**SCHWEID & SONS RECIPE CONTEST – OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR CONTRIBUTION WILL NOT IMPROVE CHANCE OF WINNING. VOID WHERE PROHIBITED.

1. **Preliminary Information and Contest Period:** The Schweid & Sons Recipe Contest (the “Contest”) is open for entries starting May 8, 2019 at 12:01AM Eastern Standard Time (EST). All entries must be submitted by 11:59PM EST on May 27, 2019 (the “Contest Deadline”). The Contest is subject to all applicable federal, state and local laws. The Contest is sponsored by Schweid & Sons (the “Sponsor”) having a principal place of business at 666 16th Street, Carlstadt, New Jersey 07072.
2. **Agreement to Rules:** By participating, the Contestant agrees to be fully and unconditionally bound by these Rules and decision of Sponsor, which shall be final and binding. Contestant represents and warrants that he/she meets the eligibility requirements. In addition, Contestant agrees to accept the decisions of Sponsor as final and binding as it relates to the content of this Contest.
3. **Eligibility:** Contestant may enter to win if he or she is a legal resident of any of the 50 United States or the District of Columbia and is at least 18 years of age at the time of entry. Contestant must have an Instagram® account in order to participate in the Contest. Instagram® accounts can be created for free at: <https://www.instagram.com/>. The Contest is void in Puerto Rico, Guam, U.S. Territories and outside of the United States, and where restricted or prohibited by law. Employees of Sponsor, its affiliates and its advertising, promotion and production agencies, and their immediate families (spouses, parents, children, and siblings and their spouses) and household members (whether related or not), are not eligible to participate. The Contest is subject to all state, federal and local laws and regulations. Winning a prize is contingent upon fulfilling all requirements set forth in these Rules.
4. **How to Enter:** To enter, Contestants must:
5. Like the Contest photo posted by Sponsor on its Instagram account (the “Contest Photo”);
6. Tag three friends (through their Instagram accounts) in a comment on the Contest Photo;
7. Follow Sponsor’s Instagram account @schweidandsons; and
8. Submit an original burger recipe and image of the burger through the web form available at Sponsor’s website at: <https://schweidandsons.com/may-is-hamburger-month/> (the “Submission”).

Contestants must fully complete the web form for their Submission to be considered. By entering a Submission, contestant agrees that his/her Submission confirms to the guidelines defined below (the “Submission Guidelines”) and that Sponsor, in its sole discretion, may remove the Submission and disqualify Contestant from the Contest if it believes the Submission fails to conform to the Submission Guidelines or is otherwise not in compliance with these Rules.

By entering a Submission, Contestant acknowledges that his/her Submission may be posted on the Sponsor’s Instagram, website, or any other digital property owned or licensed by Sponsor and that it will be shareable by others.

Submission Guidelines:

* The Submission must be Contestant’s own original work;
* The Submission must be in English;
* The Submission must not contain material that violates or infringes another’s rights, including but not limited to privacy, publicity, or intellectual property rights, or that constitutes copyright infringement;
* The Submission must not disparage Sponsor or any other person or party affiliated with the Contest, or any other person or third party;
* The Submission must not contain brand names or trademarks (other than Sponsor’s trademarks) of any third party;
* The Submission must not contain images or content not created by Contestant;
* The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous; and
* The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Submission is created.

Contestant may submit more than one entry, but each Submission must independently comply with the Submission Guidelines and these Rules. Submissions that are incomplete or that contain errors, copyrighted images or inappropriate, derogatory, or defamatory images or language, nudity, violence or profanity will be automatically disqualified in Sponsor’s sole discretion. Sponsor is not responsible for lost, late, misdirected, altered or destroyed Submissions. The odds of winning depend on the number of eligible Submissions received and/or the number of Contestants participating in the Contest. If Contestant uses fraudulent methods or otherwise attempts to circumvent these Rules, the Submission may be removed from eligibility at the sole discretion of Sponsor. The Contestant may be asked to provide all appropriate clearances, permissions and releases for the Submission.

All Submissions become the property of Sponsor and will not be returned. Proof of sending will not be deemed proof of receipt by Sponsor. Sponsor reserves the right to edit or summarize the Submission or any written description or picture prior to posting to Sponsor’s website and/or social media channels.

1. **Prize:** The Winner of the Contest (“Winner”) will receive a Grand Prize consisting of the following:
   * Three (3) Schweid & Sons tote bags;
   * Three (3) Schweid & Sons t-shirts;
   * Three (3) Schweid & Sons hats;
   * Three (3) Schweid & Sons aprons;
   * Nine (9) Schweid & Sons koozies with $5 off coupons; and
   * Nine (9) Schweid & Sons PopSockets.

The approximate retail value of the Grand Prize is $400.

The Grand Prize will be shipped to Winner’s provided address within four (4) weeks of notification. Any applicable Federal, State or Local taxes and any other expenses associated with the receipt of the Grand Prize are solely the responsibility of the Winner. The Grand Prize is not transferable, redeemable for cash, or exchangeable for any other prize. Sponsor reserves the right to substitute the Grand Prize with another prize of equal or greater value if advertised prize or any component thereof is not available.

Sponsor is not responsible for lost or stolen merchandise. Any portion of the Grand Prize not used by Winner is forfeited and no cash substitute will be offered. By entering this Contest and accepting the Grand Prize, the Winner agrees to maintain his/her behavior in accordance with all applicable laws and generally accepted social practices in connection with participation in any Contest or prize-related activity. The winner understands and agrees that Sponsor has the right, in its sole discretion, to disqualify and remove the Winner from any activity at any time if the Winner's behavior at any point is uncooperative, disruptive, or may or does cause damage to person, property, or the reputation of Sponsor or otherwise violates the policies of the Sponsor, and in such a case, the Winner will still be solely responsible for all taxes and other expenses related to the Grand Prize.

1. **Winner Selection and Notification:** One (1) winner (the “Winner”) will be selected under the supervision of the Sponsor. Submissions will be judged by a panel of Sponsor’s judges on the following criteria: quality of the recipe (33%), originality of the recipe (33%), and alignment of the recipe with Schweid & Sons brand values (34%). The Submission with the highest score shall be selected as the winning Submission. In the event of a tie, the Contestant whose Submission received the highest score for brand values, as determined by the qualified judges, in their sole discretion, will be deemed the Winner. Decisions of the judges are final and binding.

Winner will be notified by email or by direct message on Instagram within five (5) days following selection of Winner. Sponsor shall have no liability for Winner’s failure to receive notices due to spam, junk email, 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 three (3) days from the time the award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited, and an alternate Winner selected. Receipt by Winner of the prize offered in this Contest is conditioned upon compliance with any and all federal, state, and local laws and regulations. Any violation of these Rules by Winner (at Sponsor’s sole discretion) will result in Winner’s disqualification as Winner of the Contest, and all privileges as Winner will be immediately terminated.

1. **Rights Granted by Contestant:** By entering this Contest, Contestant understands and agrees that Sponsor, anyone acting on behalf of Sponsor, and Sponsor’s licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, Contestant’s Submission, name, portrait, picture, voice, likeness, image, statements about the Contest, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent. By entering this Contest, Contestant represents and warrants that the Submission is an original work of authorship and does not violate any third party’s proprietary or intellectual property rights or right of publicity. If the Submission infringes upon the right of any third party including, without limitation, any intellectual property right or right of publicity, Contestant will be disqualified at the sole discretion of Sponsor. If the content of the Submission is claimed to constitute infringement of any proprietary or intellectual proprietary rights or right of publicity of any third party, Contestant shall, at his or her sole expense, defend or settle against such claims. Contestant shall indemnify, defend, and hold harmless Sponsor from and against any suit, proceeding, claims, liability, loss, damage, costs or expense (including attorneys’ fees), which Sponsor may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party’s right.
2. **Terms & Conditions:** Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest should virus, bug, non-authorized human intervention, fraud, or other cause beyond Sponsor’s control corrupt or affect the administration, security, fairness, or proper conduct of the Contest. In such case, Sponsor may select the Winner from all eligible Submissions received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the submission process or the operation of the Contest or website or violates these Rules. Sponsor has the right, in its sole discretion, to maintain the integrity of the Contest and to void Submissions for any reason. Any attempt by a Contestant to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such attempt be made, Sponsor reserves the right to seek damages to the fullest extent permitted by law.
3. **Limitation of Liability:** By entering, Contestant agrees to release and hold harmless Sponsor and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such Contestant’s participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the submission process or the Contest; (v) electronic or human error in the administration of the Contest or the processing of entries.
4. **Disputes:** This Contest is governed by the laws of the United States of America and New Jersey, without respect to conflict of law doctrines. As a condition of participating in this Contest, Contestant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in New Jersey having jurisdiction. Further, in any such dispute, under no circumstances shall Contestant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney’s fees, other than Contestant’s actual out-of-pocket expenses (i.e. costs associated with entering this Contest). Contestant further waives all rights to have damages multiplied or increased.
5. **Privacy Policy:** Information submitted with a Submission is subject to the Privacy Policy stated on the Sponsor’s website. The Privacy Policy can be found at: <https://schweidandsons.com/privacy-policy/>.