

# Reser's Flip & Win Instant Win Sweepstakes

## Official Rules

**NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

### 1. Eligibility

Reser's Flip & Win Instant Win Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States (and the District of Columbia) who are at least eighteen (18) years old at the time of entry. Proof of residency and age may be required. Employees and directors Reser's Fine Foods, Inc., The Market Share Group, LLC and their subsidiaries, divisions, affiliates, and advertising or promotional agencies or individuals involved with the design, production, execution or distribution of the Sweepstakes and the immediate family and household members of such individuals, are not eligible to enter or win. "Immediate family members" shall mean parents, stepparents, children, stepchildren, siblings, stepsiblings, or spouses, regardless of where they live. "Household members" shall mean people who share the same residence at least three months a year, whether related or not. To enter the Sweepstakes or receive the prize, you must fully comply with the Official Rules and, by entering, you represent and warrant that you agree to be bound by these Official Rules and the decisions of the Sponsor, whose decisions shall be binding and final in all respects relating to this Sweepstakes.

### 2. Sponsor and Administrator

Sponsor: Reser's Fine Foods, Inc., PO Box 8, Beaverton, OR 97075.

Administrator: The Market Share Group, LLC, 707 Peninsula Dr., Davidson, NC 28036.

### 3. Timing

Sweepstakes begins April 28, 2025 at 12:00 a.m. Eastern Time and ends October 31, 2025 at 11:59 p.m. Eastern Time ("Sweepstakes Entry Period"). Sponsor is the official time keeper for this Sweepstakes. The Sweepstakes is governed by these Official Rules and is subject to all applicable federal, state and local laws.

### 4. How to Enter

During the Sweepstakes Entry Period visit [www.resers.com/goodtimes](http://www.resers.com/goodtimes) and complete the online registration form by providing your name, email address, and phone number. Upon completion, entrants will select a prize they wish to compete for from the available options. Entrants will engage with the game by flipping an image on a digital screen for a chance to win. Participants may enter once per day during the Sweepstakes Entry Period.

The Sponsor and Administrator are not responsible for incorrect or inaccurate entry information, technical failures, unauthorized access, or human errors in processing entries. Any attempt to tamper with the entry process, including automated participation, will result in disqualification. In the event of a dispute regarding the identity of an entrant, the entry will be deemed submitted by the authorized account holder of the email address provided at the time of entry. The "authorized account holder" is defined as the natural person assigned to an email address by an Internet service provider, online service provider, or any other organization responsible for assigning email addresses for the domain associated with the submitted email address. The authorized account holder must meet all eligibility requirements outlined in these Official Rules. Participants are

prohibited from entering the Sweepstakes using multiple email addresses, identities, or any other method intended to circumvent entry limits. Any participant who attempts to submit multiple plays per day or engage in fraudulent entry practices, including but not limited to the use of automated devices or other deceptive means, will be disqualified from the Sweepstakes.

## **5. Winner Determination**

During the Sweepstakes Entry Period, 529 random, computer-generated Instant Win prizes will be time stamped and awarded to the first registered user who plays the game on or immediately after a predetermined time, as determined by the Sponsor in its sole discretion, during the Sweepstakes Entry Period. **IN THE EVENT OF AN UNCLAIMED OR FORFEITED INSTANT-WIN PRIZE, SUCH INSTANT-WIN PRIZE WILL NOT BE AWARDED.** Odds of winning depend on the number of eligible plays and the time of entry. There is no guarantee that all prizes will be awarded.

If two matching images are revealed, the entrant will be notified as an instant winner of their selected prize (subject to verification). Winners will receive a confirmation email and must respond with a valid physical mailing address within the United States or the District of Columbia for prize delivery. P.O. Box addresses are not permitted. If you receive a message that contains any message other than a winning prize message, you are not a prize winner. Potential winners must follow the initial prize claim instructions and any subsequent claim instructions, or the prize will be forfeited in its entirety. Sponsor's decisions as to the administration and operation of the Sweepstakes and the selection of each potential winner is final and binding in all matters related to the Sweepstakes. Failure by a potential Sweepstakes winner to respond to an initial notification within 72 hours of notification will result in disqualification.

**6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. A POTENTIAL WINNER OF AN INSTANT WIN PRIZE IS NOT A WINNER OF ANY PRIZE, EVEN IF THE WEBSITE SHOULD SO INDICATE, UNLESS AND UNTIL THE POTENTIAL WINNER'S ELIGIBILITY HAS BEEN VERIFIED AND THE POTENTIAL WINNER HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREENSHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY ENTRY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED DEFECTIVE AND IS VOID AND WILL NOT BE HONORED. No more than the stated number of prizes will be awarded. In the event that production, seeding, printing, digital or programming failures, or other reasons or any errors cause more than the indicated number of Instant Win prizes to be available and/or claimed in the Sweepstakes Period, Sponsor reserves the right to award only the number of Instant Win prize(s) allocated to the Sweepstakes Period as per these Official Rules. Sponsor's liability for a defective or irregular gameplay/entry is replaced with another randomly selected game play/entry if timely and otherwise feasible and in accordance with these Official Rules.**

## **7. Verification of Potential Winners**

Potential winners may be required to complete and return an Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law) (collectively, the "Affidavit") by the date specified by Sponsor, or an alternate potential winner may be selected. In the event: (a) potential winner cannot be reached for whatever reason after a reasonable effort has been exerted or the potential winner notification or Affidavit is returned as undeliverable; (b) potential winner declines

or cannot accept, receive or use the prize for any reason; (c) of noncompliance with the above or within any of the aforesaid time periods, (d) potential winner is found to be ineligible to enter the Sweepstakes or receive the prize, (e) potential winner cannot or does not comply with the Official Rules, or (f) potential winner fails to fulfill the Affidavit-related obligations, the potential winner shall be disqualified from the Sweepstakes and an alternate potential winner may be selected, at Sponsor's sole discretion, from among the other eligible entries received. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of alternate potential winner, if any.

## 8. Prizes

A total of 529 prizes will be available during the Sweepstakes Entry Period, with a total approximate retail value ("ARV") of \$7,071.57. Prize details are as follows:

- **Koozies & Utensil Set Combo:** ARV \$5.02 (250 sets available)
- **Custom Socks:** ARV \$16.70 (150 available)
- **Soft Sided Cooler:** ARV \$19.89 (100 available)
- **Sublimated Apron:** ARV \$23.87 (12 available)
- **Microfiber Picnic Blanket:** ARV \$46.39 (12 available)
- **Pair of Custom Sneakers:** ARV \$95.89 (5 pairs available)

For all Prizes: No cash equivalent for a Prize, Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the listed Prize for one of equal or greater value for any reason. Winner is responsible for all taxes and fees associated with Prize receipt and/or use. All federal, state, and local tax liabilities, as well as any other costs and expenses not specified herein as being awarded are the sole responsibility of the Winner. Winner may be required to complete and return an IRS W-9 form (i.e. Request for Taxpayer Identification Number and Certification). Prize will be awarded only if the potential Prize winner fully complies with these Official Rules.

## 9. Entry Conditions and Release

Each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of Sponsor, Administrator which are binding and final in all matters relating to this Sweepstakes; (b) defend, indemnify, release and hold harmless the Sponsor, Administrator, and their respective parent, subsidiary, and affiliated companies, celebrities, and any other person and organization responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance, possession, attendance at, defect in, delivery of, inability to use, use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry. Winner acknowledges that all prizes are awarded as-is without warranty of any kind.

## **10. Publicity**

Except where prohibited or restricted by law, winner's acceptance of prize constitutes the winner's agreement and consent for Sponsor and any of its designees to use and/or publish winner's full name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by winner regarding the Sweepstakes or Sponsor, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval.

## **11. General Conditions**

Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors shall not have any obligation or responsibility, including any responsibility to award any prize to entrants, with regard to: (a) entries that contain inaccurate information or do not comply with or violate the Official Rules; (b) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) entrants who have committed fraud or deception in entering or participating in the Sweepstakes or claiming the prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the winner to accept the prize for any reason; (f) if a prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control; or (g) any damages, injuries or losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this Sweepstakes or any promotion or prize related activities. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (a) tampering with the entry process or the operation of the Sweepstakes, or with any website promoting the Sweepstakes; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Sweepstakes multiple times through the use of multiple email addresses or the use of any robotic or automated devices to submit entries. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Sweepstakes, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Sweepstakes, including the entire Sweepstakes, and/or modify the Sweepstakes and/or award the prize from all eligible entries received as of the termination date. 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.

## **12. Limitations of Liability**

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Sweepstakes; (d) technical or human error in the administration of the Sweepstakes or the processing of registrations; or (e) 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 Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's registration is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes. No more than the stated number of each prize will be awarded.

### **13. Disputes**

Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate Oregon State Court located in Washington County, Oregon; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (d) 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Oregon, without giving effect to any choice of law or conflict of law rules (whether of the State of Oregon or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Oregon.

### **14. Entrant's Personal Information**

Information collected from entrants is subject to the Sponsor's Privacy Policy, which is available at <https://www.resers.com/about-us/privacy-policy/>

### **15. Sweepstakes Results**

To obtain a list of winners, send a self-addressed stamped envelope to: Reser's Flip & Win Instant Win Sweepstakes Winner's List, c/o The Market Share Group, PO Box 2444, Davidson, NC 28036. Requests must be received by November 30, 2025