StarKist House Rules

STARKIST® FACEBOOK, INSTAGRAM, TWITTER "RULES OF THE KITCHEN"
The StarKist® Facebook page, Instagram and Twitter accounts are dedicated to StarKist® fans (#TeamCharlie!), and we encourage you to leave comments, photos, videos, and links here. While we hope you have fun here, there are a few "Rules of the Kitchen" that we expect everyone to follow:
KEEP IT CLEAN – No one likes a messy kitchen, so please keep your comments clean. StarKist® will review all comments and will remove any that are inappropriate or offensive.
BE NICE – Please be respectful of your fellow fans and avoid confrontational or harassing comments.
TASTE OFTEN – When cooking, tasting your creations is often the most important step (and the most fun!). With that in mind, we encourage everyone to Like, Comment and Share as much as his/her heart desires. Speaking of which
CHEF'S REWARDS – To reward our most passionate and loyal fans, StarKist® may periodically send free products or other promotional items. These rewards will not be planned, announced in advance, or follow a schedule. They'll just sort of happen … like good meals sometimes do! So make sure to keep an eye on our posts for chances to win prizes.* The Approximate Retail Value ("ARV") of each reward will be $10; prize value will not exceed $50.
The StarKist® Consumers Affair department is available if a fan has any additional questions or comments. They are available Monday-Friday from 9 a.m.-6p.m. Eastern Time and can be reached either at 800-252-1587 or through the contact form at -https://starkist.com/contact-starkist

STARKIST® TERMS OF USE

The StarKist® Facebook page, Instagram, and Twitter accounts are intended to provide a place for fans of StarKist® to discuss StarKist® programs, products and promotions. All comments, visuals, videos and other type of material posted by fans on this site ("User Content") do not necessarily reflect the opinions or ideals of StarKist®, its employees or affiliates. StarKist® does not represent or warrant the accuracy of any statement or product claims made here, is not responsible for any Submitted Material (as hereinafter defined) on this site, and does not endorse any opinions expressed on this fan page.

All users must comply with Facebook's and Instagram's, Terms of Use, Twitter's Terms of Service and StarKist®'s Terms of Use for this Facebook Page, Instagram and Twitter account. StarKist® expects that users will not post any materials that fall into any of the following categories and may remove any materials that defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others. StarKist® reserves the right, in its sole and absolute discretion, to monitor, remove and bar any content in violation of the StarKist® Terms of Use. If any individual violates these Terms of Use, StarKist® reserves the right to block such user.
Users shall not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (including but not limited to rights of privacy and publicity) of others;
- Publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent, misleading or unlawful material or information;
- Upload or attach files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents;
- Upload or attach files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer;
- Delete any author attributions, legal notices or proprietary designations or labels in any file that is uploaded; or
- Falsify the origin or source of software or other material contained in a file that is uploaded.

PUBLICITY: Submission of your photo, statement or any other material (the "Submitted Material") constitutes your consent for StarKist® and its respective designees to edit, publish, promote, republish at any time in the future, and otherwise use your name, likeness, biographical information

and Submitted Material in any and all media now known or hereinafter devised without territorial restriction (except where prohibited by law), for possible editorial, publicity, promotional or advertising purposes, without further permission, notice or compensation (except where prohibited by law). All Submitted Material will become the property of StarKist® and may be used by StarKist® for commercial purposes without payment of any kind to you.

RELEASE: By submitting the "Submitted Material," you agree to release Facebook, Instagram and Twitter, StarKist® and their affiliated and related companies and each of their respective parents, subsidiaries, companies and the directors, officers, agents and employees of each from any and all liability for any and all claims, costs, injuries, losses or damages of any kind arising out of their use of the "Submitted Material" and/or the unauthorized or illegal access to personally identifiable information.

CONSENT TO USE PHOTO, NAME, STATEMENTS: By submitting the "Submitted Material," you confirm you are at least 13 years of age, any photo contains the likeness of only you and that you are the sole author of any statement or other material submitted. If you are a minor, your parent/guardian's consent is required for use of any photograph depicting your image. According to the Children's Online Privacy Protection Act (COPPA), adults, such as parents, grandparents, teachers, or coaches are allowed to upload photos of children. COPPA only covers information collected online from children. It does not cover information collected from adults that may pertain to children. Thus, COPPA is not triggered by an adult uploading photos of children on a general audience site or in the non-child directed portion of a mixed-audience website.

***ON-PAGE SWEEPSTAKES**

Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED. ANY PROMOTION IS NOT SPONSORED BY, ENDORSED BY, ADMINISTERED BY OR OTHERWISE ASSOCIATED OR AFFILIATED WITH FACEBOOK, INSTAGRAM OR TWITTER.

1. **TIMING:** On-Page Sweepstakes (the "Sweepstakes") will be run as separate and distinct promotions, each beginning at 9 a.m. Eastern Time ("ET") and run for seven (7) day(s), ending at 11:59 p.m. ET on the seventh (7th) day (each, a "Sweepstakes Period"). The Sweepstakes promotions will run at different times throughout the year. Sponsor's computer is the official time-keeping device for the Sweepstakes.
2. **SPONSOR:** StarKist Co.1875 Explorer Street, 10th Floor Reston, VA 20190.
ADMINISTRATOR: quench, 1006 Market St., Harrisburg, PA 17101.
3. **ELIGIBILITY**: Any Sweepstakes is open only to legal residents of the fifty (50) United States (including the District of Columbia) who are at least eighteen (18) years old at the time of entry. Employees of StarKist Co., and any of its affiliate companies, as well as the immediate family (spouse, parents, in-laws, siblings, and children) and household members of each such employee are not eligible. Void where prohibited by law. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to these Official Rules and by the Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.
4. **HOW TO ENTER:** No purchase necessary. There are three ways to enter during Sweepstakes Period:

    a. **Enter on Facebook.** During the Sweepstakes Period, visit http://facebook.com and log into or create a Facebook account using your valid email address that you select to use for your Facebook account. Creating an account is free, but the use of Facebook is governed by its Terms of Service (available at facebook.com/terms.php). Then, visit www.facebook.com/starkist and look for that day's Sweepstakes timeline post on the StarKist® brand page. When you "Like", "comment" or tag a friend on that day's Sweepstakes post, as indicated in the post, you will be automatically entered into the current Sweepstakes as described therein, for that day. Your account settings must be set to "unprotected" and/or "public" in order for your Facebook posts to be viewable by Sponsor and its agents. Posting text on Facebook from your mobile device may incur message and data rates. Please

consult your wireless service provider regarding its pricing plans. Once you complete these steps, you will automatically receive one (1) entry into the Sweepstakes.

b. **Enter on Instagram.** During the Sweepstakes Period, log in to or create your Instagram account. Creating an Instagram account is free but is subject to Instagram's Terms of Use (https://help.instagram.com/581066165581870#). Follow @StarKistCharlie on Instagram. Then, visit the @StarKistCharlie page and look for that day's Sweepstakes post or story on the StarKist® brand page. When you "Like", "comment" or tag a friend on that day's Sweepstakes post, as indicated in the post, you will be automatically entered into the current Sweepstakes as described therein, for that day. Your account settings must be set to "unprotected" and/or "public" in order for your Instagram posts to be viewable by Sponsor and its agents. Posting text on Instagram from your mobile device may incur message and data rates. Please consult your wireless service provider regarding its pricing plans. Once you complete these steps, you will automatically receive one (1) entry into the Sweepstakes.

c. **Enter on Twitter**. During the Sweepstakes Period, log in to or create your Twitter account. Creating a Twitter account is free but is subject to Twitter's Terms of Service (https://twitter.com/en/tos). Follow @StarKistCharlie on Twitter. Then, visit the @StarKistCharlie page and look for that day's Sweepstakes post or story on the StarKist® brand page. When you "Reply", "Like" or tag a friend on that day's Sweepstakes post, as indicated in the post, you will be automatically entered into the current Sweepstakes as described therein, for that day. Your account settings must be set to "unprotected" and/or "public" in order for your Instagram posts to be viewable by Sponsor and its agents. Posting text on Twitter from your mobile device may incur message and data rates. Please consult your wireless service provider regarding its pricing plans. Once you complete these steps.

d. **SPECIAL REQUIREMENTS FOR USER-GENERATED CONTENT:** If you are providing any user-generated content (a "Submission") as part of your Sweepstakes comment/reply (e.g., a photo, recipe, idea, etc.), then your Submission must comply with the following Submission requirements. Any Submission that does not comply with these requirements will not be eligible to win a prize in the Sweepstakes and the submitting entrant may be disqualified from the Sweepstakes at the discretion of Sponsor or Administrator. No notice or opportunity to correct a Submission will be given. All decisions about the eligibility of any particular Submission will be made at Sponsor's or Administrator's sole discretion and are final and binding in all respects. The Submission must not:

- Have been submitted previously in a promotion of any kind;
- 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;
- Disparage Sponsor or any person or party affiliated with the Sweepstakes and administration of the Sweepstakes;
- Feature (other than incidental use) brand names or trademarks other than those owned by Sponsor;
- Contain text or imagery that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- Contain text or imagery that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- Contain the image of any minor without the explicit permission of his/her legal guardian; or
- Contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the Submission is created.

e. **FOR ALL ENTRIES:** Limit: Users may enter the Sweepstakes one (1) time per day. Non-winning entries from each separate Sweepstakes will not be carried over to the subsequent Sweepstakes. Use of any automated system to participate is prohibited and will result in disqualification of entrant and voiding of all of entrant's

entries. In the event of a dispute as to any Facebook, Instagram, Twitter account or email address, the authorized account holder of the email address used to register at Facebook.com, Instagram.com, Twitter.com or for such email address will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder[BB17] .

the laws or regulations in any jurisdiction where the Submission is created.

5. WINNER SELECTION AND NOTIFICATION: After the conclusion of each Sweepstakes Period, the Administrator will randomly select one (1) or more potential prize winners from among all eligible entries received on that day's Sweepstakes Period. Winner(s) need not be present. Each potential winner will be notified on or about the date of the applicable drawing via Facebook, Instagram, or Twitter private message, asking the winner to provide shipping information for prize delivery. If a potential winner does not respond within two (2) days of the first attempt to contact him/her or prize is returned as undeliverable, potential winner forfeits prize. If a winner has not reached the age of majority in his/her state of residence, then the prize will be awarded in the name of his/her parent or legal guardian. If a potential winner fails to respond within the required time period or prize is returned as undeliverable, potential winner forfeits prize, and an alternate entrant will be selected in his/her place at random from among all remaining eligible entries received during the relevant Sweepstakes Period. Prize will be fulfilled 2-4 weeks after winner confirmation.

6. PRIZE: Each Prize winner will receive one (1) prize, to be selected by Sponsor in its sole discretion with an Approximate Retail Value ("ARV") of $10 not to exceed $50. Potential prizes include, by way of example, pouches of tuna, rafts, soccer balls, etc. FOR ALL PRIZES: No cash or other substitution, assignment or transfer of any prizes permitted, except by Sponsor, who reserves the right to substitute a prize or prize component with cash or another prize of comparable or greater value. Winner is responsible for all federal, state and local taxes and fees associated with prize receipt and/or use. Prizes will be awarded "as is" with no warranty or guarantee, either express or implied offered by Sponsor. Odds of winning depend on the number of eligible entries received for each Sweepstakes Period's drawing. Sponsor may conduct more than one (1) drawing for the Sweepstakes. Limit: One (1) prize per person from each drawing's eligible entries; two (2) prizes per person for the duration of the Sweepstakes. Winner must comply with all terms and conditions of these Official Rules in order to claim a prize.

7. PUBLICITY: By entering the Sweepstakes and/or accepting prizes, each entrant grants to Sponsor (and its licensees and partners) a non-exclusive, worldwide, royalty-free, perpetual license to edit, publish, promote, republish at any time in the future, and otherwise use entrant's name, likeness, biographical information, submission and any other information or materials provided by entrant, in any and all media now known or hereinafter devised, without territorial restriction (except where prohibited by law), for possible editorial, publicity, promotional or advertising purposes, without further permission, notice or compensation (except where prohibited by law). All submissions, including submission file and content, if applicable, will become the property of Sponsor, and may be used by Sponsor for commercial purposes without payment of any kind to the participating entrants. Each entrant agrees to irrevocably and unconditionally transfer and assign to Sponsor all rights to all information submitted during the Sweepstakes, and agrees to execute and deliver such documents, certificates, assignments and other writings, and take such other actions as may be necessary or desirable to vest in Sponsor the ownership rights granted to Sponsor hereunder.

8. GENERAL CONDITIONS: Sponsor is not responsible for problems with the submissions, including, but not limited to, lost, late, incomplete, invalid, unintelligible, or misdirected entries, which will be disqualified. Sponsor reserves the right, in its sole discretion, to modify, suspend, or cancel the Sweepstakes, 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 Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor will select the winner(s) from the eligible entries received prior to the modification, suspension, or cancellation. Sponsor agrees to take such action in a fair and appropriate manner. In addition, Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the submission process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any other

entrant's submission or undermine the legitimate operation of the Sweepstakes is 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.

9. RELEASE AND LIMITATION OF LIABILITY: BY RECEIPT OF ANY PRIZE, WINNER AGREES TO RELEASE AND HOLD HARMLESS SPONSOR, FACEBOOK, INC., INSTAGRAM INC., TWITTER, INC. AND ANY PROMOTIONAL PARTNERS, OF EACH OF THEIR PARENT, SUBSIDIARY, AFFILIATE AND RELATED COMPANIES, AND EACH OF ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY THE "RELEASED PARTIES") FROM AND AGAINST ANY LOSSES, DAMAGES, RIGHTS, CLAIM OR CAUSE OF ACTION OF ANY KIND ARISING, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, OUT OF PARTICIPATION IN THE SWEEPSTAKES OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE SWEEPSTAKES, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) unauthorized human intervention in any part of the entry process or the Sweepstakes; (3) technical or human error which may occur in the administration of the Sweepstakes or the processing of Sweepstakes submissions, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (4), late, lost, undeliverable, or damaged mail; or (5) 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 Sweepstakes or receipt or use of any prize or while traveling to or from any prize-related activity. Each winner also further acknowledges that the Released Parties have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law relative to any prize or any Sweepstakes including but not limited to quality, condition or fitness for a particular purpose. If for any reason a entrant's submission is confirmed to have been erroneously lost, or otherwise destroyed or corrupted, entrant's sole remedy is another submission and thereby another entry into the Sweepstakes. No more than the stated number of prizes will be awarded.

10. DISPUTES: Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with any Sweepstakes or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate courts located in the Commonwealth of Virginia, U.S.A.; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering any Sweepstakes but in no event attorneys' fees; and (iii) 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 Commonwealth of Virginia, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Virginia, U.S.A. or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia, U.S.A.

11. ENTRANT'S PERSONAL INFORMATION: Information collected from entrant is subject to Sponsor's privacy policy, available at starkist.com/privacy-policy. For California residents, information collected from entrant is also subject to Sponsor's California Privacy Notice, available at starkist.com/California-privacy-policy.

12. WINNER'S LIST: For the names of the person(s) receiving prizes in the Sweepstakes, send a self-addressed, stamped envelope to "StarKist On-Page Sweepstakes" Attn: quench Agency 1006 Market St. Harrisburg, PA 17101. Requests must indicate the particular Sweepstakes Period daily post about which the inquiry is made.

Any Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or Twitter. Information is being provided to Sponsor, not Facebook, Instagram or Twitter.