

SHADY MAPLE SMORGASBORD ICE CREAM SUNDAE PICTURE GIVEAWAY

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.

1. **SPONSOR:** Shady Maple Smorgasbord, 129 Toddy Drive East Earl, PA 17519.

2. **ELIGIBILITY:** CONTEST ENTRANTS MUST BE LEGAL RESIDENTS OF ONE (1) OF THE FIFTY (50) UNITED STATES, THE DISTRICT OF COLUMBIA AND PUERTO RICO WHO ARE THE AGE OF THE MAJORITY WITHIN THE JURISDICTION FROM WHICH THEY RESIDE ON THE DATE OF ENTRY TO BE ELIGIBLE. VOID OUTSIDE THE UNITED STATES, PUERTO RICO AND WHERE OTHERWISE PROHIBITED BY LAW. You may enter this Contest only as a natural person. Employees of Sponsor and its respective affiliates, agents, officers, employees, subsidiaries, vendors, advertising and promotion fulfillment and/or judging agencies (collectively, the "Related Entities"), and the family members of each are not eligible to enter or win a prize in the Contest. For purposes of this paragraph, "family member" means a spouse, parent, sibling, child, son-in-law, daughter-in-law and all lineal descendants, including those by adoption. Contest subject to all applicable federal, state, and local laws and regulations.

4. **AGREEMENT TO RULES:** By participating, the Contestant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Shady Maple Smorgasbord as final and binding as it relates to the content of this Campaign.

3. **CONTEST PERIOD:** The "Shady Maple Smorgasbord Ice Cream Picture Giveaway" (the "Giveaway") entry period begins at 7:00 AM Eastern Standard Time ("EST") on July 17, 2023 and ends at 7:00 PM Eastern Daylight Savings Time ("EDT") on July 29, 2023 (hereinafter, the "Entry Period").

5. **HOW TO ENTER:** The Campaign must be entered by;

- Post a picture of an Ice Cream Sundae on Instagram.
- Tag Shady Maple
- Use #ShadyMaplealldaysundae

Contest must be entered by completing the requirements, as specified, to be eligible to win a prize. All Entries become the property of the Sponsor upon submission and will not be acknowledged or returned and the Sponsor has the right to dispose of the Entries at Sponsor's discretion. By submitting an Entry, entrant agrees to abide by the terms of these Official Rules and the Sponsor's Privacy Policy.

6. **PRIZES:** The Winner(s) of the Campaign (the "Winner") will receive 1 Shady Maple Meal Card. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Shady Maple Smorgasbord. No cash or other prize substitution shall be permitted except at Shady Maple Company's discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Shady Maple Smorgasbord to use Winner's name,

likeness, and entry for purposes of advertising and trade without further compensation unless prohibited by law.

7. SELECTION OF THREE (3) WINNERS: The Winner(s) of the Campaign (the “Winner”) will receive 1 Shady Maple Meal Card. Three (3) winners will be chosen by Instagram users via Instagram story votes. The users will give the entry a 1, 2, or a 3. The winner(s) will be the top three posts with the most combined points. Winner (s) will be notified by Instagram Messenger following the selection of Winner. Shady Maple Smorgasbord shall have no liability for Winner’s failure to receive notices due to spam, junk e-mail, or other security settings or for Winner’s provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 5 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT SHADY MAPLE FARM MARKET’ SOLE DISCRETION) WILL RESULT IN WINNER’S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

6. ODDS: The odds of winning depend on the number of eligible entries received.

7. RELEASE: By receipt of a Prize, each Prize Winner agrees to release and hold harmless Sponsor, and the Related Entities from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.

8. PUBLICITY: Except where prohibited, participation in the Contest constitutes a winner’s consent to Sponsor’s and its agents’ use of winner’s name, likeness, photograph, voice, opinions and/or hometown, and state submitted (if any) for promotional purposes in any media now known or hereinafter developed, worldwide, without further payment or consideration. Winners’ names and likenesses may be published on Sponsor’s website, in Sponsor’s sole discretion.

9. GENERAL CONDITIONS: Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, or any other factor beyond Sponsor’s reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. LIMITATIONS OF LIABILITY: The Related Entities are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or

indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest, if it is possible. If the Contest, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

11. **BINDING ARBITRATION:** Any controversy or claim arising out of or relating to this Contest shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Pennsylvania law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS CONTEST IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.**

BY PARTICIPATING IN THE CONTEST, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR

SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

12. **GOVERNING LAW & JURISDICTION:** The Official Rules and the Contest are governed by U.S. law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Official Rules, or the rights and obligations of Entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Pennsylvania, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 11 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Pennsylvania.

13. **PRIVACY POLICY:** Information collected from entrants is subject to Sponsor's Privacy Policy found at <https://www.shady-maple.com/privacy-policy/>.

14. **WINNERS LIST/OFFICIAL RULES:** To obtain the names of the prize winners (available after November 15, 2023), or a copy of the Official Rules, send a self-addressed, stamped #10 envelope to be received by December 15, 2023 to: Shady Maple Smorgasbord, 129 Main Street, East Earl, PA 17519. Please specify "Official Rules" or "Winners List" on the outer envelope.

15. **FACEBOOK:** The Campaign hosted by Shady Maple Smorgasbord is in no way sponsored, endorsed, administered by, or associated with Instagram, Facebook or Meta.