

## Athens Foods® The Flakery Contest Official Rules

Submitting an entry constitutes your full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor (Athens Foods, Inc.) and judges, which shall be final and binding on all matters relating to the Contest.

Open only to legal residents of the 50 United States and DC, who, as of date of entry, possess a valid state-issued ID and are of the legal age of majority in the state in which they reside. The contest starts 10/16/18 at 12:00pm EST and ends 11/30/18 at 11:59pm ("Entry Period"). Sponsored by Athens Foods, Inc. For Official Rules, visit <https://athensfoods.com/feeling-flaky/the-flakery/>.

**1. ELIGIBILITY:** Open only to legal residents of the 50 United States and DC, who, as of date of entry, possess a valid state-issued ID and are of the legal age of majority in the state in which they reside. Employees of Athens Foods, Inc. (the "Sponsor" or "Athens") and their subsidiaries, affiliates, licensees, officers, owners, distributors, retailers, advertising/promotion agencies, including, but not limited to, Mythic (the "Administrator") and their immediate family members (biological or step-parent, grandparent, child, sibling or spouse) and household members of each (whether related or not), are not eligible to participate or win. All federal, state, provincial, municipal and local laws and regulations apply.

**2. HOW TO ENTER:** To enter the Contest, during the Entry Period, click The Flakery button on the landing page at <https://www.athensfoods.com/feeling-flaky/> (the "Website") and upload a photo of your creation by clicking "upload" in the gallery feed and completing the on-screen form (submitting your full name, recipe and description, photo, ZIP code and email address) then clicking "submit". One can also enter by following @Athens\_Foods on Instagram and posting your submission on your personal Instagram account including your recipe and description, the hashtag #FeelingFlaky and following & tagging @Athens\_Foods. Entries submitted from the Website will be deemed to have been submitted by the authorized account holder of the e-mail address submitted at the time of the entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or 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. One entry is permitted per e-mail address, per day. Mechanically altered or reproduced entries are not eligible.

Entries submitted from Instagram will be deemed to have been submitted by the authorized account holder of the Instagram account used for submission at the time of the entry. Your Instagram profile **must be public** for your submission to be eligible and visible by the Sponsor. "Authorized account holder" is defined as the natural person who is assigned to the Instagram account. One entry is permitted per Instagram account, per day. Mechanically altered or reproduced entries are not eligible.

**3. ODDS OF WINNING:** During the entry period, three (3) finalists will be selected by the judging panel from the valid submissions based on the judges assessment of 1) originality, 2) visual appeal, and 3) flavor profile – judges can allocate bonus points for how you highlight phyllo's flaky goodness based on their discretion. At 11:59PM EST on November 30<sup>th</sup>, 2018 the submission period will end. Three (3) finalists will be selected and announced at 12:00pm EST on December 10<sup>th</sup>, 2018. For seven days the public will vote to determine the grand prizewinner (Grand Flakemaster) of a \$500 check. The remaining two finalists will each win a package containing cooking accessories and a cookbook. Voting will close at 11:59 PM EST on December 16<sup>th</sup>, 2018. Grand prizewinner (Grand Flakemaster) and two finalists will be announced at 12:00pm on December 17<sup>th</sup>, 2018. Limit one winner per email address or Instagram account throughout the duration of the campaign. Limit one vote per day.

**4. WINNER NOTIFICATION:** The finalists and winner will be notified by the e-mail address or Instagram account they used to enter the giveaway and will be required to sign and return an Affidavit of Eligibility and a Liability and Publicity release (except where prohibited by law) and assignment of rights via e-mail within four (4) days of the notification attempt, or prize will be forfeited and an alternate winner may be selected. Return of prize or prize notification as undeliverable may result in disqualification and an alternate winner will be selected. Once contacted, finalists and winner must provide the full recipe (if not previously provided) for their submission and evaluation as part of the voting criteria. By submitting the finalists and winner are giving full usage rights to Athens Foods to publish and distribute.

**5. PRIZES:** A total of three (3) prizes will be given away. The one (1) grand prize will be one (1) \$500 check. The two (2) runner-up prizes will each receive one (1) package containing cooking accessories and a cookbook valued at more than \$50. Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor subject to restrictions and expiration dates. Winners are responsible for all applicable federal, state, local municipal and provincial taxes and all other costs and expenses associated with their prize not specified herein as being awarded. No transfer or substitution of prize permitted by winner. No responsibility or liability is assumed for damages, losses or injury resulting from acceptance or use of prize. Acceptance of prize constitutes permission to use winners' names, recipes and submitted photos for promotional and advertising purposes without further compensation, except where prohibited by law. No cash redemption, substitution or transfer of prize permitted except at the sole discretion of the Sponsor, who reserves the right to substitute a prize of equal or greater value in the event the prize is unavailable. Limit one (1) prize per person/household. Prizes will be awarded provided at least three (3) unique eligible entries are received in the contest.

**6. GENERAL RULES:** By participating in the Contest, entrants agree to be bound by these Official Rules and the decisions of the Sponsor/Administrator. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. Entries become the property of the Sponsor. The Sponsor and its agencies and Administrator are not responsible for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in the Application or the Contest or by any human error which may occur in the processing of the entries in the Contest or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with the Application or Contest. In the event of a dispute as to any entry, the authorized account holder of the account used to register will be deemed to be the entrant. Winners may be required to show proof of being the authorized account holder of the account associated with the entry. Proof of entering information via the Application does not constitute proof

of delivery or receipt of such information. Sponsor and/or its Administrator (as identified in these Official Rules) are not responsible for the failure of any email or entry to be received by Sponsor/Administrator on account of technical problems or congestion on the Internet or at any website. The Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Contest or Application; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Contest or Application may be 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. If, for any reason, the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest or Application, then the Sponsor reserves the right at its sole discretion to cancel the Contest and select the applicable winners from among all eligible entries received per Weekly Entry Period (and all previous Weekly Entry Periods, if any) prior to cancellation. By participating in the Contest, the entrant agrees that Sponsor, Administrator, Instagram, their respective parents, subsidiaries, affiliated companies, agents, retailers, advertising and Contest agencies, and all of their respective shareholders, officers, directors, employees and assigns, members, representatives and agents, will have no liability whatsoever for, and will be held harmless by entrant for any liability for any bodily injury, loss, cost or damages of any kind to persons, including death and property, damages sustained due in whole or in part, directly or indirectly, from entry creation, the acceptance, possession, use or misuse of the prize or parts thereof, if applicable or participation in the Contest or participation in any Contest or related activity. By entering the Contest, you hereby represent and warrant that you have read these Official Rules and are fully familiar with its contents.

**7. PRIVACY POLICY:** Any personal information that entrants submit will be subject to Sponsor's Privacy Policy. Sponsor may use the information entrants submit to

offer them information on other offers or services. For a copy of Sponsor's Privacy Policy, please visit <https://athensfoods.com/about/privacy-policy/>.

**8. DISPUTES:** Entrants 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 Cuyahoga County, Ohio in the United States. 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 Ohio in the United States, without giving effect to any choice of law or conflict of law rules (whether of Ohio or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Ohio in the U.S.

**9. SPONSOR:** The Sponsor of the Contest is Athens Foods, Inc., 13600 Snow Rd, Brook Park, OH 44142. The sponsor takes full and complete responsibility for the liability of this contest without exception. The Administrator of the Contest is Mythic, 200 South Tryon Street, Charlotte, NC 28202.

The Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram. You understand that you are providing your information to Sponsor and not to Instagram. By entering, entrants confirm that they release Instagram of responsibility, and agree to Instagram's terms of use.