

# **INDIANA KITCHEN® Outdoor Kitchen Sweepstakes**

**No Purchase Necessary to enter or win a prize.**

**Sponsor: Indiana Packers Corporation, 6755 West 100 North, Delphi, IN 46923**

**Oct 25, 2018**

## **OFFICIAL SWEEPSTAKES RULES**

**SWEEPSTAKES ELIGIBILITY:** The Indiana Kitchen World Food Championship Sweepstakes (the “Sweepstakes”) is open to legal residents of the 48 contiguous states who are at least 18 years of age or older at time of entry (the “Participant”). The Sweepstakes is void where prohibited. Any person who enters, attempts to enter, or in any way participates or attempts to participate in the Sweepstakes conducted by Indiana Packers Corporation (“IPC”) agrees to be bound by the terms and conditions provided in these Official Rules (“Official Rules”), as well as by IPC’s interpretations of these Official Rules which are final and binding in all matters relating to the Sweepstakes.

**NO PURCHASE NECESSARY:** No purchase is necessary to enter or win a prize. A purchase will also not improve your chances of winning.

**APPLICABLE LAW (VOID WHERE PROHIBITED):** All contestants are subject to and governed by applicable federal, state, and local laws and regulations. Participation in this Contest is void where prohibited or otherwise restricted by law.

**ODDS OF WINNING:** The odds of winning the Sweepstakes will depend upon the number of Sweepstakes entries.

**PRIZE:** One (1) prize will be awarded consisting of round trip airfare for two to and from Pensacola Florida, a two night stay at Hilton Garden Inn Orange Beach Beachfront from November 9 to November 11, 2018, two admission tickets to the event, and \$400 for food and travel. The total value of the prize is \$2,000.00. The winner is solely responsible for any and all federal, state, and local, taxes and fees that may apply. The prize consists of only those items specifically listed as part of the prize. No substitution or transfer/assignment of prize by the winner is permitted. Prizes will not be redeemed for cash. Sponsor reserves the right to substitute the prize with a prize of equal or greater value.

## **ELIGIBILITY:**

**Sweepstakes Sponsor and Immediate Family Member Disqualification:** The officers, directors, employees, contractors, and agents of Indiana Packers Corporation and its subsidiaries; any entity involved in the sponsorship, development, production, implementation, and distribution of the Sweepstakes; as well as their respective parents, affiliates, divisions, subsidiaries, and successor companies (the “Sweepstakes Entities”), and their Immediate Family Members (as further defined below) and those living in the same household, whether or not related, are prohibited from participating in the Sweepstakes, and do not qualify as a Participant. “Immediate family members” shall include spouses, siblings, parents, children, grandparents, and grandchildren; whether as “in-laws”, or by current or past marriage, remarriage, adoption, co-habitation or other familial extension.

**Employer Restrictions:** Participant is solely responsible for reviewing and understanding the participant’s employer’s policies regarding Participant’s eligibility to participate in contests. Participant may be disqualified from entering into this Contest or receiving prizes if Participant is participating in this Sweepstakes in violation of his or her employer’s policies.

**ENTRY PERIOD:** The Sweepstakes begins on October 25, 2018 at 2PM Eastern Standard Time and ends on October 28, 2018 at 11:59PM Eastern Standard time (the "Entry Period").

**HOW TO ENTER:** During the Entry Period a Participant can go to <https://www.facebook.com/IndianaKitchen/> and follow the entry instructions. Each Participant must Like the Indiana Kitchen Facebook page and "tag" a friend. The "tagged" friend must also like the Indiana Kitchen Facebook page for both participants to be entered. All entries must be received by Indiana Packers Corporation by October 28, 2018 at 11:59PM Eastern Standard time.

**Methods:** All participants must enter the Sweepstakes via Facebook.

**Entry Period:** Entries must be made during the time periods advertised or otherwise prescribed for the Sweepstakes and, unless otherwise stated, will require at a minimum the Participant's name, address, e-mail address, daytime telephone number(s), and age.

**Entries Are the Sole and Exclusive Property of IPC:** A Sweepstakes entry becomes the sole and exclusive property of IPC upon transmission. A Sweepstakes entry will not be returned and may be used by IPC for any purpose whatsoever directly or indirectly related to the Sweepstakes, without additional compensation to the Participant or any other individual or entity.

**Disclaimer of Responsibility for Entries:** IPC is not responsible for problems with Sweepstakes entries, including but not limited to, entries which are lost, late, misdirected, damaged, incomplete, illegible, or cannot be completed due to electronic or technical difficulties, even if the problem is the result of the sole or partial negligence of IPC.

**False Fraudulent or Deceptive Entries or Acts:** Participants who, in the sole view of IPC, provide false, fraudulent, or deceptive entries or who engage in false, fraudulent or deceptive acts in connection with the Sweepstakes will be disqualified and may be subject to criminal prosecution.

#### **SPECIFIC ENTRY-METHOD RULES:**

**CONTEST CANCELLATION, SUSPENSION, OR MODIFICATION:** IPC reserves the right to cancel, terminate, modify, or suspend the Sweepstakes if the Sweepstakes is not capable of being completed as planned for any reason, including, but not limited to, infection by computer virus, "bugs", tampering, unauthorized intervention, fraud, or technical failures of any kind or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes. The decision of IPC to cancel, terminate, modify or suspend the Sweepstakes shall be final in all respects.

**PARTICIPATION PROBLEM DISCLAIMER:** Even if alleged to be caused by the sole or partial negligence of IPC, IPC is not responsible for any problems which affect, or result from, participation or attempted participation in the Sweepstakes. This includes, but is not limited to, the following problems: (1.) Incorrect, incomplete or inaccurate entry information; (2.) Human errors; (3.) Failures, omissions, interruptions, deletions, or defects of any wireless network, telephone network, internet service, computer systems, servers, utility providers, or software; (4.) Inability to send a text message; (5.) Identity theft; (6.) Tampering, destruction or unauthorized access to IPC computer network; (7.) Data that is processed late or incorrectly or is incomplete or lost due to any wireless network; (8.) Printing errors; (9.) Equipment malfunctions; and/or (10.) Late, misdirected, lost, misplaced, illegible, mutilated, or postage-due entries.

**RELEASE OF LIABILITY AND INDEMNIFICATION:** As consideration for entering the Sweepstakes, the Participant agrees to RELEASE, DISCHARGE, AND COVENANT NOT TO SUE IPC, and the other Sweepstakes Entities (as described above) and each of their respective direct and indirect affiliates, divisions, parent and subsidiary companies, officers, employees, shareholders, representatives, managers, members, directors, owners, agents, insurers, attorneys, predecessors, successors, and assigns thereof (collectively the "Release Parties"), from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, identity theft, loss of consortium claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representatives, or next of kin) have or might have for any death, injury, damage, or claimed injury or damage arising out of, involving or relating to their participation in the Sweepstakes, including, but not limited to, any claim that the act or omission complained of was caused in whole or in part by the strict liability or negligence in any form of the Release Parties. Additionally, as consideration for entering the Sweepstakes, Participant agrees to INDEMNIFY, HOLD HARMLESS, AND DEFEND the Release Parties in any action or proceeding from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including, in but not limited to, tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriations of likeness actions, identity theft, loss of consortium claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representative or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to their participation in the Sweepstakes or for their failure to comply with the terms of the above release provision. This agreement to indemnify, hold harmless and defend applies even if the act or omission complained of was allegedly caused in whole or in part by the strict liability or negligence in any form by the Release Parties.

**TAXES:** The Participant prize-winner is solely responsible for determining and paying all federal, state, and local taxes (including any sales taxes). Any person winning over the IRS annual prize winning level will receive an IRS Form 1099 at the end of the calendar year, and a copy of such form will be filed with the IRS.

**WINNER SELECTION:** The Prize winner will be selected per the criteria announced for the Sweepstakes. If a winner is unable to be notified for any reason within two (2) calendar days after IPC sends an e-mail to the Participant's e-mail address, the applicable prize may be forfeited and awarded to an alternate winner.

#### **HOW TO CLAIM PRIZE:**

**Prerequisites to Prize Award:** Prior to being awarded a prize, the winner is required to provide (1.) a valid government-issued photo identification depicting proof of age; and (2.) a valid taxpayer identification number or social security number to be used for tax-reporting purposes. IPC reserves the right to deny awarding the prize if the winner fails to provide satisfactory identification, as determined in IPC's sole discretion. A winner will be required to execute an Affidavit of Eligibility/Release of Liability, a completed IRS W-9 and Publicity Release before any prize is awarded. By entering a Sweepstakes, Participant agrees to execute these documents if selected as a winner in order to receive their prize. Except where prohibited by law, failure to execute any of these documents or comply with any of these terms will result in forfeiture of the prize. If required, the winner may need to complete a Joint release with another property owner to construct the outdoor kitchen. IPC is not responsible if the Joint Owner refuses to provide a Joint release and winner will forfeit the prize.

**Prize Forfeiture:** Unless otherwise stated, winners shall have two (2) calendar days from the date they receive notice of selection to claim their prize. Failure to claim the prize within this time for any reason will result in

forfeiture of the prize. IPC reserves the right, in its sole discretion, to award unclaimed prizes to an alternate Participant or not to award the unclaimed prizes.

**Additional Costs:** Any costs relating to the prize are the sole responsibility of the winner.

**PUBLICITY RELEASE:** Unless prohibited by applicable law, Participant authorizes and irrevocably grants to IPC and the other Released Parties (as defined above) permission to, from time to time, reference and discuss Participant and Participant's participation in the Sweepstakes in publications and/or on their website(s) in photographs, video recordings, digital images, audio recordings, as well as in newsletters, news releases, other printed materials, and in materials made available on the Internet or in other media now known or hereafter developed for any purpose IPC and/or the Release Parties deem proper. Such reference and discussion may involve Participant's name and other personal/biographical material or their participation on-air without any additional remuneration.

**DISQUALIFICATION:** The Participant, by entering the Sweepstakes agrees to be bound by these Official Rules. Non-compliance with any of the Official Rules will result in disqualification and all privileges as a Participant will be immediately terminated. IPC in its sole discretion, further reserves the right to disqualify any Participant for: (1) tampering with the entry process or the operation of the Sweepstakes; (2) gaining an unfair advantage in participating in the Sweepstakes; (3) obtaining winner status using false, fraudulent, or deceptive means; or (4) engaging in otherwise unsportsmanlike, uncooperative, disruptive, annoying, harassing, or threatening behavior.

**CAUTION: any attempt by any participant or any other individual to deliberately circumvent , disrupt, or damage ordinary and normal operation of the Sweepstakes, telephone systems or website, or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws. Should such an attempt be made, IPC reserves the right to seek damages from any such individual and/or Participant to the fullest extent permitted by law.**

**RULES CHANGES AND INTERPRETATIONS:** IPC reserves the right in its sole discretion to supplement or make changes to these Official Rules at any time without notice. IPC reserves the right in its sole discretion to interpret the Official Rules, and such interpretation shall be binding upon all Participants.

**GOVERNING LAW AND JURISDICTION:** This Sweepstakes shall be governed by and construed in accordance with the laws of the State of Indiana without reference to its conflict of laws principles. By entering the Sweepstakes, Participant hereby submits to the jurisdiction and venue of the federal and state courts of Indiana and waives the right to have disputes arising out of the subject matter hereof adjudicated in any other forum. In no event, will any Participant be entitled to injunctive relief or equitable relief of any kind, or restrain the continuation of the Sweepstakes.

**OFFICIAL RULES/LIST OF WINNERS:** The Official Rules may be found at <https://www.Indianakitchen.com/sweepstakes>. For a list of the Sweepstakes winner, send a self-addressed, stamped envelope to: IPC-WFC Sweepstakes Winner's List, 6755 W. 100 N. Delphi, Indiana 46923.

**DATA COLLECTION:** Indiana Packers Corporation collects personal data from entrants when they enter the sweepstakes. Personal data may include, but is not limited to: name, address, and email address. As part of the entry submission process you may be asked if you wish to receive promotional emails from Indiana Packers

Corporation. Consenting to receive promotional emails is optional, will not increase your chances of winning and is not required for participation in the sweepstakes.

**ABBREVIATED RULES:**

1. No purchase necessary.
2. The "Quoted" Sweepstakes begins on October 25, 2018 at 2:00PM Eastern Standard Time and ends on October 28, 2018 at 11:59PM Eastern Standard time (the "entry Period").
3. To enter, go to <https://www.facebook.com/IndianaKitchen/> and follow the entry instructions. All entries must be received by Indiana Packers Corporation by October 28, 2018 at 11:59PM Eastern Standard time.
4. The prize winner will receive a (1) prize award consisting of round-trip flights for two, hotel accommodations, food stipend and admission to the event up to \$2,000 in value.
5. Must be 18 years of age or older and a legal resident of 48 continental states to enter (additional restrictions may apply).
6. The prize winner is solely responsible for all applicable federal, state and local taxes and any expenses associated with the sweepstakes, unless otherwise indicated.
7. Void where prohibited.
8. The odds of winning will depend on the number of eligible entries received.
9. Visit <https://www.Indianakitchen.com/sweepstakes> for the complete Official Rules.
10. Sponsor of the Sweepstakes is Indiana Packers Corporation 6755 W. 100 N., Delphi, Indiana 46923.