

THE COMMERCE HOUSE SWIFT MEATS SWEEPSTAKES
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING. ENTERING IN THIS SWEEPSTAKES, ENTRANT AGREES TO BE BOUND BY THESE SWEEPSTAKES RULES. ODDS OF WINNING DEPEND ON NUMBER OF ENTRIES RECEIVED.

The Commerce House Swift Meats Sweepstakes ("Sweepstakes") is sponsored by JBS USA Food Company Holdings ("Sponsor"), 1770 Promontory Circle, Greeley, CO 80634 and is administered by Prize Logic, LLC ("Administrator"), Two Towne Square, Suite 200, Southfield, MI 48076.

1. **SWEEPSTAKES PERIOD:** The Sweepstakes begins on September 1, 2022 at 12:00 PM Eastern Time ("ET") and ends on October 15, 2022 at 11:59:59 PM ET ("Sweepstakes Period"). The Administrator's computer is the Sweepstakes official clock.

2. **ELIGIBILITY:** This Sweepstakes is open only to legal residents of the forty (48) contiguous United States (including the District of Columbia) (excluding Alaska, Florida, Hawaii, New York, and Rhode Island) who are at least eighteen (18) years old at the time of entry. This Sweepstakes specifically excludes residents of Alaska, Florida, Hawaii, New York, Rhode Island, Puerto Rico, Guam, and any other territories or holdings of the United States ("Excluded Regions"). Employees of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Sweepstakes Entities") and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All federal, state, and local laws apply. Void in the Excluded Regions and where prohibited or restricted by law.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Sweepstakes.

3. **HOW TO ENTER THE SWEEPSTAKES:** During the Sweepstakes Period, an eligible entrant must follow the steps below to receive one (1) Sweepstakes entry:
 - A. Sign into his/her Instagram account (entrant may create an Instagram account for free if he/she does not already have one);
 - B. Become a follower of @Swift__Meats on Instagram (if not already following @Swift__Meats). There is no charge to sign up for Instagram or to follow @Swift__Meats;
 - C. Visit the Sponsor's Instagram page @Swift__Meats and follow @Swift__Meats on Instagram. During the Sweepstakes Period, Sponsor will make a post on their Instagram account about the Sweepstakes and inviting entrants to enter the Sweepstakes ("Invitation Post"). An entrant must "like" the Invitation Post and then post a comment to the Invitation Post with the hashtags "#TailgateTogetherWithSwift" and "#Sweepstakes" ("Entry"). Note: The Entry does not need to feature a Swift Meats product to receive an Entry and featuring a Swift Meats product will not increase an entrant's chances of winning. Upon completion of all of the above steps, entrant will receive one (1) Entry into the Sweepstakes.

Entrant must have a non-private Instagram account. An entrant must follow @Swift__Meats on Instagram at the time of entry and for sixty (60) days after the end of the Sweepstakes Period for winner notification purposes. If an entrant does not have a non-private Instagram account, he/she can create one at no cost from the Instagram app. Please note that an entrant must agree to comply with the Instagram Terms of Use (<https://www.instagram.com/about/legal/terms/>) and Privacy Policy (<https://www.instagram.com/about/legal/privacy/>) in order to participate in this Sweepstakes. By participating in the Sweepstakes, entrant understands that he or she is providing his or her information to Sponsor and not Instagram, Inc. ("Instagram"). Further, entrant specifically agrees to release Instagram from any and all liability associated with this Sweepstakes. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram or any of their affiliates.

By submitting an Entry and using the hashtags "#TailgateTogetherWithSwift" and "#Sweepstakes" each entrant hereby agrees to the terms and conditions set forth in these Official Rules and each entrant agrees that his/her entry conforms to the entry guidelines and restrictions set forth below ("Entry Guidelines and Restrictions"). Submitting an Entry constitutes entrant's grant to Sponsor, its parents and affiliates, and the employees, officers, directors, licensees, designees, agents, successors and assigns (collectively, "Grantees"), a royalty-free, irrevocable, perpetual, nonexclusive license to use, reproduce, modify, post, distribute, publish or create derivative works from and display the Entry in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional, advertising, public relations, trade show and/or marketing purposes, without further compensation, notification or permissions of any kind except where prohibited by law. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the nonexclusive rights entrant is granting to use the Entry. This license expressly includes a right (but not the obligation) for Sponsor to modify Entries to remove any third party intellectual property. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the Entry for any purpose which Sponsor deems necessary or desirable, and each entrant irrevocably waives any and all so-called moral rights they may have therein. Each entrant hereby acknowledges that such entrant does not reserve any rights in or to the Entry. The displaying of an Entry on any website/social media platform does not constitute verification of eligibility or compliance with these Official Rules and all Entries and entrants remain subject to verification of eligibility and compliance with these Official Rules as determined by Sponsor at its sole discretion.

Entrants agree that Sponsor has the right, but not the obligation, to use and/or otherwise display the Entries as set forth above, and that if such Entries are, in Sponsor's sole discretion, displayed on any website/social media platform, such Entries may be subject to third party comments that will be publicly viewable, and further, such Entries may also be saved, shared, and/or further e-mailed by such third parties on the internet or otherwise.

IMPORTANT: MESSAGE AND DATA RATES MAY APPLY IF AN ENTRANT ENTERS THIS SWEEPSTAKES ON HIS/HER MOBILE DEVICE. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THESE SWEEPSTAKES. ENTRANTS SHOULD CONSULT THEIR WIRELESS PROVIDER'S PRICING PLANS. MOBILE ENTRY IS NOT REQUIRED TO ENTER OR WIN A PRIZE IN THESE SWEEPSTAKES.

Once an entry is submitted in the Sweepstakes it may be made available on Sponsor's social media accounts or other websites for viewing by the general public and any such posting will be deemed made at the direction of the entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act. All entries must be received during the Sweepstakes Period and must comply with these Official Rules, including, but not limited to the entry requirements set forth below.

Entry Guidelines and Restrictions: All Entries must comply with the following restrictions:

- Must be submitted during the Sweepstakes Period;
- Must be the entrant's original content;
- Must be created solely by the entrant, and may not be plagiarized, have been previously published or have previously won a prize or award;
- Must be in English, except for commonly understood foreign words;
- Must contain the hashtags "#TailgateTogetherWithSwift" and "#Sweepstakes";
- Must follow the instructions and comply with these Official Rules;
- Must comply with the Instagram Terms of Service as applicable;
- Must not have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means;
- Must have permission from any individual identifiable in any photograph besides the entrant, or must not include any identifiable individual besides the entrant. Entrant must be able to provide written proof of permission from any identifiable individual upon Sponsor's request. If any such person is a minor the entrant must be his/her parent/legal guardian;
- Must not disparage Sponsor, Administrator, or any other person or party affiliated with the promotion and administration of this Sweepstakes;
- Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights, including copyright infringement (including, but not limited to logos (manufacturer or carrier), trade names, or patented features). Sponsor may, in its sole and absolute discretion, blur any item that violates the foregoing and enter the Entry;
- Must not prominently feature any third party logos or marks. Sponsor may, in its sole and absolute discretion, blur any item that violates the foregoing and enter the Entry;
- Must not include personally identifiable information, including but not limited to phone numbers or e-mail addresses;
- Must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, violent, tortious, defamatory, slanderous or libelous (as determined by Sponsor at Sponsor's sole discretion);
- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age (as determined by Sponsor at Sponsor's sole discretion);
- Must not contain any express or implied commercial endorsement;
- Must not contain, facilitate, reference, or use material that promotes illegal drug use, alcohol abuse, or other illegal activity;
- Must not contain material or statements that promote use of alcohol by minors, 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;
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way; and

- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Entry is created.

Sponsor reserves the right, but is not obligated, to disqualify any Entry that fails to comply with the foregoing Entry Guidelines and Restrictions.

Limit: There is a limit of one (1) Entry per person during the Sweepstakes Period. If more than one (1) Entry is received from the same person and/or Instagram account, only the first entry received may be considered valid.

- 4. RANDOM DRAWINGS:** On or around October 16, 2022, the Administrator will randomly select one (1) potential grand prize, winner, five (5) potential first prize winners, and ten (10) potential second prize winners, from all eligible entries received. Each winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules.

5. PRIZES, APPROXIMATE RETAIL VALUE (“ARV”) AND ODDS OF WINNING:

A. **Grand Prize (1):** The grand prize is a backyard makeover (awarded as \$25,000) (“Grand Prize”). There will be one (1) Grand Prize available in the Sweepstakes. The ARV of the Grand Prize is up to \$25,000. The Grand Prize is a cash prize and will be disbursed via check or Chase Quick Pay. Sponsor reserves the right to change the disbursement method of the Grand Prize, in its sole discretion.

B. **First Prizes (5):** Each first prize is a grill and a Swift Meat bundle that includes seasonal cuts of pork and/or beef (exact cuts of meat determined by Sponsor in its sole discretion) (each a “First Prize”). There will be five (5) First Prizes in the Sweepstakes. The ARV of each First Prize is \$649.

C. **Second Prizes (10):** Each second prize is a Swift Meat bundle that includes seasonal cuts of pork and/or beef (exact cuts of meat determined by Sponsor in its sole discretion) (each a “Second Prize”). There will be ten (10) Second Prizes in the Sweepstakes. The ARV of each Second Prize is \$100.

D. **Total ARV:** The total ARV of all available prizes in this Sweepstakes is \$29,245.

E. **Odds of Winning:** The odds of winning a prize depend on the total number of eligible entries received during the Sweepstakes Period.

F. **General:** In no event will more than the stated number of prizes be awarded. If, for any reason, more than the stated number of notifications are sent (or more claims are received), Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received. No prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a prize or force majeure event (as defined herein). All other costs and expenses not expressly set forth herein shall be solely the winner’s responsibility. The Sweepstakes Entities shall not be held responsible for any delays in awarding a prize for any reason. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded. Limit of one (1) prize per person during the entire Sweepstakes.

- 6. HOW TO CLAIM A PRIZE:** Each potential winner will be notified on Instagram by Direct Message from @Swift__Meats with instructions on how to claim his/her prize. The potential winners must respond to Instagram Direct Message winner notification within twenty four (24) hours or they may, at the Sponsor's sole discretion, be disqualified. The potential Grand Prize winner and First Prize winners will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents within five (5) business days from the date of attempted notification or the respective prize may be forfeited in its entirety and awarded to an alternate winner, at the Sponsor's sole and absolute discretion. Failure to provide all required information and a signature on the documents within the stated time period may result in forfeiture of winner's right to claim a prize, and may result in the prize being awarded to an alternate winner, if time permits. The Sweepstakes Entities shall not be held responsible for any delays in awarding a prize for any reason. If a potential winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept a prize, or the winner notification is returned as undeliverable or a potential winner fails to respond to a winner notification within the timeframe specified in such winner notification, or if the potential winner does not answer the initial notification, the prize may be forfeited. If a prize is forfeited for any reason, it may be awarded to an alternate potential winner, at the Sponsor's sole and absolute discretion, selected at random from the remaining pool of eligible entries received during the Sweepstakes Period, time permitting. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded. Prizes are not transferable and include only the items specifically listed as part of a prize. Any portion of a prize not accepted by winner will be forfeited. The winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for the prize won. Sponsor will issue an IRS Form 1099 for to the Grand Prize winner and each First Prize winner. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. The prizes will only be awarded to verified winners.

Upon verification of eligibility, each First Prize and Second Prize will be mailed to the winner at the mailing address provided upon winner verification and the Grand Prize winner will be contacted for prize fulfillment. The right to receive a prize is non-assignable, non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor who reserves the right to substitute a prize of equal or greater value in case of unavailability of the prize or force majeure event (as defined herein). Each winner is solely responsible for all costs and expenses associated with the prize that are not stated in these Official Rules.

- 7. LIMITATION OF LIABILITY:** By participating in this Sweepstakes, entrants agree that the Sweepstakes Entities, Instagram, and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications, telephone calls, or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/Website/UseNet accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Sweepstakes; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in

the Sweepstakes and/or accepting a prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Sweepstakes Entities are not responsible for any undelivered telephone calls, messages or e-mails, including without limitation, e-mails that are not received because of an entrant's privacy or spam filter settings that may divert any winner notification or other Sweepstakes related e-mail to a spam or junk folder.

By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

8. FORCE MAJEURE: If, for any reason, the Sweepstakes is not capable of running as planned, or the integrity and or feasibility of the Sweepstakes is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each, a "force majeure event"), Sponsor reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of winners in a manner it deems fair and reasonable, including the selection of winners from among eligible entries received prior to such cancellation, termination, modification or suspension without any further obligation provided a sufficient number of eligible entries are received. If Sponsor, in its discretion, elects to alter this Sweepstakes as a result of a force majeure event, a notice will be posted at swiftmeatssweeps.prizelogic.com ("Website").

9. DISPUTES: THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. IF THE

CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“JAMS RULES”). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS’ FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR SWEEPSTAKES ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE SWEEPSTAKES PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

10. **PRIVACY:** Sponsor’s privacy policy is available at <https://swiftmeats.com/privacy-policy/>.
11. **PUBLICITY RIGHTS:** By participating in this Sweepstakes, each entrant agrees to allow the Sponsor and Sponsor’s designee the perpetual right to use his/her name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Sweepstakes for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
12. **GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. If it is discovered or suspected at Sponsor’s sole discretion that an entrant has registered or attempted to register more than once using multiple email addresses, multiple identities, multiple Instagram accounts, proxy servers or like methods, all of that entrant’s entries will be declared null and void, and that entrant will be ineligible to win a prize. Also, if it is discovered that any entrant attempts to receive additional entries in excess of the stated limitation, that entrant may, at Sponsor’s sole discretion, be disqualified from the Sweepstakes. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the email address associated with the Instagram account used to submit an entry. “Authorized account holder” is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Sponsor and Administrator reserve the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Sweepstakes, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Sweepstakes. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Sweepstakes may void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE SWEEPSTAKES TO UNDERMINE THE LEGITIMATE OPERATION OF THIS**

SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any Sweepstakes promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

13. WINNERS LIST: For a list of winners, interested individuals should mail a self-addressed stamped business envelope to: Winners List, - The Commerce House Swift Meats Sweepstakes, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received no later than December 15, 2022.

Customer Service inquiries may be made at [Contact Us](#).

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