

BELLARICO PIZZA OPERATORS SOCIAL MEDIA CONTENT CONTEST OFFICIAL RULES

YOU HAVE NOT YET WON. NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR TO WIN. MANY WILL ENTER; FEW WILL WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

1. Sponsor. The Bellarico Pizza Operators Social Media Content Contest (the “**Contest**”) is sponsored and administered by Pep’s Pizza Company LLC, 930 Goddard Way, Green Bay, WI 54311 (“**PPC**”) and is governed by these Official Rules (the “**Rules**”).
2. Contest Period. The submission period for the Contest begins on September 3, 2024 at 12:00:00 a.m. Central Time (“**CT**”) and ends on December 31, 2024, at 11:59:59 p.m. CT (the “**Contest Period**”). PPC’s computer is the official time-keeping device for this Contest.
3. No Purchase Necessary. No purchase, payment, or other consideration is necessary to participate in the Contest or be awarded a prize package. Purchasing product from PPC is not required to participate in the Contest and will not increase or otherwise impact your opportunity to be awarded a prize package.
4. Agreement to Rules. By participating in the Contest and/or submitting a Submission to the Website, entrant (on her/his own behalf and on behalf of the Eligible Operator) fully and unconditionally agree that entrant and the applicable Eligible Operator are legally bound by these Rules and PPC’s decisions and interpretations of these Rules (which shall be final, conclusive, and binding in all respects and not subject to any right of appeal) and waive any rights to claim ambiguity with these Rules.
5. Eligible Entrants. The Contest is open to residents of the United States of America who (at the time of participation, selection and fulfillment): (a) have reached the legal age of majority in the state where the Eligible Operator has its principal place of business; (b) did not, whether individually or through the Eligible Operator, purchase any equipment or other products or services in order to participate in the Contest; (c) are not an owner, shareholder, partner, member, equity holder, manager, trustee, director, officer, employee, representative or agent (or immediate family member or any person living in the same household as any of the foregoing, whether related or not) of PPC; advertising/promotion agencies; any other individual(s), entity or entities involved in the development, production, implementation, administration, judging or fulfillment of the Contest; and their respective parent companies, affiliates, subsidiaries, associated companies, licensees, service providers, or suppliers (collectively with PPC, the “**Contest Parties**”); and (d) have the unencumbered authority to: (i) participate in the Contest on behalf of the Eligible Operator; and (ii) legally bind the Eligible Operator, including, without limitation, to these Rules and to any other required documentation as contemplated in these Rules (each, an “**Eligible Entrant**”).
6. Eligible Operators. For the purposes of the Contest, an “**Eligible Operator**” is a corporation, limited liability company, organization, association, partnership or sole proprietorship that (at the time of participation, selection and fulfillment) is: (a) a for-profit business with a physical location that sells Bellarico Pizza products; (b) currently active and operating in the United States of America; and (c) duly qualified to do business and in good standing in each jurisdiction in which the conduct of business requires such qualification.

7. Confirmation of Eligibility & Legitimacy. PPC reserves the right, in its sole and absolute discretion at any time, to require proof (in a form acceptable to PPC) (i) for the purposes of verifying the eligibility and/or legitimacy of any Submission, eligibility of the entrant, Eligible Entrant, and/or the Eligible Operator to participate in the Contest and/or other information entered (or purportedly entered) for the purposes of participating in the Contest; and/or (ii) for any other reason PPC deems necessary, in its sole and absolute discretion, for the purposes of administering the Contest in accordance with PPC's interpretation of these Rules. Failure to provide any such documentation requested by PPC to the complete satisfaction of PPC within the timeline specified by PPC may result in disqualification. PPC reserves the right, in its sole and absolute discretion at any time, to disqualify any Submission, Eligible Entrant and/or Eligible Operator if PPC determines that allowing such Submission, Eligible Entrant and/or Eligible Operator to participate in (or continue to participate in) the Contest could bring PPC into public disrepute or in any way impact the good standing or reputation of PPC in the eyes of the general public or if any entrant, Eligible Entrant, and/or Eligible Operator tampers or attempts to tamper with the entry process or the operation of the Contest; violates these Rules and/or PPC's interpretation thereof; or acts in an un-sportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person. None of the Contest Parties are under any obligation to provide feedback to any Eligible Entrant or Eligible Operator with respect to any Submission.
8. How to Enter the Contest. To enter the Contest, an Eligible Entrant must go to <https://bellaricopizza.com/contest> (the "**Website**") during the Contest Period, fill out the required information under the "Upload Your Photos or Videos Here" heading, and successfully upload an image or video on the Website (each, a "**Submission**") that complies with the Submission Requirements (each, an "**Eligible Submission**"). Submissions will not be accepted by any other means.
 - a. Submission Requirements. To qualify as an Eligible Submission, such Submission must be (collectively, the "**Submission Requirements**"):
 - i. less than 10 megabytes (MB) in size;
 - ii. in a format acceptable to PPC (e.g., .jpeg, .mp4)
 - iii. vertically oriented;
 - iv. visually clear and not blurry or pixelated; and
 - v. solely to the extent the Submission is a video, longer than ten (10) seconds but no more than sixty (60) seconds.
 - b. Submission Disqualification. PPC reserves the right to disqualify a Submission for any reason at any time, including, without limitation, for the following reasons:
 - i. The Submission was previously submitted in a promotion, including, without limitation, this Contest.
 - ii. Minors appear in the Submission.
 - iii. The Submission contains material that violates or infringes another's rights, including, without limitation, privacy, publicity, or intellectual property rights.

- iv. The Submission contains brand names or trademarks other than those owned by PPC or its affiliates, which entrant has a limited license to use in any Submission to this Contest.
 - v. The Submission disparages PPC or any other person or party.
 - vi. The Submission contains material that is inappropriate, offensive, indecent, obscene, tortious, defamatory, slanderous, or libelous.
 - vii. The Submission contains material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, gender, religion, national or ethnic origin, disability, sexual orientation, or age.
 - viii. The Submission contains material that is unlawful, in violation of, or contrary to the laws or regulations in the state where such Submission was created.
 - ix. The Submission was created by mass duplication, automatic, robotic, script, macro, plagiarized or programmed method, or through any promotion entry, notification, or related service.
 - x. Entrant does not have permission from each recognizable individual who appears in the Submission to use their names and/or likenesses in the Submission and in connection with this Contest pursuant to these Rules.
- c. **Submission Limit.** Submissions must be received by PPC during the Contest Period to be eligible for the Contest. Each entrant may submit up to ten (10) Submissions during each week of the Contest Period. Each week of the Contest Period begins on Monday at 12:00:00 a.m. CT and ends on the following Sunday at 11:59:59 p.m. CT.

9. **Prizes.**

- a. **Prize Packages.** The prize packages an Eligible Entrant can win, if selected as a winner by the judging panel, are set forth in the table below, together with the items included in such prize package and the approximate retail value of each such prize package. There will be a maximum of eighteen (18) of each prize package awarded during the Contest Period, with an approximate total retail value of \$3,148.20.

Prize Package	Items Included	Approximate Retail Value
A	2 – T-Shirts 2 – Pizza Cutters 2 – Posters	\$44.99
B	1 – Set of Oven Mitts 2 – Hats 2 – Posters	\$59.91
C	1 – Case of Pepperoni Pizza	\$70.00

- b. **Prize Terms.** No winner will receive the difference between the actual and approximate retail value nor will any cash in lieu of any prize package or component thereof be awarded, except at PPC’s sole discretion. No substitution, assignment or transfer of any prize package or any component thereof is permitted, except at the sole discretion of PPC. To the fullest extent permitted by law, PPC reserves the right to substitute a prize

package, or any component thereof, of equivalent or greater value. Delivery and use of any prize package is subject to the Eligible Entrant's completion of all documentation and conditions required by law or otherwise required by PPC, including, without limitation, an affidavit of eligibility and liability/publicity release. Contest Persons are not responsible for lost or stolen prize packages.

- c. Taxes. All applicable federal, state, and local taxes are the sole responsibility of each respective winner, who will receive an IRS Form 1099 reflecting the final value of any prizes awarded to winner by PPC with a total value of \$600.00 or more in a single year, as applicable. Each winner is solely responsible for the reporting of any such tax obligations. Each winner is advised to seek advice from their own legal or tax professionals regarding the tax implications of accepting a prize package.

10. Selection Process.

- a. Judging Panel. The selection process will be completed by a panel of judges employed by PPC and/or its affiliates, the number and roster of which shall be determined by PPC in its sole and absolute discretion. PPC reserves the right to change the membership of the panel of judges at any time and for any reason.
- b. Judging Criteria; Winner Selection. At various points throughout the Contest Period, which may be determined by PPC in its sole and absolute discretion, the judging panel will select winning Eligible Submissions from among all Eligible Submissions received during the Contest Period based on the following general criteria:
 - i. 30% use of Bellarico products, signage, logos, and other marketing materials, including, without limitation, use of PPC's updated Bellarico branding kit;
 - ii. 40% originality and creativity; and
 - iii. 30% quality of content.
- c. Winner Notification. Each potential winner will be notified via the phone number and/or e-mail address provided to PPC on the Website and given instructions on how to contact PPC through email to claim their prize package, subject to fulfilling all applicable conditions set out in these Rules. Each potential winner must reply to the winner notification from PPC and include their mailing address and/or email address within three (3) business days of receipt of the notification. If the potential winner is not reachable at the phone number and/or e-mail address provided and a forwarding phone number and/or email address is not made available, or if notification is returned as undeliverable, or if the potential winner does not satisfy all applicable conditions set out in these Rules, then the prize package will be forfeited and an alternate potential winner may be selected from among all remaining eligible Submissions at PPC's sole discretion. The odds of winning depend on the total number of Eligible Submissions during the Contest Period. A potential winner may be required to confirm her or his eligibility and release Contest Persons from liability to receive any prize package and/or to submit to a confidential background check, as PPC may determine in its sole discretion. If a potential winner fails to return the completed winner documents within three (3) days, or if the potential winner is ineligible, the prize package will be forfeited, and an alternate winner may be selected, at PPC's sole discretion.

11. License; Publicity. By participating in the Contest or submitting a Submission, each Eligible Entrant (on her/his own behalf and on behalf of the Eligible Operator): (a) grants to PPC, in perpetuity, a royalty-free, world-wide, irrevocable, a non-exclusive license to publish, display, reproduce, distribute, modify, edit, create derivative works from, or otherwise use all Submissions, in whole or in part, for advertising or promoting the Contest or for any other reason, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes and on PPC's and/or any of its affiliates' social media accounts; (b) waives all moral rights in and to the Submissions in favor of PPC (and anyone authorized by PPC to use such Submissions); (c) agrees and consents that PPC and its designees may use the Eligible Entrant's and the Eligible Operator's name, city, state, likeness, photo, Submission(s), and/or prize package information in connection with the Contest for promotional, advertising, or other purposes, in whole or in part, on a worldwide basis, in any and all media now known or hereafter devised, without limitation and without payment, notification, permission or other consideration, except where prohibited by law; and (d) agrees to release and hold harmless the Contest Parties from and against any and all claims, damages, liabilities, costs, and expenses arising from use of such Submission, including, without limitation, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related or other cause of action whatsoever. If requested, Eligible Entrant will sign, and will cause any other persons or entities involved in the creation or authorship of any Submission to sign, any documentation that may be required for PPC or its designees to record and perfect its rights in any Submission and make full and unrestricted use of all Submissions as set forth herein.
12. Acknowledgements. By entering the Contest or submitting a Submission, Eligible Entrant (on her/his own behalf and on behalf of the Eligible Operator) understands, acknowledges and agrees that: (a) PPC is not admitting that any Submission is novel, proprietary, or original; (b) a Submission may be similar or identical to projects, products, ideas, or other materials that PPC may already be aware of and/or developed or in the process of developing; (c) PPC is not, and will not be, under any obligation with respect to any Submission, including, but not limited to, to pay any compensation and/or give any credit, unless specifically stated in a written and signed agreement executed between an Eligible Operator and PPC; and (d) the foregoing provisions apply equally to any other material(s), idea(s), concept(s) or other property (in any form whatsoever) that an Eligible Entrant may submit, or have submitted, to PPC before, on or after the Contest Period.
13. Representations and Warranties. By participating in the Contest, each Eligible Entrant (on her/his own behalf and on behalf of the Eligible Operator) hereby warrants and represents to PPC that any and all Submissions submitted to PPC by such Eligible Entrant (a) are original to the Eligible Entrant and/or that the Eligible Entrant has obtained all necessary rights in and to such Submissions for the purposes of submitting such Submissions to PPC in relation to participation in the Contest; (b) do not violate any law, statute, ordinance or regulation; (c) do not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the legal age of majority in their jurisdiction of residence as set forth in these Rules; (d) will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and (e) will not contain, depict, include, discuss or otherwise involve any materials that are or could be considered inappropriate, unsuitable or offensive.

14. **Liability; Indemnification.** BY PARTICIPATING IN THE CONTEST, THE ELIGIBLE ENTRANT AGREES (ON HER/HIS OWN BEHALF AND ON BEHALF OF THE ELIGIBLE OPERATOR) THAT ANY AND ALL SUBMISSIONS SUBMITTED TO PPC COMPLY WITH ALL CONDITIONS STATED IN THESE RULES. THE CONTEST PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) THE USE OF ANY SUBMISSIONS SUBMITTED TO PPC; (II) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY SUCH SUBMISSIONS AND/OR ANY PERSONAL INFORMATION; AND/OR (III) ANY FAILURE OF OR TECHNICAL ISSUES RELATING TO THE WEBSITE OR RELATED PLATFORM. THE CONTEST PARTIES SHALL BE HELD HARMLESS BY THE ELIGIBLE ENTRANT AND HER/HIS ELIGIBLE OPERATOR IN THE EVENT IT IS DISCOVERED THAT THE ELIGIBLE ENTRANT AND/OR THE ELIGIBLE OPERATOR DEPARTED FROM OR NOT OTHERWISE FULLY COMPLIED WITH ANY OF THESE RULES. THIS RELEASE AND INDEMNITY SHALL CONTINUE IN FORCE FOLLOWING THE TERMINATION OF THE CONTEST AND/OR AWARDING OF ANY PRIZE PACKAGES. You further agree to indemnify and hold harmless the Contest Persons from any and all liability resulting or arising from your participation the Contest, including, without limitation, your breach of these Rules and to release all rights to bring any claim, action or proceeding against the Contest Persons. You also hereby acknowledge that said Contest Persons have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize package. The Contest Parties are not responsible for, and accept no liability whatsoever in relation to, any late, lost, stolen, misdirected, delayed, incomplete, unintelligible, garbled, erroneous, damaged, invalid or incompatible Submissions (all of which are void) or any property loss, damage, personal injury or death) in connection with: participation in this Contest, or the acceptance, redemption, or use of any prize package; human error; incorrect or inaccurate transcription of Submission information; acceptance/possession, use/misuse and/or defects of the prize packages awarded herein; any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, internet service provider used in entering or operating the Contest; interruption or inability to access the Contest due to hardware or software compatibility problems; any damage to any computer and/or its contents related to or resulting from any part of this Contest; any lost/delayed data transmissions, omissions, interruptions, defects and/or any other error or malfunctions, even if caused by the negligence of one of the Contest Persons. Any attempt to undermine the legitimate operation of the Contest in any way may be a violation of criminal and/or civil laws and should such an attempt be made, PPC reserves the right to seek remedies and damages to the fullest extent permitted by law.
15. **Data Protection & Privacy; Internet.** Personal information collected by PPC in connection with the Contest is subject to PPC's privacy policy located at <https://bellaricopizza.com/privacy> and applicable data protection laws. By entering the Contest, you agree to the collection, processing, disclosure, and storage of your personal data by PPC for purposes of the Contest. Except as otherwise provided herein for the use of certain winner information, personal information collected by PPC from each entrant will only be used for the purpose of the Contest. Normal Internet access and usage charges imposed by your online service will apply and are your responsibility. In addition, if you access the Website on a mobile device, message and data rates may apply and are your responsibility. Please consult your telecommunications provider regarding its pricing plans.

16. Governing Law. The Contest is subject to all federal, state, and local laws and is void where restricted or prohibited. To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of entrants, PPC or any of the other the Contest Parties in connection with the Contest will be governed by and construed in accordance with the laws of the state of Wisconsin, without giving effect to any choice of law or conflict of law principles that would apply the laws of any other state. To the fullest extent permitted by applicable law, the decisions of PPC with respect to all aspects of the Contest are final and binding on all participants without right of appeal.
17. Modifications. PPC reserves the right, in its sole and absolute discretion at any time, to request an Eligible Entrant to modify, edit and/or re-submit any Submission for any reason, to cancel, withdraw, amend, or suspend the Contest (or to amend these Rules) in any way without prior notice or obligation for any reason whatsoever.
18. Miscellaneous. If any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with the remaining provisions as if the invalid or illegal provision was not contained herein. In the event of any discrepancy or inconsistency between these Rules and disclosures or other statements contained in any other Contest-related materials, including, but not limited to, print or online advertising and/or any instructions or interpretations of these Rules given by any representative of PPC; these Rules shall prevail, govern, and control to the fullest extent permitted by applicable law. Entrants can request an updated Bellarico branding kit from PPC by emailing information@bellaricopizza.com.