

**BOB EVANS® FARMS and JEWEL-OSCO MASHED POTATO DAY SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES, OR TO CLAIM A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

THESE OFFICIAL RULES CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST THE SWEEPSTAKES SPONSOR OR SWEEPSTAKES ADMINISTRATOR (EACH, AS DEFINED BELOW) TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST THE SWEEPSTAKES SPONSOR OR SWEEPSTAKES ADMINISTRATOR ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

The Bob Evans Farms and Jewel-Osco Mashed Potato Day Sweepstakes (the “Sweepstakes”) begins at 12:00:00 a.m. Eastern Time (“ET”) on October 1, 2024, and ends at 11:59:59 p.m. ET on October 31, 2024, such period referred to herein as the “Sweepstakes Period.” The Sweepstakes is sponsored by Bob Evans Farms, LLC (the “Sweepstakes Sponsor”). The Sweepstakes is administered by MorganMyers, LLC (the “Sweepstakes Administrator”). The Sweepstakes Administrator’s computer is the official clock for the Sweepstakes.

1. **How to Enter:** To enter during the Sweepstakes Period, an eligible entrant (see “Eligibility” below) must: (a) go to [<https://bobevalgrocery.com/mashed-potato-day/>] or scan a QR code on Jewel-Osco print ads advertising the Sweepstakes, (b) scroll down to find the sweepstakes entry form embedded into the webpage (c) complete the required fields, including your name and email address, and (d) check the box agreeing to these Official Rules and click “Submit”.

When you provide your email address in connection with entering the Sweepstakes, the Sweepstakes Sponsor and Sweepstakes Administrator may request your affirmative consent in order to provide promotional emails or offers. You are not required to give consent to receive such emails or offers in order to be eligible to enter the Sweepstakes. Even if you consent, you may subsequently opt out of receiving such emails or offers by following the procedures described within such emails.

Limit to one (1) entry per person and per email address, during the Sweepstakes Period. Participation in the Sweepstakes is voluntary and does not require you to purchase anything from the Sweepstakes Sponsor or Sweepstakes Administrator. No illegible, incomplete, forged or altered entries will be accepted. All entries must be received during the Sweepstakes Period. Mechanically produced or reproduced entries or any entries generated by macro, bot, script, or any other programmed or automated means are void and will not be accepted. All entries become the property of the Sweepstakes Administrator and will not be returned. Submitted entries will not be

acknowledged. Proof of submission of an entry does not constitute proof of receipt by Sweepstakes Administrator. Participation by you on behalf of any other individual, made by another on your behalf, or originating at any online service other than as specifically described above (including, without limitation, through a commercial promotion subscription, notification, or entering service) will be declared invalid and disqualified for this Sweepstakes. All entries are subject to the Sweepstakes Administrator's Privacy Policy located at <https://www.bobevansgrocery.com/privacy-and-legal/>.

2. Prize: There will be ten (10) prize winners (the “Winners”) who will receive a prize (the “Grand Prize”) consisting solely of twelve (12) coupons for free Bob Evans Mashed Potatoes products valid at Jewel-Osco stores. Coupons will be awarded in a form determined by Sponsor in its discretion on a monthly basis.

Odds of winning are affected by the number of eligible entries received.

The Grand Prize in this Sweepstakes will be awarded to the person included on the entry form, subject to the requirements set forth in these Official Rules – including in the “Eligibility” section below. In the event that the person identified by a potential Winner is, for any reason, ineligible, unable, or unwilling to accept the Grand Prize, Sponsor may – in their sole discretion – either (a) disqualify the potential Winner and select an alternate potential Winner from among the remaining eligible entrants or (b) permit the original potential Winner to select an alternate person as potential recipient of the Grand Prize, subject to the requirements set forth in these Official Rules.

All entrants agree that information, including these Official Rules, provided by Sweepstakes Sponsor or Sweepstakes Administrator is not advice, including but not limited to, tax advice or legal advice, and every entrant is advised to consult a professional, including a tax professional. All portions of prizes are subject to availability and change.

All prize details not expressly identified in these Official Rules or other Sweepstakes materials will be determined by Sponsor in its sole discretion. (Images of a prize in a Sweepstakes advertisement or any other Sweepstakes materials are for illustrative purposes only and may not reflect the actual prize to be awarded. If applicable, admission tickets and gift cards are subject to additional terms and conditions imposed by their issuer as specified thereon or in their accompanying materials. Allow three to four weeks after receipt and verification of all required Prize Winner Documents (defined below) from the Winner for distribution of prize. There is no substitution, cash equivalent or transfer of prizes allowed. The Sweepstakes Sponsor and Sweepstakes Administrator reserve the right to substitute prize(s) of equal or greater value for any reason in their sole discretion, including unavailability of the prize or any prize component. No other substitution or transfer of prizes permitted. Mailed prize components will only be mailed to the verified Winner's address in the 50 United States or DC (excluding FL and NY). Sponsor will not replace any lost, mutilated, or stolen prizes or prize elements or any prizes that are undeliverable or do not reach the Winner because of an incorrect or changed address. If a recipient does not accept or use the entire prize, the unaccepted or unused prize or part of the prize will be forfeited and Sponsor will have no further obligation with respect to that prize or portion of the prize. Sponsor will have no liability for any potential recipient's inability to accept or use the prize

for any reason. Sponsor has no obligation to award more than the stated prizes. Entrants accepting a prize waive the right to assert as a cost of winning a prize, any and all costs of verification and redemption and any liability and publicity that might arise from claiming or seeking to claim said prize.

3. **Eligibility:** The Sweepstakes is only open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen years old as of the time of entry. Entries are limited to individuals only; commercial enterprises and business entities are not eligible. By participating in the Sweepstakes, each entrant accepts the terms and conditions stated in these Official Rules, agrees to be bound by the decisions of the Sweepstakes Sponsor or Sweepstakes Administrator and warrants that s/he is eligible to participate in the Sweepstakes. Employees, independent contractors, officers, and directors of the Sweepstakes Sponsor and Sweepstakes Administrator, Jewel-Osco, and its and their respective affiliates and subsidiaries, and its and their respective advertising, promotion, and fulfillment agencies, and legal advisors, and their immediate family members and persons living in the same household, are not eligible to participate in the Sweepstakes. SWEEPSTAKES IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW and is subject to applicable federal, state, provincial/territorial and local laws and regulations.

4. **Selection of Winners:** On or about November 4, 2024 (the “Drawing Date”), the Sweepstakes Administrator will select the potential Winner. The potential Winner will be selected in a random drawing from all eligible entries received during the Sweepstakes Period. The potential Winner will be notified by e-mail using the information provided during the entry process, within thirty (30) days of the Drawing Date. Winners will have seventy-two (72) hours to respond to the notification from Sponsor. In the event the Winner fails to respond within this time period, the Sweepstakes Administrator reserves the right to choose an alternative winner. The individual potential Winners identified by such as the desired recipients of the Grand Prize will be required to complete and return to Sponsor an affidavit of eligibility, liability release, and/or publicity release/trademark license. The recipient of any prize with an ARV of \$600 or greater may be required to complete a W9 form and may issued a 1099 U.S. Tax Form or any other tax-reporting form deemed required by Sponsor in its sole discretion for the retail value of the prize. In the event the potential Winner fails to timely respond and/or return all required Prize Winner Documents as instructed, is deemed ineligible or in violation of these Official Rules, or the prize or prize notification is not deliverable, that potential Winner may be disqualified (in which case Sponsor will have no further liability or obligation to such person to which a prize may have otherwise been awarded should that person have been confirmed as a Winner) and an alternate Winner may be selected. Neither the Sweepstakes Sponsor nor the Sweepstakes Administrator are responsible or liable for late, lost, misdirected or unsuccessful efforts to notify any potential Winner, Prize Winner Documents, or other Sweepstakes-related communications.

Each Winner agrees to the use of his/her name, address (by reference only to the state, province, county or region), likeness, and/or prize information by the Sweepstakes Sponsor, Sweepstakes Administrator, and their respective agents, representatives, and licensees: (A) for the purpose of administering this Sweepstakes and complying with applicable laws, regulations, and rules, including, without limitation, publishing that information on a publicly available winners’ list, and – except where permitted by law – (B) for promotional purposes in any medium without additional

permission or compensation. Nothing contained in these Official Rules obligates any party to whom rights are granted under this paragraph to make use of any of such rights and Winner waives any right to inspect or approve any use made pursuant to the rights granted.

5. **Conditions:** The Sweepstakes Sponsor, Sweepstakes Administrator, Jewel-Osco, and its and their respective parents, subsidiaries, divisions, affiliates, predecessors, successors, representatives, advertising, promotion, and fulfillment agencies, any other entity involved in the development, administration, or fulfillment of the Sweepstakes, and all of their respective agents, directors, officers, shareholders, employees, insurers, servants, and legal advisors (the “Released Entities”), are not responsible for, shall not be liable for, and hereby disclaim, to the fullest extent permitted by law) all liability arising from or relating to: (a) late, lost, stolen, delayed, damaged, misdirected, misaddressed, incomplete, unintelligible or postage-due entries, Prize Winner Documents, or other Sweepstakes-related materials; (b) telephone, electronic, hardware or software program, network, Internet, computer or other malfunctions, failures, or difficulties of any kind, whether human or technical; (c) failed, incomplete, garbled, or delayed computer or e-mail transmissions; (d) any condition caused by events beyond the control of the Sweepstakes Sponsor or Sweepstakes Administrator; (e) any injuries, losses, or damages of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Sweepstakes; (f) any printing or typographical errors in any materials associated with the Sweepstakes, or (g) any other human or mechanical error in the administration of this Sweepstakes, the processing of entries, selection and notification of potential winners, or awarding of the prize. Each of the Sweepstakes Sponsor and Sweepstakes Administrator reserves the right, in its sole discretion, to suspend, modify or cancel the Sweepstakes should any unauthorized human intervention or other causes beyond the Sweepstakes Sponsor’s or Sweepstakes Administrator’s control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In the event that proper administration of the Sweepstakes is prevented by such causes as contemplated above, the Sweepstakes Administrator will select the Winner from all eligible, non-suspect entries received prior to such occurrence. In the event of a dispute as to the identity of a potential Winner based on an email address, the winning entry will be deemed to be made by the authorized account holder of the email address at time of entry. “Authorized account holder” is the natural person who is assigned an email address by an internet service provider or other organization responsible for assigning email addresses for the domain associated with the email address in question. Released Entities are not responsible for electronic communications that are undeliverable or do not reach entrant as a result of any form of active or passive filtering of any kind or insufficient space in a potential winner’s email or voicemail inbox to receive messages. Released Entities are not responsible, and may disqualify you, if your email address or other contact information does not work or is changed prior to award of the prize. Without limiting any other provision in these Official Rules, the Released Entities are not responsible or liable to any entrant, winner, (or any person or entity claiming through such entrant or winner) for failure to supply a prize or any part thereof in the event that any of the Sweepstakes activities or Released Entities’ operations or activities are affected by COVID-19 or any other cause or event beyond the sole and reasonable control of the applicable Released Entity (as determined by Sweepstakes Sponsor in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic/pandemic (or similar public-health crisis), fire, explosion, earthquake, flood, hurricane, unusually severe

weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, any law, rule, regulation, action, order, guidance, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

By participating in the Sweepstakes, participants and Winners agree to release, discharge and hold harmless the Released Entities from any and all losses, damages, rights, claims and actions of any kind arising out of or relating to the Sweepstakes, participation in the Sweepstakes, the prize, and/or acceptance, possession, use or misuse of the prize, including but not limited to statutory and common law claims for misappropriation or participant's right of publicity.

Without limiting the generality of the foregoing, each entrant understands and agrees that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived by him/her against the Released Entities. Section 1542 reads as follows: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Winner agrees that the prize is provided as-is without any warranty, representation, or guarantee, express or implied, in fact or in law, whether now known or hereinafter enacted, relative to the use or enjoyment of the prize, including, without limitation, its quality, merchantability, or fitness for a particular purpose.

The Sweepstakes shall be governed by Ohio law.

6. ARBITRATION AGREEMENT; DISPUTE RESOLUTION BY BINDING ARBITRATION:

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

a. Agreement to Arbitrate: This Section is referred to in these Official Rules as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and Sweepstakes Sponsor or Sweepstakes Administrator, whether arising out of or relating to these Official Rules, the Sweepstakes, your participation in the Sweepstakes, the prize, acceptance, possession, use or misuse of the prize, any advertising, or any aspect of the relationship between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by participating in the Sweepstakes, you and Sweepstakes Sponsor and Sweepstakes Administrator are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

b. Prohibition of Class and Representative Actions and Non-Individualized Relief: ***YOU AND SWEEPSTAKES SPONSOR AND SWEEPSTAKES ADMINISTRATOR AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND SWEEPSTAKES SPONSOR AND SWEEPSTAKES ADMINISTRATOR AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).***

c. Pre-Arbitration Dispute Resolution: Sweepstakes Sponsor and Sweepstakes Administrator are always interested in resolving disputes amicably and efficiently, and many participant concerns can be resolved quickly and to the participant's satisfaction by emailing Sweepstakes Administrator's support team at pcb_digital@morganmyers.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Sweepstakes Sponsor should be sent to Bob Evans Farms, LLC, 8200 Walton Parkway, New Albany, Ohio 43054, Attn: Legal Department. The Notice to Sweepstakes Administrator should be sent to MorganMyers, N16 W23233 Stone Ridge Drive, Suite 100, Waukesha, WI 53188, Attn: Digital. The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Sweepstakes Sponsor or Sweepstakes Administrator and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Sweepstakes Sponsor or Sweepstakes Administrator, as applicable, may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Sweepstakes Sponsor, Sweepstakes Administrator or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Sweepstakes Sponsor is entitled.

d. Arbitration Procedures: Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, http://www.adr.org/consumer_arbitration. (In the event AAA is unwilling or unable to acknowledge receipt and set a response deadline within fifteen (15) days of the filing of a "Demand for Arbitration," then either party can elect to have the arbitration administered by the JAMS Inc. ("JAMS") or any other mutually agreeable arbitration administration service willing to hear the dispute – in either case subject to the consumer-arbitration rules of the applicable alternate arbitration service, rather than the AAA rules.) If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result

in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Official Rules as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Official Rules and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Sweepstakes Sponsor or Sweepstakes Administrator and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, Sweepstakes Sponsor or Sweepstakes Administrator, as applicable, agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

e. Costs of Arbitration: Payment of all filing, administration, and arbitrator fees (collectively, the “Arbitration Fees”) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. Any payment of attorneys’ fees will be governed by the AAA Rules.

f. Confidentiality: All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

g. Severability: If a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than clause (b) above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of clause (b) is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of these Official Rules will continue to apply.

h. Conflict: In the event of any conflict between any term or condition in this Section and any term or condition in Sponsor’s Terms of Use located at atpostconsumerbrands.com/terms/, then the applicable term or condition in this Section shall apply.

7. **Winners List**: For the first name, last initial, city and state of the Winners, please request a copy of the Winners list or these Official Rules by emailing: digital@morganmyers.com. The Winner information will be available for ninety (90) days from the end of the Sweepstakes Period. Requests for a copy of these Official Rules received more than thirty (30) days after the Sweepstakes Period will not be honored.

8. **Sweepstakes Sponsor:**

Bob Evans Farms LLC
8200 Walton Parkway,
New Albany, OH 43054

9. **Sweepstakes Administrator:**

MorganMyers, LLC
N16 W23233 Stone Ridge Drive, Suite 100
Waukesha, WI 53188

10. **Notice:** The Sweepstakes Sponsor and Sweepstakes Administrator reserve the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Sweepstakes in violation of these Official Rules and/or criminal and/or civil law.

11. Copyright 2024 Bob Evans Farms, LLC. All rights reserved. MorganMyers, Bob Evans Farms, Jewel-Osco and any associated logos are trademarks of Sweepstakes Administrator, Sweepstakes Sponsor, and Jewel-Osco, as applicable. All rights reserved. Any other trademarks in these Official Rules are used for prize identification purposes ONLY and are the properties of their respective owners.