

PrimoHoagies Most Valuable Coach Contest Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING CONTEST IS VALID ONLY IN COLORADO, DELAWARE, FLORIDA, MARYLAND, NORTH CAROLINA, NEW JERSEY, PENNSYLVANIA, SOUTH CAROLINA, AND TEXAS AND IS OPEN ONLY TO QUALIFIED PERSONS (AS DEFINED IN THE RULES BELOW) WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AS OF THE DATE OF ENTRY. VOID ELSEWHERE AND WHEREVER PROHIBITED. BY PARTICIPATING IN THIS CONTEST, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF SPONSOR AND ADMINISTRATOR. DO NOT PARTICIPATE IN THE CONTEST IF YOU DO NOT AGREE TO THESE OFFICIAL RULES AND FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.

Contest Name: PrimoHoagies Most Valuable Coach Contest (the “Contest”).

Contest Dates:

- **Contest Registration and Nomination Period** is scheduled to begin at 12:00:01 am Eastern Time (ET) on August 1, 2023 and ends at 11:59:59 pm (ET) on October 30, 2023 (the “Registration and Nomination Period”).
- **Contest Top 10 Judging Period** is scheduled to begin at 12:00:01 am Eastern Time (ET) on November 1, 2023 and ends at 11:59:59 pm (ET) on November 14, 2023 (the “Top 10 Judging Period”).
- **Contest Public Voting Period** is scheduled to begin at 12:00:01 am Eastern Time (ET) on November 15, 2023 and ends at 11:59:59 pm (ET) on November 21, 2023 (the “Public Voting Period”).
- **Contest Winner Judging Period** is scheduled to begin at 12:00:01 am Eastern Time (ET) on November 22, 2023 and ends at 11:59:59 pm (ET) on November 27, 2023 (the “Winner Judging Period”).

Who may Submit Nominations: Nominations may be submitted only by legal U.S. residents of CO, DE, FL, MD, NC, NJ, PA, SC, AND TX, who are age 18 or older as of date of entry, and have a valid U.S. driver’s license or government issued photo ID (each an ‘Entrant’), except the following persons who are not eligible to enter or win:

- (a) Employees, officers, and directors of **PrimoHoagies** (“Sponsor”), **Million Dollar Media** (the “Administrator”), and each of the foregoing’s respective franchisees, owners, employees, contractors, parents, affiliated companies, subsidiaries, distributors, retailers, wholesalers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this promotion (collectively, “Released Parties”), owners or employees of liquor-licensed distributors, retailers, wholesalers, and the members of the immediate families or households, whether or not related, of any of the above. “Immediate family members” includes, for purposes of this promotion, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grand children (including step grand children) and each of their respective spouses, regardless of where they reside.

How to Submit a Nomination: Visit www.mostvaluablecoach.primohoagies.com during the Registration and Nomination Period, and log into your Primo Perks account to submit a nomination. You must be a current member of Primo Perks to submit a nomination. If you are not a current Primo Perks member, registration is free by visiting <https://www.primohoagies.com/rewards/> to sign up. Data rates may apply. Upon logging into your Primo Perks account, fully complete the online registration form with all required information, including your full name, valid email address, phone number (*including area code*), current age, state of residence, connection to the person you are nominating, plus the following information about the “Most Valuable Coach” you are nominating: full name, state of residence, phone number, email address and official organization or school that they coach for (the “Nominee”). You may not nominate yourself.

IMPORTANT: In order to be eligible to win, Nominees must be:

- A human being who is 18 years of age or older
- A legal U.S. resident of CO, DE, FL, MD, NC, NJ, PA, SC, or TX.
- Currently coaching or have coached a sports team (“Sports Team”) within the past 12 months.
 - Sponsor in it’s sole discretion to determine what constitutes a Sports Team for this Contest
- A coach in the 6th Grade through 12th grade level, who coaches in a recreational or school environment.
 - Coaches at the college level or higher or who coach semi-professional or professional athletes will not be eligible for nomination.

To complete a nomination, you must provide either a short essay which is 200 words or less or a video 1 minute or less (‘the Essay and Video’), describing why you feel your Nominee deserves the title of “Most Valuable Coach” and should be the recipient of the grand prize (see grand prize details below).

All Essays and Videos received become the sole and exclusive property of the Sponsor and will not be returned. By submitting a nomination, you agree that you may be contacted, recorded and/or broadcast by Sponsor, and that your Nominee and Essay or Video (collectively, your “Submission”) becomes the sole and exclusive property of Sponsor, and Sponsor may publish, display, promote, or utilize the Submission in any manner of its choosing in relation to the promotion or advertising of the Contest or Sponsor. If for any reason, your Submission does not become the sole and exclusive property of Sponsor, you hereby irrevocably assign the rights, title and interest to the Submission to Sponsor without additional consideration in perpetuity. By making any Submission, you grant permission for the Sponsor and its designees to use your Nominee’s name, city and state of residence and/or likeness for purposes of advertising and trade in any and all media now or hereafter known worldwide in perpetuity without limitation or further compensation, notification or permission, unless prohibited by law. **Any Submissions containing any disparaging, vulgar, inflammatory or otherwise inappropriate content as solely determined by Sponsor shall be disqualified. By making any Submission, you (a) affirm that all content in your Submission is original and does not contain any copyrighted or plagiarized material, (b) agree that Sponsor may (but is not obligated to) read any Submission on the air, publish it in any form of media, or post it on its website (in whole or in part, edited or unedited) and use it as the subject of commentary, humorous or otherwise, (c) waive any right to make any claim against Sponsor with respect to any disparaging or other comment made about the Submission, and (c) hereby agree to indemnify and hold Sponsor and Released Parties harmless from any and all claims, demands, complaints, loss, damage or expenses (including without limitation reasonable attorneys’ fees) resulting from the information/content contained in your Submission about yourself, your Nominee, or any other person mentioned or referenced therein (including, without limitation, if the information/content is communicated by Sponsor verbatim or in any paraphrased form). Sponsor reserves the right to verify the truthfulness of any content in any Submissions.**

Sponsor reserves the right to (but not the obligation) to post some or all of the content of Submissions on the Contest website or print advertising, in whole or in an edited form (in Sponsor’s discretion). Having your Essay/Submission posted does NOT mean that your Nominee has won or is likely to win this Contest. The decision to post any Submissions/Essays is for entertainment and informational purposes only and is not part of the winner selection process in this Contest.

IT IS YOUR SOLE RESPONSIBILITY TO CHECK IN ADVANCE WITH YOUR NOMINEE TO DETERMINE WHETHER OR NOT YOUR NOMINEE WISHES TO BE NOMINATED, IS ELIGIBLE, AND WHETHER THE NOMINEE INTENDS TO ACCEPT THE PRIZE IN THE EVENT OF WINNING.

After having read and agreed to these Official Rules, click the submit button to submit your Submission. All Submissions received must be fully complete for all required information. Any Submission with an invalid email address or other incomplete or inaccurate information will be disqualified. **Maximum of one (1) nomination per person.** In the event an Entrant submits more than one (1) nomination, only the first nomination submitted by the Entrant will be eligible. All Submissions must be received by 11:59:59 p.m. ET on **October 30, 2023** to be eligible.

Any incomplete or illegible Submissions will be disqualified. Released Parties are not responsible for lost, late, misdirected, illegible, incomplete, invalid, unintelligible, or damaged Submissions, or for Submissions submitted in a manner that is not expressly allowed under these rules, or for any Submission not submitted or received due to any technical error or failure, unauthorized human intervention, inaccurate capture or mis-entry of any required information, or the failure to capture any such information or effects of hackers or failure of any electronic equipment, computer or cellular transmissions and/or network connections; all of which will be disqualified.

In the event of a dispute as to the identity of any person making a Submission, the authorized account holder of the e-mail address used to register for such action on the Contest website will be deemed to be the registrant and he/she must be eligible according to these Official Rules. The “authorized email account holder” is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. Proof of being the authorized account holder may be required.

No mechanically reproduced or automated Submissions are permitted. Use of any automated system to participate is prohibited and will result in disqualification and all such Submissions will be deemed void. By submitting any Submission, you agree to be bound by & abide by the official rules of the Contest.

Contest Top 10 Judging Period: During the Top 10 Judging Period, a panel of judges (the ‘Judges’) as solely determined and appointed by the Sponsor shall review, select and designate ten (10) Nominee finalists (“Nominee Finalists”).

Nominee Finalists shall be judged pursuant to the following general guidelines, requirements and criteria. Each of the following categories shall represent how the Nominee Finalist is determined:

- 33.33%: Quality of Submission

- 33.33%: Emotional Response from Judges
- 33.33%: Tie-in to Theme of Contest

All other entries and Submissions are disqualified, and ineligible to claim any prize. Nominee Finalists are non-transferable. Decisions of the Administrator and Judges in the selection and determination of Nominee Finalists and all matters relating to this Contest are final and binding.

Public Voting Period: Visit www.mostvaluablecoach.primohoagies.com during the Public Voting Period, and log into your Primo Perks account to submit a vote for a Nominee Finalist (“Vote”). You must be a current member of Primo Perks to submit a Vote. If you are not a current Primo Perks member, registration is free by visiting <https://www.primohoagies.com/rewards/> to sign up. Data rates may apply. Upon logging into your Primo Perks account, follow the online instructions to submit one (1) Vote for one (1) of the ten Nominee Finalists.

- Limit: Registered entrants may submit up to one Vote per day during the Public Voting Period (see below).

IMPORTANT: In order to be eligible to Vote, a person must be:

- A human being who is 18 years of age or older
- A legal U.S. resident of CO, DE, FL, MD, NC, NJ, PA, SC, or TX.

In the event of a dispute as to any on-line registration, the authorized account holder of the e-mail address used to register will be deemed to be the registrant and he/she must be eligible according to these Official Rules. The “authorized email account holder” is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. Proof of being the authorized account holder may be required.

Sponsor and Administrator reserve the right, in their sole discretion, to disqualify any individual (and all of his or her Votes) who tamper or attempt to tamper with the Voting process or Contest website in any way or who is otherwise in violation of these Official Rules, as determined by Sponsor and/or Administrator. Any questions regarding the number of Votes submitted or the authorized account holder of an email address shall be determined by Sponsor and/or Administrator in their sole discretion.

Winner Judging Period: During the Winner Judging Period, Judges shall review, select and designate one (1) potential Nominee winner (‘Potential Nominee Winner’) from the Nominee Finalists. Nominee Finalists shall be judged pursuant to the following general guidelines, requirements and criteria. Each of the following categories shall represent how the Potential Nominee Winners are determined:

- 30.00%: Quality of Submission
- 30.00%: Emotional Response from Judges
- 30.00%: Tie-in to Theme of Contest
- 10.00%: Total number of Votes received

All other entries are disqualified, and ineligible to claim any prize. Potential Nominee Winner is non-transferable.

Decisions of the Administrator and Judges in the selection and determination of Potential Nominee Winner and all matters relating to this Contest are final and binding. Each Entrant who nominated a Potential Nominee Winner (each a ‘Potential Entrant Winner’) will be notified initially by phone beginning on or about November 1, 2023. If the Administrator is unsuccessful in its attempt to reach and speak directly with a Potential Entrant Winner after three (3) attempts over a 72-hour period to the phone number listed on the online registration form for that Entrant, then that Entrant and their Nominee Finalist may be disqualified and an alternate Potential Entrant Winner may be determined from the remaining Nominee Finalist entries per the judging process procedures outlined above. **Note: messages may or may not be left during the notification process.**

During the notification phone call to the Potential Entrant Winner, the Entrant must confirm his/her eligibility, and indicate his/her willingness to accept the grand prize. Administrator will then follow the same contact process for the Potential Nominee Winner, until both the Potential Entrant Winner and Potential Nominee Winner have been verbally confirmed. Each Potential Entrant Winner and Potential Nominee Winner will then be sent official notification via email, and/or certified or overnight mail delivery.

If any selected Potential Entrant Winner or Potential Nominee Winner does not meet the eligibility requirements or elects to decline the prize, that Entrant and Nominee will be disqualified and, an alternate grand prize winning Entrant and Nominee will be selected based on the judging process outlined above. Any disqualified Entrant and Nominee will not receive any alternate prize substitution or compensation.

All of the following will apply to the Potential Entrant Winner and Potential Nominee Winner: 1) Potential winners will be required to complete and return, within 5-days of receipt, a Prize acceptance form, an affidavit of eligibility, and a liability/publicity release (where permitted) signed by both the Potential Entrant Winner and Potential Nominee Winner; 2) Potential Entrant Winner and Potential Nominee Winner may be required to present a copy of a valid social security card and a valid driver's license as a condition of participating or receiving any Prize; and 3) Potential Nominee Winner will be required to complete and return a W-9 form will be issued a 1099 form reflecting the value of their portion of the grand prize award, and is responsible for paying all applicable taxes (including, but not limited to all local, state and federal taxes) on all prizes awarded.

Failure to collect or properly claim any Prize in accordance with these rules will result in forfeiture of the Prize. If forfeited for any reason, Potential Entrant Winner and Potential Nominee Winner will not receive any other Prize substitution or compensation, and the Prize will remain the property of Sponsor and will not be awarded, except as provided herein. Limit of one (1) Prize per Entrant and Nominee.

Prize Awards:

Nominator Prize: Confirmed Entrant Winner shall be awarded the following:

- One (1) \$100 PrimoHoagies gift card, subject to terms and conditions of PrimoHoagies gift card policies.

Nominee Prize: Confirmed Nominee Winner shall be awarded a trip for two (2) people (Nominee Winner and one guest) to Las Vegas, NV, with travel dates scheduled to occur between February 10, 2024 – February 12, 2024, based upon availability, or as otherwise designated by Sponsor. Each grand prize trip includes:

- Round trip coach airfare for two (2) people from the nearest major airport as designated by Sponsor servicing winner's residential area to Las Vegas, NV (scheduled for Saturday, 2/10/2024 – Monday, 2/12/2024)
- Hotel accommodations for two (2) people—one room, double occupancy—for two (2) nights
- Admission or tickets to the Sponsor designated activities, events or entertainment in the Las Vegas, NV metro area during the travel dates.

Total ARV of grand prize award: \$25,000.00. All travel must be completed by no later than 2/12/2024, or such other date as solely determined by Sponsor in its sole discretion, or prize will be forfeited.

Exact transportation and accommodation details, dates and times, including airline, departure and destination airport and hotel, to be determined at the sole discretion of Sponsor. Travel and accommodations are subject to availability. Blackout dates and other restrictions may apply. Sponsor will not be responsible for any travel delay, rescheduling, postponement or cancellation due to weather, pandemic, any government restrictions, travel provider restrictions or policies, Acts of God, force majeure, acts of terrorism, civil disturbances, work stoppage or any other reason or event that may cause the delay, rescheduling, postponement or cancellation of any travel arrangement. No refund or compensation will be made in the event of the cancellation, delay, rescheduling or postponement of any travel arrangements.

Sponsor shall not be responsible for any penalty charges incurred as a result of changes to tickets or any portion of the prize award that have been issued. Once travel is booked, any penalties incurred as a result of changes to flights or hotel reservation are the sole responsibility of Nominee Winner. All travel is subject to any applicable restrictions and local regulations in departure and arrival destination, including COVID-19 testing and/or vaccination requirements or policy.

Any expenses or costs not expressly stated in the description of the grand prize above, including, but not limited to, ground transportation, airport/hotel transfers, parking fees, meals, incidentals, gratuities, passenger tariffs or duties, surcharges, airport fees, service or facility charges, airline seat assignment or baggage check fees, personal charges at lodging, security fees, taxes, or other expenses, are the sole responsibility of Nominee Winner. If Nominee Winner's guest is a minor, then Nominee Winner must be the parent or legal guardian of such guest. Nominee Winner's guest must travel on the same itinerary and at the same time as Nominee Winner. Travel must be round-trip. Nominee Winner and guest are solely responsible for obtaining any required travel documents, including where applicable a valid passport, vaccinations, COVID-19 or other testing requirements and travel insurance. Nominee Winner and guest must each execute an Affidavit of Eligibility and Publicity Release form provided by Sponsor or its appointed agent prior to issuance of tickets. Travel restrictions, conditions, and limitations may apply. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers, or certificates.

In the event the Nominee Winner chooses to cancel their trip, or Nominee Winner or guest chooses not to travel for any reason, Sponsor shall not award any alternate prize award or compensation and shall have no liability for any related cancellation fees or additional costs incurred for re-booking the itinerary at a later date. Travel is subject to the terms and conditions set forth in these Official Rules and those set forth by Sponsor's airline carrier of choice as detailed in the passenger ticket contract. Hotel accommodations are subject to the terms and conditions set forth in these Official Rules and those set forth by Sponsor's hotel of choice.

All travel arrangements are subject to any applicable restrictions and regulations, and policies of the travel providers (airline and hotel) including COVID-19 vaccination or testing policy, and policies of departure and destination locations (including national, state, or local entry, vaccination, testing, or quarantine policies, or prohibitions on entry). Sponsor is not responsible should prize not be usable in part or in whole due to the foregoing. Prize must be taken in accordance with government guidelines and COVID-19 rules and restrictions in both the departure and arrival location. Any required arrangements and additional costs for any COVID-19 testing, vaccination or quarantine accommodations that may be required is sole responsibility of the Nominee Winner and guest.

Nominee Winner and guest must abide by all travel provider policies and direction, including security and safety requirements. Sponsor reserves the right to revoke full or partial prize from Nominee Winner or any Nominee Winner's guest who it and/or travel provider personnel deem may, in their sole discretion, be intoxicated, be a safety risk, is disruptive or abusive, have violated any policy or law, and/or may bring Sponsor into disrepute.

All prize awards shall be delivered via email (for travel confirmations and/or e-gift cards) or shipped only to the Nominee Winner's registered email address or residential address as provided at the time of entry and Nominee Winner notification, via USPS or other Sponsor designated shipping/mail carrier, or as otherwise designated by Sponsor. Once emailed or shipped, prize shall be considered awarded and fulfilled, and Sponsor shall not be responsible for any lost, late, undelivered, misdirected, damaged or stolen delivery, any incorrect shipping address provided, any incorrect email address or failure of any email delivery including blocked emails or any email received in junk or spam folders (Nominee Winner is solely responsible for checking junk and spam email folders for delivery). In the event of any delivery issues, prize award shall not be replaced or substituted with any alternate prize award or compensation. Nominee Winner shall look only to designated shipper/carrier and not to Sponsor for any delivery issues.

All expenses and travel costs incurred as a result of seeking, winning, and/or making use of a prize are the sole responsibility of Nominee Winner. Any expense or cost not expressly stated in the description of the prizes set forth above is the sole responsibility of Nominee Winner.

All federal, state, and local taxes, fees, and surcharges on Nominee Prize are the sole responsibility of Nominee Winner. Winners of prizes with a value of \$600 or more will be issued an IRS Form 1099-MISC early in the year following the year in which prize was awarded for filing with his/her federal and state tax returns. Sponsor complies with all tax reporting requirements. The amount of any tax liability will vary depending on Nominee Winner's tax bracket.

Total ARV of all available prizes:\$25,100.00 Winners must take delivery of prize award as specified by Sponsor or Administrator. Prize does not include any other costs or expenses associated with prize redemption, delivery or use. All federal, state and local taxes are the winner's sole responsibility.

All prizes are awarded as is, without any warranty, express or implied, by Sponsor. All prize awards are non-transferable and no cash redemption or prize substitution allowed, except at Sponsor's sole discretion or as provided herein. Sponsor reserves the right to substitute a prize of comparable or greater value, at its sole discretion, if any advertised becomes unavailable. Failure to collect or properly claim prize in accordance with these rules will result in forfeiture of the prize. All properly claimed prizes will be awarded. Any unclaimed prizes will not be awarded.

All prizes requiring delivery ("Shipped Prize(s)") will be shipped to each confirmed Entrant Winner and their Nominee at the address listed on his/her signed prize acceptance documents. All Shipped Prizes will be delivered by U.S. Postal Service or common carrier of Administrator's choosing, and Shipped Prizes will be deemed delivered to the winner once a Shipped Prize is delivered by Administrator to the U.S. Postal Service or other common carrier of Administrator's choosing. Sponsor and Administrator will not be responsible or liable for a late, delayed, lost, stolen, undeliverable or damaged Shipped Prizes once delivered to the U.S. Postal Service or other common carrier, for any loss or damages relating to delivery, use, or misuse of a Shipped Prize, or for any Entrant or their Nominee who incorrectly entered their actual address during the prize acceptance process. Please allow 2-4 weeks for delivery of Shipped Prizes.

Privacy and Text Information: Entrants will be contacted using the address provided during the Entry Period. Email addresses may be stored if supplied, and entrants may receive email correspondence from, or on behalf of Sponsor subject to Sponsor's privacy policy. Sponsor uses commercially reasonable efforts to comply with Federal CAN-SPAM guidelines, and entrants may subsequently opt-out of receiving further emails by following the opt-out instructions contained in the email. Entrant understands that he or she is providing their information to Sponsor. By entering the Contest, each entrant acknowledges that his or her first and last name and hometown may be announced online, including on Sponsor's social media channels. Except where prohibited, acceptance of any and all prizes constitutes consent by the winner to use of his/her name, voice, picture, likeness and biographical data for advertising and promotional purposes without any additional compensation. Each Entrant further hereby acknowledges and agrees

that if he or she is chosen as a winner for any prize, certain of his or her identifying information may be disclosed to third parties (at least as required by law), including, without limitation, on an online page listing prize winner(s). Information collected from Entrant will be treated by Sponsor in accordance with Sponsor's privacy policy, available at <http://www.deutschfamily.com/privacy-policy>, and with due regard to Entrant's privacy. Entrants should be aware that Sponsor may be collecting non-public, personally-identifiable information about them in connection with the operation of the Contest. Entrants' information will be hosted in the United States.

If you provided your mobile number during the Entry Period and agreed to the terms listed, you are authorizing Sponsor to deliver automated SMS messages to you about the Contest. You are not required to provide a number as a condition of purchasing any item or receiving any offers. Standard message rates may apply. You may opt out of receiving future text messages by replying REMOVE to any message you receive (this will generate a confirmation email noting we have received your request). If you chose not to receive automated SMS messages to your mobile device, you will receive the same notifications via mail or via email through an automated email system. Sponsor and its agents are not responsible for text message entries not received due to lost, failed, delayed or interrupted connections or miscommunications, or to other electronic malfunctions, delays, or errors of any kind in the transmission or receipt of such entries. Sponsor is not responsible for incorrect or inaccurate entry information, whether caused by any human or technological error that may occur in the processing of entries. Any other attempted form of entry not specified herein is prohibited; no automatic, programmed, robotic or similar means of entry are permitted. Network service for transmission of text messages/entries may be interrupted or unavailable due to atmospheric or topographical conditions, governmental regulations or orders, or system capacity limitations. Sponsor assumes no responsibility for message/entry delivery or timeliness of messages/entries, or for the availability of messaging or general phone services at all times.

Additional Terms and Conditions: If, for any reason, the Contest cannot be executed as planned, including, but not limited to, any governmental order, *force majeure*, social media mandate, printing, administrative or other error of any kind, transmission failure, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Contest, or if the Contest is compromised or becomes technically corrupted in any way, electronically or otherwise, Sponsor reserves the right, in its sole discretion, to cancel, modify or terminate the Contest and, if terminated before the original end date, to select the winner from among all eligible, non-suspect entries received through both entry methods combined as of the date/time of termination.

No transfer or substitution of prize (or any portion thereof) or cash redemption permitted, except as provided herein or at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize (or portion thereof) of equal or greater value in the event that advertised prize (or portion thereof) is unavailable. Sponsor further reserves the right, in its sole discretion, to offer a cash alternative for prize; however, the cash alternative may be less than the stated ARV of the prize. **All federal, state and local income taxes on the prize are winner's sole responsibility.** Winner will be issued an IRS Form 1099 for the value of his/her prize. By accepting the prize, winner waives the right to assert as a cost of winning said prize, any and all costs of redemption or travel to redeem said prize and any and all liability that might arise from redeeming or seeking said prize.

SPONSOR'S DECISIONS AS TO THE ADMINISTRATION AND OPERATION OF THE CONTEST AND THE SELECTION OF POTENTIAL WINNER ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING ENTRY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY ENTRY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED DEFECTIVE AND IS VOID AND WILL NOT BE HONORED. PARTICIPATION CONSTITUTES ENTRANT'S FULL AND UNCONDITIONAL AGREEMENT TO THESE OFFICIAL RULES.

Releases: By entering or accepting the prize (if awarded to him/her), Entrant agrees to indemnify, release, defend and hold harmless the Sponsor, its parent companies, subsidiaries, affiliates and agencies, and the officers, directors and employees of each of the foregoing (collectively, the "Released Parties"), from and against any and all liability for any claims (including but not limited to third-party claims) arising from or relating to loss, harm, damage, injury, cost or expense whatsoever including, without limitation, claims alleging property damage, personal injury (including without limitation emotional distress) and/or death, publicity rights, defamation or invasion of privacy that may arise from or in connection with participation in the Contest, including but not limited to, prize winner's Contest entry; use of prize winner's name, likeness, biographical information, signature, image or likeness; prize winner's receipt, possession, acceptance, use and/or misuse or inability to use any prize or part thereof or participation in prize-related activities, including, but not limited to, injury or loss sustained in any travel related to the prize; financial claims; physical and/or emotional injury; and/or any other legal claim that may arise, whether under contract, tort, warranty or any other theory or claim.

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants,

printing errors or by any of the equipment or programming associated with or utilized in the Contest; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Contest; (d) technical or human error which may occur in the administration of the Contest or the processing of entries; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of the prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest, provided that if it is not possible to award another entry due to discontinuance of the Contest, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. **One prize per person only.** In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims. 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.

Warranty Disclaimer: By accepting the prize, winner acknowledges that Sponsor has neither made, nor is in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to such prize or any component thereof, including, but not limited to, its quality, mechanical condition or fitness for a particular purpose.

Limitations of Liability: By participating or accepting a prize (if applicable), entrants agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with, this Contest or any prize shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal, state or local court located in the State of New York; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including, but not limited to, costs associated with entering this Contest, but in no event attorneys' fees; and (c) to the extent allowed by applicable law, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and/or consequential damages and/or any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

Choice of Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules (whether of New Jersey or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than New Jersey.

Severability: The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

Construction: In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

Official Rules & Winner List: For a copy of these Official Rules, or the name of the prize winner, send a self-addressed stamped envelope to be received by 12/31/2023 to: PrimoHoagies Most Valuable Coach Contest, c/o Million Dollar Media, P.O. Box 278, Woodbridge, NJ 07095. PLEASE SPECIFY which you are requesting, official rules or winner list.

STANDARD PRINT DISCLAIMER

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Entry begins at 12:00 a.m. ET on 8/1/2023 and ends at 11:59:59 p.m. ET on 10/31/2023. Open to legal residents of CO, DE, FL, MD, NC, NJ, PA, SC, AND TX, who are 18 years of age or older at time of entry. By entering this Sweepstakes, participants agree to all applicable federal, state, and local laws, to be bound by the rules of this Sweepstakes and all decisions made by Sponsor. See Official Rules at www.mostvaluablecoach.primohoagies.com for additional eligibility restrictions, prize descriptions/restrictions/ARVs & odds disclosure. Void where prohibited. Sponsor: PrimoHoagies Franchising, Inc, 610 Ryan Ave, Unit V4, Westville, NJ 08093.

SHORTENED VERSION – PRINT DISCLAIMER

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. Entry begins at 12:00 a.m. ET on 8/1/2023 and ends at 11:59:59 p.m. ET on 10/31/2023. Open to legal residents of CO, DE, FL, MD, NC, NJ, PA, SC, AND TX who are 18 years of age or older at time of entry. See Official Rules at www.mostvaluablecoach.primohoagies.com for additional eligibility restrictions, prize descriptions/restrictions/ARVs & odds disclosure.