

FRANZ BAKERIES TEACHER APPRECIATION CONTEST OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

Participation constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules. The "Teacher Appreciation" Contest begins at 12:00 p.m., Pacific Standard Time ("PST") on March 25th, 2019 and ends at 11:59 p.m., ("PST") on April 22nd, 2019 ("Contest Period"). Contest is sponsored by Franz Family Bakeries, 315 NE 10th Street, Portland, OR, 97232. (the "Sponsor"). **ELIGIBILITY:** The "Teacher Appreciation" Contest ("the Contest") is open to "Nominators" (Participant who completes the Submission) and "Nominees" (subject matter of the Submission). Nominators must be legal residents of the states of Washington, Oregon, Idaho, Montana, Wyoming, Utah, Alaska and Butte, Humboldt, Siskiyou, Shasta, Trinity and Los Angeles counties in the state of California and who are 18 years of age or older as of March 25th, 2019. Nominees must be an employed teacher in the same aforementioned states and counties and whom the Nominator is personally acquainted with. The Nominator must have Nominee's permission prior to completing the nomination. Employees, officers and representatives of Franz Family Bakeries (the "Sponsor"), their parents, affiliates, subsidiaries, agents, advertising and promotion agencies, their immediate family members (parents, children, siblings and spouses) and persons living in the same household (whether related or not), are not eligible to participate in the Contest as either a Nominator or Nominee. Participation constitutes entrant's full and unconditional agreement to and acceptance of these official rules. **Void where prohibited by law.** **TIMING:** The Contest Period consists of a Submission Phase (the "Submission Phase") and a Judging Phase (the "Judging Phase") as set forth as follows: **Submission Phase:** March 25th, 2019 at 12:00 a.m. PST through April 22nd, 2019

at 11:59 p.m. PST. **Judging Phase:** April 23rd, 2019 at 12:00 a.m. PST through April 28th, 2019 11:59 p.m. PST. **HOW TO ENTER:** During the Submission Period, participants may nominate a teacher from any of the aforementioned states and counties that they believe is deserving of being one of the eighteen (18) winners to receive a \$500 cash prize.

Participants must visit the sponsor's website at www.franzsupportsteachers.com and complete all requested information on the entry form which will include some questions about their Nominee. They will also submit an essay that illustrates why they chose this Nominee for the "Teacher Appreciation". Once submitted, the Submission, cannot be deleted, canceled or modified. **LIMIT one (1) Submission per person, per email address.** All entries must be received by the Submission closing date 11:59 pm PST on April 22nd, 2019. Once submitted, a Submission cannot be deleted, canceled, or modified. Any violation or attempt to violate this restriction may cause Sponsor to disqualify all of such entrant's eligible Submissions. Each properly completed and received Submission will receive one (1) Submission into the Contest. Incomplete submissions, or those containing incorrect information or those which do not follow the Official Rules will be voided. Proof of sending a submission will not be deemed to be proof of receipt by Sponsor. By participating in this Contest, entrants agree to be bound by these Official Rules and the decisions of the Sponsor which are final and binding in all matters relating to the Contest. By entering this Contest, entrants agree that each Submission becomes the property of Sponsor and that the Sponsor may use such Submission for any proper purpose, including, without limitation, for Sponsor's advertising/promotional purposes. Any personally identifiable information collected during an entrant's participation in this Contest will be collected by Sponsor and used by Sponsor, its respective affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Contest as described in these Official Rules and shall be used by Sponsor to provide entrants with promotional offers and product information. **SUBMISSION GUIDELINES:** Essay Submissions must not exceed 100 (one hundred) words and must be in English. The Submission must be the original work of the person who entered, created and uploaded the submission. By entering a Submission, each Participant guarantees that he or she is the author and copyright holder of the Submission and that all content described in the submission is truthful and accurate. The Participant

must also guarantee that they have obtained permission and rights to use any content in the Submission that identifies the Nominee as well as the Nominee's partner, friends, family members, employees or volunteer staff. Sponsor will not assist any Contestant with the development or creation of a Submission. In addition, by entering, each Contestant represents and warrants that the Submission (i) does not infringe any other person's or entity's rights; and (ii) has not been submitted previously in a Contest of any kind.

Additionally, Contestant represents and warrants that he or she will not have and will not acquire any trademark rights, copyrights, or any other rights in or to Sponsor's trademarks, trade names, logos or other intellectual property. Sponsor specifically reserves all its rights to protect its intellectual property against any infringement or other illegal or improper use. The Sponsor, in its sole discretion, may remove a Submission and disqualify any entrant from the Contest if it believes that the Submission fails to conform to the Submission Guidelines contained in these Official Rules. Entries may not contain any of the following: i) content which includes or constitute trademarks, trade names or copyrighted works created or owned by any person or entity other than entrant; ii) content which may be inappropriate for a general audience; iii) content which is derogatory to Sponsor, or any affiliated entity or person; iv) content which does not comport with the Submission Guidelines. Submissions which do not conform to these Submission Guidelines will be disqualified. Sponsor further reserves the right, in its sole and unfettered discretion, to disqualify and remove any Submission which does not comply with any requirement of the Contest. **JUDGING**

PHASE: All Submissions will be reviewed by a qualified panel of judges, selected by the Sponsor, to ensure that they comply with the Submission guidelines outlined in these Official Rules. Judges will evaluate all eligible Submissions based on the following objective criteria: 30% on individuality/uniqueness, 30% on inspirational and 40% on compelling. In the event of a tie, judges will use the score for compelling to break the tie. The Submissions with the eighteen (18) highest scores will be the potential Grand Prize winners and the Nominators of these Submissions will be notified. **CONDITIONS:** Submissions which are deemed inappropriate, indecent, obscene, or disparaging of the Sponsor, as determined by Sponsor in its sole discretion, will be disqualified. Proof of submission or sending is not proof of receipt by Sponsor. All Submissions become the exclusive property of Sponsor and

none will be acknowledged or returned. Sponsor shall have the right to edit, adapt and publish any or all of the Submissions, and may use them in any media in association with the Contest without attribution or compensation to the Participant, his/her successors or assigns, or any other entity unless prohibited by law. Entry of a Submission in this Contest constitutes Participant's irrevocable assignment, conveyance, and transference to Sponsor of all right, title, and interest in the Submission, including, without limitation, all copyrights. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, or misdirected Submissions, which are void. **PRIZES:** Eighteen (18) Grand Prizes will be awarded that each includes a \$500 cash prize for the Nominee and a year's supply of bread (52) loaves for the Nominator. Approximate Retail Value (ARV) of bread is \$250. Total prize pool ARV is \$13,500. **PRIZE VERIFICATION & CONDITIONS:** The Participant that completed the Submission with the eighteen (18) highest scores will be notified by email and/or telephone on or about April 29th, 2019. Additional information will be requested from Nominator at that time in order to contact the Nominees. Grand prizes may not be awarded in the event an insufficient number of eligible entries are received that meet the minimum criteria established by the judges. By accepting the Grand Prizes, each recipient agrees to release the Sponsor from any and all liability whatsoever for any injuries, losses, or damages of any kind caused by entering the promotion or for damages of any kind caused by any prize or resulting from acceptance, possession, or use/misuse of prize awarded. All local, state and federal taxes are solely the responsibility of winners. No substitution or transfer of prize or election of cash in lieu of prize will be permitted. The Sponsor reserves the right at its sole discretion to substitute any prize package with another prize of equal or greater value in the event that the prize (or any component thereof) is not available. If a prize or prize notification is returned as unclaimed or undeliverable to a potential winner, if potential winner cannot be reached within three (3) calendar days from the first notification attempt, or if potential winners fails to return any required document within the specified time period, or if a potential winner is not in compliance with these Official Rules, then such person shall be disqualified and an alternate winner may be selected for the prize at issue. **GENERAL:** By accepting the Grand Prize, where permitted by law, winners grant to the Sponsor its parent, subsidiaries and related companies, and those acting pursuant to

the authority of Sponsor (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time the recipient's full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. IN NO EVENT WILL SPONSOR , THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, ADVERTISING AND PROMOTION AGENCIES, DEALERS, DISTRIBUTORS, SUPPLIERS, PRIZE PROVIDER AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZES. By participating, entrants release and agree to hold harmless the Sponsor, their respective parents, affiliates, subsidiaries, advertising and promotion agencies, dealers, distributors, suppliers, Prize provider and their respective directors, officers, employees, representatives and agents from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize(s). Winner acknowledges that Sponsor have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize. **INTERNET LIMITATIONS OF LIABILITY:** If for any reason this contest is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right, at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel,

terminate, modify or suspend the Contest in whole or in part, at any time, without notice and award the prizes using all non-suspect eligible entries received. No responsibility is assumed for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, or for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in the Contest or downloading any materials in the Contest. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON (S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute as to the identity of a winner based on an e-mail address, the winning entry will be declared made by the authorized account holder of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. **USE OF DATA:** Sponsor will be collecting personal data about entrants including e-mail addresses from entry forms in accordance with its Privacy Policy. Please review the Sponsor's Privacy Policy at the following link: <http://franzbakery.com/privacy>. By participating in the Contest and providing your e-mail address, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy. **DISPUTES:** Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by

the appropriate court located in the State of Oregon. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Oregon, without giving effect to any choice of law or conflict of law rules (whether of the State of Oregon or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Oregon. **Recipient List Requests:** To request confirmation of the name and address of the top recipient please send a self-addressed, stamped business size envelope, by May 31st, 2019, to: Franz Bakeries Teacher Appreciation Winners List ATTN: Franz Marketing, PO Box 14769, Portland, OR 97293-0769. **SPONSOR:** Franz Family Bakeries, 315 NE 10th Street, Portland, OR, 97232.