

National Pork Board

“America’s Pig Farmer of the Year Award Contest”

Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OR PAYMENT WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING.

1. CONTEST OVERVIEW. The “America’s Pig Farmer of the Year Award Contest” (the “Contest”) is sponsored by the National Pork Board (“Sponsor”). The purpose of the Contest is to help Sponsor select one (1) United States pig farmer with high levels of technical expertise, ethical practices, communications skills and public appeal to be the recipient of Sponsor’s 2019 “*America’s Pig Farmer of the Year Award*.” Sponsor shall issue a call for Contest nominations beginning on or around January 7, 2019. Nominations (including self-nominations) will be accepted at <http://americaspigfarmer.com/nominate> until 11:59 p.m. CT on March 10, 2019. Nominees will be invited by Sponsor to complete and submit to Sponsor a detailed online Contest Application, including three (3) photographs of the entrant’s family and barn as described in more detail below. Contest Applications must be submitted to Sponsor by 11:59 p.m. CT on April 1, 2019. There are three (3) rounds of judging in the Contest. In the preliminary judging round, judges will select the five (5) to eight (8) highest scoring entries among all the eligible submitted Contest Applications to be the Semi-Finalists in the Contest. Each Semi-Finalist will be required to participate in a Common Industry Audit at his/her farm (at Sponsor’s expense) and participate in Sponsor background check activities in order to determine further eligibility in the Contest. In the semi-final judging round, the semi-finalist judging panel will select the two (2) to four (4) highest scoring Semi-Finalists (based on originally submitted Contest Applications and the Semi-Finalists’ video interviews) to be the Finalists in the Contest. Each Finalist will have a professional video taken by Sponsor at his/her farm and participate in an in-person Finalist interview with an independent judging panel. In the final judging round, which will take place in Chicago, Illinois (or another major United States city selected by Sponsor) on August 26-28, 2019, one (1) Contest winner will be selected by a combination of the independent judging panel’s scores of the Finalists’ in-person interviews and Finalists’ on-farm videos (90% of overall score), and by public online voting (10% of overall score). Finalists will receive travel expenses to the final judging round. The Contest winner will be required to spend approximately fifteen (15) days during October 2019 through September 2020 speaking for America’s pork producers and telling the winner’s pork production story in various manners and places as arranged by Sponsor, including in-person speaking engagements in various areas in the United States, and online. The Contest winner will receive a \$15,000 honorarium as compensation for such activities, and will also receive travel expenses and logistical support related to speaking engagements. The foregoing is a summary only and is qualified in its entirety by the complete Official Rules set forth below which govern the Contest.

2. ELIGIBILITY.

a. WHO IS ELIGIBLE TO ENTER. The Contest is only open to entrants who, as of the entry date, are permanent legal residents of the fifty (50) United States of America and the District of Columbia who are at least thirty (30) years old as of January 1, 2019, and who have been nominated to enter the Contest (as described in Section 3(a)(i) below). In addition, all entrants must:

- (i) have at least five (5) years of professional working experience on a commercial pig farm;
- (ii) be Pork Quality Assurance Plus® certified;
- (iii) be the owner of the pig farm associated with the entrant’s Contest Application (as defined in Section 3(a)(ii) below), or, if not, have verifiable authorization to participate in all aspects of this Contest from the owner of the pig farm associated with the entrant’s Contest Application (including, without limitation, the ability to provide all information and access requested by Sponsor in the Contest, and to be publicly associated in the Contest and award activities with the pig farm). The pig farm associated with the entrant’s Contest Application must have a premises identification number (“PIN”) issued by the United States Department of Agriculture (“USDA”);
- (iv) have consistent Internet access; and
- (v) be available to participate in all aspects of the Contest and award activities (including, without limitation, all award spokesperson activities and travel).

b. WHO IS NOT ELIGIBLE TO ENTER. A nominee is not eligible to enter the Contest if the nominee:

- (i) was named the award winner in any of Sponsor's prior America's Pig Farmer of the Year Award Contests;
- (ii) was a finalist in Sponsor's America's Pig Farmer of the Year Award Contest within the past twelve (12) months;
- (iii) is an employee, officer or director of Sponsor and/or its parents, subsidiaries, affiliates, divisions, advertising and promotion agencies; or
- (iv) violates or does not comply with these Official Rules, or does not meet the eligibility requirements of Section 2(a) above.

LIMIT: One (1) entrant per pig farm/PIN in this Contest. The Contest is void outside the eligible Contest territory; and where prohibited or restricted by applicable law. The Contest, and any website pages and advertisements relating thereto, are intended for viewing only within the eligible contest territory, and entrants must be present in the eligible Contest territory at the time they enter.

3. ENTERING THE CONTEST.

a. HOW TO ENTER. There is one (1) way to enter the Contest, which is described below. Sponsor's computer is the official timekeeping device for the Contest.

i. **SUBMIT A NOMINATION.** On or around January 7, 2019, Sponsor shall issue a call for nominations for the Contest. You may nominate yourself or any other pig farmer for the Contest. Nominees are subject to the eligibility requirements set forth in Section 2 above. To nominate yourself or another pig farmer for the Contest, go to <http://americaspigfarmer.com/nominate>, and follow the instructions (which include submission of nominee's contact information). Nominations must be submitted by 11:59 p.m. CT on March 10, 2019 (the "Close of Nominations").

ii. **COMPLETE A CONTEST APPLICATION.** Pig farmers nominated for the Contest on or before the Close of Nominations will be invited by Sponsor via email (at the email address provided in the nomination) to submit a Contest application, which is comprised of (i) a detailed online questionnaire regarding entrant, entrant's farm, and pig farming and related activities; and (ii) submission of three (3) photographs: one (1) photo of the entrant and entrant's family (if applicable), one (1) photo of the outside of the entrant's barn, and one (1) photo of the inside of the entrant's barn. Photos must conform to the photo requirements in Section 3(b) below. For purposes of these Official Rules, the online questionnaire and the three (3) photographs are collectively referred to herein as the "Contest Application." The Contest Application must be submitted to Sponsor in the manner as directed by Sponsor in its Contest entry email invitation. Contest Applications must be completed in full (including providing all required information and fully answering all questions) and must be submitted in accordance with the Sponsor-provided instructions by 11:59 p.m. CT on April 1, 2019 (the "Close of Applications"). Contest Applications received after the Close of Applications will not be eligible for entry into the Contest. Contest Applications will be judged as described in Section 4 below.

In the event of a dispute as to the identity of an online entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant, but only if that person is otherwise eligible to enter the Contest. Entrants may be required to show proof of being the authorized account holder. If a dispute cannot be resolved to Sponsor's satisfaction, the entrant may be deemed ineligible. The "authorized account holder" is the natural person assigned to an email address by an Internet service provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. Submitting mass entries or entries generated by a script, macro or use of automated devices is prohibited and will result in disqualification. See Section 12 below ("Data Collection") regarding data collected online in connection with an entrant's entry.

b. PHOTO REQUIREMENTS. Contest Application photos must meet the following requirements, compliance with which shall be as determined by Sponsor in its sole discretion:

- i. There must be (3) photos: One (1) photo of the entrant and entrant's family (if applicable), one (1) photo of the outside of the entrant's barn, and one (1) photo of the inside of the entrant's barn;
- ii. The photos must be digital photos of a size and in such format as specified in the Contest invitation email;
- iii. The photos may only feature the entrant and family members whose images and personal attributes entrant has received consent to utilize in connection with the Contest. Photos must NOT include, depict or feature any other third parties, unless they are not recognizable;
- iv. The photos must be suitable for a public forum, in keeping with Sponsor's positive pork industry friendly image, and may NOT be offensive or inappropriate, as determined by Sponsor in its sole discretion. Without limiting the foregoing, it must NOT contain any profanity, nudity or lewd gestures;
- v. The photos must be entirely original to the entrant, and must NOT include any mention or performance of any copyrighted media production, including, without limitation, music, films, books, television programming, etc., or identifying descriptions of any media property;
- vi. The photos must NOT infringe, misappropriate or violate any right of any third party, including, without limitation, copyright, trademark, trade secret, or right of privacy or publicity, and must NOT incorporate or include anything (e.g., third party names, marks, logos, likenesses, images or personal attributes) that would require the consent of any third party for the use of the entry by Sponsor or any of its designees; and
- vii. The photos must NOT have been previously published, submitted to another contest, won any other award, been broadcast on a media network, or submitted to any entertainment entity.

c. ADDITIONAL TERMS AND CONDITIONS OF ENTRY: All entries become the exclusive property of Sponsor. CONTEST MATERIALS (INCLUDING PHOTOS) WILL NOT BE ACKNOWLEDGED OR RETURNED, AND, IN FACT, MAY BE DESTROYED. DO NOT SUBMIT ANY IRREPLACEABLE OR ONE-OF-A-KIND PHOTOS. Proof of submission of any Contest materials will not be deemed to be proof of receipt by Sponsor. Any submission that does not comply with any aspect of these Official Rules, as determined by Sponsor in its sole discretion, may be rejected by Sponsor and the entrant disqualified. All entrants and entries subject to verification prior to continuing in the Contest, as are the eligibility, age and other claims of/information provided by an entrant. Sponsor reserves the right to conduct a background check on any or all entrants, and Sponsor reserves the right to disqualify any individual based on such background check if Sponsor determines in its sole discretion that awarding the award to any such individual or allowing the individual to participate in the Contest might reflect negatively on Sponsor or any of its Contest partners. Entrants will cooperate with Sponsor and its representatives in connection with any and all verification and background check activities, including, without limitation, by executing and delivering to Sponsor or its designee by the time indicated by Sponsor or its designee any verification and background check authorization forms required by Sponsor or its designee.

d. USE OF CONTEST MATERIALS AND PHOTOS. Without limiting the generality of the applicable terms and conditions of the Contest website or any service utilized in connection with the Contest website or the Contest, each entrant agrees that Sponsor and its successors, designees and assigns shall each have the perpetual, royalty-free, irrevocable, world-wide and fully-transferable right (but not obligation) to use, modify, display, reproduce, make derivative works of, and otherwise exploit entrant's Contest materials, including without limitation, any photos and videos (or any part thereof) for promotional purposes in any manner or media whether now or hereafter existing and/or to otherwise use or commercially exploit any Contest materials (or any part thereof) or information or ideas contained within any Contest materials, all without payment, notice, attribution, consideration or consent. Such use includes, without limitation, the right to use the Contest materials on Sponsor's and its designees' websites and social media outlets, whether or not such use is in connection with the Contest. The timing of any posting shall be as determined by Sponsor in its sole discretion, and there is no guarantee any such materials will be used. Sponsor does not have any obligation to maintain any Contest materials, or any information or ideas contained therein, as confidential or proprietary. SPONSOR AND ITS DESIGNEES RESERVE THE RIGHT TO EDIT, MODIFY, OR ABRIDGE ANY SUCH CONTEST MATERIALS FOR ANY REASON PRIOR TO USE.

e. As a condition to participation in the Contest and award activities, each entrant agrees that he/she will not conduct or participate in any media interview or other media activities regarding this Contest or related activities without the express prior written permission of Sponsor.

4. JUDGING; ADVANCEMENT; SELECTION; NOTIFICATION.

a. **PRELIMINARY JUDGING; SELECTION; NOTIFICATION.** Eligible Contest Applications received on or before the Close of Applications will be judged and scored by judges appointed by Sponsor with the goal of selecting entrants with the experience, abilities, and communications skills (verbal, written and other) necessary to demonstrate ability to be a spokesperson for the pork industry. Entries will be judged and scored in accordance with the following criteria (the "Judging Criteria"): content and comprehensiveness of entrant's complete application (50%) and overall appeal of the entrant as a spokesperson for the pork industry (50%). Judge(s) will be an individual or individuals who are experienced in the pork industry, public relations, advertising and/or marketing. Judge(s) will be individuals selected by Sponsor and may also be employees or agents of Sponsor or its affiliates. Subject to these Official Rules, a minimum of five (5) and a maximum of eight (8) eligible entrants (whose Contest Applications received the five (5) to eight (8) highest scores, as applicable) will be selected as potential Semi-Finalists and advance to the semi-final judging round. In the event of a tie, the tied entries will be judged against each other by the judge(s) using the Judging Criteria until the tie is broken.

The potential Semi-Finalists will be notified on or about May 1, 2019 by phone, mail, courier and/or email. A potential Semi-Finalist must comply with all terms and conditions of these Official Rules. Continuing in the Contest and being eligible for the Contest award is contingent upon fulfilling all requirements set forth in this Section 4. To be eligible for advancement to the Semi-Finalist judging round, a potential Semi-Finalist will be required to:

(i) execute and return to Sponsor a notarized Affidavit of Eligibility, a Liability Release and, except where prohibited by law, a Publicity Release (an "Affidavit/Release") in the form(s) provided by Sponsor, which will contain potential Semi-Finalist's commitment for availability and participation in various mandatory Contest schedule/location appearances, and, if the potential Semi-Finalist is selected as the winner, additional commitments for potential Semi-Finalist's availability and participation in award activities during the time period from October 2019 through September 2020;

(ii) have the potential Semi-Finalist's pig farm participate in a Common Industry Audit (an "Audit") which will be conducted at Sponsor's expense, the results and details of which will be authorized by potential Semi-Finalist to be provided to Sponsor; provided, however, that if a valid, current Audit has been conducted on the potential Semi-Finalist's farm, and the results and details of such Audit are authorized by the potential Semi-Finalist to be made available to Sponsor, Sponsor will use such Audit for purposes of this Contest; and

(iii) participate in a background check regarding potential Semi-Finalist (including, without limitation, criminal and reputational searches). Potential Semi-Finalist will cooperate with Sponsor and its designees in all Audit and background check activities (including, without limitation, by executing and delivering to Sponsor or its designee by the time indicated by Sponsor or its designee any Audit, verification and background check authorization forms required by Sponsor or its designee).

The Affidavit/Release must be returned to Sponsor by the date and/or time indicated within the Affidavit/Release. If a potential Semi-Finalist cannot be contacted within seventy-two (72) hours of the first attempt to contact him/her, or if a potential Semi-Finalist fails to return the Affidavit/Release within the specified time, or if a potential Semi-Finalist or his/her entry is found to be ineligible, or if the potential Semi-Finalist's Audit or background check may reflect negatively in any manner on the potential Semi-Finalist, the potential Semi-Finalist's pig farm, Sponsor, the Contest or the "*America's Pig Farmer of the Year Award*" (in each case, as determined by Sponsor in its sole discretion), or if a potential Semi-Finalist does not comply with the Official Rules, then the potential Semi-Finalist may be disqualified and may not continue in the Contest. In such event, no alternate Semi-Finalist will be selected by Sponsor in his/her place; provided, however, that Sponsor reserves its right to do so. In the event an alternate is selected for a disqualified Semi-Finalist, the alternate will be the entrant who would have been the applicable Semi-Finalist if the disqualified potential Semi-Finalist was not considered in the preliminary Contest judging round. In such event, an alternate potential Semi-Finalist will be notified by Sponsor as described above and will be required to return the required documents to Sponsor and participate in the Audit as described in Section 4(a)(ii) above; however, Sponsor, in its sole discretion, may adjust the above timing and delivery requirements to accommodate Sponsor's Contest schedule. Sponsor is not responsible for the failure of a potential Semi-Finalist to receive

Sponsor's notification or the required documents for any reason, or for the inability of such potential Semi-Finalist to return the required documents or participate in an Audit or verification activities for any reason.

b. **SEMI-FINAL JUDGING; SELECTION; NOTIFICATION.** Confirmed Semi-Finalists will be judged by a pork industry judging panel appointed by Sponsor. Semi-Finalists must participate in a video interview with the judging panel regarding Semi-Finalist and his/her entry. Judges will score each Semi-Finalist based on the following criteria (the "Semi-Finalist Judging Criteria"): content and comprehensiveness of Contest Application (25%) and quality of video interview performance (75%). Subject to these Official Rules, the judging panel will select a minimum of two (2) and a maximum of four (4) Semi-Finalists entrants (who received the two (2) to four (4) highest scores in the Semi-Finalist judging round, as applicable) to become Finalists in the Contest and advance to the final judging round. In the event of a tie, the tied entries will be judged against each other by the judging panel using the Semi-Finalist Judging Criteria until the tie is broken.

c. **FINAL JUDGING; VOTING; SELECTION; NOTIFICATION.** Finalists will be notified in June 2019. Finalists must allow the filming of, and participate in, a professional video to be filmed at Finalist's farm by Sponsor or its designee (the "Finalist Video"). In connection with the Finalist Video, the Finalist must provide (and cause other persons, as applicable, to provide) all necessary releases (including publicity releases) in the forms provided by Sponsor to allow Sponsor and its designees perpetual and unlimited use of the Finalist Video and images and content appearing therein for any purpose in the same manner as contemplated by Section 3(d) above, including, without limitation, Contest purposes and Sponsor promotional and educational purposes. Finalists will be required to travel to Chicago, Illinois (or alternate United States city as selected by Sponsor) for the Finalist judging, which will take place on August 26 through August 28, 2019. Finalists will receive travel, meals and lodging as arranged and provided by Sponsor in connection with such Finalist judging round. On the Finalist judging days, Finalists will participate in, at minimum, an "Operation Main Street" training session and a videotaped, in-person interview with the Finalist judging panel. The Finalists will then be judged and scored by the Finalist judging panel based on the Finalist Video and in-person interview. The Finalist judging panel will be an independent panel selected by Sponsor. Additionally, from on or about August 14 to August 27, 2018, after the Finalists are publicly announced on the Contest website, visitors to the Contest website may obtain instructions on voting for their choice for the Contest winner. Public voting information, instructions, restrictions and limitations will be available on the Contest website. Public voting will determine ten percent (10%) of a Finalist's score, and the judging panel's score will determine ninety percent (90%) of a Finalist's score. Subject to these Official Rules, the one (1) Finalist with the highest combined score will be the award recipient in this Contest. In the event of a tie, the tied entries will be judged against each other by the judging panel using the Judging Criteria until the tie is broken. The Contest award winner will be notified on or about September 20, 2019, and will be publicly announced by Sponsor in October 2019 at a ceremony in a major United States city during National Pork Month, which ceremony must be attended by the award winner.

5. **AGREEMENT TO OFFICIAL RULES AND DECISIONS.** By participating in the Contest, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsor and the Contest judges (including, without limitation, decisions regarding eligibility of entries, the selection of entrants, and the award winner), which are final and binding in all respects. Entrants and the award recipient must comply with all terms and conditions of these Official Rules, and participation and award receipt is contingent upon fulfilling all requirements. Any or all of this Contest may be administered by Sponsor's designees (regardless of whether being designated as such in these Official Rules) as determined by Sponsor in its sole discretion.

6. **AWARD.** Subject to the terms and conditions of these Official Rules, one (1) award will be awarded in this Contest. The award consists of and is limited to the following: (a) designation by Sponsor of the selected entrant as winner of Sponsor's 2019 "America's Pig Farmer of the Year Award;" and (b) a \$15,000 honorarium paid to winner by Sponsor (which will be paid fifty percent (50%) in October 2019 and fifty percent (50%) in September 2020). As a condition to receipt of the award (including the honorarium), the winner will be required to spend up to fifteen (15) total days from October 2019 to September 2020, on dates and times and at such locations as specified by Sponsor, to speak out for America's pork producers, tell winner's pork production story, and show consumers how responsible farmers do what's right for "People, Pigs and the Planet." Such activities will include, without limitation, media interviews, social media engagement, panel participation, meetings, presentations and other spokesperson and educational related activities. The honorarium is intended to compensate the winner for days and time away from the winner's pig farm and farm activities. In connection with such out of town speaking engagements, Sponsor will also pay approved travel expenses of winner and provide logistical support related to

award travel and speaking. The approximate retail value of the award is fifteen thousand dollars (\$15,000). Award is nontransferable, nonassignable, nonnegotiable, and not redeemable for cash or credit. Award must be accepted as awarded. Award is awarded "AS IS" with no warranty, representation, or guarantee, express or implied, in fact or in law, made by Sponsor or for which Sponsor shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. No award substitutions, except by Sponsor, who reserves the right (but has no obligation) to substitute an award (or a component thereof) with another award of equal or greater value (including cash) if the award (or a component thereof) is not available for any reason as determined by Sponsor in its sole discretion. Unused components of an award shall be forfeited and have no redeemable cash value. Finalists and winner, as applicable, are solely and fully responsible for any and all costs, fees, taxes, assessments and expenses associated with the Finalist travel, the Contest award, and its receipt and use, and winner travel, including, without limitation, all federal, state and local taxes on the award. Finalists and winner, as applicable, will be issued any applicable tax documents for such amounts. Winner waives the right to assert as a cost of winning any and all costs of verification and redemption or travel to participate in the award. Non-compliance with any of the foregoing and any other condition of this Contest may result in disqualification and forfeiture of award, in which case, no consideration will be awarded. After the awarding of the award, Sponsor may, in its sole discretion, invalidate the award to winner for any reason whatsoever, including, without limitation, in the event of any act or omission of the winner or the winner's farm that may reflect negatively in any manner on the winner, the winner's farm, Sponsor, the Contest or the "America's Pig Farmer of the Year Award", or in the event that the winner ceases work as a pig farmer or that the winner's farm ceases to operate as a pig farm (each an "Invalidating Event"). Should an Invalidating Event occur, winner will forfeit any as yet unpaid installment(s) of the honorarium and will be required to refund a pro rata portion of any honorarium installment already received, in an amount to be determined by Sponsor in its sole discretion. If Sponsor does invalidate the award to the winner, Sponsor may (but is not obligated to) select a new award winner on such basis as determined by Sponsor in its sole discretion.

7. PUBLICITY. Except where prohibited by law, participation in the Contest constitutes Finalists' and winner's consent to Sponsor's (and its designees', successors' and assigns') use of Finalists' and winner's name, biography, likeness, voice, photographs, video, opinions, statements, hometown, state and country for promotional purposes in any manner or media (including, without limitation, online), worldwide, in perpetuity, and without further payment, consideration, notice, attribution, review or consent.

8. GENERAL CONDITIONS. Sponsor reserves the right to require entrants to complete, execute and deliver to Sponsor additional documents at any time as required, in the forms provided, and within the timeframe required by Sponsor, or the entrant may be disqualified. Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Contest if, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest. In such event, Sponsor reserves the right (but does not have the obligation) in its sole discretion to award the award from among eligible, non-suspect entries in such manner as Sponsor determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of this Contest is a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.

9. RELEASE. By entering, each entrant forever and irrevocably releases and holds harmless Sponsor and its parents, subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, affiliates, and Contest partners, and all of their respective employees, officers, directors, shareholders and agents from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or entry in the Contest (including, without limitation, any activities associated with the Contest or award, including creation of and participation in videos).

10. LIMITATIONS OF LIABILITY. Sponsor is not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete,

misdirected or postage due entries or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software, including the Contest website; (c) the unavailability or inaccessibility of any website or service, including the Contest website; (d) unauthorized intervention in any part of the entry process or the Contest; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Contest or the processing of entries; or (f) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest, or from viewing, playing or downloading any material from Sponsor's website(s), including the Contest website, regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to Sponsor's websites or the Contest website by a hypertext link.

11. DISPUTES. Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in federal or state courts located in Des Moines, Iowa; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of Iowa for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Sponsor in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of Iowa, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Iowa, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Iowa.

12. DATA COLLECTION. Entrants provide personal information to Sponsor and its designees when they enter the Contest. Sponsor and its designees collect this information and use it to (a) administer this Contest and (b) for market research and for other marketing purposes. Sponsor and its designees may share this information with third parties who need access to this information to perform services on Sponsor's behalf. Sponsor may also share this information with select marketing partners, who may use it to contact you with information and offers they believe will be of interest to you. For more information about the ways Sponsor uses and shares personal information collected online through its websites, please see the Privacy Policy of Sponsor located at <http://americaspigfarmer.com>. In the event of any conflict between the Privacy Policy and these Official Rules, these Official Rules shall govern.

13. OFFICIAL RULES. These Official Rules are available at the Contest website at <http://americaspigfarmer.com> or by sending a self-addressed postage-stamped envelope to "America's Pig Farmer of the Year Award Contest – Rules Request," c/o National Pork Board, 1776 NW 114th Street, Des Moines, Iowa 50325. Vermont residents may omit return postage.

14. WINNER'S LIST. To request a list of the Contest winner, send a self-addressed postage-stamped envelope to "America's Pig Farmer of the Year Award Contest – Winner's List Request," c/o National Pork Board, 1776 NW 114th Street, Des Moines, Iowa 50325. Requests must be received by December 16, 2019.

15. SPONSOR. The sponsor of the Contest and the address at which the Sponsor may be contacted is National Pork Board, 1776 NW 114th Street, Des Moines, Iowa 50325.