

ECKRICH MY TOURNEY PICKS
Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS PROMOTION IS NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK, INSTAGRAM OR TWITTER.

1. Eligibility: ECKRICH MY TOURNEY PICKS (the "Promotion") is open only to legal residents of the 50 United States and District of Columbia, who are at least eighteen (18) years of age at the time of entry. Employees of John Morrell & Co. ("Sponsor") and any of its parent, subsidiary and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible to participate in the Promotion. The Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited

2. Sponsor: John Morrell & Co., 805 E Kemper Rd, Cincinnati, OH 45246.

3. Timing: The Promotion begins on March 1, 2017 at 12:00 p.m. Eastern Time ("ET") and ends on April 3, 2017 at 12:00 p.m. ET (the "Promotion Period"). Sponsor's computer is the official time-keeping device for the Promotion.

4. How to Enter: There are three (3) ways to enter the Promotion:

(i) During the Promotion Period, (i) select an eligible Armour, Eckrich and/or Pepperidge Farm product, (ii) create a recipe using the product, (iii) take a photo of the recipe (which may be either the finished food product or a description of the recipe), (iv) upload the photo on your Facebook, Instagram and/or Twitter account, and (v) include the hashtags #MyTourneyPicks and #Contest (collectively, the "Social Media Submission"). Your account settings must be set to public. Upon taking the steps above in accordance with the Submission Requirements/Restrictions set forth below and these Official Rules, the individual is deemed an "entrant" for purposes of the Promotion and will receive one (1) entry into the Promotion.

(ii) During the Promotion Period, (i) select an eligible Armour, Eckrich and/or Pepperidge Farm product, (ii) create a recipe using the product, (iii) take a photo of the recipe (which may be either the finished food product or a description of the recipe), (iv) visit mytourney picks.com (the "Website"), and (v) follow the instructions to submit the entry form (which will require you to upload the photo) (collectively, the "Website Submission" and together with the Social Media Submission, the "Submission"). Upon taking the steps above in accordance with the Submission Requirements/Restrictions set forth below and these Official Rules, the individual is deemed an "entrant" for purposes of the Promotion and will receive one (1) entry into the Promotion.

(iii) Hand-print the following required information on a 3"x5" card: your hand-printed name, home mailing address, email address and day/evening phone number, and mail in an envelope with proper postage to: "Smithfield Foods, Attn: Shopper Marketing – My Tourney Picks Entry, 4225 Naperville Road, Lisle, IL 60532. Mail-in entries must be post-marked no later than 4/4/17 and received no later than 4/9/17. Once your mail-in entry is received, the individual is deemed an "entrant" for purposes of the Promotion and will receive one (1) entry into the Promotion. Any mail-in entry with incomplete information will be considered ineligible. Each entry must be in a separate postage-stamped outer envelope. No facsimile entries or photocopies/mechanically reproduced entries allowed. Sponsor is not responsible for lost, late, illegible, invalid, misdirected, mutilated, incomplete, or postage-due mail/entries, which will be disqualified. Mail-in entries become property of Sponsor and will not be returned.

Limit: maximum of three (3) entries per person, regardless of method of entry. Obtaining a Facebook, Instagram and Twitter account is free of charge and account usage is subject to their respective terms of service. Multiple entrants are not permitted to share the same social media account. Any attempt by a participant to obtain more than the stated number of entries by using multiple/different

social media accounts, identities, registrations and logins, or any other methods will void that participant's entries and that participant may be disqualified from the Promotion. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any entry, the authorized account holder of the social media account will be deemed to be the entrant. The "authorized account holder" is the natural person who is assigned to a social media account by an Internet access provider, service provider, or online organization responsible for assigning social media accounts for the account associated with the submitted entry. The potential winner may be required to show proof of being the authorized account holder. Entrants agree to be bound by all decisions of Sponsor, which are binding and final.

5. Submission Requirements/Restrictions: All Submissions must comply with the following minimum guidelines to be eligible:

- Must be original.
- Must not infringe upon the copyrights, trademarks, property, privacy, publicity, intellectual property or other legal or moral rights of any person or entity.
- Must not disparage Sponsor, an entrant, or any other person or party affiliated with the Promotion or contain material that promotes bigotry, discrimination, racism, ridicule, mockery, or harm against any group or individual based on a health condition or illness, disability, race, gender, religion, nationality, sexual orientation, age, or any other basis.
- Must not contain any material that is libelous, defamatory, obscene, vulgar, threatening, abusive, pornographic, hateful, or is otherwise objectionable;

Sponsor reserves the right to disqualify any Submission that it determines in its sole discretion to have violated the Submission Requirements/Restrictions or if an Entrant otherwise violates or attempts to violate any portion of the Official Rules.

6. Prize Drawing & Odds of Winning: After the close of the Promotion Period, Sponsor will randomly select the potential winners from among all eligible entries received. Odds of winning the Prize (as defined below) depend on the total number of eligible entries received.

7. Winner Requirements: The potential winners will be notified by e-mail or direct message on Facebook, Instagram or Twitter (as applicable), in Sponsor's sole discretion, after the Promotion Period on or about April 5, 2017. The potential winners must respond to Sponsor within 72 hours of attempted notice or the potential winner will forfeit the Prize and another winner will be selected. Except where prohibited, the potential winner will be required to sign and return a Declaration of Compliance, Liability and Publicity Release ("Release"), which must be received by Sponsor within the time period set forth by Sponsor, in order to claim his/her Prize. If a potential winner cannot be contacted, fails to respond to respond to Sponsor within the required time period, fails to execute and return the Release within the required time period, or does not comply with these Official Rules, such potential winner forfeits the Prize.

8. Prize: There will be 21 winners selected.

(i) One (1) Grand Prize winner will receive a trip package for the winner and one (1) guest (the "Guest") to San Antonio, Texas (the "Grand Prize"). The Grand Prize consists of the following:

- Round-trip, coach-class air-transportation for the winner and the Guest to San Antonio, TX from a major airport within the 48 contiguous US nearest the winner's residence as determined by Sponsor;
- Three (3) days / two (2) nights' accommodations in a hotel selected by Sponsor (single room, double occupancy); and
- One (1) \$1,500 pre-paid gift card to be used to purchase two (2) tickets to the big game in San Antonio, Texas on April 2, 2018.

The approximate retail value ("ARV") of the Grand Prize is: \$4,500.

(ii) Twenty (20) winners will each receive basketball memorabilia autographed by a college basketball coach (the "Memorabilia Prize", and together with the Grand Prize, the "Prize"). The exact type of Memorabilia Prize (including, without limitation, the type of memorabilia and coach) will be determined by Sponsor in its sole discretion. The ARV of each Memorabilia Prize is: \$300.

Total ARV of all Prizes: \$10,500.

For All Prizes: Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with Prize receipt and/or use. Actual value of the Memorabilia Prize may vary based on the exact type of Memorabilia Prize; winner will not receive difference between actual and approximate retail value. Limit: one (1) prize per person. The Memorabilia Prizes will be fulfilled approximately 8-12 weeks after the winners have been confirmed.

For Grand Prize: Winner and their Guest must travel on April 1, 2018 and return on April 3, 2018 or prize will be forfeited. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Promotion, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Unless child of winner, Guest must be eighteen (18) years of age or older as of the date of departure or a sibling/friend of winner with the appropriate parental permissions and releases and must travel on same itinerary and at the same time as the winner. If winner is a minor in his/her state of residence, travel companion must be winner's parent/legal guardian. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Seating and timing to be determined in the sole discretion of Sponsor. Tickets may be subject to standard rain-check policies and procedures. The Grand Prize winner acknowledges that tickets to the game are subject to issuing company's complete terms and conditions. In the event that game does not take place as scheduled, for reasons such as cancellation, preemption or postponement, or for any reason beyond the control of the Sponsor, Sponsor's sole responsibility will be to award the remaining portion of the Prize and no additional substitution or compensation will be provided. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value.

In the event a winner or his/her Guest engages in behavior that, as determined by the Sponsor in its sole discretion, is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip early, whole or in part, and send the winner and his/her Guest home with no further obligation. In the event a winner engages in behavior during travel that (as determined by Sponsor in its sole discretion) is illegal, tortious, or subjects winner to arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by winner as a result of such conduct.

9. Submission: As between entrant and Sponsor, entrant owns the Submission provided in connection with the Promotion. By participating in this Promotion and uploading the Submission, entrant grants Sponsor and each of its parent companies, affiliates, subsidiaries, agents and licensees a royalty-free, unconditional, irrevocable, and perpetual right, license and consent, without any compensation, consideration or further notification, to use, edit, reproduce, print, publish, display, transmit, distribute, sell, perform, adapt, enhance, or create derivative works from the Submission (or any part thereof), for

any purpose, including but not limited to editorial, advertising, trade, commercial, and publicity purposes, in any media throughout the world, unless prohibited by law. For the avoidance of doubt, and without limiting the generality of the foregoing, Sponsor shall have the right to post and share the Submission on the Website and on its social media accounts. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder.

10. Publicity: Except where prohibited, acceptance of the Prize shall constitute and signify winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, social media handle(s), Submission and/or prize information, in whole or in part, for promotional, advertising or other purposes without payment, notification, permission or other consideration, except where prohibited by law.

11. Release: By participating in the Promotion, each entrant agrees to release and hold harmless Sponsor, Facebook, Instagram, Twitter and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, to the fullest extent permissible by law, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any Prize.

12. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion 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.

13. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to shipping or other malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any Prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Promotion, provided that such confirmation occurs prior to the drawing.

14. Disputes: Except where prohibited, all Entrants agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any Prize awarded shall be governed by the laws of the State of Illinois and shall be resolved individually, without resort to any form of class action, and exclusively by a court of competent jurisdiction located in Cook County, Illinois; (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, but in no event attorneys' fees; and (3) under no circumstances will the entrants be permitted to obtain awards for, and entrants hereby waive all rights to claim, indirect, 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.**

15. Entrant's Personal Information: Any information collected from entrants is subject to the Sponsor's Privacy Policy at <http://www.smithfieldfoods.com/privacy-policy>.

16. Winner List: For a winner list, visit the Website. The winner list will be posted after winner confirmation is complete.