

**StarKist® Mashup Challenge  
Official Rules**

- **NO PURCHASE IS NECESSARY TO ENTER OR WIN.**
- **VOID IN AK, HI, & 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.**
- **THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM.**

BY ENTERING (OR OTHERWISE PARTICIPATING IN) THE PROMOTION, 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 PROMOTION PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. **ELIGIBILITY:** The StarKist Mashup Challenge (“Promotion”) is open only to legal residents of the forty-eight (48) contiguous United States and the District of Columbia, who are eighteen (18) years of age or older as of the date of entry. Employees, officers and directors of StarKist Co. (“Sponsor”), StarKist Agency Partners, Horizon Media, Pavone Group d/b/a quench, Coyne PR, Realtime Media LLC (“Administrator”) and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies (collectively, the “Promotion 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 Promotion or win a prize. For purposes of this Promotion, 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 Promotion using more than five (5) unique email addresses, all of the Promotion submissions associated with that household (determined by Sponsor or Administrator at their sole discretion) will be disqualified. Void in AK, HI, and where prohibited by law. All federal, state and local laws and regulations apply. By participating in the Promotion, 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 Promotion, selection of the winning Submissions and Sweepstakes winners, and Sponsor’s exercise of discretion, which will be final, non-appealable, and binding in all respects. The Promotion contains a contest of skill (“Contest”) as well as a game of chance (“Sweepstakes”) for voting on a Finalist in the Contest.
2. **TIMING:** The Promotion begins at or about 10:00 a.m. Eastern Time (“ET”) January 22, 2025 and ends at 9:59 a.m. ET on March 13, 2025 (the “Promotion Period”). The Promotion Period is comprised of the phases as set forth below:
  - **Contest Entry Period: 10:00 a.m. ET on 1/22/25 through 9:59 a.m. ET on 2/18/25.**
  - **Judging Period/Finalist Selection: 10:00 a.m. ET on 2/18/25 through 9:59 a.m. ET on 2/26/25**
  - **Public Voting/Voting Sweepstakes Period: 10:00 a.m. ET on 2/26/25 through 9:59 a.m. ET on 3/13/25**
  - **Winner Announcement:** Winners will be announced after March 19, 2025.

The designated computer clock of the Administrator is the official time-keeping device in the Promotion.

3. **HOW TO PARTICIPATE IN THE CONTEST:** No purchase necessary. You will need to create a “Mashup” recipe using at least two (2) different flavors of StarKist Creations pouches (any flavors of

tuna, chicken, salmon, and/or beef) and at least one other ingredient. Then, create an original photograph, drawing, painting, or video of your recipe (your "Submission") **including an up to 300 character caption naming your original creation as well as the product flavors and varieties**, and follow the steps below to enter. **Be sure not to include brand names, packaging, or logos of any ingredients other than Sponsor's.** Any photograph uploaded as part of an entry must be in one of the following file formats: .JPG, .PNG and .GIF, and cannot exceed 10MB. Any video uploaded as part of an entry must be in one of the following file formats: MPG, MP4, MOV, WMV, AVI, with a max file size of 500MB.

**Instagram Post Method of Entry:** To participate and enter this Contest via Instagram via the Instagram mobile application, you will need a mobile device (e.g., mobile phone or tablet) that can access the Internet and uses either the Apple or Android platform. Additionally, you will need to either visit Instagram.com or download the Instagram application from the mobile device's app store and sign up for an Instagram account ("Instagram Account") if you do not already have one. Creating an Instagram Account is free. By submitting your information and creating an Instagram Account, you will be required to agree to the Instagram terms of service and privacy policy. If you do not agree to Instagram's terms of service and privacy notice, you cannot create an Instagram Account or participate in this Contest. Once logged in to your Instagram Account, become a follower of **@StarKistCharlie** account. You must remain a follower for at least 60 days after the end of the Promotion Period, for notification purposes. To enter, during the Contest Period, post your Submission from your account. When you post the photograph/video from your Instagram Account, you must include the hashtag **#StarKistMashupContest** ("Required Hashtag") and mention **@StarKistCharlie** ("Instagram handle") in the caption of your Instagram post as part of your post. The Instagram handle and Required Hashtag are required in the caption of your Instagram post. The name of your original Mashup creation and the StarKist product flavors and varieties in the recipe must be included in the photo, drawing, painting or video as a visual or a voice over, as applicable, or in the accompanying caption copy. Sponsor may not see or receive Submissions that fail to strictly follow the posting instructions set forth in these Official Rules, and Sponsor is not responsible for failure to see or receive a Submission. NOTE: Sponsor may not receive Submissions from Instagram users with "protected" updates (i.e., user has set their Instagram Account so that only people the user has approved can view their updates) due to the way Instagram operates its service. **Be sure your Account is set to public before you begin.** Edited posts and/or account settings may result in your Submission not being eligible or included. Per Instagram policy and the Content Restrictions below, any Submission that contains or is suspected to contain copyrighted materials will not be eligible or included. Sponsor, at its sole discretion, may accept a technically incorrect unique hashtag term. Posts not seen or received by Sponsor will not be entered into the Contest. By including the Required Hashtag in your post and mentioning the Instagram handle, you are confirming your acceptance of and agreement to these Official Rules. If you take all of the steps above, you will receive one (1) entry into the Contest, subject to the limit below.

By submitting a Submission in this Contest, you hereby grant permission for your Content or Submission to be posted in a gallery on StarKistMashupChallenge.com (the "Website") and on Sponsor's social media or other websites. You agree that the Promotion Parties are not responsible for any unauthorized use of Submissions by third parties. Promotion Parties do not guarantee the posting of any Submission.

By submitting a Submission, you represent and warrant that the work submitted is original to you and that neither it nor its contents infringe upon or violate the rights of any third party. Your Submission should not include likenesses of third parties or contain elements not owned by you (such as, but not limited to, company logos other than Sponsor's logos). Submission must not defame or invade the publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights.

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

LIMIT: No more than five (5) distinct Submissions into the Contest per person per day during the Contest Entry Period. 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. Submissions generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Submissions that are in excess of the stated limit(s), 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 Contest at Sponsor's sole and absolute discretion. Those who do not follow all instructions, provide the required information in their entry form (as applicable), or abide by these Official Rules or other instructions of Sponsor may be disqualified. Submissions submitted by those who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. All materials submitted become the physical property of Sponsor and will not be returned. 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 or social media account associated with the entry for the domain associated with the submitted address, 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 or social media account by an Internet access provider, online service provider or other organization responsible for assigning email addresses or social media accounts. 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. REQUIREMENTS OF SUBMISSIONS:** Submissions must comply with the following:

- Must be in the English language.
- **No one other than the entrant should appear in the photo or video.**
- Must include all of the requirements set forth in Section 3, above.
- Any photograph uploaded must be in one of the following file formats: JPG, .PNG and .GIF, and cannot exceed 10MB.
- Any video uploaded must be in one of the following file formats: MPG, MP4, MOV, WMV, AVI, with a max file size of 500MB.
- Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights, including copyright infringement, or legal or moral rights of any third party, living or deceased;
- Must not disparage Sponsor, Administrator or any other person or party affiliated with the promotion and administration of this Contest;
- Must not include any personally-identifiable information;
- Must be the original work of the entrant and must not contain images or artwork, music, quotes, parodies or other materials not created by entrant;
- Must not be or be suspected to be created by artificial intelligence or it will be subject to disqualification, as determined by Sponsor, in its sole discretion.
- Must not feature brand names, logos or trademarks other than Sponsor's trademarks in any other element of the Submission or image, which Sponsor has granted, with respect to the Sponsor's trademarks, entrant a limited license to use for purposes of this Contest. Sponsor reserves the right to ask the entrant to create a new photo or video, edit it, or blur out logos/trademarks in the video;
- Must not have been submitted previously in a promotion or contest of any kind and has not been exhibited or distributed currently or previously in any media;
- Must not contain, facilitate, reference, or use material that is fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous;
- Cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity or any materially dangerous activity;
- Must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:

- gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
- the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products;
- taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way;
- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age; and
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the Submission was created.

By creating and sharing a Submission, you represent and warrant that your Submission is original to you, that the Submission has not been previously published, has not won previous awards and that neither it nor its contents infringe upon or violate the rights of any third party, including any copyrights, trademarks, rights of privacy, publicity or other intellectual property. By submitting a Submission, you warrant and represent that you consent to the submission and use of the Submission in the Contest, to its publication for public voting if selected as a Finalist in this Contest, and to its use as otherwise set forth herein.

By creating and sharing a Submission, you acknowledge and agree that Sponsor may receive other Submissions under this Contest that may be similar or identical to the Submission submitted by you, and you waive any and all claims you may have had, may have, and/or may have in the future, that any other Submission reviewed and/or used by Sponsor may be similar to your Submission and you understand that you will not be entitled to any compensation because of Sponsor's use of such other similar or identical material.

**5. FINALIST JUDGING PERIOD:** During the Judging Period to select Finalist Submissions (defined below), a panel of qualified judges determined by Sponsor, in its sole discretion, will score each eligible Submission up to the maximum number of points allowed, to determine the ten (10) top-scoring Submissions. Judging will be based on the following criteria:

- **Creativity/Originality:**  
The mashup should showcase a unique and innovative approach to using two or more StarKist Creations pouches plus at least one additional ingredient. Judges will look for creativity in the dish's concept and flavor combination.  
**40%**
- **Visual Appeal:**  
The presentation of the dish as shown in the photo, drawing, painting, or video is crucial. Judges will look for aesthetics in plating and overall visual creativity in the presentation of the dish.  
**40%**
- **Name of Mashup Recipe:**  
Contestants must create and include a catchy and memorable name for their recipe mashup. The name should reflect the essence of the dish and convey creativity, capturing the interest of potential voters.  
**20%**

The ten (10) of the Submissions that receive the highest initial scores each will be deemed a finalist (each, a "Finalist") and will move to the Public Voting phase. In the event of any ties in determining the position of a Finalist, the Submission with the highest score in Creativity/Originality will prevail. In the

event there are still any ties, the tied Entries will be judged again and the Submission with the highest overall score in Visual Appeal will prevail as the applicable Finalist. If any Finalist Submission (or the entrant who submitted it) is found to be ineligible, if the applicable entrant does not want to move to public voting or could not accept a prize, if offered, or if the Submission or entrant does not comply with these Official Rules, the Finalist Submission will be disqualified and the Submission with the next highest score will be named a Finalist. Administrator's, Judges', and Sponsor's decisions shall be final and binding in all matters pertaining to the judging and selection of the Finalists. In no event will there be more than ten (10) Finalists.

- 6. PUBLIC VOTING:** To participate in the public voting among the Finalists, you must be eighteen (18) years of age or older and be a legal resident of one of the forty-eight (48) contiguous United States or the District of Columbia, at the time of voting. To place a vote for a Finalist, visit the Website during the Public Voting Period. You must follow the on-screen instructions to submit your name and valid email address (as well as any other required information), if you haven't done so previously. Upon submitting your name and valid email address, you will be able to place one (1) vote for what you consider to be the best Finalist, in your opinion and based on the Judging Criteria listed above. You will also receive one (1) entry into the Voting Sweepstakes for each day that you cast a vote as described above. For purposes of this Promotion, a "day" during the Public Voting Period is defined as a calendar day based on Eastern Time. If you entered a Submission during the Contest Period, you may vote during the Public Voting Period. All participants in this Promotion are prohibited from casting, soliciting, or obtaining votes by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to members of the public, as determined by Sponsor in its sole discretion. Votes generated by script, macro or other automated means or which subvert or impair the integrity of the voting process will be void. Any attempt to exceed the limited number of votes shall give the Sponsor the right to void the votes in question and potentially to disqualify the applicable Finalist Submission, at its sole discretion. **Limit of one (1) vote per person per day, throughout the Public Voting Period.**

**After the end of the Voting Period, the Sponsor will review the votes and will determine the final scores for each of the Finalists. The one (1) Finalist with the highest score as determined by Sponsor in its sole discretion, will be the potential First Prize winner of the Contest as determined by the Sponsor and outlined below.** The highest-scoring Finalist at this point will be the potential First Prize winner. The next two (2) highest-scoring Finalists will be the potential winners of the Second and Third prizes. In the event there are any exact ties in the number of eligible votes for a Finalist, the tied Entries will be compared and the Submission with the highest overall score for Creativity/Originality will prevail. In the event a tie still remains, the Submission with the highest overall score in Visual Appeal will prevail. If any Finalist Submission (or the entrant who submitted it) is found to be ineligible or does not comply with these Official Rules, the Finalist Submission will be disqualified and the Submission with the next highest score will be named the winner of the applicable prize. Administrator's, Judges', and Sponsor's decisions shall be final and binding in all matters pertaining to the judging and winner selection.

Sponsor reserves the right not to award all prizes or to choose fewer than ten (10) Finalists and/or fewer than the stated number of Contest prize winners if, in its sole discretion, it does not receive a sufficient number or quality of eligible and qualified Submissions.

Parents or legal guardians of any prize winner under the age of majority in their state/jurisdiction of residence (which is eighteen (18) in most states but is nineteen (19) in Alabama and Nebraska and twenty-one (21) in Mississippi) may be required to also sign the Declaration in order for the prize winner to be qualified to receive his or her prize.

- 7. SWEEPSTAKES DRAWING/ODDS:** On or about March 19, 2025, the Administrator will conduct a random drawing from all eligible Sweepstakes entries received during the Public Voting Period. Odds of winning depend on the number of eligible entries received.

- 8. FINALIST AND WINNER NOTIFICATION/PRIZE CLAIMING:** Before the Public Voting Period, each potential Finalist will be notified via direct message on social media by the quest social media team. After the end of Public Voting, the potential winners will be notified via email or via direct message on social media (or other contact information) using the information provided on as part of entry in a commercially reasonable time after the determination of the winners. The Promotion 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, social media, or other account to receive messages. Promotion 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 sending of an email or a direct message. If a potential winner cannot be contacted within a reasonable time period, if potential winner is ineligible, if any notification is returned undeliverable, or if a potential winner otherwise fails to fully comply with these Official Rules, potential winner will forfeit that Finalist spot and/or prize and an alternate winner may be selected from among all remaining eligible entries. As part of the winner notification process, each potential winner will be required to complete and submit a prize redemption form ("Redemption Form"), and a declaration of eligibility/release of liability/prize acceptance agreement ("Declaration"), within ten (10) days of date of notification, as a condition of receiving a prize. If any potential winner fails or refuses to sign and return the Redemption Form and/or the Declaration within the required time period or if the Redemption Form and/or Declaration is returned as rejected, faulty, unclaimed or returned as undeliverable to potential winner, and/or the potential winner is otherwise noncompliant, the potential winner will be disqualified and an alternate will be selected, up to three (3) alternates, after which the applicable prize will remain un-awarded. For the Contest, an alternate would be the next highest-scoring Finalist. For the Sweepstakes, the selection would be a random drawing among all remaining eligible entrants. A potential winner becomes a "winner" only after verification of eligibility by Sponsor.

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 each type of prize set forth in these Official Rules, the winner(s) of the advertised number of prizes available may be selected by using the judging process or random drawing outlined above(as applicable) among any entrant making purportedly valid claims for such prize(s). Inclusion in such process shall be each entrant's sole and exclusive remedy under such circumstances.

- 9. PRIZES/PRIZE RESTRICTIONS:** The prizes to be awarded in this Promotion are:

**CONTEST PRIZE:**

**ONE (1) FIRST PRIZE:** The "First Prize" or "Trip Prize" is winner's choice of a) a trip for winner (21+) and one guest (21+) to Austin, TX for the 2025 Austin Food & Wine Festival scheduled for November, 2025. Prize package includes round trip, coach class air transportation via a Sponsor-selected air carrier(s) from a major commercial airport near winner's home selected by Sponsor in its sole and absolute discretion; two (2) VIP tickets to the 2025 Austin Food & Wine Festival, terms and conditions apply, a four (4)-night hotel stay (one (1) standard room based on double occupancy) for the winner and one (1) guest, a prepaid card for \$250 for winner that may be used for ground transportation, spending money and incidentals, terms and conditions apply. All details determined by Sponsor, in its sole discretion. Sponsor is only responsible for the elements listed above. All other expenses, are not included in Trip Prize or b) a check for \$5,000 made out to the winner. If winner is younger than 21 years old, Trip Prize winner will receive option b. If winner selects option a, Sponsor asks that winner document their trip and share video or photo content from the 2025 Austin Food & Wine Festival with the Sponsor, for use on Sponsor's social media outlets or in other avenues, in its sole discretion. Approximate Retail Value ("ARV") of the First Prize: \$5,000.

Actual value of Trip Prize may vary depending on point of departure, travel dates and fare/rate fluctuations. If the actual value of the prize is less than the stated ARV, the difference will not be awarded.

**ONE (1) SECOND PRIZE:** \$3,000 prepaid card, terms and conditions apply. ARV: \$3,000.

**ONE (1) THIRD PRIZE:** \$1,000 prepaid card, terms and conditions apply. ARV: \$1,000.

**SWEEPSTAKES PRIZE:**

**ONE (1) VOTING SWEEPSTAKES PRIZE:** A \$1,000 prepaid card, terms and conditions apply and a year's supply of StarKist Creations products, fulfilled in one shipment of 156 assorted StarKist Creations pouches, all details determined by Sponsor, in its sole discretion. ARV of the Voting Sweepstakes prize: \$1,195.

Total ARV of all prizes available in the Promotion: \$10,195.

Total ARV of all Contest prizes: \$9,000.

Total ARV of all Sweepstakes prizes: \$1,195.

For Trip Prize: All travel arrangements must be made through the Sponsor or Sponsor's designee. Certain restrictions may apply. The winner of the Trip Prize must travel as and when designated by Sponsor or the Trip Prize may be forfeited, and an alternate selected winner chosen.

The Trip Prize winner and his or her travel companion must travel together and on the same itinerary and possess all required travel documents, including visas and valid passports, if and as applicable. It is the responsibility of the Trip Prize winner and his or her companion to provide proper documentation (including government issued picture identification). All aspects of the travel portions of the Trip Prize must be conducted on such dates as determined by Sponsor in its sole and absolute discretion. The dates of departure and return are subject to change at Sponsor's sole and absolute discretion. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. Travel must be booked at least two (2) months prior to travel and all travel must be completed before the end date of the 2025 Austin Food & Wine Festival. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Sponsor reserves the right to structure travel route and select hotels in their sole and absolute discretion. The Trip Prize winner will not receive cash or any other form of compensation if actual travel costs are less than the estimate made in these Official Rules. The round trip air transportation element for the Trip Prize begins and ends at the point of departure. The Trip Prize is subject to seat and hotel availability, as well as Sponsor's terms and conditions generally applicable thereto.

Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any Trip Prize-related or 2025 Austin Food & Wine Festival-related services or accommodations. Sponsor is not liable for any missed prize events, opportunities or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other prize element except at the sole and absolute discretion of Sponsor. Additional prize award details and travel information to be provided to the Trip Prize winner at the time of Trip Prize notification. Trip Prize winner and companion are responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. The Trip Prize winner may be required to provide a credit card at the time of hotel check-in. Companion of Trip Prize winner must be at least twenty-one (21) years old as of the date of departure. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Once a travel companion is selected, he/she may not be substituted, except in Sponsor's sole and absolute discretion. Travel is subject to the terms and conditions set forth in this Contest, and those set forth by Sponsor's transportation carrier(s) of choice. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged. All expenses not specifically mentioned herein, are not included as part of any Trip Prize package, and are solely the Trip Prize winner's responsibility, including, but not limited to: hotel or other taxes, ground transportation at the Trip Prize winner's destination(s), travel

insurance, upgrades, room service, bag check fees, parking fees, laundry service, meals/food, alcoholic beverages, merchandise, souvenirs, telephone calls, tips, gratuities, experiences/events and service charges. Transportation carrier and hotel regulations and conditions apply. Travel and lodging are subject to availability, and any changes made to either of these will be at the expense of the Trip Prize winner. If, in the judgment of Sponsor, air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round-trip air travel at Sponsor's sole and absolute discretion. The difference in value will not be awarded to the prize winner.

Released Parties (defined below) are not responsible if the Trip Prize listed above or any part thereof is delayed, postponed or cancelled due to events outside of its reasonable control. Winner will be contacted regarding trip fulfillment within approximately two (2) to four (4) weeks after winner is confirmed.

For All Prizes: 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 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). Winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes received, regardless of whether they, in whole or in part, are 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 value of any prize or combination of prizes valued at \$600 or more awarded to a winner will be reported for tax purposes as required by law. Each winner of such prize will be required to provide Sponsor with a valid social security number before the prize will be awarded for tax reporting purposes. An IRS Form 1099 will be issued in the name of winner for the actual value of the prize received. Any unclaimed prize will be forfeited. Prizes, if legitimately claimed, will be awarded. The Promotion Parties are not responsible for and will not replace any lost, mutilated or stolen prizes or any prize that is undeliverable or does not reach the 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 Promotion Parties will have no further obligation with respect to that prize or portion of the prize. No more than the stated number of prizes will be awarded. The Promotion Parties are not responsible for, and winner will not receive the difference, if any, between the actual value of the prize(s) at the time of award and the stated ARV in these Official Rules or in any Promotion-related correspondence or material. Limit of one (1) prize per person and per household. Sponsor will attempt to fulfill all properly-claimed non-travel prizes within approximately four (4) to six (6) weeks after winner verification.

- 10. GENERAL:** By submitting a Submission, or any content related to the First Prize trip, you agree to be bound by these Official Rules and grant Sponsor an exclusive, fully paid-up and royalty-free, worldwide license to use, modify, delete from, add to, publicly perform, publicly display, reproduce and translate your Submission, including without limitation the right to distribute all or part of your Submission in any media formats through any media channels. In addition, and without limiting the foregoing, you acknowledge and agree that Sponsor may use your Submission on any merchandise, and shall further be permitted to sell or receive compensation for the same, without any further permission from or compensation to you. By submitting a Submission (winning or non-winning), you consent to the use, by Sponsor, its affiliates, subsidiaries, parents, and licensees, of your name, likeness, and image, in connection with the Promotion and Sponsor's related marketing activities, in any media or format now known or hereafter invented, in any and all locations, without any payment to or further approval from you. You agree that this consent is perpetual and cannot be revoked. For uses beyond the consent that you grant above, you agree that Sponsor's use of your personal data will be governed by the Privacy Policy posted on the Sponsor website. Subject to applicable law, each entrant hereby expressly grants to the Promotion Parties and their respective successors, assigns, sublicensees and designees, the irrevocable right to use and publish his/her name, Submission, 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 Promotion (“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 prize(s). All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each entrant 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 entrant of a Finalist Submission hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of entrant of a Finalist Submission’s name, likeness or voice under contract, tort or any other theory of law. The Promotion Parties do not assume any responsibility for any disruption in the Promotion, 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 Promotion 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 Promotion 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 Promotion 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 Promotion or prize. Sponsor additionally reserves the right, in its sole and absolute discretion to modify, suspend or terminate the Promotion should causes beyond Sponsor’s control corrupt or interfere with the administration, integrity, operation, security or proper play of the Promotion.

- 11. CONDUCT:** The Promotion Parties are not responsible for the actions of entrants or voters in connection with the Promotion, including entrants’ or voters’ attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Promotion. The Promotion Parties reserve the right, at their sole discretion, to disqualify (or terminate the prize of) any individual if the individual is found to be, or suspected of, acting in any manner deemed by the Promotion 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 or voting process or the operation of the Promotion, and void all associated Submissions, votes, and/or registrations. **CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS’ FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**
  
- 12. WAIVERS AND DISCLAIMERS:** The Promotion Parties assume no responsibility or liability for: (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Submissions, URLs, votes, 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 Submissions or registrations at any point in the operation of this Promotion; (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 Promotion; (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 Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Submissions or votes, social networking posts, or registrations, the announcement of the prizes, or in any other Promotion-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 Promotion. If, for any reason, the Promotion (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 Promotion, then the Promotion Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. If terminated, the Promotion Parties will award the prizes in a manner consistent with the judging or drawing process, as applicable, above from among all non-suspect, eligible Submissions received for the Promotion up to the time of such action.

- 13. RELEASES:** All entrants and voters, as a condition of participation in this Promotion, release, discharge, indemnify and hold harmless the Promotion Parties, Instagram, 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 Promotion (including travel to/from any Promotion activity), (ii) the receipt, ownership, use or misuse of any 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 Promotion activity and/or prize.
- 14. 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 Promotion will be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia, 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 PROMOTION, 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 PROMOTION, 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.

- 15. 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 Virginia 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 Promotion 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 Virginia. 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 Virginia. 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.

- 16. ENTRY INFORMATION AND PROMOTION COMMUNICATIONS:** As a condition of entering the Promotion, each entrant gives consent for Sponsor to obtain and deliver his or her name, address, Submission, and other information to third parties for the purpose of administering this Promotion and to comply with applicable laws, regulations and rules. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Promotion or on a Promotion winner's list. By participating in the Promotion, entrant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://starkist.com/privacy-policy/> and <https://starkist.com/california-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.
- 17. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules or the Declaration will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Declaration 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 Promotion-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.
- 18. WINNERS LIST:** To receive a list of the winners, send a #10 self-addressed, stamped envelope for receipt by June 7, 2025 to: StarKist Mashup Challenge - Winners List Request, c/o Realtime Media, 1001 Conshohocken State Road, Suite 2-100, West Conshohocken, PA 19428.
- 19. SPONSOR:** StarKist Co., 1875 Explorer Street, 10<sup>th</sup> Floor, Reston, VA 20190. Reference to third parties in connection with 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 Promotion.
- 20. ADMINISTRATOR:** Realtime Media LLC, 1001 Conshohocken State Road, Suite 2-100, West Conshohocken, PA 19428.