

**Bob Evans Farms® 12 Days of Maycember Sweepstakes
Official Rules**

- **NO PURCHASE IS NECESSARY TO ENTER OR WIN.**
- **VOID WHERE PROHIBITED BY LAW.**
- **ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**
- **THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK OR INSTAGRAM.**

BY ENTERING (OR OTHERWISE PARTICIPATING IN) THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SWEEPSTAKES PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. **ELIGIBILITY:** The Bob Evans Farms® 12 Days of Maycember Sweepstakes (“Sweepstakes”) is open only to legal residents of the fifty (50) United States and the District of Columbia, who are eighteen (18) years of age or older as of time/date of entry. Employees, officers and directors of Bob Evans Farms, Inc (“Sponsor”), Carmichael Lynch Relate, MorganMyers, Realtime Media LLC (“Administrator”) and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies (collectively, the “Sweepstakes Parties”), their immediate family members and those living in the same household as such individuals (whether legally related or not) are not eligible to participate in the Sweepstakes or win a prize. For purposes of this Sweepstakes, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and their respective spouses, and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. Void where prohibited by law. All federal, state and local laws and regulations apply. By participating in the Sweepstakes, you unconditionally accept and agree to comply with and abide by these “Official Rules” and the decisions of Sponsor, including the interpretation of these Official Rules, administration of the Sweepstakes, selection of the winners, and Sponsor’s exercise of discretion, which will be final, non-appealable, and binding in all respects.
2. **TIMING:** The Sweepstakes begins at or about 7:00 a.m. Central Time (“CT”) on May 1, 2025 and ends at 11:59:59 p.m. CT on May 12, 2025 (the “Sweepstakes Period”). The Sweepstakes Period is comprised of twelve (12) separate entry periods (each, an “Entry Period”) as set forth below:

Entry Period	Start Date (at 7:00 a.m. CT)	End Date (at 11:59:59 p.m. CT)	Random Drawing Date (on or about)
1	5/1/25	5/1/25	5/2/25
2	5/2/25	5/2/25	5/5/25
3	5/3/25	5/3/25	5/5/25
4	5/4/25	5/4/25	5/5/25
5	5/5/25	5/5/25	5/6/25
6	5/6/25	5/6/25	5/7/25
7	5/7/25	5/7/25	5/8/25
8	5/8/25	5/8/25	5/9/25
9	5/9/25	5/9/25	5/12/25
10	5/10/25	5/10/25	5/12/25
11	5/11/25	5/11/25	5/12/25
12	5/12/25	5/12/25	5/13/25

Non-winning entries do not carry forward into subsequent Entry Periods. You must enter each Entry Period separately, as further described below. The designated computer clock of the Administrator is the official time-keeping device in the Sweepstakes.

3. **HOW TO ENTER:** There are two (2) ways to enter the Sweepstakes:

- **Facebook Comment Method of Entry:** To participate and enter this Sweepstakes via Facebook, you will need to either visit Facebook.com or download the Facebook application from the mobile device's app store and sign up for a Facebook account ("Facebook Account") if you do not already have one. Creating a Facebook Account is free. By submitting your information and creating a Facebook Account, you will be required to agree to the Facebook terms of service and privacy policy. If you do not agree to Facebook's terms of service and privacy notice, you cannot create a Facebook Account or participate in this Sweepstakes via this method. Once you have a Facebook Account, log in and visit the **Bob Evans Grocery** account page and find the advertised Sponsor's post that promotes the current Entry Period in this Sweepstakes (the "Facebook Post"). To enter, during an Entry Period, post a non-offensive, non-abusive comment answering that day's prompt on the current Entry Period's Facebook Post, including the hashtag "#Sweepstakes" (collectively the "Facebook Entry"). **Be sure your Account is set to public.** Facebook Entries not received by Sponsor will not be entered into the Sweepstakes. By taking the steps above you are confirming your acceptance of and agreement to these Official Rules. If you successfully take all of these steps, you will receive one (1) entry into the applicable Entry Period, subject to the entry limit below.
- **Instagram Comment Method of Entry:** To participate and enter this Sweepstakes via the Instagram mobile application, you will need a mobile device (e.g., mobile phone or tablet) that can access the Internet and uses either the Apple or Android platform. Additionally, you will need to either visit Instagram.com or download the Instagram application from the mobile device's app store and sign up for an Instagram account ("Instagram Account") if you do not already have one. Creating an Instagram Account is free. By submitting your information and creating an Instagram Account, you will be required to agree to the Instagram terms of service and privacy policy. If you do not agree to Instagram's terms of service and privacy notice, you cannot create an Instagram Account or participate in this Sweepstakes via this method. Once you have an Instagram Account, log in and become a follower of **@BobEvansGrocery** account ("Instagram Handle") and find the advertised Sponsor's post that promotes the current Entry Period in this Sweepstakes (the "Instagram Post"). To enter, during an Entry Period, be sure you are following the Instagram Handle, like the current Entry Period's Instagram Post, and post a non-offensive, non-abusive comment answering that day's prompt on the Instagram Post, including the hashtag "#Sweepstakes" (collectively the "Instagram Entry"). **Be sure your Account is set to public.** Instagram Entries not received by Sponsor will not be entered into the Sweepstakes. By taking the steps above you are confirming your acceptance of and agreement to these Official Rules. If you successfully take all of these steps, you will receive one (1) entry into the applicable Entry Period, subject to the entry limit below.

Entries made elsewhere other than on the specific Entry Period post, regardless of platform, will not be received. All entries for a specific daily Entry Period must be made by 11:59:59 p.m. CT that calendar day to the applicable Entry Period to be eligible. Entries posted after 11:59:59 p.m. CT for the applicable daily Entry Period will not be eligible. The Sweepstakes Parties are not responsible for technical difficulties of any kind, or for false, incorrect, changed, incomplete or illegible contact information.

LIMIT: One (1) unique entry per person per social media platform per Entry Period. Attempts made by the same individual to earn more than the stated number of entries by using multiple or false contact information, accounts or otherwise may result in disqualification. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Entries that are in excess of the stated limit(s), incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor's sole and absolute discretion. Those who do not follow all instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified. Entries submitted by those who do not meet the eligibility requirements (including all

requirements with respect to age and residence) are void. All materials submitted become the physical property of Sponsor and will not be returned. In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the registered account holder of the email address associated with the entry for the domain associated with the submitted address, provided that person is eligible. Any potential winner may be required to show proof of being the registered account holder. Registered account holder is defined as the person assigned to an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses. In the event that a dispute regarding the identity of the individual who submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

4. CONTENT RESTRICTIONS: Entry content, or affiliated comments or posts, may **not** contain, as determined by the Sponsor, in its sole discretion, any content that:

- Is sexually explicit; unnecessarily violent or derogatory toward any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- Promotes 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 or building exteriors/interiors) owned by others (other than the Sponsor), without permission;
- Contains any personal identification, such as license plate numbers, personal names, email addresses or street addresses;
- Contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
- Contains any individual other than you and/or any 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;
- Is not written in the English language.
- Contains look-alikes of celebrities or other public or private figures, living or dead;
- Communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or violates any law.

4. SWEEPSTAKES DRAWING: On or about each of the Random Drawing Dates set forth in the chart above, the Sponsor will select the following number of potential winners via a random drawing from among all eligible entries received for the specific Entry Period, in accordance with these Official Rules.

Entry Period	Associated Calendar Day	Number of Potential Winners Selected
1	5/1/25	1
2	5/2/25	2
3	5/3/25	3
4	5/4/25	4
5	5/5/25	5
6	5/6/25	6
7	5/7/25	7
8	5/8/25	8
9	5/9/25	9
10	5/10/25	10
11	5/11/25	11
12	5/12/25	12

5. **ODDS:** Odds of winning a prize depend on the total number of eligible entries received during the applicable Entry Period.
6. **WINNER NOTIFICATION/PRIZE CLAIMING:** Potential winners who entered via Instagram will be notified via direct message on Instagram in a commercially reasonable time after the applicable drawing. Potential winners who entered via Facebook **may** be notified via a comment on the potential winner's Facebook Entry asking the potential winner to send the Sponsor a private message if the Sponsor cannot send a message directly. Each potential winner must respond to Sponsor's notification within five (5) days. Each potential winner who entered on Instagram must be a follower of the Sponsor's Instagram Handle until sixty (60) days after the Sweepstakes Period for notification purposes. The Sweepstakes Parties are not responsible for and shall not be liable for false, incorrect, changed, incomplete or illegible contact information or for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email or any other account to receive messages or late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winner. Notification is deemed to have occurred immediately upon sending the direct message via Instagram or commenting on the Facebook Entry. If a potential winner cannot be contacted within a reasonable time period, if a potential winner does not respond to Sponsor's notification within five (5) days, if potential winner is ineligible, if any notification is returned undeliverable, or if a potential winner otherwise fails to respond and fully comply with these Official Rules, potential winner will forfeit that prize and an alternate winner may be selected from among all remaining eligible entries received in the applicable Entry Period. As part of the winner notification process, the Entry Period 1 potential winner will be required to complete and submit a declaration of eligibility/release of liability/prize acceptance agreement ("Declaration"), within five (5) days of date of notification, as a condition of receiving a prize. If any potential prize winner fails or refuses to sign and return the Redemption Form and/or the Declaration within the required time period or if the Redemption Form and/or Declaration is returned as rejected, faulty, unclaimed or returned as undeliverable to potential winner, and/or the potential winner is otherwise noncompliant, the potential winner will be disqualified and an alternate will be selected, up to three (3) alternates, after which the applicable prize will remain un-awarded. A potential winner becomes a "winner" only after verification of eligibility by Sponsor.

No more than the stated number of prizes will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners of the advertised number of prizes available may be selected in a random drawing from among all persons making purportedly valid claims for such prizes. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.

7. **PRIZES/APPROXIMATE RETAIL VALUE ("ARV")/PRIZE RESTRICTIONS:** The prizes to be awarded in this Sweepstakes are:

Entry Period	Prize Description	Prize ARV	Quantity	Total ARV
1	Summer Camp "Reimbursement", awarded as a cash payment	\$5,220	1	\$5,220
2	Coffee Maker	\$200	2	\$400
3	\$100 Spa Gift Card*	\$100	3	\$300
4	Cooler Tote Bag	\$65	4	\$260
5	\$100 Grocery Gift Card*	\$100	5	\$500
6	A Pair of Camping Chairs	\$100	6	\$600
7	Bath Bomb Set	\$20	7	\$140

8	Cozy Blanket	\$160	8	\$1,280
9	Survival Kit, including a portable phone charger, \$30 gas gift card*, and travel mug)	\$100	9	\$900
10	10 Free Breakfasts**	\$80	10	\$800
11	\$25 Netflix Gift Card*	\$25	11	\$275
12	12-Months of Free*** Mac and Cheese and Mashed Potatoes	\$208	12	\$2,496

All prize models, sizes, and styles selected by Sponsor in its sole discretion.

*All gift cards are subject to the issuer's terms and conditions printed thereon.

**Fulfilled as ten (10) free Bob Evans grocery product coupons. Coupon expiration: 11/15/25. Each coupon is valued at \$8 and is good for any Bob Evans Farms product.

***Fulfilled as twenty-six (26) free Bob Evans grocery product coupons.

Prizes are non-transferable, with no cash redemptions, equivalents, or substitutions except at Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and are subject applicable rules and restrictions. In the event that Sponsor is unable to provide a prize or prize component, the Sponsor may elect to provide winners with the approximate value of such item in cash or award an alternate prize of comparable or greater value. Prizes are awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes received, regardless of whether they, in whole or in part, are used. The ARV of the prizes is based on available information provided to Sponsor as of the time these Official Rules are printed and may fluctuate. The value of the Entry Period 1 prize will be reported for tax purposes as required by law. The Entry Period 1 winner will be required to provide Sponsor with a valid social security number before the Entry Period 1 prize will be awarded for tax reporting purposes. An IRS Form 1099 will be issued in the name of the Entry Period 1 winner for the actual value of the Entry Period 1 prize. Any unclaimed prize will be forfeited. Prizes, if legitimately claimed, will be awarded. The Sweepstakes Parties are not responsible for and will not replace any lost, mutilated or stolen prizes or any prize that is undeliverable or does not reach the winner because of an incorrect or changed address. If a winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and the Sweepstakes Parties will have no further obligation with respect to that prize or portion of the prize. The Sweepstakes Parties are not responsible for, and winner will not receive the difference, if any, between the actual value of the prize(s) at the time of award and the stated ARV in these Official Rules or in any Sweepstakes-related correspondence or material. Limit of one (1) prize per person. Sponsor will attempt to fulfill all properly-claimed prizes within approximately four (4) to six (6) weeks after winner verification.

8. **GENERAL:** Subject to applicable law, each winner hereby expressly grants to the Sweepstakes Parties and their respective successors, assigns, sublicensees and designees, the irrevocable right to use and publish his/her name, social handles, likeness (photographic or simulated), voice, biography and place of residence for all purposes, including, without limitation, advertising, marketing, promotional and publicity purposes in connection with this Sweepstakes ("Advertising"), in any and all media now or hereafter devised, worldwide, in perpetuity, without any form of notice, permission or any amount or kind of compensation, except for the awarding of the prize(s) to the winner(s). All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winner hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of winner's name, likeness or voice

under contract, tort or any other theory of law. The Sweepstakes Parties do not assume any responsibility for any disruption in the Sweepstakes, including, but not limited to, the failure or interruption of any social media platform or any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Sweepstakes materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In the event Sponsor is prevented from continuing with the Sweepstakes by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweepstakes by any party, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each, a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Sweepstakes or prize. Sponsor additionally reserves the right, in its sole and absolute discretion to modify, suspend or terminate the Sweepstakes should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Sweepstakes.

- 9. CONDUCT:** The Sweepstakes Parties are not responsible for the actions of entrants in connection with the Sweepstakes, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. The Sweepstakes Parties reserve the right, at their sole discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in any manner deemed by the Sweepstakes Parties to be in violation of the Official Rules, or to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person, or to be tampering with the entry process or the operation of the Sweepstakes, and void all associated entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE SWEEPSTAKES PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- 10. WAIVERS AND DISCLAIMERS:** The Sweepstakes Parties assume no responsibility or liability for: (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, entries, URLs, or emails; (b) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of entries or registrations at any point in the operation of this Sweepstakes; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Sweepstakes; (e) inaccessibility or unavailability of the Internet or the website or any combination thereof or for 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 Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, social networking posts, or registrations, the announcement of the prizes, or in any other Sweepstakes-related materials; or (f) any injury or damage to entrants or to any other person's computer which may be related to or resulting from any attempt to participate in the Sweepstakes. If, for any reason, the Sweepstakes (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, then the Sweepstakes Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. If terminated, the Sweepstakes Parties will award the prizes in a random drawing from among all non-suspect, eligible entries received for the Sweepstakes up to the time of such action.

11. RELEASES: All entrants, as a condition of participation in this Sweepstakes, release, discharge, indemnify and hold harmless the Sweepstakes Parties, Meta Platforms, Inc., and each of their respective directors, officers, employees, agents, successors and assigns (collectively, "Released Parties") from and against any and all liability, claims, costs (including attorneys' fees), losses, damages, fines, or actions of any kind whatsoever for injuries, death, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with: (i) participation in any aspect of the Sweepstakes (including travel to/from any Sweepstakes activity), (ii) the receipt, ownership, use or misuse of the prize awarded, including any travel associated with any prize, (iii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; (iv) entrant's registration material on any related website, or (iv) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or prize.

12. GOVERNING LAW AND LIMITATION OF LIABILITY: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

13. DISPUTE RESOLUTION: The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in the State of Ohio, and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in the State of Ohio. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in the State of Ohio.

Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

- 14. ENTRY INFORMATION AND SWEEPSTAKES COMMUNICATIONS:** As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. By participating in the Sweepstakes, entrant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://www.bobevansgrocery.com/privacy-and-legal/>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.
- 15. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.
- 16. WINNERS LIST:** To receive a list of the winners, send a #10 self-addressed, stamped envelope for receipt by July 11, 2025 to: Bob Evans Farms® 12 Days of Maycember Sweepstakes (11264) - Winners List Request, c/o Realtime Media, 1001 Conshohocken State Road, Suite 2-100, West Conshohocken, PA 19428.
- 17. SPONSOR:** Bob Evans Farms, Inc, 8200 Walton Parkway, New Albany, OH 43054. Reference to third parties in connection with prizes and/or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Sweepstakes.
- 18. ADMINISTRATOR:** Realtime Media LLC, 1001 Conshohocken State Road, Suite 2-100, West Conshohocken, PA 19428.