**GIFFORD’S CONTEST**

**Official Rules 2021**

1. NO PURCHASE NECESSARY TO PARTICIPATE OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHEREVER PROHIBITED OR RESTRICTED BY LAW.

2. **Eligibility/Participation:** The Gifford’s Contest (the “Contest”) is open only to legal U.S. residents who, at the time of entry, are:(a) residents of (i) Massachusetts, (ii) New Hampshire, Maine, Vermont, or Rhode Island who live within a 150-mile radius of Boston, Massachusetts, or (iii) Connecticut who live within a 75-mile radius of Boston, Massachusetts (collectively, the “Eligibility Area”) , and (b) eighteen (18) years of age or older. Employees, directors and officers of Gifford’s Dairy, Inc., doing business as Gifford’s Famous Ice Cream (“Sponsor”), Banner Seventeen, LLC, doing business as the Boston Celtics, the National Basketball Association and its Member Teams, and NBA Properties, Inc., New England Patriots LLC, NPS LLC, the Boston Bruins, and each of their respective affiliates, franchisees, parents, subsidiary companies, directors, officers, governors, owners, agents, and advertising and promotion agencies (collectively, the “Released Parties”),and members of the immediate families (spouses, parents, children, and siblings and their respective spouses, regardless of where they reside), and/or those living in the same household, of any of the foregoing are not eligible. Void outside the Eligibility Area set forth above and where prohibited, or otherwise restricted by law. The Contest is subject to all applicable federal, state, and local laws. By participating in the Contest, you agree that: (1) you have read and understand these Contest rules (the “Official Rules”); (2) you meet the Contest eligibility requirements set forth in the Official Rules; (3) you accept and agree to be bound by these Official Rules, and Sponsor's Privacy Policy as published at [http://www.giffordsicecream](http://www.dunkindonuts.com/content/dunkindonuts/en/help/privacypolicy.html).com/privacy and (4) you unconditionally accept and agree to comply with and abide by the decisions of Sponsor and Administrator, whose decisions shall be final and binding in all respects.

3. **Contest Period**: The Contest begins at 8:00:00 am Eastern Time (“ET”) on 7/18/2021 and ends at 10:00 am ET on 7/31/2021 (the “Contest Period”).

4. **How To Enter**: For National Ice Cream Month, Gifford’s will be hosting a two-week contest to see which flavor reigns supreme among its customers. Starting on July 18th, 2021, National Ice Cream Day, through July 31st, 2021, entrants will be invited to vote for their favorite ice cream flavors.

Entrants will be invited via social media to completely fill out the entry form (“Form”), which includes voting vote for their favorite Gifford’s ice cream flavor on the Gifford’s website (www.giffordsicecream.com). Once the Form is successfully completed and submitted, the entrant will be automatically entered into the Contest. Entrants who successfully select pick the correct winning flavor (the flavor most frequently selected as the favorite by entrants) will be entered into a random drawing to win the prize described in Section 5 below. Following the random drawing, the winner will be notified by email.

All entries must comply with these Official Rules. A valid email address is required for submission.

Proof of submission of entry does not constitute proof of delivery or entry during the Contest Period. All entries become the property of Sponsor and will not be returned. Multiple entrants are not permitted to share the same email address or account. Incomplete entries, entries by script, macro or other automated means, or entries that do not fully comply with these Official Rules, or which subvert the entry process, in the sole discretion of Sponsor, will not be eligible. All entries must be received during the Contest Period to be eligible. The computer clock of the administrator is the official timekeeping device.

There is a limit of one (1) entry per person, throughout the Contest Period. Submission of multiple entries via the same method by or on behalf of the same person may result in ineligibility with respect to all entries for such person. No incomplete entries will be accepted. Entries must be in English. Entries that contain content that, in Sponsor’s sole discretion, is not suitable or appropriate or is deemed lewd may be disqualified. Entry material that violates or infringes upon another’s rights, including but not limited to privacy, publicity or intellectual property rights (including, without limitation, trademark or copyright infringement), without permission will also be disqualified. In the event of any dispute concerning the identity of any entrant, the relevant entry will be deemed submitted by the email account holder account used to enter. Any attempt by a participant to obtain more than one entry, by using multiple/different email addresses, identities, or any other online methods, may void all of such participant’s entries. Entrants and the winner acknowledge and agree that their entries become the property of the Sponsor, which thereby has the right to edit, adapt, modify, reproduce, promote and otherwise use entries (or excerpts of entries) in any way it sees fit.

5. **Random** **Drawing/Winner Determination/Prize/Approximate Retail Value (“ARV”):** On or about one (1) business day after the Contest Period has ended, Sponsor or its designee shall conduct a random prize drawing, from among all entries correctly choosing the most popular flavor of Gifford’s ice cream, in order to select one (1) prize winner (“Prize Winner”). Once confirmed, as detailed below, the Prize winner will receive the approximate value of one (1) quart of Gifford’s ice cream per week for fifty-two (52) weeks (ARV $300). The decisions of Sponsor are final and binding on all matters relating to this Contest. Odds of winning a Prize are dependent upon the total number of eligible entries received during the Contest Period. There is a limit of one (1) Prize per person, throughout the Contest Period. In no event will Sponsor be responsible for awarding more than the stated number of Prizes herein. Prize conditions may be added or modified by companies providing those portions of the Prize. The Prize restrictions/conditions stated herein are not all-inclusive. No transfer, substitution or cash equivalent for any Prize, in whole or in part, will be permitted, except at Sponsor's sole discretion due to Prize unavailability for any reason, and only then for a prize of greater or equal value determined by Sponsor shall be allowed. Prize is subject to all applicable taxes. The winner must complete and submit an IRS form W-9 completely in order to receive their prize. All costs, taxes, fees, and expenses associated with the prize or the acceptance and use of any element of the prize not specifically addressed above are the sole responsibility of the winner. All federal, state, and local taxes on the prize are Winner’s responsibility. The Prize winner will agree to fill out a form w-9 completely, be sure to include name, address, & social security number and will be issued, by the Sponsor, a 1099 tax form for the amount of the prize. Sponsor reserves the right to substitute any prize, or portions thereof, with a prize of comparable or greater value, at its sole discretion.

7. **Prize Winner Notification/Verification:** The potential Prize winners must comply with these Official Rules as published in order to be confirmed as the official winner and accept the prize. On or about one (1) business day after the random drawing, Sponsor will notify the potential Prize winner via email. Upon notification or notification attempt, the potential Prize winner will be required to respond to such notification as provided, accepting the prize and providing his/her physical address (as requested), for prize delivery purposes, within twenty-four (24) hours of such notification or notification attempt, or the Prize will be forfeited, and an alternate potential Prize winner will be selected/determined as outlined above. Sponsor will attempt to contact the potential Prize winner two (2) times during the twenty-four (24) hour period. If in any instance, notification attempt(s) for the potential Prize winner fail for any reason, or if the potential Prize winner is found to have not complied with these Official Rules or instructions upon notification, such Prize will be forfeited, and an alternate potential Prize winner will be selected/determined using the same criteria set forth above. Acceptance of a prize constitutes permission for the Sponsor and its designees to use the name, account information, email, or actual or simulated likeness, biographical information, city, state, opinions, and prize information of the Prize winner in connection with the Contest and the marketing thereof (including, without limitation, for advertising and promotional purposes), in perpetuity, throughout the universe, in all media, without additional compensations, unless prohibited by law. Further, the Prize winner hereby indemnifies the Released Parties from any claims, damages, liabilities and expenses (including reasonable legal fees)(however named or described, whether alleged or actual), with respect to, arising out of or relating to: (a) the entrant’s participation in the Contest, including, but not limited to, personal injury, death and/or property damage, as well as claims based on publicity rights, defamation and/or invasion of privacy; and (b) the delivery, misdelivery, acceptance, possession, use of, misuse of, or inability to use any prize (including any type or manner of costs or damages), whether under a theory of contract, tort (including negligence), warranty, or any other theory.

8. **General Terms/Limitation of Liability:** Noncompliance with any of these Official Rules may result in disqualification. Sponsor assumes no responsibility for late, lost, jumbled, incorrect, or inaccurate entries, whether caused by any of the equipment or programming associated with or utilized in this Contest or by any human error. Sponsor is not responsible for any problems or technical malfunction(s) of any telephone network or lines, computer online systems, servers or other services, providers, computer equipment, software, failure of any email, technical problems or traffic congestion on the Internet or at any website including, without limitation, any injury or damage to participant's or any other person's computer related to or resulting from participation in this Contest. Sponsor is not responsible for any typographical or other error(s) in administration of the Contest, or in the selection/announcement of the Prize winner. If, for any reason, the Contest is not capable of running as planned, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, the Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Contest. Should the Contest be terminated prior to the stated expiration date, notice will be posted where Sponsor deems fit, and the prize will be awarded as outlined above from those eligible entries received up until the time of termination. All interpretations of these Official Rules and decisions by Sponsor are final. No software-generated, robotic, programmed, script, macro or other automated entries are permitted. Sponsor reserves the right in their sole discretion to disqualify any individual they suspect or find: (i) to have used a software-generated, robotic, programmed, script, macro or other automated online entry mechanic; (ii) to have tampered with the participation process or the operation of this Contest; (iii) to be acting in violation of these Official Rules; (iv) to be acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or (v) to have provided inaccurate information on any legal documents submitted in connection with this Contest. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR APPLICATION OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Participants agree that the Released Parties: (a) shall not be responsible or liable for, and hereby release the Released Parties from, any and all liabilities, claims, losses, damages or injuries of any kind to property or to person (including death) resulting, in whole or in part, directly or indirectly, from participation in the Contest or any Contest-related activity, or from acceptance, receipt, possession and/or use/misuse or inability to use the Prize, even if caused by or contributed to by the negligence of any of the released parties; and (b) have not made any warranty, representation or guarantee, express or implied, in fact or in law, with respect to a prize, including, without limitation, to such prize’s quality or fitness for a particular purpose. The Released Parties shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to: (1) by any wrongful, negligent or unauthorized act or omission on the part of any of their agents, servants, employees or independent contractors; (2) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties; or (3) by any other cause, condition or event whatsoever beyond the control of the Released Parties. Failure of Sponsor to enforce any provision herein shall not be deemed a waiver of such. UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN AWARDS FOR, AND PARTICIPANTS HEREBY WAIVE ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES WHATSOEVER. IN NO EVENT SHALL SPONSOR BE LIABLE TO ANY PARTICIPANT OR WINNER FOR DAMAGES THAT EXCEED THE VALUE OF THE PRIZE TO BE AWARDED TO THE INDIVIDUAL ENTRANT IN THIS CONTEST. In the event that a court, or other tribunal of competent jurisdiction, shall hold any of the provisions of these Official Rules to be illegal, invalid, or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Official Rules shall otherwise remain in full force and effect. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants and Sponsor in connection with the Contest will be governed by and construed in accordance with the internal laws of the State of Maine, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state’s laws. The forum and venue for any dispute shall be in Maine.

9. **Request for the Name of Winner and/or Official Rules:** For the name of the Prize winner, available after the Contest Period has ended, send a self-addressed stamped envelope, which must be received by 9/1/2021, to: Gifford’s Famous Ice Cream, 25 Hathaway Street, Skowhegan, Maine 04976.

10. **Sponsor:** Gifford’s Famous Ice Cream, 25 Hathaway Street, Skowhegan, Maine 04976.