will automatically and simultaneously receive one (1) Entry into the Sweepstakes. Limit one (1) Entry per person/email address/account during the entire Sweepstakes Period. All Entries must be received by 11:59:59 PM CT January 23, 2022. Each entrant must perform all required tasks set forth in the above to be eligible.

This Sweepstakes is not sponsored, endorsed, administered by or associated with Facebook. By entering, you are providing your information to Sponsor and not to Facebook.

- 6. ENTRY CONTENT RESTRICTIONS:** Entries must not contain material that:
- a) Violates or infringes another's rights, including without limitation, privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
 - b) Promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - c) Contains indecent or unsafe behavior or situations, profanities or obscenities, including but not limited to use of firearms/weapons/ammunition, nudity, gambling, or pornography, or is otherwise inappropriate, indecent, profane, obscene, violent, hateful, tortuous, slanderous or libelous;
 - d) References persons or organizations without their written permission other than that of Sponsor;
 - e) Disparages any persons or organizations;
 - f) Includes threats to any person, place, business, or group;
 - g) Is in violation of or contrary to all applicable federal, state, municipal or local laws and regulations;
 - h) Contains anything that is determined to damage or diminish the goodwill of the Released Parties (defined below in Section 11), as determined by such entities solely in their respective discretion; or
 - i) Does not comply with the terms, conditions or guidelines posted by Facebook.

Failure of any Entry to comply with the above "**Entry Content Restrictions**," as determined by Sponsor, in its sole discretion, may result in disqualification of Entrant. Without limitation, Sponsor reserves the right in its sole discretion to disqualify any Entry that, in their sole opinion, refers, depicts or in any way reflects negatively upon the Sponsor, the Sweepstakes or any other person or entity, does not comply with these Official Rules or if Sponsor receives notification about any potential infringements or breaches of law or any other reason set forth herein. Entries must be suitable for presentation in a public forum, in the sole determination of Sponsor.

- 7. RANDOM DRAWING AND WINNER NOTIFICATION:** On or about January 24, 2022, one hundred fifty (150) potential Winners, which will be randomly selected by Administrator, from among all eligible Entries received during the Sweepstakes Period.

Potential Winners will receive an initial notification by Administrator or Sponsor via a direct message on Facebook on or about January 24, 2022. **Each Entrant must have his/her Account set to “Public” and not “Private” so that Administrator and/or Sponsor may be able to contact Entrant in the event that Entrant is a potential Winner. It is each Entrant’s responsibility to timely check his/her Account for any direct messages from Sponsor or Administrator and to ensure that Entrant’s Account settings allow Entrant to receive direct messages from Administrator/Sponsor.** Potential Winners will be required to be in contact with Administrator and/or Sponsor, after receiving the initial notification within **twenty-four (24) hours** to begin the Winner verification process. Each Potential Winner must meet all eligibility requirements and may be required to provide sign an affidavit of eligibility, and publicity and liability release, or any such other documents as Sponsor deems necessary, in their sole discretion (collectively, the “**Prize Claim Documents**”), each of which must be completed, signed and returned **within three (3) days** from date of issuance, or the prize may be forfeited and may be awarded to an alternate Winner, time permitting. If any notification or attempted notification is returned as undeliverable, the prize will be forfeited and may be awarded to an alternate Winner. By accepting a prize, the Winner represents and warrants they are in compliance with these Official Rules.

At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate Winner may result from any of the following: [a] potential Winner’s failure to respond to initial notification within twenty-four (24) hours after its transmission; [b] the failure of notification due to deactivation of the potential Winner’s Account prior to receipt of notification; [c] potential Winner’s failure to respond to Sponsor’s or Administrator’s direct message winner notification; [d] potential Winner’s Account “privacy” is set so that the potential Winner’s updates/responses/comments may not be visible by Sponsor; [e] potential Winner’s failure to include BOTH Hashtags in their Entry; [f] potential Winner’s Entry fails to comply with the Entry Content Restrictions set forth in Section 6 above; [g] potential Winner’s failure to provide Sponsor with satisfactory proof of age, identity and residency; [h] potential Winner’s failure to execute and return the Prize Claim Documents within three (3) days after they are emailed or mailed to the potential Winner; [i] potential Grand Prize Winner’s inability to participate in scheduled event; and [j] any other non-compliance with these Official Rules. In the event of prize forfeiture, the Sponsor may, in its sole discretion, award or not award the forfeited prize to an alternate Winner. Once the potential Winner has completed all requirements in these Official Rules and been verified by Sponsor and/or Administrator, they will be declared a Winner. **Odds of winning depend on the total number of eligible Entries received during Sweepstakes Period.**

8. **PRIZES: One Hundred and Fifty (150) Prizes** – Each Prize Package includes one (1) Marie Callender’s apron and two (2) coupons to Enjoy FREE any one (1) MARIE CALLENDER'S dessert product (24oz or larger) up to \$10.00 value each (exclusions may apply, please note coupon for expiration date). Approximate Retail Value (“ARV”): \$30.00.

Total ARV of all prizes being awarded: \$4,500.00. LIMIT: One (1) Prize per household.

- 9. PRIZE CONDITIONS:** All federal, state and local taxes on prize are the sole responsibility of the winner. Prizes consist of only the items specifically listed as the prize. No substitutions of prize, except as provided herein.

In the event a prize cannot be awarded as stated, that prize will not be awarded. Costs and expenses associated with prize acceptance and use not specifically stated herein as being provided are the sole responsibility of each Winner. Prizes are not redeemable for cash and are subject to availability, non-transferable, non-negotiable, non-refundable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize (or any element thereof) for one of equal or greater value for any reason. All taxes including, without limitation, federal, state and local taxes (including, but not limited to income and withholding taxes), and any other expenses not specifically included in a prize description are the sole and exclusive responsibility of each Winner.

The Released Parties make no warranties, and hereby disclaim any and all warranties, express or implied, concerning each prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND RELEASED PARTIES HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes promotional materials and the terms and conditions of these Official Rules, these Official Rules shall prevail and govern.

- 10. PRIVACY POLICY AND DATA COLLECTION:** Information provided by you for this Sweepstakes during the entry process is subject to Sponsor's privacy policies located at <https://www.conagrabrands.com/privacy-policy>. Please see the full Privacy Policy for details. Entrant's personally identifiable information is not shared with third parties unless we give prior notice and choice. We do not rent, disclosed or share personal information or aggregated demographic information with our partners and advertisers. Though we may use an intermediary to conduct promotions, they may not use entrant's personally identifiable information for any secondary purposes. By participating in the Sweepstakes, you hereby agree to Sponsor's collection and usage of your personal information and acknowledge that you have read and accepted Sponsor's privacy policies. By entering this Sweepstakes, each Entrant agrees that the Sponsor and/or Administrator has the right to contact the Entrant via the Account used to post the Entry in order to administer and fulfill this Sweepstakes.

11. CONDITIONS OF PARTICIPATION: By entering this Sweepstakes and/or accepting a prize you may win, you agree, represent and warrant that: [a] you will be bound by these Official Rules and the Sponsor's decision, which shall be final in all respects; [b] the Entry will not be acknowledged or returned; [c] you release, indemnify and hold harmless the Sweepstakes Entities, Facebook, and their respective parent entities, subsidiaries and affiliated companies advertising and promotion agencies, any companies who are promotional participants or prize providers, and all of their respective officers, directors, members, employees, representatives and agents (collectively, the "**Released Parties**") from any and all liability for claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of a prize; participation in the Sweepstakes or any Sweepstakes-related activity, or from any interaction with, or downloading of computer information; [d] the Released Parties do not make any representation, warranty or guarantee, express or implied, relating to the Sweepstakes or the prizes; [e] you will grant and assign to Sponsor an unconditional right without limitation to use in any media now known or hereafter developed the Entry, Facebook account name, name, address (city and state only), voice, likeness, photograph, biographical and prize information, statements about the Sweepstakes and/or live and taped performances of interviews for any programming, publicity, trade, advertising, promotional and Sweepstakes purposes without additional compensation, except where prohibited by law; [f] in the event viruses, bugs, unauthorized human intervention, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters beyond the Sponsor's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of the Sweepstakes, so that it cannot be conducted as originally planned, Sponsor has the right, in its sole discretion, to modify the Official Rules or to cancel, modify, terminate or suspend the Sweepstakes; and in such event, to select potential Winners by such method as Sponsor in their sole discretion shall consider equitable from all eligible Entries received prior to such termination or suspension; [g] the Released Parties are not responsible for failed, partial or garbled computer transmissions, or for technical failures of any kind, including but not limited to electronic malfunction or damage of any network, hardware or software and for typographical or other errors in the offer or administration of this Sweepstakes, including but not limited to: human errors, errors in the advertising, these Official Rules, selection and announcement of the Winners and distribution of the prizes; [h] the Released Parties are not responsible for any inability of the Winner to accept or use a prize (or any portion thereof) for any reason; [i] Sponsor has the right to modify prize award procedures at its sole discretion; [j] the Released Parties are not responsible for changes to Facebook functions that may interfere with the Sweepstakes or your ability for timely entry; [k] you acknowledge that you are solely responsible for any actions, claims or liabilities of your Participant(s) related to any Sweepstakes-related activity; and [l] Released Parties are not responsible for any failure of delivery of potential Winner notification.

12. LIMITATIONS ON LIABILITY: Released Parties are not responsible for illegible, lost, late, damaged, destroyed, inaccurate, delayed, incomplete, unintelligible, non-delivered, misdirected, stolen Entries; or for incomplete, inaccurate, lost, interrupted or unavailable network, satellite, telephone networks or lines, cellular towers or equipment (including handsets), computer on-line systems, computer equipment, software, viruses or bugs, servers or providers, or other connections, availability or accessibility; or for unauthorized access to, or alteration of Entries; or miscommunications, failed computer, telephone, cellular, satellite, or cable transmissions, lines or other technical failure; or for jumbled, scrambled, delayed, or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties; or for any other errors of any kind, whether human, technical, mechanical, electronic or network, including, without limitation, any errors which may occur in connection with the administration of the Sweepstakes or in any Sweepstakes-related materials; or for the incorrect or inaccurate capture of Entry or other information, or the failure to capture any such information. Persons who tamper with or abuse any aspect of the Sweepstakes or Account used, as solely determined by the Sponsor, will be disqualified (and all associated Entries will be void), and Sponsor reserves the right to terminate such Entrant's eligibility to participate in this or any other sweepstakes offered by Sponsor. Released Parties are not responsible for injury or damage to Entrants' or to any other person's computer, electronic device or mobile device related to or resulting from participating in this Sweepstakes or downloading materials from Facebook. Without limiting the release provided above, and for greater certainty, Released Parties will not be liable for (a) any incomplete or inaccurate information, whether caused by wireless device users or by any equipment or programming associated with or utilized in the Sweepstakes, or by any technical or human error which may occur in the processing of Entries; (b) the theft, destruction or unauthorized access to, or alteration of, Entries; (c) any problems with or technical malfunctions of telephone networks or lines, computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (d) any failure of any message to be received by or from Sponsor for any reason including but not limited to traffic congestion on the Internet or wireless waves or at any website or combination thereof; or (e) damage to an Entrant's or other person's system or equipment occasioned by participation in this Sweepstakes.

13. DISPUTES: Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or the prizes awarded, other than those concerning the administration of the Sweepstakes or the determination of the Winners, shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, 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, 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR

CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules (whether of the State of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois.

- 14. WINNERS' LIST/OFFICIAL RULES:** For an official Winner list (available after February 1, 2022) send a self-addressed, stamped envelope to: Marie Callender's Pie Day Winner List, c/o Arrowhead Promotion & Fulfillment Co., Inc., 1105 SE 8th Street, Attn: Dept. S550 Grand Rapids, MN 55744. Residents of Vermont may omit return postage on request. Official Rules may be obtained during the Promotion Period in the Facebook bio for Marie Callender's.