

Roche Bros. Holiday Instant Win and Sweepstakes

Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

Overview: Roche Bros. Holiday Instant Win and Sweepstakes (the "Promotion") consists of two (2) separate instant win game (the "Instant Win Game") prize pools (each an "Game Prize Pool") and two (2) separate sweepstakes (the "Sweepstakes") prize pools (each a "Sweepstakes Prize Pool"). Employees of Roche Bros., Inc. (the "Sponsor") will comprise its own Prize Pool for the Instant Win Game as well as the Sweepstakes, which shall be referred to as the "Associate Game Prize Pool" and the "Associate Sweepstakes Prize Pool." Non-employees of the Sponsor will comprise the "Consumer Game Prize Pool" and the "Consumer Sweepstakes Prize Pool."

1. Eligibility: The Promotion is open only to legal residents of Massachusetts who are at least eighteen (18) years old at the time of entry. Employees of Merkle Inc. ("Administrator"), and their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules. Sponsor's and Administrator's decisions are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Roche Bros., Inc., 11 Hampshire Street Mansfield, MA 02048. **Administrator:** Merkle Inc. (previously known as HelloWorld, Inc.), 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Promotion begins on November 24, 2024 at 12:00 a.m. Eastern Time ("ET") and ends on January 5, 2025 at 11:59 p.m. ET (the "Promotion Period"). Administrator's servers are the official time-keeping device for this Promotion.

4. How to Enter: During the Promotion Period, visit www.rochebrosholidayinstantwin.com ("Promotion Site") and accurately complete and submit the registration form by selecting your Roche Bros. store location and including your first and last name (initials only are not sufficient), email address and a home address (P.O. Boxes are not permitted). If you are an employee of the Sponsor, please indicate that on the registration form by checking the applicable box. You will receive one (1) Sweepstakes entry into the applicable Sweepstakes Prize Pool drawing and advance to the Instant Win Game page where you will receive one (1) Instant Win Game play for the applicable Game Prize Pool. Once on the Instant Win Game page, follow the links and instructions to play the Instant Win Game. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided prize claim directions. Only potential winners who timely complete prize claim requirements and/or are verified as eligible, subject to household prize limits, will be awarded a prize. Administrator is responsible for the functionality of the Instant Win Game. If you play the Instant Win Game and receive a "lose" message, meaning you are not a potential winner of an Instant Win Game prize, you will, however, receive one (1) additional Sweepstakes entry into the applicable Sweepstakes Prize Pool drawing.

Limit: Each entrant may enter the Sweepstakes and play the Instant Win Game one (1) time per day during the Promotion Period; each entrant may receive one (1) additional Sweepstakes entry per day during the Promotion Period if they lose the Instant Win Game. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/entries, and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or

misdirected registrations, which will be disqualified. In the event of a dispute as to the identity of any entrant, Sponsor and Administrator will rely on the information submitted by the entrant to register for this Promotion. If any additional information provided by entrant is inconsistent with the information provided at registration for this Promotion, Sponsor and/or Administrator may disqualify such entrant and such disqualification may result in the forfeiture of any prizes won. Sponsor, in its discretion, may require additional documentation from entrant to show proof of entrant's identity.

5. Operation of Sweepstakes and Instant Win Game: Administrator is an independent organization whose decisions as to the administration and operation, including the selection of potential winners, are final and binding in all matters related to the Promotion.

Sweepstakes: Administrator will randomly select the potential Sweepstakes winners from all eligible entries received for each respective Sweepstakes Prize Pool on or around January 6, 2025.

Instant Win Game:

Consumer Game Prize Pool: Two hundred sixty-six (266) random, computer-generated winning times, one for each prize listed below, will be seeded throughout the Promotion Period.

Associate Game Prize Pool: Two hundred thirty-three (233) random, computer-generated winning times, one for each prize listed below, will be seeded throughout the Promotion Period.

If you are the first player to play the Instant Win Game at or after one of the randomly seeded times, you will be a potential instant winner of the prize indicated, subject to verification of potential winner's eligibility and the household prize limitations. Only the first eligible entrant from a household to receive an on-screen notification of winning an Instant Win prize will be eligible to win the applicable prize.

6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR AND ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID AND WILL NOT BE HONORED.

7. Verification of Potential Winners: Receiving a prize is contingent upon compliance with these Official Rules. The potential Sweepstakes winners will be notified by email. Potential winners may be required to provide their name, home mailing address (P.O. Boxes are not permitted), and date of birth to confirm eligibility and for purposes of prize fulfillment within five (5) days of the date notice or attempted notice is sent, to claim the prize. Each potential winner of a prize valued at or over \$600.00 will be required to sign and return a Declaration of Compliance, Liability Waiver, and where not prohibited, a Publicity Release ("Declaration") which must be received by Administrator, within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted or fails to sign and return the Declaration or provide any other requested information within the required time period, as applicable, or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential winner of a prize valued over \$25.00 forfeits the prize or is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings, after which the prize will remain unawarded. Unclaimed prizes valued at or less than \$25.00 will not be awarded.

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

Sweepstakes Prizes:

Consumer Sweepstakes Prize Pool: ONE (1) CONSUMER SWEEPSTAKES PRIZE POOL PRIZE: A \$1,000 Roche Bros. gift card, terms and conditions apply. ARV: \$1,000.00.

Associate Sweepstakes Prize Pool: ONE (1) ASSOCIATE SWEEPSTAKES PRIZE POOL PRIZE: A \$1,000 Amex gift card, terms and conditions apply. ARV: \$1,000.00.

Odds of winning a Sweepstakes Prize depend on the number of eligible entries received for each Sweepstakes Prize Period during the Promotion Period. Limit: One (1) Sweepstakes prize per person.

Instant Win Game Prizes:

Consumer Game Prize Pool:

Consumer Game Prize Pool Prize Description	Quantity	ARV
One (1) “The Smash” by Certified Angus Beef	4	\$34.95
One (1) walnut steer trivet by Certified Angus Beef	4	\$26.95
One (1) can cooler by Certified Angus Beef	2	\$21.95
One (1) HydroSip water bottle in white by Certified Angus Beef	3	\$16.95
One (1) HydroSip water bottle in yellow by Certified Angus Beef	3	\$16.95
One (1) thermometer by Certified Angus Beef	6	\$15.95
One (1) “The Spat” by Certified Angus Beef	2	\$14.95
One (1) cattle journal by Certified Angus Beef	6	\$13.95
One (1) set of beef cuts playing cards by Certified Angus Beef	4	\$10.95
A \$10.00 Roche Bros gift card	30	\$10.00
One (1) suede momo stick by Certified Angus Beef	8	\$8.95
One (1) magnetic steer clip by Certified Angus Beef	20	\$7.95
A free product coupon good for any Hood Product of your choice up to \$7.50	50	\$7.50
\$5 Customer Appreciation Coupon from Dietz and Watson	43	\$5.00
A \$5.00 Roche Bros gift card	30	\$5.00
One (1) signature seasoning by Certified Angus Beef	8	\$3.95
\$1.00 Customer Appreciation Coupon from Toni’s Own Gourmet Cookies	43	\$1.00

Associate Game Prize Pool:

Associate Game Prize Pool Prize Description	Quantity	ARV
One (1) pair of tickets to a local professional football game in January, 2025	1	\$342.00
One (1) pair of tickets to a local professional football game in January, 2025	1	\$342.00
One (1) Roche Bros. LL Bean blanket	15	\$49.95
A \$10.00 Roche Bros gift card	15	\$10.00
A free product coupon good for any Hood Product of your choice up to \$7.50	50	\$7.50
\$5 Customer Appreciation Coupon from Dietz and Watson	43	\$5.00
A \$5.00 Roche Bros gift card	15	\$5.00

\$1 Customer Appreciation Coupon from Toni's Own Gourmet Cookies	43	\$1.00
One (1) Roche Bros. koozie	50	\$1.00

Odds of winning depend on the date/time of entry, the number of prizes remaining available at the time of entry and number of eligible Instant Win Game plays received. The number of prizes available to be won will diminish as they are awarded. Limit: One (1) Instant Win Game prize per person.

Total ARV of all prizes for the Consumer Sweepstakes Prize Pool and Consumer Game Prize Pool: \$2,991.50.

Total ARV of all prizes for the Associate Sweepstakes Prize Pool and Associate Game Prize Pool: \$3,341.25.

For All Prizes: Terms and conditions of gift cards and coupons apply. Prizes are non-transferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. ARVs are determined as of the time these Official Rules were published and the value of a prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the prize at the time the prize is awarded. Winners of a prize equal to or greater than \$600 will receive an IRS Form 1099 MISC reporting the actual value of the prize received. Where applicable, prize style, color, size, and all other details will be determined by Sponsor in its sole discretion. All other costs and expenses associated with acceptance of the prize that are not expressly set forth herein shall be solely the winner's responsibility. Prizes are 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. Household prize limitations will be based on home address provided at registration; requests to change address after being selected as a winner may not be permitted. Prizes will be fulfilled approximately 8-10 weeks after conclusion of the Sweepstakes.

For Ticket Prizes: The Sponsor is not responsible if the event is delayed, postponed or cancelled for any reason and winner will not be reimbursed for tickets. Seating and timing to be determined in the sole discretion of Sponsor. Tickets may be subject to Sponsor's standard rain-check policies and procedures. By accepting ticket prize, winner agrees to abide by any terms, conditions and restrictions provided by the ticket. The Sponsor is not responsible if winner does not use ticket on day of event. **Transportation is not included in prize.** Any other expenses associated with prize acceptance and use not specifically listed herein as being provided, including ground/air transportation, luggage fees, meals, gratuities, delivery charges, etc., are the responsibility of each winner. **There exists an inherent risk of exposure to COVID-19 in any public place where people are present. COVID-19 is a contagious disease that can lead to severe illness and death. By traveling and attending game, winner and winner's guest voluntarily assume all risks related to exposure to COVID-19.** Failure to comply with any required COVID-19 requirements, may result in forfeiture of the prize.

9. Release: By receipt of any prize, winners agree to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Promotion and/or acceptance, use, inability to use, misuse or redemption of any prize (including any injury or harm related thereto).

10. Publicity: Except where prohibited, participation in the Promotion constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions

and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration. Sponsor is not obligated to use any of the above-mentioned information or publicity materials but may do so and edit such information or materials at its sole discretion, without further obligation or compensation.

11. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes or Instant Win Game, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes or Instant Win Game, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to modify the prizes offered herein and to award the prizes at random from among the eligible entries or plays received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or Instant Win Game, including but not limited to submitting fraudulent entries/plays, or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes or the Instant Win Game may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In no event will more prizes than are stated in these Official Rules be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received. In the event there is a discrepancy or inconsistency between any other statements contained in any promotion-related materials (including printed versions of these Official Rules) and the Official Rules as posted on the Promotion Site, the Official Rules as posted on the Promotion Site shall prevail, govern, and control.

12. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information either caused printing errors or by any of the equipment or programming associated with or utilized in the Promotion or provided by entrants; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections to the internet, in phone lines, or network hardware or software; (3) unauthorized human intervention in any part of the Promotion, including but not limited to the entry process; (4) technical or human error which may occur in the administration of the Promotion, including but not limited to the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt, use, inability to use, or misuse of any prize. If for any reason an entrant's entry or play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry or Instant Win Game play, if possible.

13. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and 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 exclusively by the United States District Court for the Eastern District of Michigan or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with

the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

14. Severability: If the application of any provision of these Official Rules to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (a) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of these Official Rules, shall not in any way be affected or impaired thereby; and (b) such provision shall be enforced to the maximum extent possible. In addition, if any provision contained in these Official Rules shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.

15. Entrant's Personal Information: Information collected from entrants is subject to the Sponsor's Privacy Policy <https://www.rochebros.com/privacy-policy>.

16. Winner List: For a winner list, please [click here](#). The winner list will be posted after winner confirmation is complete.

© 2024 Merkle Inc. All Rights Reserved.