

OFFICIAL RULES FOR “READ® MY LIPS RECIPE CONTEST”

- 1. ELIGIBILITY:** The Contest is sponsored by Seneca Foods Corporation (sometimes referred to herein as “Sponsor”). Contest is open to legal residents (18 years of age and over at the time of entry) The Contest is only open to legal residents of the United States, living in one of the 48 contiguous United States or the District of Columbia, and is void where prohibited by law. Employees of Seneca Foods Corporation, and its affiliates (Sponsor), their respective affiliates, advertising and promotion agencies, suppliers, and members of their immediate family and/or those living in the same household of each are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. No purchase, contribution or payment of any kind is necessary to enter or win. A purchase does not increase the chances of winning.
- 2. AGREEMENT TO OFFICIAL RULES:** By participating, entrants agree to be fully and unconditionally bound by these Rules, Sponsor’s, and Judge’s decisions, which are final and binding in all matters related to the Contest, and they represent and warrant that they meet the eligibility requirements set forth herein. All federal, state, local laws and regulations apply. Submission of an Entry grants Sponsor and its agents the right to publish, use, adapt, edit and/or modify such Entry in any way, in all media, without limitations, and without any additional notification, permission, or consideration to the entrant.
- 3. CONTEST PERIOD:** The contest period begins at 12:01 a.m. Eastern Standard Time (“EST”) on October 23, 2023, and runs until 11:59 p.m. EST on November 11, 2023 (the “Contest Entry Period”). Sponsor is not responsible for computer

system or phone line, hardware, software or program malfunctions or other errors, failures, delayed computer transmissions or network connections. Any extensions or changes in entry period are at the discretion of the Sponsor and will be updated on the Sponsor website and social media accounts.

4. **HOW TO ENTER:** A recipe entry (“Entry”) must be submitted via entry form on READ My Lips Recipe Contest website, <https://readsalads.com/read-my-lips-contest>. Entries not meeting all Requirements set forth in Section 5, below, will be disqualified without notification.

5. **ENTRY REQUIREMENTS:** Recipes not meeting all requirements will be disqualified without notification.
 - Recipes must be an **original** recipe that has not won any other/previous contest.
 - Recipe must use a minimum of 1 entire can of READ® Salads (either 3-Bean, 4-Bean, or German Potato Salad)
 - Recipes must contain 12 or fewer ingredients (excluding READ Salad, salt, black pepper and water).
 - Recipes must be entered into one of four categories:
 - En Fuego (spicy)
 - Out to Pasture (vegan)
 - John Wayne (classic)
 - Maverick (Freestyle)
 - Open to U.S. residents 18 or over on the day the contest begins.

- All entries must include entrant's name, address, zip code, phone number with area code and email plus name of recipe, number of servings, list of ingredients with exact standard U.S. measurements in order of use, followed by complete preparation directions, including cooking/baking/chilling time and temperature. Inclusion of a photo of each recipe is preferred, but not required, to be included with the entry. NOTE: Quality of photo will not affect score of entry.
- Contestants can enter as often as they wish but are eligible to win once.
All entries become the property of Seneca Foods Corporation; none will be returned. By submitting an Entry, all contestants waive all rights to and ownership of the Entry. Sponsor and others have the right to publish or advertise the Entry, its name or title and the name of the contestant without permission from or added compensation to the contestant, his or her successors or assigns, or any other entity, into perpetuity unless prohibited by law. Sponsor has the right to modify official rules, recipes or recipe titles, adjust dates, or cancel the contest.

By entering, entrant agrees to be bound by these rules and the decisions of Seneca Foods Corporation which shall be final. Seneca Foods Corporation and the employees, officers, directors, shareholders, agents and representatives of Seneca Foods Corporation, its affiliates, subsidiaries, and advertising, promotion and legal advisors are not responsible for and shall not be liable for: (i) late, lost, delayed, damaged, misdirected, incomplete, illegible, or unintelligible entries; (ii) telephone, electronic, hardware, or software program, network, Internet or computer malfunctions, failures, or difficulties; (iii) errors in transmission; (iv) any

condition caused by events beyond the control of Seneca Foods Corporation that may cause the contest to be disrupted or corrupted; (v) any injuries, losses, or damages of any kind caused by a prize or resulting from acceptance, possession, or use of a prize, of from participation in the contest; or (vi) any printing or typographical errors in any material associated with the contest.

6. **JUDGING PROCEDURES:** All eligible entries will be judged by a panel of agency representatives based on the following criteria: taste (50%), appropriate use of READ products (35%) and originality/creativity (15%). Winners will be notified by December 8, 2023.

The entry with the highest score in each of the four categories will be Prize Winners. In the event of a tie during judging, tied entries will be re-evaluated by the judges and the winner will be determined on the following criteria: Use of READ products (100%). All prize awards are subject to verification of eligibility. The decisions of the judges are final.

By submitting a recipe (or recipes), you warrant that to the best of your knowledge, it is your original work and unpublished. The judging panel will disqualify any recipes known to have been published previously or recipes which have been previous winners in and local, state, or national contest. Judges' decisions are final. Finalists will be asked to sign an affidavit that her/his recipe meets these requirements and verifying her/his eligibility to participate in the contest. Failure to return the affidavit within the specified time allowed will result in the forfeiture of any prize. In the event a prize is forfeited, another winner will

be selected. Any errors in judging will be corrected as determined solely at Seneca Foods Corporation discretion.

7. **PRIZES:**

- Four (4) Prizes: \$500 gift card and READ Family Pack. Additionally, the winning recipes and the creators will be featured on social media.

Total ARV of all prizes is \$2,072. No substitutions, cash equivalents, or transfers of prizes permitted by winners. Sponsor reserves the right to substitute a prize (or portion thereof) with one of comparable or greater value, at its sole discretion. All prize selections and details are at Sponsor's sole discretion. Limit one (1) prize per person/household. All federal, state and local taxes as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided are the responsibility of winners.

8. **WINNER NOTIFICATION:** The winners will be notified first by e-mail and must respond with their full name, street address, city, state and zip code and daytime phone number within 72 hours of attempted notification. If the winner cannot be reached after reasonable efforts have been exerted during the three (3) days from the date of notification, or if he/she is found to be ineligible, or if he/she cannot or does not comply with these Contest Rules, such winner will be disqualified, and an alternate winner may be selected. Winners will be required to sign a release in order to collect their prize. Failure to claim the prizes as instructed, the return of any prizes/prize notifications as undeliverable, Sponsor's inability to contact a potential winner in a reasonable time period, or noncompliance with these Official Rules may result in forfeiture of prize.

Please Note: There will be no communication or correspondence with any contestant until after contest judging.

9. **PUBLICITY:** Except where prohibited, participation in this Contest constitutes participant's consent to use of participant's name, likeness, voice, opinions and biographical information for publicity, advertising, trade, or promotional purposes in any media or manner, now known or hereafter devised, worldwide, without further payment, consideration, notice or approval.

10. **TERMS:** Sponsor, its suppliers, agents, affiliates, consultants and service providers are not responsible for any typographical or other error in the printing, the offering or the announcement of any prize or in the administration of the promotion, whether caused by computer, technical or human error. Winner assumes all liability and agrees to hold Sponsor, its suppliers, advertisers, agents, affiliates, consultants and service providers harmless for any injury or damage caused, or claimed to be caused, by participation in this promotion or use or redemption of any prize. In the event of any conflict between the Official rules and any abbreviated rules of advertising distributed in connection with the Contest, the terms and conditions of the Official Rules posted on the READ My Lips Recipe Contest website (<https://readsalads.com/read-my-lips-contest>) shall prevail. Sponsor reserves the right to cancel or modify the program at any time and for any reason, including but not limited to, destruction of the integrity of the promotion by fraud, misconduct or technical failures, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the promotion. Sponsor reserves the right to disqualify, freeze or

prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation or with any provision in these Contest Rules. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND/OR SEEK DAMAGES FROM ANY INDIVIDUAL MAKING ANY SUCH ATTEMPTS TO THE FULL EXTENT PERMITTED BY LAW.

11. **RELEASE OF LIABILITY; DISCLAIMER OF WARRANTIES:** By entering this Contest, entrants release Sponsor, its suppliers, advertisers, agents, affiliates, consultants and service providers, from any liability, loss, harm, damage, cost or expenses whatsoever incurred which may occur in connection with any part of this Contest and with the acceptance, ownership, and/or use of the prizes. ALL PRIZES WILL BE AWARDED "AS IS," AND SPONSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. **PRIVACY:** Personally identifiable information that is submitted by entrants as part of this Contest will be used to administer the Contest, select prize winners and fulfill prizes.

13. **GOVERNING LAW/JURISDICTION:** all issues and questions concerning the construction, validity, interpretation and enforceability of these official rules or the rights and obligations of entrants or sponsor in connection with the Contest shall

be governed by and construed in accordance with the internal laws of the state of New York without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

14. **BINDING ARBITRATION:** Any controversy or claim arising out of or relating to this Promotion shall be settled by binding arbitration at a location within the greater New York, NY, metropolitan area selected by the arbitrator (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply New York law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that, claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures Established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid,

unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS PROMOTION IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

15. **CLASS ACTION:** No class action suits. By participating in sponsor's Contest, each entrant and prize winner (and his/her parent/legal guardian, if an eligible minor) agrees that to the extent permitted by applicable law: (1) any and all disputes, claims and causes of action arising out of or connected with the Contest, or any prize awarded, will be resolved individually without resort to any form of class action; (2) any and all claims, judgments and awards will be limited to actual third-party, out-of-pocket costs incurred (if any), but in no event will attorneys' fees be awarded or recoverable; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT OR PRIZE WINNER 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, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT AND PRIZE WINNER'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF; (5) this Promotion is governed by the laws of the state of New York without regard to its conflicts of law principles and any and all disputes, claims and causes of action arising out of or connected with this Promotion, and except for the arbitration noted above all disputes shall be litigated exclusively before a court of competent jurisdiction located within the state of New York; if any provision or provisions of these official rules shall be held to be invalid, illegal, unenforceable or in conflict with the law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby; and seven (6) entrants shall be bound by these official rules.

16. **INDEMNIFICATION CLAUSE:** Entrants (and, if eligible minors, their parents or legal guardians) agree (a) that Sponsor and Promotion Parties are released, will have no liability whatsoever for, and shall be held harmless by entrants against any liability for any injuries, losses or damages of any kind to person(s), including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Contest or any Contest-related activities, including any travel related thereto and (b) except where legally prohibited, winners (and, if eligible minors, their parents or legal guardians) grant (and agree to confirm that grant in writing) permission to Sponsor and those acting under their respective authority the right to the use of

his/her name, picture, likeness, persona, voice, image, biographical information and statements, at any time or times, for advertising, trade, publicity and promotional purposes without additional compensation, in all media now known or hereafter discovered, worldwide in perpetuity, and on the Internet and World Wide Web, without notice, review or approval, unless prohibited by law.

This Contest is in no way sponsored, endorsed, or administered by, or associated with, Facebook, Pinterest or Instagram. By entering the Contest, participants fully release Facebook, Pinterest, or Instagram from any liability. You understand that you are providing your information to Sponsor and not to Facebook. The information you provide will only be used in connection with this Contest and by Sponsor for contact purposes. As such, please direct any questions, comments, or complaints regarding the promotion to the Promotion Administrator.