

Bob Evans® National Mac and Cheese Day Sweepstakes Official Rules

VOID OUTSIDE THE 50 UNITED STATES, D.C., AND WHEREVER PROHIBITED. DO NOT ENTER THIS SWEEPSTAKES IF YOU HAVE NOT REACHED AT LEAST 18 YEARS OF AGE AND ARE NOT A PERMANENT LAWFUL RESIDENT OF AND CURRENTLY RESIDING IN THE 50 UNITED STATES OR D.C. THIS SWEEPSTAKES WILL BE CONSTRUED AND EVALUATED ACCORDING TO MINNESOTA LAW.

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

Entry Period: The Bob Evans® National Mac and Cheese Day Sweepstakes ("Sweepstakes"), sponsored by Bob Evans Farms, Inc. ("Sponsor"), begins on June 18, 2024, at 7:00:01 a.m. CT and ends on July 15, 2024 at 11:59:59 p.m. CT ("Entry Period"). The computer clock of Sponsor's webmaster is the official timekeeping device of the Sweepstakes.

Eligibility: The Sweepstakes is open to permanent lawful residents of the 50 United States and the District of Columbia who are at least 18 years of age. Employees, officers, and directors of Sponsor, its parent company, divisions, subsidiaries, and affiliates, and the agents and advertising and promotional agencies of each of the foregoing, and any other entity that develops, produces, or distributes materials for or related to this Sweepstakes, and members of the immediate families (defined for these purposes as including parents, spouse, children, siblings, grandparents, and each of their respective spouses) or households (whether related or not) of any of the above, are NOT eligible to enter or win. By participating in the Sweepstakes, entrants agree to be bound by these Official Rules. The Sweepstakes is subject to all applicable U.S. federal, state and local laws and regulations, and is void outside the 50 United States and D.C. and where prohibited by law.

How to Enter: No purchase required. All submissions become the property of the Sponsor and will not be acknowledged or returned. To enter the Sweepstakes:

1. "Follow" the @BobEvansGrocery Instagram page; and also
2. Comment on the sweepstakes announcement post on @BobEvansGrocery Instagram page.

Or:

1. "Follow" the @BobEvansGrocery Facebook page; and also
2. Comment on the sweepstakes announcement post on @BobEvansGrocery Facebook page.

By entering, you represent that you have read the Official Rules and the website policies for the Sweepstakes, and that you agree to be bound by all of them, as applicable. You verify that your entry is truthful and accurate in order to be a valid entry.

Limit one entry per household per category. Should multiple entries be received from the same household, all such entries will be ineligible. Entries must be submitted by, and in the name of, one individual member of the household on behalf of the entire household. Proof that you attempted to enter does not constitute evidence that we actually received it by the appropriate deadline. By entering, entrant represents that his/her comment is his or her original work; and that neither the comment itself nor the act of preparing the comment infringes or infringes on the property rights or other rights of any third party. Modifying, enhancing or altering a third party's pre-existing work does not qualify as entrant's original creation. Comments must be original and created solely by you or you are the owner without the use or assistance of AI or AI like tools currently available or to be developed (e.g. ChatGPT, Google Bard, Nightcafe, Starry AI, etc.). The Sponsor reserves the right to disqualify any submission that it determines (in its sole discretion) to contain any content that is obscene, defamatory, dangerous, discriminatory, infringing or otherwise inappropriate or unsuitable for publication to general audiences, or that contains

any third party trademarks (other than those of Sponsor should entrant choose to include Sponsor's product(s) in the comment). All entrants must use caution and common sense in creating their entries. Each household is eligible to win up to one prize.

After the Entry Period, entrant submissions may be posted on <https://www.facebook.com/BobEvansGrocery>, <https://www.instagram.com/bobevansgrocery> and <https://www.bobevansgrocery.com>. Such postings may be on a rotating or occasional basis and may be discontinued at any time at Sponsor's sole discretion. Posting of an entry after the Entry Period is not meant to indicate that the entry is a winner or provisional winner in the Sweepstakes, or that it is otherwise favored in any way. Postings will occur solely for promotional purposes.

All entries become the property of the Sponsor and will not be returned.

Sweepstakes Drawing: There will be fourteen (14) winners selected in the Sweepstakes. The potential winners will be selected through a random drawing on or about July 22, 2024 from all eligible entries received in accordance with these Official Rules. Sponsor will have complete discretion over interpretation of the Official Rules, of administration of the Sweepstakes, and of selection of the winners. Decisions of the Sponsor as to the selection of the winners will be final.

Odds: Odds of winning a Sweepstakes prize depend on the total number of eligible entries received.

Winner Selection Process: Up to fourteen (14) winners will each receive the following prize: A one (1) year supply of Bob Evans Macaroni & Cheese fulfilled as 26 Bob Evans Grocery coupons, each coupon is valued at \$6.00. ARV: \$2,184.00.

Winner is responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. Entrants are hereby authorized to copy these Official Rules on the condition that it will be the entrant's personal use and not for any commercial purpose whatsoever.

Winner releases Sponsor and its agents from all claims and damages associated with the use of the prize. No substitutions for prizes and prizes are non-refundable and non-transferable except at the sole discretion of Sponsor. Sponsor reserves the right to substitute prize of equal or greater value.

Notifying and Confirming Winners: The potential prize winners will receive a Direct Message from a representative of Bob Evans Farms® using the Instagram or Facebook account provided within their entry by July 22, 2024. Winners will be required to be in compliance with the Official Rules, in the Sponsors' sole discretion, in order to claim the Prize. The potential Winners will have forty-eight (48) hours to respond and will be asked to provide a full name, email address and shipping address (no PO boxes). In the event that a potential Winner is disqualified or cannot be contacted for any reason, the Sponsor will award the applicable prize to an alternate Winner, as determined by Sponsor.

The prizes will be selected and fulfilled after the end of the Sweepstakes Period. All prizes will be fulfilled by August 16, 2024.

If you have any questions regarding this Sweepstakes please contact Bob Evans Farms at bobevans@clynch.com.

Use of Name, Image, Recipe and Likeness: By entering a Sweepstakes Submission, you agree to Sponsor's use of your name, post, or photo for promotional purposes without compensation unless prohibited by law. You agree to confirm this grant in writing at Sponsor's request. The information you provide to Sponsor will be used for this Sweepstakes; you will not be added to a marketing list.

Release: Entrants agree: (a) that Sponsor, its parent, subsidiary, and affiliated companies, advertising, Sweepstakes or production agencies, Web masters/suppliers (and their dependents as set forth in applicable regulations of the Internal Revenue Service, immediate family members (spouse, parents,

children, siblings) and individuals residing in their same household, whether or not related), and all of their respective officers, directors, employees, representatives and agents (collectively, the "Released Parties") are released, will have no liability whatsoever for, and shall be held harmless by entrants against any liability for any injuries, losses or damages of any kind to person(s), including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Sweepstakes or any Sweepstakes-related activities and (b) except where legally prohibited, winner grants (and agrees to confirm that grant in writing) permission to Sponsor and those acting under its authority the right to the use of his/her name, picture, likeness, voice, biographical information and statements, at any time or times, for advertising, trade, publicity and promotional purposes without additional compensation, in all media now known or hereafter discovered, worldwide in perpetuity, and on the Internet and World Wide Web, without notice, review or approval, unless prohibited by law. The winner shall bear all risk of loss or damage to their prize after it has been delivered.

Limitations of Liability: Released Parties are not responsible for lost, late, misdirected, incomplete, or non-delivered entries or e-mail; or for interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, corrupted, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of entry or other information or the failure to capture, or loss of, any such information. Entrants who tamper with or abuse any aspect of this Sweepstakes or otherwise attempt to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives, as solely determined by the Sponsor, will be disqualified. Any use of robotic, automatic, macro, programmed or like entry methods will void all such entries by such methods, and disqualify any entrant using such methods. Released Parties are not responsible for injury or damage to entrant's or to any other person's computer or other device related to or resulting from participating in this Sweepstakes or downloading materials from or use of the Website. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention, technical failures or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes, and select the winner from entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. Released Parties are not responsible for any incorrect or inaccurate information, whether caused by Website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes, and assume no responsibility for any error, interruption, deletion, defect, delay in operation, or transmission, communications line failure, theft or destruction, or unauthorized use of this Website. In case of dispute, the authorized account subscriber of the account used to enter the Sweepstakes at the actual time of entry will be deemed to be the entrant, and must comply with these Official Rules. The authorized account subscriber is deemed to be the natural person who is assigned the account that submitted an entry.

IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR SUBMITTING AN ENTRY. WITHOUT LIMITING THE FOREGOING, EVERYTHING PERTAINING TO THE SWEEPSTAKES IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

Privacy: Any personally identifiable entrant information collected by Sponsor or its representative during the Sweepstakes will solely be used by Sponsor for purposes of the proper administration and fulfillment

of the Sweepstakes as described in these Official Rules or as otherwise permitted and in accordance with Sponsor's Privacy Policy. Feel free to contact our team regarding our Privacy Policy at 1-800-544-6855, between 8:00 a.m. and 5:00 p.m. CDT, Monday through Friday.

When entering the Sweepstakes you may be asked to consent to receive promotional emails, mailings and other information about Sponsor, its products and/or partners. Consenting to receive such emails, mailings and information is optional, and is not necessary to enter or win a prize, nor will it increase or improve your chances of winning. As indicated above, all information/data collected online is subject to [Sponsor's Privacy Policy](#).

Disputes: Entrants agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in Minneapolis or St. Paul, Minnesota; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of Minnesota for any such dispute and irrevocably waives any and all rights to object, challenge, dismiss or transfer such action based on inconvenience of forum or any other reason; (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, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Sponsor in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Minnesota, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.

Acceptance of Official Rules: Participation in this Sweepstakes constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to this Sweepstakes. These Official Rules form a binding legal agreement between the entrant and the Sponsor with respect to the Sweepstakes. Winning a Prize is a contingent upon fulfilling all requirements set forth herein.

Not Sponsored by Facebook: This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook.

Submissions related to the Sweepstakes do not represent the opinions of Bob Evans Farms® brand.

Sponsor: This Sweepstakes is sponsored by Bob Evans Farms, Inc. located at 8200 Walton Parkway, New Albany, OH 43054.



APPROVED BY
BOB EVANS FARMS
LEGAL DEPARTMENT