

**GRILLO'S SWEET SIXTEEN PICKLE MADNESS SWEEPSTAKES**  
**OFFICIAL RULES**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

Grillo's Sweet Sixteen Pickle Madness Sweepstakes (the "Promotion") is sponsored by Grillo's Pickles, Inc. ("Sponsor"), 60 Kendrick Street, Suite 200, Needham, MA 02494, and is administered by Fireteam ("Administrator"), 116 Fairfield Road, Cranston, RI 02910.

- 1. PROMOTION PERIOD:** The Promotion begins on April 21, 2021 at 12:00 PM (noon) Eastern Daylight Saving Time ("EDT") and ends on May 13, 2021 at 11:59:59 PM EDT ("Promotion Period"). Administrator's computer is the Promotion's official clock.
- 2. ELIGIBILITY:** The Promotion is offered only to legal residents of the fifty (50) United States and the District of Columbia who have reached the age of majority in their state or territory at the time of entry. Employees of Sponsor, Administrator, and any of their respective owners, parent companies, affiliates, directors, subsidiaries, franchisees, representatives, advertising, promotion and production agencies, agents (collectively, the "Promotion Entities") and their immediate family members (*i.e.*, spouse, parent, child, sibling, and the "steps" of each) and persons living in the same household of each are not eligible to participate in the Promotion. Void where prohibited or restricted by law. All federal, state and local laws apply.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Administrator. For purposes of the Promotion, an entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical address or e-mail address. If it is discovered or suspected that an entrant has registered or attempted to register for the Promotion using multiple e-mail addresses or multiple identities, all of that entrant's entries will be declared null and void and any prize an entrant might have been entitled to win will not be awarded and may be revoked. Use of any automated system or any like methods to participate in the Promotion is prohibited and will result in disqualification of any entrant attempting such use.

**3. SWEET SIXTEEN PICKLE MADNESS NFT BRACKET COMPETITION:**

- A. Sam Sam NFTs to be Sold on Rarible:** Concurrently with this Promotion, Sponsor will sell sixteen (16) "Sam Sam" NFTs on Rarible.com ("Rarible"). Commencing April 21, 2021 at 12:00 PM (noon) EDT through April 24, 2021 at 12:00:00 PM (midnight) EDT, four (4) Sam Sam NFTs will be made available per day for purchase on Rarible at random intervals throughout the day. Persons interested in purchasing a Sam Sam NFT should refer to the instructions located at [www.grillos.com/picklemadness](http://www.grillos.com/picklemadness).
- B. Grand Champion of the NFT Bracket Competition:** Each Sam Sam NFT sold on Rarible will be slotted into one of sixteen (16) "tournament" slots. On April 26, 2021 at 12:00 PM (noon) EDT Administrator will release the full Sam Sam NFT bracket via the Grillo's Pickles Sweet Sixteen Pickle Madness website. Advancement in the tournament will depend on which Sam Sam NFT in each head-to-head matchup receives the most social media votes as tallied across Instagram, Facebook, Twitter and TikTok.

From April 26, 2021 through May 10, 2021 Administrator will share one head-to-head matchup between two (2) Sam Sam NFTs per day as polls on Sponsor's Instagram, Facebook, TikTok and Twitter social media accounts. Using such social media polling mechanisms, followers of Sponsor's social media accounts will be invited to "vote" for which Sam Sam NFT should win each match-up and advance to the next stage of the bracket. Polls will be released at 12:00:00 pm EDT each day and will run for 24 hours at which point Administrator will tally that day's cumulative votes across all four social media accounts. Winners of matchups will be posted to the Grillo's Pickles Sweet Sixteen Pickle Madness website before 12:00:00 pm EDT the following day.

- Voting on the Sweet Sixteen Sam Sam NFTs will take place over eight (8) days, beginning at 12:00:00 PM EDT (noon) on April 26, 2021 and concluding at 11:59:59 AM EDT on May 4, 2021
- Voting on the Round of Eight Sam Sam NFTs will take place over four (4) days, beginning at 12:00:00 PM EDT (noon) on May 4, 2021 and concluding at 11:59:59 AM EDT on May 8, 2021
- Voting on the Four Final Sam Sam NFTs will take place over two (2) days, beginning at 12:00:00 PM EDT (noon) on May 8, 2021 and concluding at 11:59:59 AM EDT on May 10, 2021
- Voting on the "Championship Matchup" of the final two Sam Sam NFTs will take place over one (4) days, beginning at 12:00:00 PM EDT (noon) on May 10, 2021 and concluding at 11:59:59 AM EDT on May 13, 2021

The Sam Sam NFT that wins the Championship Matchup will be crowned "Grand Champion" of the NFT Bracket Competition. No prize will be awarded to the owner of the Grand Champion Sam Sam NFT. Grillo's will be naming the Grand Champion Sam Sam the Grillo's unofficial mascot of the summer and may choose to create limited edition merchandise featuring the image of the winning Sam Sam NFT.

#### **4. HOW TO ENTER AND WIN THE PICKLE MADNESS SWEEPSTAKES:**

- A. Pick the Grand Champion of the NFT Bracket Competition:** Between April 21, 2021 and 11:59:59 PM EDT on May 13, 2021, an eligible entrant may enter the Sweet Sixteen Pickle Madness Sweepstakes by posting to their social media feed on Instagram, Facebook, Twitter and/or TikTok a photo of a Grillo's Pickles product along with the hashtag #GrillosPickles and the hashtag name of the Sam Sam NFT they believe will be crowned the Grand Champion of the Sweet Sixteen Pickle Madness Bracket Competition. No purchase of a Grillo's Pickles product is required as the product photo may be taken in a store (if permitted), taken from Sponsor's website or other online source. (You may also simply take a photo of a drawing you have made of any Grillo's Pickles product.) The hashtag name of all sixteen (16) Sam Sam NFTs are as follows:

#HypeBeastSamSam  
#SaiyanSamSam  
#TitanicSamSam  
#SayAnythingSamSam  
#GainsSamSam  
#KISSamSam  
#ThanosSamSam  
#GraffSamSam  
#ElonSamSam  
#HippieSamSam  
#DunkSamSam  
#NASCARSamSam  
#BBQSamSam  
#KongSamSam

#StonksSamSam  
#DJSamSam

Each entrant who makes the required social media post will automatically receive one (1) entry into the Pickle Madness Sweepstakes for each unique social post. Eligible entrants are allowed a maximum of one (1) social post per platform (Instagram, Facebook, Twitter, TikTok) per NFT, for a total of four (4) entries per Sam Sam NFT. There is a maximum limit per individual of twenty (20) entries, cumulative, across all four social platforms for the length of the Pickle Madness Sweepstakes. All Pickle Madness Sweepstakes entries must be posted by 11:59:59 PM EDT on May 13, 2021.

- B. Selecting Winners of the Sweet Sixteen Pickle Madness Sweepstakes:** On or about May 14, 2021, Administrator will randomly select four (4) potential Sweet Sixteen Pickle Madness Sweepstakes winners from among all eligible entries received during the Promotion Period who have correctly made a post using the hashtag of the winning Sam Sam NFT. The selected winners are potential winners, pending verification of eligibility and compliance with these Official Rules, as determined by Sponsor and Administrator, in their sole and absolute discretion.

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

**A. Prizes:**

The four (4) Pickle Madness Sweepstakes winners will each receive the following Grand Prize:

Pickle Madness Sweepstakes Grand Prize	Quantity	ARV
Grillo’s Pickles Free Jar Coupons	52	\$416
Grillo’s Merchandise Pack	1	<\$184

The actual value of the free jar coupons may vary depending on the product purchased by each winner and the market price of those products. There will be no more than four (4) Pickle Madness Sweepstakes Prizes. The ARV of each Grand Prize will be less than \$600.

- A. Total ARV:** The total ARV of all available prizes in the Promotion is approximately \$2,400.
- B. Odds of Winning/Limit:** The odds of winning a Sweet Sixteen Pickle Madness Sweepstakes prize depend on the total number of eligible Pickle Madness Sweepstakes entries received during the Promotion Period.
- C. General:** There is a limit of one (1) Sweet Sixteen Pickle Madness Sweepstakes prize per person/household. No prize substitution or exchange will be allowed, except as indicated elsewhere in these Official Rules and except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a prize.

**6. HOW TO CLAIM A PRIZE:**

After the random drawing, Administrator will notify the potential Sweet Sixteen Pickle Madness Sweepstakes prize winners via DM on the social media platform on which the winning entry was submitted. Before being declared the winner of a Pickle Madness Sweepstakes prize, each potential winner will be required to provide additional information and documentation to verify eligibility to participate in the Promotion and to receive a prize. In some cases, a potential prize winner may be asked to execute an Affidavit of Eligibility/Liability & Publicity Release. If a potential Pickle Madness Sweepstakes prize winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a prize, or in the event that a potential Pickle Madness Sweepstakes winner fails to provide any requested information or return any requested documentation, the prize may be forfeited. If a Pickle Madness Sweepstakes prize is forfeited, the prize may be awarded to an alternate

winner, selected in a random drawing from among all remaining eligible entries, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any prize won.

Sponsor will attempt to notify each potential winner as set forth above, but Sponsor is not responsible for any undelivered e-mails or direct messages, including without limitation e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Promotion e-mail, including any winner notification e-mail, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. The right to receive a prize is non-assignable, non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a prize or force majeure, at Sponsor's sole and absolute discretion. Promotion Entities shall not be held responsible for any delays in awarding any prize for any reason.

- 7. CHARITABLE CONTRIBUTION:** After the sixteen (16) Sam Sam NFTs are initially sold, each subsequent sale will be subject to a "Royalty Fee" imposed by Rarible that is equal to 25% of the price at which a Sam Sam NFT is sold. These fees will be deposited into the Ethereum account associated with minting the Sam Sam NFTs. Such Ethereum will be transferred to a Coinbase account in Sponsor's name and converted to US dollars on or around May 14, 2021 with 100% of that amount being donated by Sponsor to the Feeding America charity.
- 8. COMPLIANCE WITH PROMOTIONAL RULES OF PARTICIPATING SOCIAL MEDIA PLATFORMS:** The Promotion is subject to the individual Promotional Guidelines designated by Facebook, Instagram, Twitter, TikTok and Rarible. The Promotion is in no way sponsored, endorsed, administered by or associated with Facebook, Instagram, Twitter, TikTok and Rarible. By entering the Promotion, each entrant or participant hereby (i) grants a complete release to each the above-mentioned platforms from any and all liabilities and claims arising from the Promotion; and (ii) acknowledges that the Promotion is in no way sponsored, endorsed, administered by or associated with Facebook, Instagram, Twitter, TikTok and Rarible.
- 9. LIMITATION OF LIABILITY:** By participating in the Promotion entrants agree that the Promotion Entities and their respective parent companies, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents ("Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, postage due, or undeliverable e-mail notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/Website/use net accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any Website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Promotion and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to Sponsor's website or any Promotion-related website(s). The Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Promotion and/or accepting or using a prize. The Released Parties shall not be responsible or liable for entries that are entered by any automated computer, program, mechanism or device, for any entries in excess of the stated limit or for entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such entries may, in Sponsor's sole discretion, be disqualified.

If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of winners in a manner it deems fair and reasonable including the selection of the winners from among eligible Pickle Madness Sweepstakes entries received prior to such cancellation, termination, modification or suspension. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more prizes are claimed than are intended to be awarded according to these Official Rules, the intended prizes will be awarded in a random drawing from among all verified prize claims received. The Promotion is subject to all federal, state, and local laws and regulations.

By entering the Promotion, each entrant agrees: (i) to waive any rights to claim ambiguity with respect to these Official Rules; (ii) to waive all of his or her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and (iii) to forever and irrevocably agree to release, indemnify and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Promotion, including but not limited to any Promotion-related activity or element thereof as well as participation or inability to participate in the Promotion, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Official Rules or any Promotion materials, (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof), (e) any change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation or modification of the Promotion, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of any Promotion entry (including, without limitation, the registration information or any parts thereof), (i) any technical malfunctions or unavailability of Sponsor's website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant, (j) interruption or inability to access the Promotion, Sponsor's website or any other Promotion-related websites or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to entrant's (or any third person's) equipment used to access the Promotion and/or its contents related to or resulting from any part of the Promotion, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (o) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof), or (p) the negligence or willful misconduct by entrant.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THE PROMOTION, INCLUDING SPONSOR'S WEBSITE AND PRIZE COMPONENTS, 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. SOME JURISDICTIONS MAY NOT ALLOW THE

LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

**10. DISPUTES: THE PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN CALIFORNIA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROMOTION PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**

**11. PRIVACY:** Personal information collected from entrants will be used by Administrator and Sponsor to administer the Promotion and is subject to Sponsor's privacy policy available at <https://grillos-pickles-shop.myshopify.com/pages/privacy-policy>.

**12. PUBLICITY RIGHTS:** By participating in the Promotion and/or accepting a prize, each entrant agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use his or her name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, worldwide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.

**13. GENERAL:** Any attempted form of participation in the Promotion other than as described herein is void. In the event of a dispute as to the identity of a winner, winning Pickle Madness Sweepstakes entries will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with each Pickle Madness Sweepstakes entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Administrator reserve the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Promotion, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Promotion. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY**

**LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. Administrator's interpretation of these Official Rules is final and binding in all matters related to the Promotion. Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All Pickle Madness Sweepstakes entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Official Rules shall prevail.

- 14. WINNERS LIST:** To obtain a list of winners, mail a self-addressed, stamped business-sized envelope to: Grillo's Sweet Sixteen Pickle Madness Sweepstakes – Winners List Request, 60 Kendrick Street, Suite 200, Needham, MA 02494. Winners' List requests must be received by December 31, 2021.