

Freihofer's Run for Women® Poster Contest
Official Rules

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

The Freihofer's Run for Women® Poster Contest (the "Contest") will begin at 9:00 AM Eastern Time ("ET") on March 10, 2023 and end at 9:00 PM ET on April 21, 2023 ("Contest Period"). Entries not received within the Contest Period will be void.

ELIGIBILITY: Contest is open to legal residents of the United States and the District of Columbia residing in Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren or Washington county who are (i) 21 years of age or older; and (ii) the parent or legal guardian of a child in 6th through 12th grade in a public or private school (or home schooled) in Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren or Washington county at the time of entry. Employees, officers, and directors of Bimbo Bakeries USA, Inc. ("Sponsor"), its subsidiaries, affiliates, distributors, promotion and advertising agencies, and members of their immediate families (spouse and parents, children and siblings and each of their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to enter or win. Void outside the counties specified above and where prohibited by law. Sweepstakes is subject to all applicable federal, state and local laws.

HOW TO ENTER: During the Contest Period, eligible students will have the opportunity to create an original poster they believe displays the focus on women, empowerment, community, diversity and running/walking associated with the Freihofer's Run for Women. Students are permitted to use the Freihofer's Run for Women logo in their artwork if they would like to do so.

Posters must be original artwork of the student, and prepared on or mounted on a poster board between the minimum dimension of 16" x 20" and a maximum dimension of 22" x 28". Posters may be created using any medium; (oil, acrylic, markers, pastel, collages, photography, canvas mounted on poster board, etc. However, posters cannot use text or images taken from newspapers, magazines, downloaded from the internet, or other sources to form a collage. Students can use materials such as fabric, aluminum foil, yarn or other materials as part of a collage, as long as these materials are accompanied by their original artwork.

Posters may also be created or enhanced digitally, but must begin as an entirely original work of art by the student, and must also meet the dimension requirements outlined above. Posters must be prepared individually and not in collaboration with any other student(s) or their parent(s). Students may submit only one poster into the competition.

Limit of one (1) entry per student throughout the Contest Period. Entries received from any student in excess of the stated limitation will be void.

The parents or legal guardians of each eligible student will also be instructed to complete and submit an entry form, available [here](#) along with their child's original poster. The entry form must be signed and dated by the student's parent or legal guardian to be considered.

Original posters and completed entry forms must be mailed together to the following address no later than April 21, 2023 to be considered; Overit Media, 435 New Scotland Ave, Albany, NY 12208.

With the exception of the Grand Prize winning entry, posters may be picked up following the conclusion of the Contest Period at Overit Media in Albany, NY. Posters can be picked up until May 30, 2023. The parent or legal guardian of the Grand Prize winner will have the opportunity to pick up the winning poster following the Health and Fitness Expo and Race event scheduled to take place June 1-3, 2023.

NOTE: Although reasonable efforts will be undertaken to safeguard student posters against loss, damage, or theft, Sponsor will not be responsible for any loss, damage, or theft of student's property.

REQUIREMENTS OF ENTRIES: Entry may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- is sexually explicit or suggestive; violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing);
- promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- contains trademarks, logos, or trade dress (such as distinctive packaging) owned by others;
- contains any personal identification, such as personal names, e-mail addresses or street addresses;
- contains copyrighted materials owned by others (including photographs, music, videos, sculptures, paintings, and other works of art or images);
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead;
- contains look-alikes of celebrities or other public or private figures, living or deceased; or
- violates any applicable law.

Entry must be in English, be the original work of the entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the entry contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the entry, any and all releases and consents necessary to permit the use and exhibition of the entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person or any third-party who appears in or is identifiable in an entry. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Failure to provide such proof may, if requested, render entry null and void. By submitting, an entry entrant warrants and represents that he/she and the person or third-party who appears in or is identifiable in the entry consent to the submission and use of the entry in the Contest and to its use as otherwise set forth herein.

By submitting an entry, entrant hereby grants permission for the entry to be posted on www.freihofersrun.com or other websites and used in press materials. Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of entries by

third parties. Released Parties do not guarantee the posting of any entry and may remove a posted entry at any time.

JUDGING PERIOD: All eligible entries received throughout the Contest Period will be judged based on the following criteria: (i) matching the theme – expressing the focus on women, empowerment, community, diversity and running/walking associated with the Freihofer’s Run for Women (60%); (ii) originality of poster (20%); (iii) impact of the piece (10%); and (iv) proper spelling and grammar (10%) (the “Judging Criteria”). The one (1) entry with the highest score will be deemed the potential Grand Prize winner, subject to verification of eligibility and compliance with these Official Rules. In the event of a tie, an additional, “tie-breaking” judge will determine the potential winner based on the criteria listed herein. Sponsor reserves the right not to award the prize if, in its sole discretion, it does not receive a sufficient number of eligible and qualified entries.

WINNER NOTIFICATION: Sponsor’s decisions are final and binding on all matters relating to this Contest. Potential winner (the parent or legal guardian – not the student) will be notified by phone, email and/or mail approximately three (3) business days following the judging procedure and will be asked to respond within two (2) business days and provide their full name, telephone number (including area code), date of birth, date of birth, mail and/or email address. Potential winner may also be required to complete an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law) and any other documents required by Sponsor, which must be returned within three (3) business days of initial notification. Return of notification as undeliverable, failure to sign and return requested documentation within the specified time period, the inability of Sponsor to contact potential winner within a reasonable time period or noncompliance with these Official Rules by the potential winner will result in disqualification and, at Sponsor’s sole discretion, an alternate winner may be selected using the judging criteria above and notified.

GRAND PRIZE (1): The winner will receive \$500, awarded in the form of a check. Approximate Retail Value (“ARV”) of Grand Prize: \$500.

Prize is awarded “as is” with no warranty or guarantee, either express or implied by Sponsor. Winner may not substitute, assign or transfer prize or redeem prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute a prize (or portion thereof) with one of comparable or greater value. All prize details are at Sponsor’s sole discretion. All federal, state and local taxes and all other costs associated with prize acceptance and use not specified herein as being provided, including but not limited to any/all transportation to/from the race, accommodations, luggage fees, meals, souvenirs and gratuities are the sole responsibility of the winner.

LICENSE/USE OF ENTRIES: By submitting an entry, and to the extent allowed by law, you grant the Released Parties a perpetual, worldwide, royalty-free, non-exclusive, sub licensable, unconditional and transferable license to edit, modify, cut, rearrange, add to, delete from, reproduce, encode, store, modify, copy, transmit, publish, post, broadcast, display, adapt, exhibit and/or otherwise use or reuse your entry, name, photo, caption, post, tweet and biographical material including, but not limited to, all materials submitted in connection with the Contest in any and all media, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation to entrant or any third party.

GENERAL CONDITIONS: By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor and judges, which shall be final and binding in all respects relating to this Contest; (b) to release, discharge and hold harmless Sponsor, their affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Contest or any Contest related activity or the acceptance, possession, use or misuse of any awarded prize; and (c) to the use of his/her name, voice, performance, photo, social media account ID, prize information, image and/or likeness for programming, advertising, publicity, trade and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so. By participating, participant also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Contest without the prior consent of the Sponsor, which either may withhold in its sole discretion.

MISCELLANEOUS: Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled entries or essays; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, essays, the announcement of the winner, or in any other Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Contest or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries/photos will be void. Should any portion of the Contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention 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 Contest and, if terminated, at its discretion, select the potential winners in using the judging criteria above from all eligible, non-suspect entries received prior to action taken. In the event of a dispute regarding entries received from multiple users having the same email account, the authorized subscriber of the email account at the time of entry will be deemed to be the entrant and must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned to the applicable account by the applicable email service provider. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

ARBITRATION: Except where prohibited by law, as a condition of participating in this Contest, participant agrees that (1) any and all disputes and causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the participant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Contest), and participant further waives all rights to have damages multiplied or increased.

CHOICE OF LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the Commonwealth of Pennsylvania, USA.

WINNER'S NAME: For the first name, last initial and county of the winner (available after May 1, 2023) send a self-addressed, stamped envelope to: Freihofer's Run for Women® Poster Contest Winner, 255 Business Center Drive, Horsham, PA 19044 for receipt no later than June 1, 2023.

SPONSOR: Bimbo Bakeries USA, Inc., 255 Business Center Drive, Horsham, PA 19044.

ABBREVIATED RULES FOR USE ON POINT OF SALE MATERIALS, PRODUCT PACKAGING, AND ONLINE ADVERTISING ONLY. PLEASE DETACH THIS SECTION FROM FULL OFFICIAL RULES ABOVE

No Purchase Necessary. Begins 9:00 AM ET on 3/10/23 ends 9:00 PM ET on 4/21/23. Open to legal residents of the 50 U.S. & D.C. who are (i) 21 years of age or older; and (ii) the parent or legal guardian of a child in 6th through 12th grade in a public or private school (or home schooled) in Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren or Washington county at the time of entry. Void where prohibited. Subject to Official Rules, available at www.freihofersrun.com. Sponsor: Bimbo Bakeries USA, Inc., 255 Business Center Drive, Horsham, Pennsylvania 19044.