

**NATIONAL FRENCH FRY DAY FRY TOUR AMERICA SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY. OPEN TO LEGAL RESIDENTS OF THE 50 U.S./D.C., 18 YEARS OF AGE OR OLDER, WHO ENTER FROM WITHIN THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA. VOID WHERE PROHIBITED.

1. **ELIGIBILITY:** The National French Fry Day Fry Tour America Sweepstakes is only open to restaurant operators who are legal residents of the United States. **VOID WHERE PROHIBITED BY LAW.** The following individuals are NOT eligible to enter or win Prizes: any person who is an employee, officer or director and any immediate family member of Lamb Weston.

2. **SWEEPSTAKES PERIOD:** The Sweepstakes begins on May 9, 2022 at 12:00 am and ends on July 8, 2022 at _11_:_59_ pm the Sweepstakes Period. All entries must be received before the Sweepstakes Period's end time/date to be valid.

3. **HOW TO ENTER:** During the Visit the Sweepstakes web page, nationalfrenchfryday.com (the "Website"). Follow the instructions on the Website to enter the Sweepstakes by signing up and submitting a photo or video of a topped and loaded French fry dish with a short description of the recipe, along with any other required information. **LIMIT ONE (1) ENTRY PER MEMBER, AND ONE (1) PRIZE PER OPERATOR.**

4. **ENTRY REQUIREMENTS:** Participants represent and warrant that their Entry is the original work of such entrant, it has not been copied from others, it has not previously won awards, it does not violate the rights of any other person or entity, and publication of the Entry, via various media including Web posting will not infringe on the rights of any third party. Any such entrant will indemnify and hold harmless Released Parties (defined below) from any claims to the contrary. Any entrant whose Entry includes likenesses of third parties or contains elements not owned by the entrant (such as, but not limited to, depictions of persons, buildings, trademarks or logos) must be able to provide legal releases for such use including Sponsor's use of such Entry, in a form satisfactory to administrator, upon request, prior to award of prize and/or naming of entrant as a winner.

By submitting an Entry, you agree that your Entry is gratuitous and made without restriction, and will not place Sponsor under any obligation, that Sponsor is free to use or otherwise disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your Entry, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you.

All Entries you submit must conform to the additional entry requirements set forth herein:

- Entry must comply with these Official Rules;
- Entry cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Entry cannot be obscene or offensive, endorse any form of hate or hate group;
- Entry cannot defame, misrepresent or contain disparaging remarks about Sponsor or its

products, or other people, products or companies;

- Entry cannot infringe trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind (other than Sponsor's brands/products), without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- Entry cannot infringe on 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; Sponsor does not permit the infringement of others' rights and any use of materials not original to the entrant (except copyrighted materials owned by Sponsor) is grounds for disqualification from the Sweepstakes;
- No background artwork should appear in an Entry unless it is an original work of the entrant. Any artwork, murals, etc. that can be seen in Entry must be created solely by the entrant or entrant must be the sole owner of all copyright interests therein;
- Entry cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission;
- Entry cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate (as determined by Sponsor in its sole discretion); and
- Entry cannot depict, and cannot itself, be in violation of any law

5. **PRIZES:** There are ten (10) grand prizes, each consisting of \$2,000, plus twenty (20) additional winners of Lamb Weston branded merchandise, available to be awarded (each a "Prize" and collectively, "Prizes"). Each Winner will receive one (1) Prize. The total approximate retail value ("ARV") of the each Grand Prize is \$2,000.00, with a total ARV of \$20,000.00.

6. **SWEEPSTAKES WINNER SELECTION:**

Weekly Prize Winners

On or about the following dates, Sponsor will randomly select two winners (Weekly Winners) from entries submitted during the Sweepstakes Period, among all eligible entries received. Weekly Winners must have submitted a topped and loaded French fry dish via the entry form to be eligible to win. Weekly Winner Selection Dates: May 6, May 13, May 20, May 27, June 3, June 10, June 17, June 24, July 1, July 8.

Grand Prize Winners

On or about the July 14, 2022, Sponsor will select ten (10) winners (Grand Prize Winners). The winners will be selected at random from entries submitted during the Sweepstakes Period, among all eligible entries received. Grand Prize Winners must have signed up and submitted a topped and loaded French fry dish via the entry form to be eligible to win.

Odds of winning a prize depend on the number of eligible entries received during the promotional period.

7. **WINNER NOTIFICATION:**

Weekly Winner Notification

On or around the winner selection dates listed above, Sponsor will notify the potential winners by email notification. Email will be addressed to the email address provided in the entry form fields, as submitted by the entrant. Such winner will be required to respond to such notification within five (5) days via email. Potential winners are subject to verification. If a potential winner is found to be ineligible or not in compliance with these Official Rules or if Lamb Weston is unable to contact such person within a reasonable period, or in the event that a Prize notification or Prize is returned

undeliverable, the Prize will be forfeited and, at Lamb Weston's sole discretion, the Prize may be awarded to an alternate entrant selected at random. Winners may be required to complete, sign and return a Declaration of Compliance, within five (5) business days of attempted notification or prize may be forfeited.

Prizes will be shipped to the Winners at the addresses provided within thirty (30) days after receipt of winner notification and completions of winner forms. Prizes may not be transferred or redeemed for cash (except to the extent required by applicable law) and must be accepted as awarded, with no substitutions of any kind. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of entrants.

8. CONDITIONS OF ENTRY:

a. By entering, you (i) acknowledge compliance with these Official Rules including all eligibility requirement, (ii) warrant that any information you provide in connection with this Promotion is true and accurate, and (iii) agree to be bound by the decisions of Lamb Weston which shall be final and binding in all matters relating to this Promotion. Entrants who have not complied with these Official Rules are subject to disqualification and all associated entries will be void.

b. Lamb Weston reserves the right to disqualify any entry in the Promotion (and void all associated entries) or entitlement to a Prize, if, in the sole discretion of Lamb Weston, it determines or suspects that the entrant has attempted to undermine the legitimate operation of the Promotion. c. As a condition of entering, you agree: (i) to release Lamb Weston from any and all liability, loss or damage incurred with respect to participating in the Promotion or the awarding, receipt, possession, and/or use or misuse of any Prize; (ii) that under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, punitive, incidental, consequential, or any other damages (other than for actual out-of-pocket expenses) from Lamb Weston; (iii) all causes of action arising out of or connected with this Promotion or any Prize awarded shall be resolved individually, without resort to any form of class action; and (iv) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, and in no event will you be entitled to receive attorneys' fees or court costs. Some jurisdictions may not allow certain limitations on damages or the ability to seek damages through a class action, so some of these restrictions may not apply to you.

d. Lamb Weston reserves the right in its sole discretion to cancel, modify or suspend this Promotion at any time, with or without notice, for any reason or no reason, including if fraud, technical failures (including any network server or hardware failure), viruses, bugs, errors in programming, or any other causes corrupt the administration, security or integrity of the Promotion. In the event of cancellation, Lamb Weston reserves the right to select potential winners from among all eligible, non-suspect entries received up to the time of such cancellation.

e. Lamb Weston does not warrant that access to the Promotion will be uninterrupted. Lamb Weston is not responsible for, and you hereby waive any claim arising from, any problems that may arise, including, without limitation: (i) inaccessible or unavailable networks, websites, or other connection or accessibility problems; (ii) failed, delayed or misdirected communications, including any lost, late, stolen, incomplete, illegible or undelivered entries; (iii) technical malfunctions, printing, clerical, or other errors in connection with the administration of the Promotion or the offering or announcement of any Prize; (iv) the incorrect or inaccurate capture of information, or the failure to capture any information in connection with the Promotion; (v) damage to a user's system occasioned by participation in this Promotion; or (vi) any other errors of any kind relating to or in connection with the Promotion.

f. **WAIVER OF LIABILITY/PUBLICITY RELEASE:** By participating in the Sweepstakes and submitting an Entry, each participant agrees to (a) be bound by these Official

Rules, including all entry requirements, and (b) waive all claims against Lamb Weston, and its parents, affiliated companies, subsidiaries, officers, directors, employees, agents, licensees, distributors, dealers, retailers, printers, representatives and advertising and promotion agencies, and all other companies associated with the Sweepstakes, and all of their respective officers, directors, employees, agents, and representatives (collectively, "Released Parties") for any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from the participation in the Sweepstakes or from the receipt or use of the Prize (or any portion thereof) or any travel or activity related to the receipt or use of the Prize (or any portion thereof). By entering the Sweepstakes, each entrant gives his/her express permission to be contacted by Sponsor by telephone, email, and/or postal mail for notification purposes. By entering the Sweepstakes and submitting an Entry, you grant to Lamb Weston and its designees the perpetual and unlimited right and license to use, license, edit, modify, duplicate and/or create derivative works from his/her Entry throughout the world and in perpetuity, including, but not limited to, the right for Lamb Weston, or entities acting on its behalf, to publish, display, broadcast, distribute, reproduce, perform, create derivative works from and otherwise use and exploit the Entry via the Internet or any other interactive media, on television, in print and/or any other media currently existing and hereafter developed and without limitation and without payment of any compensation to the winner or his/her heirs and successors, (a) on its own or as part of any audiovisual or other production; (b) to advertise any products, programming or services of the Sponsor or for any other advertising, marketing, publicizing, and promotional purposes and in any materials related thereto; and/or (c) for any other purpose whatsoever.

9. GENERAL TERMS:

a. Any attempt by an entrant or other individual to deliberately damage any website or undermine the legitimate operation of this Promotion, including but not limited to any fraudulent claims, is a violation of criminal and civil laws. Should any such an attempt be made, Lamb Weston reserves the right to seek remedies and damages (including attorneys' fees) from any such individual, to the fullest extent permitted by law, including criminal prosecution. Any entrant engaging in any of the foregoing activities may be disqualified (and all associated entries will be void) and will forfeit any Prize(s) won.

b. This Promotion is subject to all applicable federal, state, and municipal laws. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Lamb Weston in connection with the Promotion, shall be governed by, and construed in accordance with, the substantive laws of the State of Idaho without regard to conflicts of law principles. All entrants consent to the jurisdiction and venue of the Federal, state and local courts of the County of Ada.

c. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in other Promotion materials (including, without limitation, any point of sale, online or print advertising), the details of the Promotion as set forth in these Official Rules shall prevail.

d. You may obtain the Winners List by sending a self-addressed postage stamped (unless prohibited by state law) envelope to: 599 S. Rivershore Lane, Eagle, ID 83616, Attn: Fry Tour America Sweepstakes. Winner List requests will only be accepted after the Promotion Period end date. The name of the Winners will be sent within a reasonable time after the Prizes have been awarded.

10. Personal information collected from entrants will be used by Lamb Weston and its authorized agents to administer this Promotion and to fulfill the Prizes, unless you otherwise consent to receive emails or to other promotional purposes. For more information about how Lamb Weston manages your personal information, please see Lamb Weston's online Privacy Policy at <https://www.lambweston.com/content/dam/lamb-weston/en/website/pdf/legal/Privacy.pdf>. Personal information may be stored on Lamb Weston's servers, located in the United States.

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