

**“High’s Club” Sweepstakes
(the “Sweepstakes”)
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. Purchasing a product will not increase your chances of winning.

- 1. SWEEPSTAKES DATES:** The Sweepstakes begins at 12:00 a.m. Eastern Time (“ET”) on May 18, 2020 and ends at 11:59 p.m. ET on September 10, 2020 (the “Sweepstakes Period”), subject to entry period dates and dates outlined in the “ENTRY PERIODS” section of these Official Rules.
- 2. ELIGIBILITY:** Sweepstakes is open to legal permanent residents of Maryland who are at least eighteen (18) years of age or older (or at least the age of majority in his/her state) at the time of entry (the “Entrant”). Employees, officers and directors of High’s (the “Sponsor”) and each of its subsidiaries and affiliates, distributors, vendors, advertising/promotion agencies, and any others engaged in the development, production, execution or distribution of the Sweepstakes and the entities supplying the prize (collectively referred to herein as “Sweepstakes Entities”) as well as their immediate family members (spouses, siblings, children and parents, regardless of where they live) or members of the same households (whether related or not) of such employees, officers and directors are not eligible to participate. All federal, state and local laws and regulations apply. Sweepstakes is void outside of Maryland and wherever else prohibited or restricted by law.
- 3. ENTRY PERIODS:** There are a total of sixteen (16) entry periods (each an “Entry Period”). Entry Periods will run as per the dates and times outlined in the chart below, all entries must be submitted during the specified Entry Period Date to be eligible for that respective Entry Period drawing. For each Entry Period, Entry Period prize winners (each an “entry Period Prize Winner”) will be selected.

Entry Period	Entry Period Date	Postmark Date	Receive by Date	Drawing Date
1	5/18/2020 to 5/25/2020	5/25/2020	6/1/2020	6/2/2020
2	5/26/2020 to 6/1/2020	6/1/2020	6/8/2020	6/9/2020
3	6/2/2020 to 6/8/2020	6/8/2020	6/15/2020	6/16/2020
4	6/9/2020 to 6/15/2020	6/15/2020	6/22/2020	6/23/2020
5	6/16/2020 to 6/22/2020	6/22/2020	6/29/2020	6/30/2020
6	6/23/2020 to 6/29/2020	6/29/2020	7/6/2020	7/7/2020
7	6/30/2020 to 7/6/2020	7/6/2020	7/13/2020	7/14/2020
8	7/7/2020 to 7/13/2020	7/13/2020	7/20/2020	7/21/2020
9	7/14/2020 to 7/20/2020	7/20/2020	7/27/2020	7/28/2020
10	7/21/2020 to 7/27/2020	7/27/2020	8/3/2020	8/4/2020
11	7/28/2020 to 8/3/2020	8/3/2020	8/10/2020	8/11/2020
12	8/4/2020 to 8/10/2020	8/10/2020	8/17/2020	8/18/2020
13	8/11/2020 to 8/17/2020	8/17/2020	8/24/2020	8/25/2020
14	8/18/2020 to 8/24/2020	8/24/2020	8/31/2020	9/1/2020
15	8/25/2020 to 8/31/2020	8/31/2020	9/7/2020	9/8/2020
16	9/1/2020 to 9/10/2020	9/10/2020	9/14/2020	9/15/2020

Entries from previous Entry Periods will carry over to subsequent Entry Periods.

- 3. TO ENTER:** There are two (2) ways to enter this Sweepstakes:

- i) VIA A PURCHASE:** Entrant must be a High’s Rewards member. In order to become a High’s Rewards member, visit <https://highs.poweredbyzipline.com/enroll/> to complete the sign up form. It is free to become a High’s Rewards member. Then, once a High’s Rewards member, scan your High’s Rewards member card at the time of purchase in order to receive one (1) entry into the respective Entry Period. A qualifying purchase is defined as payment for merchandise during a single transaction. All purchase entries must be received by close of business on the Entry Period date in order to be eligible for the respective Entry Period drawing.

By becoming a High’s Rewards member, he/she agrees to the Terms and Conditions set forth by the Sponsor.

Entrant will need to provide all of the required information as requested in order to become a High’s Rewards member. Upon completion of a purchase, Entrant will automatically receive one (1) entry into the respective Entry Period. Sponsor is not responsible for any entry that is lost, late, misdirected or undeliverable, whether due to system errors, omissions, interruption, deletions, defects, delay in operations or transmissions, theft or destruction or failures, faulty transmissions or other telecommunications malfunctions, entries not received resulting from any

hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, or otherwise.

- ii) **ALTERNATE METHOD OF ENTRY (“AMOE”):** To receive an entry into the Sweepstakes without making a purchase, Entrant may enter as follows: on a plain 3” x 5” card, legibly handprint or type your first name, last name, complete address, city, state, zip code, telephone number (including area code), date of birth, and e-mail address (if available) to: “High’s Club” Sweepstakes, 2700 Loch Raven Rd, Baltimore, MD 21218. Entries must be postmarked and received by the dates outlined in the Entry Period chart in the “ENTRY PERIODS” section above. Each envelope is considered one (1) entry into the respective Entry Period. Multiple entries submitted in the same envelope are void. Entries submitted or completed by anyone other than the Entrant are void. All entries can be submitted in the same day. No mechanical reproductions will be accepted. All entries submitted become the sole property of Sponsor and will not be returned. Sweepstakes Entities are not responsible for lost, late, misdirected, illegible, postage due or damaged mailed entries.

Regardless of the method of entry, there is a limit of one (1) entry per Entrant for the respective Entry Period. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different identities, and/or any other methods will void that Entrant’s entries and that Entrant may be disqualified from the Sweepstakes. Entry information becomes property of Sponsor and will not be returned. Sponsor will not verify receipt of entries for Entrants.

4. **WINNING/ODDS:** On or about the drawing dates outlined in the Entry Period chart in the “ENTRY PERIODS” section above, Entry Period Prize Winners will be selected in a random drawing conducted under the supervision of a Sponsor representative, whose decisions are based on their sole discretion and interpretation of these Official Rules, and are final and binding in all respects. A total of twenty-one (21) Entry Period Prize Winners will be selected throughout the Entry Periods. There will also be a drawing at the end of the Sweepstakes to select two (2) overall location prize winners (each a “Location Prize Winner”) for each of forty-nine (49) High’s locations. Total of ninety-eight (98) Location Prize Winners will be selected. Odds of winning a Location Prize depends upon the total number of eligible entries received during the Sweepstakes Period per High’s location.

5. **PRIZES:**

Entry Period 1: One (1) Entry Period Prize Winner will receive one year of a 20oz. Coke product to be awarded as one per day for a year. Total approximate retail value (“ARV”) of this prize is \$700.

One (1) Entry Period Prize Winner will receive one year of a 20oz Pepsi product to be awarded as one per day for a year. Total ARV of this prize is \$700.

Entry Period 2: One (1) Entry Period Prize Winner will receive one year of Utz potato chips to be awarded as a single serve bag per day for a year. Total ARV of this prize is \$700.

Entry Period 3: One Entry Period Prize Winner will receive one year of a 16oz Monster Energy product to be awarded as one per day for a year. Total ARV of this prize is \$1,100

Entry Period 4: One (1) Entry Period Prize Winner will receive one year of a 20oz. Coke product to be awarded as one per day for a year. Total approximate retail value (“ARV”) of this prize is \$700.

Entry Period 5: One (1) Entry Period Prize Winner will receive one year of Utz potato chips to be awarded as a single serve bag per day for a year. Total ARV of this prize is \$700.

Entry Period 6: One Entry Period Prize Winner will receive one year of a 16oz Monster Energy product to be awarded as one per day for a year. Total ARV of this prize is \$1,100.

One Entry Period Prize Winner will receive a Hershey Park Package in Hershey, PA. This Entry Period Prize is inclusive of: i) four (4) Hershey Park Passes, ii) four (4) Jolly Rancher beach towels, iii) four (4) Hershey Travel Mugs, and iv) a \$50 Hershey Park gift card. Total ARV of this prize is \$500.

Entry Period 7: One (1) Entry Period Prize Winner will receive one year of a 20oz. Coke product to be awarded as one per day for a year. Total approximate retail value (“ARV”) of this prize is \$700.

Entry Period 8: One (1) Entry Period Prize Winner will receive one year of Utz potato chips to be awarded as a single serve bag per day for a year. Total ARV of this prize is \$700.

One (1) Entry Period Prize Winner will receive one year of a 20oz Pepsi product to be awarded as one per day for a year. Total ARV of this prize is \$700.

Entry Period 9: One Entry Period Prize Winner will receive one year of a 16oz Monster Energy product to be awarded as one per day for a year. Total ARV of this prize is \$1,100.

Entry Period 10: One (1) Entry Period Prize Winner will receive one year of Utz potato chips to be awarded as a single serve bag per day for a year. Total ARV of this prize is \$700.

One (1) Entry Period Prize Winner will receive a Coca Cola tailgate package that consists of four (4) chairs, corn hole set, a collar and a portable propane grill. Total ARV of this prize is \$500.

Entry Period 11: One (1) Entry Period Prize Winner will receive one year of a 20oz Pepsi product to be awarded as one per day for a year. Total ARV of this prize is \$700.

One Entry Period Prize Winner will receive one year of a 16oz Monster Energy product to be awarded as one per day for a year. Total ARV of this prize is \$1,100.

Entry Period 12: One (1) Entry Period Prize Winner will receive one year of a 20oz. Coke product to be awarded as one per day for a year. Total approximate retail value ("ARV") of this prize is \$700.

Entry Period 13: One (1) Entry Period Prize Winner will receive one year of Utz potato chips to be awarded as a single serve bag per day for a year. Total ARV of this prize is \$700.

Entry Period 14: One Entry Period Prize Winner will receive one year of a 16oz Monster Energy product to be awarded as one per day for a year. Total ARV of this prize is \$1,100.

Entry Period 15: One (1) Entry Period Prize Winner will receive one year of a 20oz. Coke product to be awarded as one per day for a year. Total approximate retail value ("ARV") of this prize is \$700.

Location Prizes: Each Location Prize Winner will be able to select his/her prize only available/redeemable at a High's location:

- i) One year of coffee inclusive of one cup (any size) per day. Total approximate retail value ("ARV") of this prize is \$230.
- ii) One year of fountain drinks inclusive of one cup (any size) drink per day. Total ARV of this prize is \$260.
- iii) One year of milk inclusive of one gallon per week. Total ARV of this prize is \$150.
- iv) One year of ice cream inclusive of one High's quart per week. Total ARV of this prize is \$150.

Total ARV of all prizes to be awarded is \$41080.

Names of prize manufacturers are used solely for the purpose of identification of the prize. No endorsement, authorization, sponsorship, or approval by any prize manufacturer for this Sweepstakes is intended or implied.

PRIZE RESTRICTIONS: Limit of one (1) Entry Period Prize per Entrant/household for the Sweepstakes. Limit of one (1) Location Prize per Entrant/household for the Sweepstakes. Each prize is awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. All prizes must be redeemed at a High's location, except for the Hershey Park Package and Tailgatee. Prizes cannot be substituted, assigned, transferred, or redeemed for cash except at Sponsor's sole discretion or as otherwise provided herein. Sponsor reserves the right to substitute a prize with a prize of comparable or greater value if advertised prize should become unavailable. Prize winners are required to comply with any and all applicable federal, state and local laws, rules and regulations. Prize winners are solely responsible for any taxes on the prize he/she has received, including but not limited to any and all federal, state and local taxes. No more than the number of prizes as set forth in these Official Rules will be awarded.

Any difference in the stated ARV and the actual value at the time for which the prize is awarded will not be awarded. Any expenses related to the prize not expressly stated herein as part of the prize, including without limitation, any taxes, fees, gratuities, travel and personal expenses, are the sole responsibility of the prize winner. There will be no substitution or

cash redemption of the prize, except at the sole discretion of the Sponsor. Sponsor reserves the right to substitute a prize of equal or greater value.

Hershey Park Entry Period Prize Restrictions: Tickets, accommodations, certificates if any, are subject to the terms and conditions of issuer and will not be replaced by Sponsor if lost, stolen, misplaced, damaged or destroyed. Entry Period Prize must be accepted as a whole, or will be forfeited in its entirety. Entry Period Prize Winner will be responsible for any transportation, excursions, tips or gratuities, fuel, parking, beverages, telephone calls, overages, baggage fees, extras and any other incidental costs or expenses not specifically stated herein as being included. Any unclaimed and/or unused element of the Entry Period Prize, or any element thereof, will remain the property of Sponsor or its designee.

- 6. PRIZE NOTIFICATION/CLAIM:** Potential prize winner will be notified via e-mail or mail within two (2) business days of the date in which the potential prize winner is selected (the "Notification"). In order to claim the prize, the potential prize winner must respond to the Notification within the time frame indicated by providing the Required Documents (as defined below) or the information requested in the Notification (the "Required Information"). In the event that: (a) the potential prize winner fails to respond to the Notification; (b) the potential prize winner fails to supply the Required Documents or Information; (c) any Notification is returned as undeliverable; and/or (d) it is determined by the Sponsor, in its sole discretion, that the potential prize winner is not eligible in accordance with these Official Rules, such potential prize winner will be disqualified and an alternate prize winner will be selected at random from among all remaining non-winning eligible entries received during the respective Entry Period(s) or Sweepstakes Period.

For prizes of \$600 or more, except where prohibited, the potential prize winner must sign and return to the Independent Administrator an affidavit of eligibility/release of liability/publicity release (the "Release") and IRS form W-9 in order to claim the prize (collectively, the "Required Documents") within the time frame indicated in the Notification. If the potential prize winner fails to sign and return the Required Documents within the required time period, the potential prize winner forfeits his/her right to the prize and an alternate prize winner will be selected at random from among all remaining non-winning eligible entries received during the Sweepstakes Period. The prize is taxable as income and the prize winner is solely responsible for any taxes on the prize, including, but not limited to all applicable federal, state, and local taxes. The Sponsor must report the value of the prize to the IRS in the year the prize is received by the prize winner and will be reported to the prize winner and the IRS in the form of a Form 1099. In the event it is deemed during the verification process that the potential prize winner does not have a unique, personal and valid social security number for Sponsor (or any party acting on its behalf) to report the tax liability associated with acceptance of the prize, the potential prize winner will be disqualified and another potential prize winner will be selected from among the remaining non-winning eligible entries received.

Any prizes that are to be redeemed at a High's location, the prize will be credited to the prize winner's High's Members reward account within four (4) to six (6) weeks of the response to the email notification. If a prize is returned as "undeliverable" the respective prize winner forfeits his/her right to the prize, Sponsor shall have no liability or obligation to such individual, and an alternate prize winner will be selected at random from among all remaining non-winning eligible entries received. The prize winner consents to use of his/her name, likeness, biographical information, and voice (or any derivation thereof) in advertising worldwide without additional compensation (TN residents will not be required to sign a publicity release as a condition of winning the prize).

- 7. GENERAL:** All federal, state and local taxes on the prize are the sole responsibility of the prize winner, if applicable. By participating in this Sweepstakes, each Entrant agrees: [a] to abide by and be bound by these Official Rules and the decisions of the Sponsor which shall be final in all respects relating to the Sweepstakes, including without limitation the interpretation of these Official Rules; [b] to release, discharge and hold harmless the Sweepstakes Entities, and any other individual or company involved in the development or execution of the Sweepstakes, from any and all injuries, liability, losses, damages, rights, claims and actions of any kind including liability for personal injury or death resulting from his/her participation in the Sweepstakes or their acceptance, use or misuse of the prize; and [c] if a prize winner, to the use of his/her name, voice, image and/or likenesses for advertising, publicity and promotional purposes by Sponsor and Sponsor's subsidiaries and affiliates without further notice or compensation (unless prohibited by law) and, except where prohibited, to execute specific consent to such use if asked to do so. Sweepstakes Entities are not responsible and shall not be liable for; [a] electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction; [b] unauthorized access to or alterations of entry materials; [c] technical, network, telephone equipment, electronic, computer, hardware or software malfunctions; or [d] limitations of any kind or inaccurate transmissions of or failure to receive information by Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. Sponsor is not responsible for lost, late, incomplete, incorrect, damaged, misdirected, or illegible entries or any condition caused by events beyond the control of the Sponsor that may cause the Sweepstakes to be disrupted or corrupted. Sponsor may prohibit an Entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices or

intending to annoy, abuse, threaten or harass any other Entrants, or Sponsor. Entries which contain false information, are incomplete, inaccurate or are otherwise forged, defective, or made outside authorized channels, including those which have failed due to malfunction or failure of phones, phone lines, telephone systems or networks, server, providers, computer equipment, software or any combination thereof of any kind, any human error or otherwise, shall be void. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSISTUTE A WAIVER OF THESE PROVISIONS. If, for any reason whatsoever, this Sweepstakes, in Sponsor's sole opinion, is not capable of running as planned, including, but not limited to, by reason of infection by computer virus, tampering, fraud, technical failures, or any other cause which, in the Sponsor's sole judgment, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend this Sweepstakes and limit entries to those submitted prior to the action taken, or to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion. Notice of such action will be posted on the Website. All federal, state and local regulations apply.

8. SPONSOR: High's, 2700 Loch Raven Rd, Baltimore, MD 21218.

9. WINNERS' LIST REQUEST: To receive the name of the prize winners, send a self-addressed, stamped (business size) envelope to: "High's Club" Sweepstakes Winners List Request, PO Box 458, Newark, NY 14513. Requests must be received by October 23, 2020.

10. OFFICIAL RULES: highs.com/sweepstakes

This Sweepstakes shall not be published without written permission by Sponsor.