

PrimoCares ‘Christmas in July’ Judging Contest
Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. THE FOLLOWING CONTEST IS OPEN ONLY TO QUALIFIED PERSONS (AS DEFINED IN THE OFFICIAL RULES (“OFFICIAL RULES”) BELOW). VOID ELSEWHERE AND WHERE PROHIBITED. DO NOT PARTICIPATE IN THE CONTEST IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.

Contest Name: PrimoCares ‘Christmas in July’ Judging Contest (the “Contest”).

Contest Dates:

- **Contest Registration and Nomination Period** is scheduled to begin at 12:00:01 am Eastern Time (ET) on 7/1/2023 and ends at 11:59:59 pm (ET) on 7/27/2023 (the “Registration and Nomination Period”).
- **Contest Judging Period** is scheduled to begin on 7/7/2023, (the “Judging Period”) per the Judging schedule below.

Who may Submit Nominations: Nominations may be submitted only by legal U.S. residents of DE, FL, MD, NC, NJ, PA, and SC, who are age 18 or older as of date of entry, and have a valid U.S. driver’s license or government issued photo ID (each an ‘Entrant’), except the following persons who are not eligible to enter or win:

- (a) Employees, officers, and directors of **PrimoHoagies Franchising, Inc.** (“Sponsor”), **Million Dollar Media** (the “Administrator”), and each of the foregoing’s respective franchisees, owners, employees, contractors, parents, affiliated companies, subsidiaries, distributors, retailers, wholesalers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this promotion (collectively, “Released Parties”), owners or employees of liquor-licensed distributors, retailers, wholesalers, and the members of the immediate families or households, whether or not related, of any of the above. “Immediate family members” includes, for purposes of this promotion, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grand children (including step grand children) and each of their respective spouses, regardless of where they reside.

How to Submit a Nomination: Visit **TBD URL** during the Registration and Nomination Period, and fully complete the online registration form with all required information, including your full name, valid email address, full address, phone number (*including area code*), plus the following information about the ‘person in need’ you are nominating: full name, state of residence, and age (the “Nominee”). **IMPORTANT:** In order to be eligible to win, Nominees must be a human being who is 18 years of age or older, and be a legal U.S. resident of DE, FL, MD, NC, NJ, PA, and SC. **You may not nominate yourself or member of your household.**

To complete a nomination, you must provide a short essay which is 250 words or less (‘the Essay’), describing why you feel your Nominee should be the recipient of a grand prize (see grand prize details below) and an optional photo of the nominee or a photo that supports the reason they are being nominated (“Photo”).

All Essays and Photos received become the sole and exclusive property of the Sponsor and will not be returned. By submitting a nomination, you agree that you may be contacted, recorded and/or broadcast by Sponsor, and that your Nominee Essay and Photo (collectively, your “Submission”) becomes the sole and exclusive property of Sponsor, and Sponsor may publish, display, promote, or utilize the Submission in any manner of its choosing in relation to the Contest or advertising of the Contest or Sponsor. If for any reason, your Submission does not become the sole and exclusive property of Sponsor, you hereby irrevocably assign the rights, title and interest to the Submission to Sponsor without additional consideration in perpetuity. By making any Submission, you grant permission for the Sponsor and its designees to use your Nominee’s name, city and state of residence and/or likeness for purposes of advertising and trade in any and all media now or hereafter known worldwide in perpetuity without limitation or further compensation, notification or permission, unless prohibited by law. Any Submissions containing any disparaging, vulgar, inflammatory or otherwise inappropriate content as solely determined by Sponsor shall be disqualified.

By making any Submission, you (a) affirm that all content in your Submission is original and does not contain any copyrighted or plagiarized material, (b) agree that Sponsor may (but is not obligated to) read any Submission on the air, publish it in any form of media, or post it on its website (in whole or in part, edited or unedited) and use it as the subject of commentary, humorous or otherwise, (c) waive any right to make any claim against Sponsor with respect to any disparaging or other comment made about the Submission, and (d) hereby agree to indemnify and hold Sponsor and Released Parties harmless from any and all claims, demands, complaints, loss, damage or expenses (including without limitation reasonable attorneys’ fees) resulting from the information/content contained in your Submission about yourself, your Nominee, or any other person mentioned or referenced therein (including, without limitation, if the information/content is communicated by Sponsor verbatim or in any paraphrased form). Sponsor reserves the right to verify the truthfulness of any content in any Submissions.

Sponsor reserves the right to (but not the obligation) to post some or all of the content of Submissions on the Contest website or print advertising, in whole or in an edited form (in Sponsor's discretion). Having your Essay/Submission posted does NOT mean that your Nominee has won or is likely to win this Contest. The decision to post any Submissions/Essays is for entertainment and informational purposes only and is not part of the winner selection process in this Contest.

IT IS YOUR SOLE RESPONSIBILITY TO CHECK IN ADVANCE WITH YOUR NOMINEE TO DETERMINE WHETHER OR NOT YOUR NOMINEE WISHES TO BE NOMINATED, AND WHETHER THE NOMINEE INTENDS TO ACCEPT THE PRIZE IN THE EVENT OF WINNING.

After having read and agreed to these Official Rules, click the submit button to submit your Submission. All Submissions received must be fully complete for all required information. Any Submission with an invalid email address or other incomplete or inaccurate information will be disqualified. **Maximum of one (1) nomination per person and per email address.** In the event an Entrant submits more than one (1) nomination, only the first nomination submitted by the Entrant will be eligible. All Submissions must be received by 11:59:59 p.m. ET on **7/27/2023** to be eligible.

Any incomplete or illegible Submissions will be disqualified. Released Parties are not responsible for lost, late, misdirected, illegible, incomplete, invalid, unintelligible, or damaged Submissions, or for Submissions submitted in a manner that is not expressly allowed under these rules, or for any Submission not submitted or received due to any technical error or failure, unauthorized human intervention, inaccurate capture or mis-entry of any required information, or the failure to capture any such information or effects of hackers or failure of any electronic equipment, computer or cellular transmissions and/or network connections; all of which will be disqualified.

In the event of a dispute as to the identity of any person making a Submission, the authorized account holder of the e-mail address used to register for such action on the Contest website will be deemed to be the registrant and he/she must be eligible according to these Official Rules. The "authorized email account holder" is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. Proof of being the authorized account holder may be required.

No mechanically reproduced or automated Submissions are permitted. Use of any automated system to participate is prohibited and will result in disqualification and all such Submissions will be deemed void. By submitting any Submission, you agree to be bound by & abide by the official rules of the Contest.

General Photo Submission Requirements (if submitting a Photo):

- Each Photo must be submitted in a file format accepted by the Contest website
- Must be the Entrant's own original Photo and must not have been previously entered into any Contest;
- Any Entry containing a Photo that is not properly submitted or received for any reason, including any technical difficulties, upload failures; failures to save or properly store the photo; busy signals, efforts of hackers; or any lost or disconnected internet connections, will be disqualified.

Additional Photo Submission Requirements: Sponsor reserves the right in its sole discretion, to disqualify any Photo Submission for any reason that it considers to not be appropriate for the Contest. Photo restrictions include, but are not limited to, the following requirements:

- not be, or ever have been, submitted in any competition or contest of any kind;
- not be subject to any third party agreement or require payment or incurrence of any sums to obtain further permissions of any person or entity as a result of its use or exploitation of the idea or rights therein or portions, or modified versions or derivative works thereof;
- except as relates to the Sponsor's brand, not include trademarks, logos, or copyrighted material not owned by Entrant (including but not limited to company names, photographs, works of art, or images published on any media) or that otherwise infringes or violates the rights of any third party (including but not limited to, copyrights, trademarks, patents, trade secrets, logos, contract and licensing rights, rights of publicity or privacy, moral rights (i.e., "droit morale"), or any other intellectual property rights);
- not feature, refer to, or mention any companies or brands in competition with Sponsor;
- not include any unauthorized Photos or plagiarism of any kind;
- not be considered harmful to minors in any way;
- not contain nudity, inappropriate, indecent, sexually explicit, pornographic, or obscene content or images (which shall be determined by Sponsor, in its sole and absolute discretion);
- not contain any political or politically themed or motivated messages, statements, or images;
- not defame, slander, libel, misrepresent, or contain disparaging remarks or any other content that could adversely affect the name, reputation, or goodwill of Sponsor or any other individuals and/or entities affiliated

or associated with Sponsor, the Contest, or any prizes, the determination of which shall remain in the sole discretion of Sponsor;

- not depict or include images that may be considered unlawful, harmful, threatening, violent, abusive, harassing, tortuous, defamatory, vulgar, libelous, invasive of another's privacy, hateful, or racially, religiously, ethnically or otherwise objectionable in any manner as solely determined by Sponsor;

Contest Judging Period: During the Judging Period, a panel of judges (the 'Judges') as solely determined and appointed by the Sponsor shall review, select and designate one (1) potential Nominee winner for each of the eight (8) Judging Periods (each a 'Potential Nominee Winner') – see below. Non-winning entries will roll over to the next Judging Date, if any. Entries not received by the deadlines below will not be entered into the associated Judging Date. If eligible entries are less than the scheduled number of prizes available, then associated prize award(s) shall not be awarded.

Entry Period	Entry Period Start Time	Entry Period End Time	Judging Date	Number of Potential Winners Selected
1	7/1/2023 at 12:00:00 am ET	7/6/2023 at 11:59:59 pm ET	7/7/2023	1
2	7/1/2023 at 12:00:00 am ET	7/13/2023 at 11:59:59 pm ET	7/14/2023	1
3	7/1/2023 at 12:00:00 am ET	7/20/2023 at 11:59:59 pm ET	7/21/2023	1
4	7/1/2023 at 12:00:00 am ET	7/27/2023 at 11:59:59 pm ET	7/28/2023	1

Nominees shall be judged pursuant to the following general guidelines, requirements and criteria. Each of the following categories shall represent how the Potential Nominee Winners are determined:

- 50.0%: Quality of Essay
- 50.0%: Emotional Response from Judges

All other entries are disqualified, and ineligible to claim any prize. Potential Nominee Winners are non-transferable.

Decisions of the Administrator and Judges in the selection and determination of Potential Nominee Winners (including any tie -breaker if necessary) and all matters relating to this Contest are final and binding. Each Entrant who nominated a Potential Nominee Winner (each a 'Potential Entrant Winner') will be notified initially by phone beginning on or about the Judging Date as listed above. If the Administrator is unsuccessful in its attempt to reach and speak directly with a Potential Entrant Winner after three (3) attempts over a 24-hour period to the phone number listed on the online registration form for that Entrant, then that Entrant may be disqualified and an alternate Potential Entrant Winner may be determined from the remaining Nominee entries per the judging process procedures outlined above. **Note: messages may or may not be left during the notification process.**

During the notification phone call to the Potential Entrant Winner, the Entrant must confirm his/her eligibility, and indicate his/her willingness to accept their portion of the grand prize. Each Potential Entrant Winner will then be sent official notification via email, and/or certified or overnight mail delivery.

Sponsor reserves the right to request name, email address, and phone number of up to two (2) references ("Reference(s)") who can verify the credibility of the potential Nominee Winner. References must be 18 or older and not a household member or immediate relative of the Potential Entrant Winner or Potential Nominee winner. If the Administrator is unsuccessful in its attempt to reach and speak directly with a Reference after two (2) attempts over a 48-hour period to the phone number provided to the Administrator, or a Reference provides feedback regarding a Potential Nominee Winner which the Sponsor determines in its sole discretion that awarding the prize to such Nominee might reflect negatively on Sponsor, put Sponsor in danger, then that Entrant & Potential Nominee may be disqualified, and an alternate Potential Entrant Winner may be determined from the remaining Nominee entries per the judging process procedures outlined above. **Note: messages may or may not be left during the notification process.** Decisions of the Administrator in determination of References and their validity are final and binding. Administrator reserves the right request contact information of Potential Nominee Winner from Potential Nominee Entrant to confirm eligibility and acceptance of prize from Potential Nominee Winner.

If any selected Potential Entrant Winner or Potential Nominee Winner does not meet the eligibility requirements or elects to decline the prize, or Potential Entrant Winner does not provide valid contact information of Potential Nominee Winner as determined by Sponsor, both the Entrant and Nominee will be disqualified and, an alternate grand prize winning Entrant and Nominee will be selected based on the judging process outlined above. Any disqualified Entrant and

Nominee will not receive any alternate prize substitution or compensation.

All of the following will apply to each Potential Entrant Winner and Potential Nominee Winner: 1) If requested by Sponsor or Administrator, each winner will be required to complete and return, within 1-day of receipt, a Prize acceptance form, an affidavit of eligibility including shipping address for prize, and a liability/publicity release (where permitted) signed by both the Potential Entrant Winner and Potential Nominee Winner; 2) Potential Entrant Winner and Potential Nominee Winner may be required to present a copy of a valid social security card and a valid driver's license as a condition of participating or receiving any Prize; and 3) Potential Entrant Winner and Potential Nominee Winner will be responsible for paying all applicable taxes (including, but not limited to all local, state and federal taxes) on all Prizes awarded. Failure to collect or properly claim any Prize in accordance with these rules will result in forfeiture of the Prize. If forfeited for any reason, Potential Entrant Winner and Potential Nominee Winner will not receive any other Prize substitution or compensation, and the Prize will remain the property of Sponsor and will not be awarded, except as provided herein. Limit of one (1) Prize per Entrant and Nominee.

NOTE: If any prize winner is 18 years of age but still considered a minor in his/her jurisdiction of residence, Sponsor shall award the prize in the name of his/her parent or legal guardian who must accept the prize on behalf of the winner, and who will be responsible for completing all required winner prize acceptance documents and fulfilling all requirements imposed on winner set forth herein.

Entrant Grand Prize Award: a confirmed Entrant Winner shall be awarded the following:

- One (1) \$100 PrimoHoagies gift card, subject to terms and conditions of PrimoHoagies gift card policies.

Nominee Grand Prize Award: a confirmed Entrant Winner and their Nominee shall each be awarded the following:

- One (1) \$1,000 retailer gift card, subject to terms and conditions of retailer gift card policies.

Prize is subject to guidelines and policies of designated gift card company. Terms and conditions apply to gift cards. Sponsor reserves the right, in its sole discretion, to award multiple gift cards in varying denominations to satisfy the total amount to be awarded.

Total ARV of all available prizes:\$4,400. Winners must take delivery of prize award as specified by Sponsor or Administrator, and may include a presentation of prize for winning Nominee and Entrant at a designated Sponsor location. Prize does not include any other costs or expenses associated with prize redemption, delivery or use. All federal, state and local taxes are the winner's sole responsibility.

All prizes are awarded as is, without any warranty, express or implied, by Sponsor. All prize awards are non-transferable and no cash redemption or prize substitution allowed, except at Sponsor's sole discretion or as provided herein. Sponsor reserves the right to substitute a prize of comparable or greater value, at its sole discretion, if any advertised becomes unavailable. Failure to collect or properly claim prize in accordance with these rules will result in forfeiture of the prize. All properly claimed prizes will be awarded. Any unclaimed prizes will not be awarded.

All prizes requiring delivery ("Shipped Prize(s)") will be shipped to each confirmed Entrant Winner and their Nominee at the address listed on his/her signed prize acceptance documents. All Shipped Prizes will be delivered by U.S. Postal Service or common carrier of Administrator's choosing, and Shipped Prizes will be deemed delivered to the winner once a Shipped Prize is delivered by Administrator to the U.S. Postal Service or other common carrier of Administrator's choosing. Sponsor and Administrator will not be responsible or liable for a late, delayed, lost, stolen, undeliverable or damaged Shipped Prizes once delivered to the U.S. Postal Service or other common carrier, for any loss or damages relating to delivery, use, or misuse of a Shipped Prize, or for any Entrant or their Nominee who incorrectly entered their actual address during the prize acceptance process. Please allow 2-4 weeks for delivery of Shipped Prizes.

Additional Rules & Restrictions: By participating, entrants agree to abide by and be bound by the Official Rules and the decisions of the Sponsor and Administrator, which shall be final in all matters relating to this Contest. In the event an entrant wins a prize, and is later found to be in violation of these rules he/she will be required to forfeit the prize or to reimburse Sponsor for the stated value of the prize if such violation is discovered after winner has used the prize. Participation in Contest constitutes permission for the Sponsor and its designees to use entrants' names, cities and states of residence and/or likenesses for purposes of advertising and trade in any and all media now or hereafter known worldwide on perpetuity without limitation or further compensation, notification or permission, unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for any prize.

By participating, entrants agree to hold all Released Parties harmless from any claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to entrant's participation in this Contest, or the acceptance, possession or use/misuse of any prize, or participation in prize-related activities (including but not limited to travel or activity related thereto), and to assume all liability therefor.

Released Parties shall not be liable to winner or any other person for failure to supply the prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Released Parties' sole control.

Participants are restricted to use of ordinary and typical computer equipment, mobile phone equipment, Internet access and cellular networks. Sponsor disclaims all liability for the inability of a participant to complete or continue an entry due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Sponsor's control, or otherwise. Release Parties disclaim any liability for received entries due to technical difficulties or transmission errors. Release Parties disclaim all liability for any delays, mis-delivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. Released Parties are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Contest, and any injury or damage to entrant's or any other person's computer or mobile phone related to or resulting from participating in or downloading any information necessary to participate in the Contest. Released Parties are not responsible for any other errors of any kind, whether computer, technical, typographical, printing, human or otherwise, relating to or in connection with the Contest, including, without limitations, errors which may occur in connection with the printing or advertising of this Contest, administration or execution of the Contest, the cancellation of the game, the processing of entries or in the announcement of the prizes or prize winners. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the contest website.

Sponsor reserves the right to cancel, modify or terminate the Contest if, in the opinion of the Sponsor/Administrator in their sole discretion, fraud, misconduct or technical failures destroy or threaten the integrity of any portion of the Contest, if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Contest, if there is a change or cancellation of a game date(s), or if registration may not be conducted or completed for one or more game dates due to COVID-19 or any other reason. In the event of a change or cancellation of a game date(s), there may be no opportunity for any entrant to claim a prize for one or more weeks of this Contest, and there may be less than the scheduled number of Finalists for the opportunity to win the Grand Prize or Bonus Prize.

IN CASE OF DISPUTES: By participating, each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of New Jersey; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, and in no event will entrant be entitled to received attorneys' fees or other legal costs; and (3) 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. 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 this Promotion, shall be governed by, and construed in accordance with the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of State of New Jersey or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New Jersey.

Winner's Lists and Official Rules: A winner's list may be obtained by mailing a self-addressed stamped envelope to: PrimoCares Christmas in July Contest, P.O. Box 278, Woodbridge, NJ 07095. PLEASE SPECIFY which you are requesting, official rules or winners list. All requests must be received by 9/27/2023. Requests will be fulfilled after the winner is verified.

Contest Sponsor: This contest is sponsored by PrimoHoagies Franchising, Inc., 610 Ryan Ave, Unit 4, Westville, NJ 08093.

Contest Administrator: This contest is administered by Million Dollar Media, PO Box 278, Woodbridge, NJ 07095.