

THE FOLLOWING SWEEPSTAKES IS INTENDED FOR VIEWING IN STATE OF PENNSYLVANIA ONLY AND SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW AND AMERICAN ENGLISH. YOU MUST BE AT LEAST 18 YEARS OF AGE OR OLDER TO ENTER.

Drexel Dining's Ugly Produce Sweepstakes—Official Rules

NO PURCHASE NECESSARY. A PURCHASE, IF APPLICABLE, WILL NOT INCREASE YOUR CHANCES OF WINNING A PRIZE.

1. **Sweepstakes Period.** The "Sweepstakes Period" is from 12:00:01 am Eastern Time (ET) on March 26th, 2023 ("Sweepstakes-Start") to 11:59:59 pm ET on April 2nd, 2023 ("Sweepstakes-End").
2. **Sponsor.** The sweepstakes sponsor is Aramark Educational Services, LLC, 2400 Market Street, Philadelphia, PA 19103 (the "Sponsor").
3. **Eligibility.** The Sweepstakes is open only to legal residents of the *Pennsylvania* who are lawful permanent residents or are lawfully present in the U.S. pursuant to a valid non-immigrant visa, and (i) who are 18 years of age or older at the time of entry, and (ii) who are registered students at Drexel University. Employees, officers, directors, agents, representatives, and their immediate families (spouse, parents, children, siblings, and each of their spouses regardless of where they live) or members of the same household of the Sponsor, its respective parent companies, subsidiaries and anyone connected with the production or distribution of the Sweepstakes (who are not affiliated with **Drexel University**) (the "Sweepstakes Entities") are not eligible to enter or be awarded a prize. For the sake of clarity, students/faculty working either full-time or part-time for the Sponsor are not eligible to enter or win the Sweepstakes.
4. **How to Enter.**
You may enter the Sweepstakes by submitting a "ugly" produce picture via Instagram through direct message or by email submission to drexelcampusdining@aramark.com.

You may also enter the Sweepstakes without purchasing anything by clearly hand-printing your name, address, mailing address, daytime phone number, date of birth and email address, for which you are the authorized user, and the prize towards which you are submitting an entry on a 4"x6" postcard and mail it with first class postage to: "Drexel Dining's Ugly Produce" Sweepstakes, c/o Drexel Dining, 3250 Chestnut St, Philadelphia, PA 19104. All postcards must be postmarked by March 26th, 2023 and received by April 3rd, 2023. Duplicate or oversized postcard entries, copies and other mechanical reproductions are not permitted for mail-in entries and will be disqualified from drawings. Sponsor is not responsible for illegible, lost, late, misdirected, postage due, damaged or incomplete entries. Proof of mailing an entry is not proof of receipt. "Authorized user" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider or organization (e.g. business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the email address. In the case of a dispute regarding who submitted a particular online entry, the entry will be deemed submitted by the authorized account holder of the email account. **You may enter only once regardless of the method of entry. If entry is permitted using a social media platform, the following Content Restrictions apply:**

- The Entry will comply with the social media platform's Terms of Service.
- The Entry must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;

- The Entry must not disparage any person or party affiliated with the Contest;
- The Entry must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- The Entry must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Entry must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Entry is created.
- In the event of a dispute, the authorized account holder of the social media account (as applicable) specified will be deemed to be the entrant. The authorized account holder of the account (as applicable) is the natural person who is assigned to the account (as applicable) by the social media platform. Sponsor reserves the right to terminate or re-run the Contest and withhold the Prize(s) if, in Sponsor's reasonable opinion, there are insufficient Entries.

Entries are deemed to be received at the time of receipt into Sponsor's server, not at the time of transmission by an entrant. The use of automated devices or any other mechanism that will circumvent the proper conduct of this Contest, whether intentional or otherwise, is prohibited. By entering, each entrant grants to Sponsor an irrevocable, perpetual, royalty-free, transferable license of unlimited right, title and interest in and to his/her Entry, including, but not limited to, all copyright and trademark rights therein and thereto and all renewals and extensions thereof, throughout the universe, in perpetuity, for all purposes, in any and all media, whether now known or hereafter devised.

5. **Quantity, Prizes, Approximate Retail Value (ARV) and Odds of Winning.** There will be two (2) Grand Prizes: a Munch Mail Voucher, (Approximate Retail Value \$75-125.00). **Odds of winning depend on the total number of eligible entries received by the Sponsor.** Winner acknowledges that the Sweepstakes Entities have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to the prize or regarding the use, value or enjoyment of the prize. The prizes will be awarded if properly claimed according to the Official Rules. Should the actual value of the prize be less than the ARV stated, the difference will not be awarded in cash. Only the prizes and the value listed in the Official Rules shall be awarded. The right to receive the prizes is non-assignable and non-transferable and no prize substitution, exchange or cash equivalent will be allowed except by the Sponsor who reserves the right to substitute the prize (or portion of prize) of equal or greater value in case of unavailability of the prize or force majeure. Prize or prize notification that is returned as undeliverable will disqualify the winner and an alternative winner shall be selected in random drawings at the sole discretion of the Sponsor.
6. **Winner Selection.** The winners will be chosen, on or about April 5th, 2023, in a random drawing from all eligible entries received. We will notify a potential winner within five (5) days after the selection is made by e-mail and/or phone. A potential winner will have three (3) business days from the date of notification to claim the prize and sign and return an *Affidavit of Eligibility, Liability and Publicity Release*. A potential winner's failure to timely respond or to timely provide a signed *Affidavit* will signify to the Sponsor that the potential winner has declined the prize and, without further notice, the Sponsor may select another potential winner for the prize in a random drawing at the sole discretion of the Sponsor. The Sponsor will have no obligation to award, deliver or to select another potential winner for a prize that has been declined or that has not been claimed in a timely manner in accordance with these Official Rules.
7. **General.** Sweepstakes administration and winner selection and verification will be conducted by the Sponsor whose decisions are final and legally binding. No participant or

winner shall have the right to contest any decision by Sponsor or any independent judging organization concerning any aspect of the Sweepstakes or the interpretation of the Official Rules or the determination as to the qualification of entries. By participating in this Sweepstakes, you agree to be bound by these Official Rules. Proof of entry is not proof of entry receipt. Sponsor reserves the right to cancel/terminate, modify or suspend the Sweepstakes if in Sponsor's sole determination it believes that the integrity of the Sweepstakes has been, or could be, compromised or that the Sweepstakes is not capable of running as planned or fairly, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, force majeure, human error or any other causes beyond Sponsor's control. No winner will be drawn should the Sweepstakes be cancelled/terminated if the Sweepstakes cannot be run as planned or fairly. Sponsor reserves the right to disqualify any discovered entry from the Sweepstakes if, in Sponsor's sole judgment, entrant has not fully complied with these Official Rules. Without limitation, all of an entrant's discovered entries will be disqualified, at the sole discretion of Sponsor, if (i) entrant (i) attempts to enter the Sweepstakes through any means other than as described in these Official Rules, (ii) provides information that is inaccurate or fraudulent or (iii) attempts to disrupt the Sweepstakes or circumvent the terms and conditions of these Official Rules. The Sweepstakes Entities assume no liability for damage caused to entrant's or any other person's/entity's computer hardware, software or communications network, regardless of cause. By entering this Sweepstakes, a participant explicitly releases, discharges and holds harmless the Sweepstakes Entities, prize providers and their successors, estates and assigns and all their respective shareholders, directors, officers and employees, one and all, from any and all liability, actions, causes of action, damages, actual, incidental or consequential, claims and demands whatsoever in law or equity, including all "costs", which s/he now has or may acquire, by reason of any personal injury, death, loss of or damage to property, or any reason, occurring during or arising out of his/her participation in the Sweepstakes and the acceptance and use or misuse of a prize. A winner agrees that, by accepting the prize, he or she waives the right to (1) assert as a cost of winning the prize any and all costs of verification and redemption or travel to redeem said prize, and (2) claim any liability (including attorney's fees and costs) which might arise from redeeming or seeking to redeem said prize (including any travel related thereto).

8. **Compliance with Laws and Taxes.** The Sweepstakes is void where prohibited. If any provision of this Sweepstakes shall be deemed to violate any federal, state or municipal law, it shall be amended to conform to such law and all other provisions shall remain in full force and effect. All federal, state and local laws and regulations apply. All taxes are winner's responsibility and, to the extent applicable, a Form #1099 may be issued to a prizewinner for the value of the prize as stated above or the actual value.
9. **Promotion and Publicity.** Acceptance of a prize constitutes permission to use the winner's name, voice and likeness and any and all identifying characteristics for promotional, advertising and publicity purposes by Sponsor; this permission includes, but is not limited to, the taking of photographs and/or videos by Sponsor's photographer/videographer or the requesting of a photograph by Sponsor for publicity purposes, without further consent or compensation, unless prohibited by law and winner agrees to execute any and all documents requested by Sponsor to convey such rights to own all the results thereof. Nothing contained herein shall be deemed to obligate Sponsor to make use of any of the rights granted herein and winner waives any right to inspect or approve any such use of any and every nature and kind.
10. **Errors and Technical Issues.** The Sweepstakes Entities shall not be responsible for technical, pictorial, typographical or editorial errors or omissions in any marketing

materials or these Official Rules. The Sponsor is not responsible for those who cannot access the Internet or cannot click-through on the Internet for any period of time to purchase a meal plan, regardless of technical, hardware, software, telephone, Internet, virus contamination or network problems and for delay, failure or malfunction for any reason including, but not limited to, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors, force majeure, human errors, including but not limited to, errors by the Sponsor's representatives who enter incorrect information into any of the Sponsor's computer systems.

11. **Ownership and Privacy.** All entries submitted become the property of the Sponsor and none will be acknowledged. The Sponsor collects personal information from you when you enter the Sweepstakes. Such personal information collected is subject to the Sponsor's Privacy Policies found at www.aramark.com by clicking on "Privacy Policy."
12. **Disputes.** Entrant agrees that any and all disputes, claims, actions and causes of action arising out of or connected with this Sweepstakes or the prize awarded and all issues and questions concerning the validity, interpretation and enforceability of these Official Rules shall be resolved individually, without resort to any form of class action, and exclusively in a court of competent jurisdiction sitting in Philadelphia County, Pennsylvania without regard for conflicts of law doctrine. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes and under no circumstances will entrant seek or be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any other damages other than for actual out-of-pocket expenses including any and all rights to have damages multiplied or otherwise increased and in no event attorneys' fees or costs. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you.
13. **Names of Winners.** The names of the winners will be available on or about April 5th, 2023. To obtain a list of the winners, you may send a self-addressed, adequately stamped, #10, business envelope to "**Drexel Dining's Ugly Produce**" Sweepstakes, c/o Drexel Dining, 3250 Chestnut St, Philadelphia, PA 19104. Requests must be received by April 5th, 2023. No mechanically reproduced or photocopied requests allowed; only one (1) request per outer mailing envelope.

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