

FREE High's Hurricanes for a Year Contest

NO PURCHASE NECESSARY TO ENTER OR WIN.

1. **CONTEST DATES:** The Contest begins at 12:00 a.m. Eastern Time ("ET") on May 1, 2024 and ends at 11:59 p.m. ET on June 31, 2024 (the "Contest Period").
2. **ELIGIBILITY:** Contest is open to legal permanent residents of Maryland and Delaware 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 Stores (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 Contest and the entities supplying the prize (collectively referred to herein as "Contest 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. Contest is void outside of Maryland and Delaware and wherever else prohibited or restricted by law.
3. **TO ENTER:** There are two (2) ways to enter this Contest:
 - **VIA A PURCHASE OF A "HIGH'S HURRICANE":** Entrant must be a High's Rewards member. In order to become a High's Rewards member, visit <https://highs.poweredbyzipline.com/enroll/> or download the High's Rewards App 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, use the High's Rewards mobile app, or enter your alternative ID at the point of sale at the time of purchase to receive one (1) entry into the Contest. A qualifying purchase is defined as payment for merchandise which includes a 'High's Hurricane' product. All purchase entries must be received by close of business on June 30, 2024.
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 of a "High's Hurricane", Entrant will automatically receive one (1) entry into the Contest. 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.
 - **ALTERNATE METHOD OF ENTRY ("AMOE"):** To receive an entry into the Contest 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: "FREE High's Hurricanes for a Year" Contest, 18 Loveton Circle; Sparks Glencoe MD 21152. Entries must be postmarked by June 30, 2024 and received by July 7, 2024. Each envelope is considered one (1) entry into the Contest. 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. Contest 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 twenty (20) entries per Entrant for the entire Contest. 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 June 15, 2024, ten (10) prize winners will be selected in a random drawing conducted with all entries received between May 1, 2024 and May 31, 2024. Drawing will be 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.

On or about July 15 2024, the remaining ten (10) prize winners will be selected in a random drawing with all entries received between June 1, 2024 and June 30, 2024. Drawing will be 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.

Odds of winning depend upon the total number of eligible entries received during the Contest Periods.

5. PRIZES: Each of the two (2) prize drawings as outlined above will include selecting winners for each of the prizes listed below:

- One (1) prize of one (1) "High's Hurricane" per week for a full year. Total of fifty-two (52) "High's Hurricanes" having an approximate retail value ("ARV") of \$375.
- Two (2) prizes of two (2) Hershey Park Tickets having an approximate retail value ("ARV") of \$200.
- Two (2) prizes of two (2) Six Flags Park Tickets having an approximate retail value ("ARV") of \$200.
- Two (2) prizes of two (2) Maryland State Fair Concert Tickets having an approximate retail value of \$60.
- One (1) prize of a Hershey SWAG Bag, having an approximate retail value of \$50.
- Two (2) prizes of \$10 High's Gift Cards, having an approximate retail value of \$10.

PRIZE RESTRICTIONS: Limit of one (1) prize per Entrant/household for the Contest. Prize is awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Prize must be redeemed at a High's location. Prize 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 winner is required to comply with any and all applicable federal, state and local laws, rules and regulations. Prize winner is 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 one (1) prize 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.

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). 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; (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 Contest Period.

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 Contest Period. 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). 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 during the Contest Period.

- 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 Contest, 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 Contest, including without limitation the interpretation of these Official Rules; [b] to release, discharge and hold harmless the Contest Entities, and any other individual or company involved in the development or execution of the Contest, 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 Contest 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. Contest 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 Contest to be disrupted or corrupted. Sponsor may prohibit an Entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Contest 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 CONTEST 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 Contest, 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 Contest, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend this Contest 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, 18 Loveton Circle; Sparks Glencoe MD 21152.

9. **WINNERS' LIST REQUEST:** To receive the name of the prize winners, send a self-addressed, stamped (business size) envelope to: "Free High's Hurricane" Contest Winners List Request, 18 Loveton Circle; Sparks Glencoe MD 21152.