

**Herr's Section 250 Sweepstakes
Official Rules**

- **NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE OF ANY KIND DOES NOT INCREASE YOUR CHANCES OF WINNING.**
- **VOID OUTSIDE OF DELAWARE, MARYLAND, NEW JERSEY, AND PENNSYLVANIA, AND VOID WHERE PROHIBITED BY LAW.**
- **ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

BY ENTERING (OR OTHERWISE PARTICIPATING IN) THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SWEEPSTAKES PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. **ELIGIBILITY:** The Herr's Section 250 Sweepstakes ("Sweepstakes") is open only to legal United States residents of Delaware, Maryland, New Jersey, and Pennsylvania, who are eighteen (18) years of age or older as of date of entry. Employees, officers and directors of Herr Foods Inc. ("Sponsor"), the MLB Entities (defined below), Pavone Group, Quench Agency, Realtime Media LLC ("Administrator"), and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies (collectively, the "Sweepstakes Parties"), their immediate family members and those living in the same household as such individuals (whether legally related or not) are not eligible to participate in the Sweepstakes or win a prize. For purposes of this Sweepstakes, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and their respective spouses, and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. In the event that a household, based on address, enters the Sweepstakes using more than five (5) unique email addresses, all of the Sweepstakes entries associated with that household (determined by Sponsor or Administrator at their sole discretion) will be disqualified. Void outside of Delaware, Maryland, New Jersey, and Pennsylvania, and void where prohibited by law. All federal, state, and local laws and regulations apply. By participating in the Sweepstakes, you unconditionally accept and agree to comply with and abide by these "Official Rules" and the decisions of Sponsor, including the interpretation of these Official Rules, administration of the Sweepstakes, selection of the winners, and Sponsor's exercise of discretion, which will be final, non-appealable, and binding in all respects.

"MLB Entities" means the Office of the Commissioner of Baseball ("BOC"), its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P. ("MLB"), Major League Baseball Properties, Inc., The MLB Network, LLC, the Major League Baseball Clubs ("Clubs"), each of their parent, subsidiary, affiliated, and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC, and the owners, general and limited partners, shareholders, directors, officers, employees, and agents of the foregoing entities.

This Sweepstakes is in no way sponsored by The Phillies or any of the other MLB Entities. Major League Baseball trademarks and copyrights are used with permission of Major League Baseball. Visit MLB.com.

2. **TIMING:** The Sweepstakes begins at or about 9:00 a.m. Eastern Time ("ET") on June 15, 2026 and ends at 11:59 p.m. ET on July 15, 2026 (the "Sweepstakes Period"). The designated computer clock of the Administrator is the official time-keeping device in the Sweepstakes.
3. **HOW TO ENTER:** During the Sweepstakes Period, visit <https://www.HerrsPhillies250.com/> ("Website") and complete and submit an official entry form, including your full name, address, city, state, ZIP Code, and email address. You will receive one (1) entry into the Sweepstakes, subject to the limit below. On subsequent days, you may simply return to the Website and log in with your email address.

The Sweepstakes Parties are not responsible for technical difficulties of any kind, or for false, incorrect, changed, incomplete or illegible contact information.

LIMIT: One (1) entry per person per day. A "day" is defined as a calendar day during the Sweepstakes Period based on ET. Attempts made by the same individual to earn more than the stated number of entries by using multiple or false contact information, accounts or otherwise may result in disqualification. Entries generated by artificial intelligence, script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Entries that are in excess of the stated limits, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive, or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor's sole and absolute discretion. Those who do not provide the required information in their entry form, follow all directions, or abide by these Official Rules or other instructions of Sponsor may be disqualified. Entries submitted by those who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the registered account holder of the email address associated with such entry, provided that person is eligible. Any potential winner may be required to show proof of being the registered account holder. Registered account holder is defined as the person assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses. In the event that a dispute regarding the identity of the individual who submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

4. **SWEEPSTAKES DRAWING:** On or about July 16, 2026 the Administrator will conduct a random drawing to select ten (10) potential winners from among all eligible entries received in accordance with these Official Rules.
5. **ODDS:** Odds of winning a prize depend on the total number of eligible entries received during the Sweepstakes Period.
6. **WINNER NOTIFICATION/PRIZE CLAIMING:** Each potential winner will be notified via email (or other contact information) using the information provided on the entry form in a commercially reasonable time after the drawing. The Sweepstakes Parties are not responsible for and shall not be liable for incorrect, changed, or illegible contact information or for electronic communications that are undeliverable as a result of any form of active or passive filtering, or insufficient space in entrant's email or other account to receive messages. Sweepstakes Parties are not responsible for late, lost, intercepted, misdirected, or unsuccessful efforts to notify a potential winner. Notification is deemed to have occurred immediately upon the sending of an email. If any notification is returned as rejected, faulty, unclaimed or returned as undeliverable to a potential winner; or if any potential winner cannot be contacted within three (3) days, and/or a potential winner is ineligible or otherwise fails to fully comply with these Official Rules; such potential winner will be disqualified and an alternate winner will be selected at random from among all remaining eligible entries, up to three (3) alternates, if time permits, after which the applicable prize will remain un-awarded. A potential winner becomes a "winner" only after verification of eligibility by Sponsor. **Each winner will be required to download the MLB Ballpark app to their mobile device (available at <https://www.mlb.com/apps/mbl-app>), if they have not already. A free MLB account is necessary, which may be created in the app or at the MLB Ballpark app website. The email address associated with the winner's MLB account must exactly match the email address used when entering the Sweepstakes to ensure proper delivery of tickets.**

No more than the stated number of prizes will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of prizes set forth in these Official Rules, the winners of the advertised number of prizes available may be selected in a random drawing from among all persons making purportedly valid claims for such prizes. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.

7. PRIZES/PRIZE RESTRICTIONS: The prizes to be awarded in this Sweepstakes are:

Ten (10) Prizes: Each prize is two (2) tickets – for winner and one (1) guest – to attend the August 17, 2026 Philadelphia Phillies home game in the Herr’s suite. The approximate retail value (“ARV”) of each prize is \$250.

Travel, transportation, parking, lodging, meals, and any and all other costs or expenses are not included in a prize. Winner is responsible for all gratuities, transportation, lodging, and any other incidental costs or expenses associated with prize acceptance. No other game date is available for the prize. If a winner is unable to attend the August 17th game, they will forfeit the prize, and no substitution will be provided.

Total ARV of all prizes available in the Sweepstakes is \$2,500.

Use of any Major League Baseball game ticket is subject to the standard terms, conditions, and health and safety policies applicable to the ticket; see <https://www.mlb.com/phillies/tickets/terms-and-conditions> for details. Seat locations at the game shall be determined in the sole discretion of Sponsor. Each winner’s guest must be at least eighteen (18) years of age unless accompanied by a parent or legal guardian. Major League Baseball game dates and times are determined in the sole discretion of the BOC and/or the applicable Club and may be subject to change. The terms and conditions of the tickets awarded as part of any prize will govern in the event a legal game, as defined by Major League Baseball, is not played or held due to weather conditions, an act of God, an act of terrorism, civil disturbance, or any other reason. Each winner and their guest agree to comply with all applicable ballpark and venue regulations in connection with the prize; see <https://www.mlb.com/phillies/ballpark> for details. Sponsor and the other MLB Entities reserve the right to remove or to deny entry to any winner and/or their guest who engage in a non-sportsmanlike or disruptive manner or with intent to annoy, abuse, threaten, or harass any other person at the game/event/exhibition. Released Parties (as defined below) will not be responsible for weather conditions; acts of God; acts of terrorism; civil disturbances; local, state, or federal regulation, order, or policy; work stoppage; epidemic, pandemic, or any other issue concerning public health or safety; or any other event outside of their control that may cause the cancellation or postponement of any Major League Baseball game. Major League Baseball game tickets awarded as prizes may not be resold, offered for resale, or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and prize forfeiture and may invalidate the license granted by the game ticket.

Any depiction of a prize element in any marketing is for illustrative purposes only, and actual prize details/appearance may vary. Prizes are non-transferable, with no cash redemptions, equivalents, or substitutions except at Sponsor’s sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor’s sole and absolute discretion. Prize details and availability are subject to change and are subject to applicable rules and restrictions. In the event that Sponsor is unable to provide a prize or prize component, the Sponsor may elect to provide winners with the approximate value of such item in cash or award an alternate prize of comparable or greater value. Prizes are awarded “AS IS” and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Each winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize received, regardless of whether it, in whole or in part, is used. The ARV of the prizes is based on available information provided to Sponsor as of the time these Official Rules are printed and may fluctuate. The Sweepstakes Parties are not responsible for, and winner will not receive the difference, if any, between the actual value of the prizes at the time of award and the stated ARV in these Official Rules or in any Sweepstakes-related correspondence or material. Any unclaimed prize will be forfeited. Prizes, if legitimately claimed, will be awarded. The Sweepstakes Parties are not responsible for and will not replace any lost, mutilated, or stolen prize or any prize that is undeliverable or does not reach a winner because of an incorrect or changed address. If a winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited, and the Sweepstakes Parties will have no further obligation with respect to that prize or portion of the prize. Limit of one (1)

prize per person. Sponsor will attempt to fulfill all properly-claimed prizes at least one (1) day prior to the game through the MLB Ballpark app.

- 8. GENERAL:** Subject to applicable law, each winner hereby expressly grants to the Sweepstakes Parties and their respective successors, assigns, sublicensees and designees, the irrevocable right to use and publish his/her name, social handles, likeness (photographic or simulated), voice, biography and place of residence for all purposes, including, without limitation, advertising, marketing, promotional and publicity purposes in connection with this Sweepstakes (“Advertising”), in any and all media now or hereafter devised, worldwide, in perpetuity, without any form of notice, permission or any amount or kind of compensation, except for the awarding of the prizes to the winners. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winner hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of winner’s name, likeness or voice under contract, tort, or any other theory of law. The Sweepstakes Parties do not assume any responsibility for any disruption in the Sweepstakes, including, but not limited to, the failure or interruption of any social media platform or any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Sweepstakes materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In the event Sponsor is prevented from continuing with the Sweepstakes by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweepstakes by any party, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor’s control (each, a “Force Majeure” event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Sweepstakes or prize. Sponsor additionally reserves the right, in its sole and absolute discretion to modify, suspend or terminate the Sweepstakes should causes beyond Sponsor’s control corrupt or interfere with the administration, integrity, operation, security or proper play of the Sweepstakes.
- 9. CONDUCT:** The Sweepstakes Parties are not responsible for the actions of entrants in connection with the Sweepstakes, including entrants’ attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Sweepstakes. The Sweepstakes Parties reserve the right, at their sole discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in any manner deemed by the Sweepstakes Parties to be in violation of the Official Rules, or to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person, or to be tampering with the entry process or the operation of the Sweepstakes, and void all associated entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE SWEEPSTAKES PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS’ FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- 10. WAIVERS AND DISCLAIMERS:** The Sweepstakes Parties assume no responsibility or liability for: (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, entries, URLs, or emails; (b) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of entries or registrations at any point in the operation of this Sweepstakes; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Sweepstakes; (e) inaccessibility or unavailability of the Internet or the website or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise

relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, social networking posts, or registrations, the announcement of the prizes, or in any other Sweepstakes-related materials; or (f) any injury or damage to entrants or to any other person's computer which may be related to or resulting from any attempt to participate in the Sweepstakes. If, for any reason, the Sweepstakes (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, then the Sweepstakes Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. If terminated, the Sweepstakes Parties will award the prizes in a random drawing from among all non-suspect, eligible entries received for the Sweepstakes up to the time of such action.

11. RELEASES: All entrants, as a condition of participation in this Sweepstakes, release, discharge, indemnify and hold harmless the Sweepstakes Parties, and each of their respective directors, officers, employees, agents, successors and assigns (collectively, "Released Parties") from and against any and all liability, claims, costs (including attorneys' fees), losses, damages, fines, or actions of any kind whatsoever for injuries, death, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with: (i) participation in any aspect of the Sweepstakes (including travel to/from any Sweepstakes activity), (ii) the receipt, ownership, use or misuse of the prize awarded, including any travel associated with any prize, (iii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; (iv) entrant's registration material on any related website, or (v) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or prize.

12. GOVERNING LAW AND LIMITATION OF LIABILITY: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

13. DISPUTE RESOLUTION: The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in the Commonwealth of Pennsylvania, and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury, and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding

arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. (“JAMS”) or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a “Demand for Arbitration”, then either party can elect to have the arbitration administered by the American Arbitration Association (“AAA”) or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in the Commonwealth of Pennsylvania. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn’t apply and the dispute must be brought in a court of competent jurisdiction in the Commonwealth of Pennsylvania. Sponsor agrees to pay the administrative and arbitrator’s fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

- 14. ENTRY INFORMATION AND SWEEPSTAKES COMMUNICATIONS:** As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address, and other information to third parties for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations, and rules. Any information an entrant provides to Sponsor may be used to communicate with the entrant in relation to this Sweepstakes or on a Sweepstakes winner’s list. By participating in the Sweepstakes, each entrant agrees to all of the terms and conditions of the Sponsor’s Privacy Policy, which is available at <https://www.herrs.com/privacy-policy/>. In the event of any discrepancy between the Sponsor’s Privacy Policy and these Official Rules, these Official Rules shall control and govern.
- 15. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor’s failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor’s sole and absolute discretion.
- 16. WINNERS LIST:** To receive a list of the winners, send a #10 self-addressed, stamped envelope for receipt by September 14, 2026 to: Herr’s Section 250 Sweepstakes (12594) - Winners List Request, c/o Realtime Media, 2460 General Armistead Ave, Suite 209, West Norriton, PA 19403.
- 17. SPONSOR:** Herr Foods Inc., 20 Herr Drive, Nottingham, PA 19362. Reference to third parties in connection with the prizes and/or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Sweepstakes.
- 18. ADMINISTRATOR:** Realtime Media LLC, 2460 General Armistead Ave, Suite 209, West Norriton, PA 19403.