

# BOOMERANG'S™

## BOOMERANG'S WIN PIES FOR A YEAR 2023 - OFFICIAL RULES

1. **PROMOTION DESCRIPTION:** The Boomerang's Win Pies for a Year 2023 ("Sweepstakes") begins on January 1, 2023, at 12:00 a.m., and ends on December 31, 2023, at 11:59 p.m. (the "Promotion Period").

The sponsor of this Sweepstakes is Boomerang's Foods ("Sponsor"). By participating in the Sweepstakes, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. Sponsor is responsible for the collection, submission or processing of Entries and the overall administration of the Sweepstakes. Entrants should look solely to Sponsor with any questions, comments or problems related to the Sweepstakes. Sponsor may be reached by email during the Promotion Period at [info@boomerangspies.com](mailto:info@boomerangspies.com).

2. **ELIGIBILITY:** Open to legal residents of the United States who are at least 18 years or older at the time of entry (the "Entrant"). Sponsor, and its respective parent entities, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers, directors and employees (the "Promotion Entities"), are ineligible to enter the Sweepstakes or win a prize. Household Members and Immediate Family Members of such individuals are also not eligible to enter or win. "Household Members" shall mean those people who share the same residence at least three months in any 12-month period. "Immediate Family Members" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses. This Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void outside the United States and where prohibited or restricted by law.

3. **PRIZES:**

Grand Prize: 52 printed free pie coupons which can be redeemed at any retailer which carries

Boomerang's foods. Max value of each coupon is \$4.99. Prices at retailers vary. Prize has an approximate retail value ("ARV") of  $\$4.99 \times 52 = \$259.48$

Only one prize per person and per household will be awarded. Prize cannot be transferred, redeemed for cash value, or substituted by winner. Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater value if a prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The ARV of the prize represents Sponsor's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the prize turns out to be less than the stated ARV, the difference will not be awarded in cash. Sponsor makes no representation or warranty concerning the appearance, safety or performance of any prize awarded. Restrictions, conditions, and limitations may apply. Sponsor will not replace any lost or stolen prize items.

This Sweepstakes is open to legal residents of the United States and prize will only be awarded and/or delivered to addresses within said location. All federal, state and/or local taxes, fees, and surcharges are the sole responsibility of the prize winner. Failure to comply with the Official Rules will result in forfeiture of the prize.

#### 4. HOW TO ENTER:

Entrants enter the Sweepstakes during the Promotion Period online by answering the online survey

<https://www.surveymonkey.com/r/?sm=JystB3Ayg0%2fY%2fzWnVlcsslFrgTWjcft4n8BQZeQAmFQ%3d>.

about their Boomerang's pie experience. Boomerang's pies can be purchased at the stores found on the store locator <https://www.boomerangspies.com/store-locator>. However, no purchase is necessary. Entrants may contact Boomerang's Foods at [info@boomerangspies.com](mailto:info@boomerangspies.com) to request one free pie coupon to redeem at any of the stores mentioned on the store locator.

Automated or robotic entries submitted by individuals or organizations will be disqualified. Internet entry must be made by the Entrant. Any attempt by Entrant to obtain more than 5 entries by using multiple/different email addresses, identities, registrations, logins or any other methods, including, but not limited to, commercial contest/sweepstakes subscription notification and/or entering services, will void Entrant's entries and that Entrant may be disqualified in Sponsor's sole discretion. Final eligibility for the award of any prize is subject to eligibility verification as

set forth below. All Entries must be received by Sponsor before the end of the Promotion Period in order to participate. Sponsor's database clock will be the official timekeeper for this Sweepstakes. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for any failure to receive Entries due to transmission errors or technical failures of any kind, including but not limited to malfunction of any network, hardware, or software, whether originating with Entrant or Sponsor. Proof of submission will not be deemed to be proof of receipt by Sponsor. All entries will become the sole property of Sponsor and none will be returned under any circumstances.

Entries will be deemed made by the person holding the email address at the time of entry. A potential winner may be requested to provide proof that he/she is the person who holds the email address associated with the winning entry.

Entrants who, in the view of Sponsor, provide false, fraudulent or deceptive entries, or who engage in false, fraudulent or deceptive acts in connection with the Sweepstakes, will be disqualified.

5. **WINNER SELECTION:** One winner of the Sweepstakes will be selected in a random drawing from among all eligible entries received throughout the Promotion Period. The random drawing will be conducted on or about January 15, 2024 after the Promotion Period ends, by Sponsor or its designated representatives, whose decisions are final and binding. Odds of winning will vary depending on the number of eligible entries received. The Entrants selected as a potential Winner must comply with all terms and conditions set forth in these Official Rules, and winning is contingent upon fulfilling all these requirements.

6. **WINNER NOTIFICATION:** Winner will be notified after the random drawing by email at the email address provided in the entry information. Potential Winner must accept a prize by email as directed by Sponsor within 72 hours of notification being sent by Sponsor. Sponsor is not responsible for any delay or failure to receive notification for any reason, including, but not limited to, inactive email account(s), technical difficulties associated therewith, or Winner's failure to adequately monitor any email account.

Any winner notification not responded to or returned as undeliverable may result in prize forfeiture. Rejection of the prize by the winner and non-compliance with these Official Rules may also result in prize forfeiture. If a prize is forfeited, no compensation will be given. In the event of a forfeited prize, an alternate winner will be selected from the remaining eligible entries.

The potential prize winner may be required to sign and return an affidavit of eligibility, release of liability, and a publicity release (collectively \"the Prize Claim Documents\"). No substitution or transfer of a prize is permitted except by Sponsor.

Once confirmed, Sponsor will send the winner the free pie coupons through the mail.

7. **PRIVACY:** Any personal information supplied by you will be subject to the privacy policy of the Sponsor posted at <https://www.boomerangspies.com/privacy-policy>. By participating in the Sweepstakes, Entrants hereby agree to Sponsor's collection and usage of their personal information in accordance with Sponsor's privacy policy, and Entrants acknowledge that they have read and accepted Sponsor's privacy policy.

8. **RELEASE AND LIMITATION OF LIABILITY:** By participating, Entrants and Winner agree to release and discharge Sponsor, its parent companies, subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors (the \"Released Parties\"), from any and all liability for loss, harm, damage, injury, cost or expense whatsoever, including without limitation property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in the Sweepstakes, or possession, acceptance and/or use or misuse of the prize or participation in any Sweepstakes-related activity and for any claims based on publicity rights, defamation or invasion of privacy and prize delivery. Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes; (c) 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, satellites, servers, camera, computers or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of any network or wireless service, the Internet or website or any combination thereof; (e) suspended or discontinued Internet, wireless or landline phone service; or (f) any injury or damage to Entrant's or to any other person's computer or mobile device which may be related to or resulting from any attempt to participate in the Sweepstakes or download of any materials in the Sweepstakes.

Additionally, as consideration for entering the Sweepstakes, all Entrants agree to indemnify, hold harmless, and defend Sponsor and the Released Parties in any action or proceeding from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions,

breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, identity theft, loss of consortium claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to their participation in the Sweepstakes or for their failure to comply with the terms of the above release provision. This agreement to indemnify, hold harmless and defend applies even if the act or omission complained of was allegedly caused in whole or in part by the strict liability of negligence in any form of the Sponsor or Released Parties.

9. SWEEPSTAKES CANCELLATION, SUSPENSION OR MODIFICATION: If, for any reason, the Sweepstakes is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. In such event, Sponsor shall immediately suspend all drawings and prize awards, and Sponsor reserves the right to award any remaining prizes (up to the total ARV as set forth in these Official Rules) in a manner deemed fair and equitable by Sponsor. Sponsor and Released Parties are not responsible and shall not have any liability to any participant in connection with the Sweepstakes, including but not limited to if the Sweepstakes cannot take place or if any prize cannot be awarded due to delays or interruptions due to acts of God, acts of war, natural disasters, weather, or acts of terrorism.

10. RULE CHANGES AND INTERPRETATION: Sponsor reserves the right in its sole discretion to supplement or make changes to these Official Rules at any time without notice. Sponsor reserves the right in its sole discretion to interpret the rules of the Sweepstakes, and such interpretation shall be binding upon all Entrants.

11. SPONSOR:

Boomerang's Foods

5114 Balcones Woods Drive

Suite 307-355

Austin TX 78759

[info@boomerangspies.com](mailto:info@boomerangspies.com)

12. GOVERNING LAW AND JURISDICTION: This Sweepstakes shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of laws principles. By entering the Sweepstakes, Entrants hereby submit to the jurisdiction and venue of the federal and state courts of Texas and waive the right to have disputes arising out of the subject matter hereof adjudicated in any other forum. In no event will any Entrant be entitled to injunctive relief or equitable relief of any kind, or restrain the continuation of any Sweepstakes.