THE BAUDUCCO BACK TO SCHOOL SWEEPSTAKES
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

DATA RATES MAY APPLY FOR USE OF MOBILE DEVICE IN CONNECTION WITH ENTRY.

1. **SPONSOR / ADMINISTRATOR: Sponsor:** Bauducco Foods Inc., 1705 NW 133rd Avenue, Suite 101, Miami, FL 33182. **Administrator:** US Sweepstakes & Fulfillment Co., 1630 30th St., STE A593, Boulder, CO 80301.

2. **PROMOTION DESCRIPTION:** The Bauducco Back to School Sweepstakes (the "**Promotion**") has two (2) components: An Instant Win Game (the "**Instant Win Game**") and a Random Draw Sweepstakes (the "**Random Draw Sweepstakes**"). The Instant Win Game and Random Draw Sweepstakes are collectively referred to herein as the "Promotion". There is no purchase necessary to enter or win. Making a purchase will not increase your chances of winning a prize. The total approximate retail value ("ARV") of all prizes available to be won in the Promotion is $21,000**.** By participating in the Promotion, you (an, "**Entrant**") unconditionally accept and agree to comply with and abide by these Official Rules (the "**Official Rules**") and the decisions of Bauducco Foods Inc. (the "**Sponsor**") and US Sweepstakes & Fulfillment Co. (the "**Administrator**"), which shall be final and binding in all respects. Failure to comply with these Official Rules may result in disqualification from the Promotion. The Promotion is subject to all applicable federal, state and local laws and regulations.

3. **PROMOTION ELIGIBILITY:** The Promotion is open to legal residents of the 50 United States, including the District of Columbia, who are age 18 or older and the age of majority in their state of residence (19 and older in Alabama and Nebraska; 21 and older in Mississippi) at the time of entry. The Promotion is void in Puerto Rico, Guam, the U.S. Virgin Islands, all other U.S. territories and possessions, outside the U.S., and wherever else prohibited by law. Employees of Sponsor, Administrator, and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter.

4. **PROMOTION PERIOD:** The Promotion begins at 12:00:00 AM Eastern Time ("**ET**") on Wednesday, July 15, 2026 and ends at 11:59:59 PM ET on Tuesday, September 15, 2026 (the "**Promotion Period**"). Within the Promotion Period there are sixty-three (63) Daily Instant Win Game Entry Periods, as defined in Section 5 of these Official Rules, and nine (9) Sweepstakes Entry Periods as defined in Section 6 of these Official Rules. Sponsor's computer is the official time-keeping device for the Promotion.

5. **INSTANT WIN GAME DESCRIPTION:**
   a. **Instant Win Game Entry Periods:** The Instant Win Game starts at 12:00:00 AM ET on Wednesday, July 15, 2026 and ends at 11:59:59 PM ET on Tuesday, September 15, 2026

("**Instant Win Game Period**"). Within the Instant Win Game Period, there are sixty-three (63) Daily Instant Win Game Entry Periods (each, a "**Daily Instant Win Game Entry Period**") as defined in the "**Daily Instant Win Game Entry Periods Schedule**" below.

DAILY INSTANT WIN GAME ENTRY PERIODS SCHEDULE		
Daily Instant Win Game Entry Period #:	**DAILY INSTANT WIN GAME ENTRY PERIODS: All eligible Instant Win Game Plays must be received between 12:00:00 AM ET and 11:59:59 PM ET on:**	**# of Instant Win Prizes available to be won per Daily Instant Win Game Entry Period:**
1	7/15/2026	1
2	7/16/2026	1
3	7/17/2026	1
4	7/18/2026	1
5	7/19/2026	1
6	7/20/2026	1
7	7/21/2026	2
8	7/22/2026	2
9	7/23/2026	2
10	7/24/2026	2
11	7/25/2026	2
12	7/26/2026	2
13	7/27/2026	2
14	7/28/2026	2
15	7/29/2026	2
16	7/30/2026	2
17	7/31/2026	2
18	8/1/2026	2
19	8/2/2026	2
20	8/3/2026	2
21	8/4/2026	2
22	8/5/2026	2
23	8/6/2026	2
24	8/7/2026	2
25	8/8/2026	2
26	8/9/2026	2
27	8/10/2026	2
28	8/11/2026	2
29	8/12/2026	2
30	8/13/2026	2
31	8/14/2026	2

32	8/15/2026	2
33	8/16/2026	2
34	8/17/2026	2
35	8/18/2026	2
36	8/19/2026	2
37	8/20/2026	2
38	8/21/2026	2
39	8/22/2026	2
40	8/23/2026	2
41	8/24/2026	2
42	8/25/2026	2
43	8/26/2026	2
44	8/27/2026	2
45	8/28/2026	2
46	8/29/2026	2
47	8/30/2026	2
48	8/31/2026	2
49	9/1/2026	2
50	9/2/2026	2
51	9/3/2026	2
52	9/4/2026	2
53	9/5/2026	2
54	9/6/2026	2
55	9/7/2026	2
56	9/8/2026	2
57	9/9/2026	2
58	9/10/2026	2
59	9/11/2026	2
60	9/12/2026	2
61	9/13/2026	2
62	9/14/2026	2
63	9/15/2026	2

b. **How to Enter the Instant Win Game:** To enter the Instant Win Game, visit the Promotion Website by scanning the QR code found on specially marked marketing materials and product packaging or directly visit bauduccopromotions.com (the "**Promotion Website**"). Upon visiting the Promotion Website, follow all instructions to complete the online registration form ("**Registration Form**") in its entirety and submit the Registration Form. By completing the Registration Form in its entirety and submitting it pursuant to the instructions on the Promotion Website you will receive one (1) Instant Win Game play (the "**Instant Win Game Play**"). Each day thereafter, for the remainder of the Instant Win Game Period, you will be able to return to the Promotion Website and provide your email address and submit the form to receive one (1) additional Instant Win Game Play. Instant Win Game Plays must

be received between Wednesday, July 15, 2026 at 12:00:00 AM ET and Tuesday, September 15, 2026 at 11:59:59 PM ET**.** Limit: There is a limit of one Instant Win Game Play per Entrant per Daily Instant Win Game Entry Period. Although subsequent attempts to obtain an Instant Win Game Play during a given Daily Instant Win Game Entry Period may be received, only the first complete Instant Win Game Play received from a particular Entrant during a Daily Instant Win Game Entry Period will be eligible; subsequent attempts by the same person to obtain additional game plays, including registering with an alternate email address, will be disqualified. All Instant Win Game Plays become the property of the Sponsor and will not be acknowledged or returned. Sponsor is not responsible for lost, late, damaged, or misdirected Instant Win Game Plays.

Important Notice for QR Code means of entry. Message and data rates may apply to use of mobile phone/device in conjunction with participating in Promotion. Entrant's wireless service provider may charge Entrant for data usage, and Entrant shall be responsible for any and all costs associated with such attempts to participate and this form of entry in the Promotion. Please consult your wireless service provider regarding their pricing plans. Entrant must be a wireless service subscriber with data usage, using a participating service provider in order to enter via this method. Not all wireless phone providers carry the necessary service to participate. Entrant should check their phone and service capabilities for specific mobile internet instructions.

c. **Instant Win Game Prizes and Odds:** There are One Hundred Twenty (120) Instant Win Game Prizes (each, an "**Instant Win Prize**") available to be won. The number of Instant Win Prizes available to be won per Instant Win Daily Entry Period are defined in the Instant Win Daily Entry Periods Schedule above. Each Instant Win Prize winner (each, an "**Instant Win Prize Winner**") will receive one (1) digital $100 prepaid bank card. The ARV of each Instant Win Prize is $100. There is a limit of one (1) Instant Win Prize per person. The total ARV of all Instant Win Prizes available to be won is: $12,000. Odds of winning an Instant Win Prize are dependent on the random winning time selected for each Instant Win Prize available to be won, the number of participants in the Instant Win Game, and the time and order any Entrant's Instant Win Game Play is submitted and recorded. The number of Instant Win Prizes available will diminish as they are awarded. If there are remaining unawarded prizes after the final Daily Instant Win Game Entry Period, such prizes will remain unawarded.

d. **Instant Win Game Winner Selection & Notification:** Instant Win Prizes will be awarded throughout the Instant Win Game Entry Period, pursuant to the process set forth herein. One Hundred Twenty (120) random, computer-generated winning dates and times, one (1) for each Instant Win Prize available to be won during any Daily Instant Win Game Entry Period as defined in the Daily Instant Win Game Entry Periods Schedule above, will be generated by the Administrator prior to launch of the Promotion. At the time an Entrant follows the prompts to submit an Instant Win Game Play, if such Entrant is the first eligible Entrant to receive an Instant Win Game Play in connection with the Instant Win Game at or after a computer-generated, randomly selected winning time, that Entrant will receive an on-screen notification alerting them that they are a potential Instant Win Prize Winner of an Instant Win Prize and an email verification ("**Verification Email"**) will be sent to such potential Instant Win Prize Winner. Potential Instant Win Prize Winner must follow the instructions to click on the verification link contained in the Verification Email within 72 hours of date of Verification

Email to verify their email address and claim their Instant Win Prize. If a potential Instant Win Prize Winner does not verify their email address as instructed within 72 hours of date of Verification Email, that potential Instant Win Prize Winner will be disqualified and the Instant Win Prize claim is void. Potential Instant Win Prize Winners must continue to comply with all terms and conditions of these Official Rules, and winning an Instant Win Prize is contingent upon fulfilling all requirements in these Official Rules. All winning claims are subject to verification by the Administrator and/or Sponsor, whose decisions are binding. Even if the Instant Win Game shows that you are an Instant Win Prize winner, you are not an Instant Win Prize Winner until your eligibility and the potential winning Instant Win Game Play have been verified. Instant Win Prizes will be emailed to verified Instant Win Prize Winners within six (6) weeks after the Promotion has ended.

6. RANDOM DRAW SWEEPSTAKES DESCRIPTION:

a. Random Draw Sweepstakes Entry Periods: The Random Draw Sweepstakes begins at 12:00:00 AM ET on Wednesday, July 15, 2026 and ends at 11:59:59 PM ET on Tuesday, September 15, 2026 ("**Random Draw Sweepstakes Period**").Within the Random Draw Sweepstakes Period, there are nine (9) Random-Draw Sweepstakes Entry Periods (each, a "**Sweepstakes Entry Period**") and nine (9) corresponding random drawings (each, a "**Random Drawing**") as defined in the "Sweepstakes Entry Periods & Random Drawings Schedule" below. Random Draw Sweepstakes Entries (as defined below) must be received during a Sweepstakes Entry Period to be eligible for that Sweepstakes Entry Period's Random Drawing and prize. Non-winning Random Draw Sweepstakes Entries for a Sweepstakes Entry Period will roll over to subsequent Sweepstakes Entry Periods.

SWEEPSTAKES ENTRY PERIODS & RANDOM DRAWINGS SCHEDULE				
Sweepstakes Entry Period #	**SWEEPSTAKES ENTRY PERIODS: All eligible Random Draw Sweepstakes Entries must be received between:**		**Mail-In Received By Date:**	**Random Drawing Date:** On or about:
	Sweepstakes Entry Period Start: 12:00:00 AM ET on:	**Sweepstakes Entry Period End: 11:59:59 PM ET on:**		
1	7/15/26	7/21/26	7/28/26	7/29/26
2	7/15/26	7/28/26	8/4/26	8/5/26
3	7/15/26	8/4/26	8/11/26	8/12/26
4	7/15/26	8/11/26	8/18/26	8/19/26
5	7/15/26	8/18/26	8/25/26	8/26/26
6	7/15/26	8/25/26	9/1/26	9/2/26
7	7/15/26	9/1/26	9/8/26	9/9/26
8	7/15/26	9/8/26	9/15/26	9/16/26
9	7/15/26	9/15/26	9/22/26	9/23/26

b. How to Enter the Random Draw Sweepstakes: There are two (2) ways to enter the Random Draw Sweepstakes:

- **Entry Method #1: Purchase Entry.**
  - Step One: During the Random Draw Sweepstakes Period, purchase a qualifying Bauducco product from the list of Qualifying Products below (the "**Qualifying Bauducco Products**") from a participating retailer and collect your original, itemized purchase receipt dated between July 15, 2026 and September 15, 2026 ("**Purchase Receipt**"). Keep your Purchase Receipt. Sponsor reserves the right to require a participant to provide original Purchase Receipt for verification purposes upon request. Take a photo or screen capture of your Purchase Receipt ("**Receipt Photo**"). The Receipt Photo must clearly show the retailer where the Qualifying Bauducco Product was purchased, purchase date, and the Qualifying Bauducco Product purchased. Receipt Photo must be in .jpg or .png format.
  - Step Two: Visit the Promotion Website and play the Instant Win Game. After submitting an Instant Win Game Play, the Promotion Website will prompt you to upload your Receipt Photo to enter the Random Draw Sweepstakes. Follow the prompts to upload your Receipt Photo and submit to receive one (1) entry into the Random Draw Sweepstakes (the "**Purchase Entry**").

Purchase Entries must be received between Wednesday, July 15, 2026 at 12:00:00 AM ET and Tuesday, September 15, 2026 at 11:59:59 PM ET**.** Each Purchase Receipt submitted must be unique. Regardless of the number of Qualifying Bauducco Products indicated on the Purchase Receipt, there is a limit of one (1) Purchase Entry per unique Purchase Receipt. Attempts to gain a Purchase Entry by submitting a Purchase Receipt that has already been submitted to the Sweepstakes will be disqualified. Only valid Purchase Receipts and Receipt Photos will be accepted and are subject to verification and will not be returned.

QUALIFYING BAUDUCCO PRODUCTS		
Product Family	**Product Description**	**UPC**
Choco Biscuit	Choco Biscuit Tub 20pk 12.7oz	10875754000616
Choco Biscuit	Choco Biscuit Pouch 10pk 8x6.3oz	10875754001316
Choco Biscuit	Choco Biscuit 30 pack Pouch 19oz	10875754003464
Choco Biscuit	Choco Biscuit 80g EUA	10875754007110
Choco Biscuit	Choco Biscuit Tub 40pk 25.3oz	10875754008100
Choco Biscuit	Choco Biscuit Tub 24pk 15.2oz	10875754009961
Maria	Biscoito Maria EUA 24x170g	10875754000647
Maria	Maria Cookies 3 packs	10875754000876
Maria	Maria Cookies Tray 10pk 10x6.0oz	10875754000883
Mega Wafer	Mega Wafer 10pk 8x0.7oz	10875754005208

Mega Wafer	Mega Wafer Hazelnut 6x24x0.7oz	10875754005420
Wafer	Wafer SS Tub 20pk Strawberry & Choco Hazelnut 6x28.2oz	10875754001712
Wafer	Wafer Vanilla Sugar Free 24x4.2oz	10875754002313
Wafer	Wafer Chocolate Sugar Free 24x4.2oz	10875754002320
Wafer	Wafer Strawberry B. 18x5.0oz	10875754008292
Wafer	Wafer Vainilla B. 18x5.0oz	10875754008308
Wafer	Wafer Chocolate B. 18x5.0oz	10875754008315
Wafer	Wafer Strawberry B. 14x9.0oz	10875754008384
Wafer	Wafer Vanilla B. 14x9.0oz	10875754008391
Wafer	Wafer Chocolate B. 14x9.0oz	10875754008407
Wafer	Wafer SS Tub 20pk Chocolate & Vanilla 6x28.2oz	10875754008650
Wafer	Wafer Coconut 18x5.0oz	10875754009091
Wafer	Wafer Hazelnut 18x5.0oz	10875754009107
Wafer	Wafer Peanut Butter 18x5.0oz	10875754009114
Wafer	Wafer Chocolate Sugar Free B. 18x5.0oz	10875754009312
Wafer	Wafer Sugar Free Vanilla 18x5.0oz	10875754009329

- **Entry Method #2: Free, Alternate Method of Entry ("Mail-In Entry"):** To enter the Random Draw Sweepstakes without purchase, clearly hand-print your name, complete address, email address and phone number on a sheet of paper and mail that sheet of paper in an addressed envelope (the "**Mail-In Entry**") to: Baucucco Back to School Sweepstakes, PO Box 776, Social Circle, GA 30025-776. Each Mail-In Entry must be mailed separately and must be postmarked during a Sweepstakes Entry Period and received by a Mail-In Received By Date, as indicated in the Sweepstakes Entry Periods & Random Drawings Schedule" above. Outer envelope must include a return address in the upper left-hand corner that matches the Mail-In Entrant's street address.

Purchase Entry and Mail-In Entry are collectively referred to herein as "**Random Draw Sweepstakes Entry**" or "**Random Draw Sweepstakes Entries**". All methods of entry have an equal chance of winning. Limit: Regardless of the method of entry, there is a limit of one (1) Random Draw Sweepstakes Entry per Entrant per day. For the purposes of this Promotion, a "day" is defined as the twenty-four (24) hour time period commencing at 12:00:00 AM ET, and ending at 11:59:59 PM ET. Although subsequent attempts to enter on a given day may be received, only the first complete Random Draw Sweepstakes Entry received from a particular Entrant on that day will be eligible; subsequent attempts by the same person to obtain additional entries, including registering with an alternate email address, will be disqualified. All Random Draw Sweepstakes Entries become the property of the Sponsor and will not be acknowledged or returned. Photocopied, illegible, or mechanically reproduced entries are not eligible. Sponsor is not responsible for lost, late, damaged, misdirected or postage-due mailed entries.

c. **Random Draw Sweepstakes Prizes and Odds:** There are nine (9) Random Draw Sweepstakes Prizes (each, a "**Sweepstakes Prize**") available to be won, one (1)

Sweepstakes Prize per Sweepstakes Entry Period. Each Sweepstakes Prize winner (each, a "**Sweepstakes Prize Winner**") will receive one (1) digital $1,000 prepaid bank card. The ARV of each Sweepstakes Prize is $1,000. There is a limit of one (1) Sweepstakes Prize per person. The total ARV of all Sweepstakes Prizes available to be won is: $9.000. The odds of winning a Sweepstakes Prize will depend on the number of Random Draw Sweepstakes Entries received per Sweepstakes Entry Period.

d. Random Drawings: Random Drawings will be conducted by the Administrator, an independent representative of the Sponsor, whose decisions are final. The potential Sweepstakes Prize Winners will be selected in a series of random drawings from among all eligible Random Draw Sweepstakes Entries received within the corresponding Entry Period on or about the corresponding Random Drawing Date indicated in the "Sweepstakes Entry Periods & Random Drawings Schedule" in the "Random Draw Sweepstakes Entry Periods" section of these Official Rules.

e. Random Draw Sweepstakes Winner Notification and Verification: The potential Sweepstakes Prize Winners will be notified by the Administrator, via email and/or phone, and will be required to sign and return, within five (5) days of notification, an Affidavit of Eligibility, a Liability Waiver, and where allowable, a Publicity Release (collectively, "the Releases"). Noncompliance will result in disqualification and an alternate winner may be selected. If Sponsor is unable to determine and verify a potential winner after repeated alternate drawings or if Sponsor fails to receive a sufficient number of Random Draw Sweepstakes Entries to correspond to the number of Sweepstakes Prizes available to be awarded, Sponsor reserves the right to not award such prize(s). Sweepstakes Prize Winners must continue to comply with all terms and conditions of these Official Rules and winning a Sweepstakes Prize is contingent upon fulfilling all requirements in these Official Rules. All winning claims are subject to verification by the Administrator and/or Sponsor, whose decisions are binding. Sweepstakes Prizes will be emailed to verified Sweepstakes Prize Winners within six (6) weeks after the Promotion has ended.

7. GENERAL PRIZE CONDITIONS: If a prize notification or prize is returned as undeliverable, or if a prize winner is found to be ineligible or not in compliance with these Official Rules, that winner will be disqualified. Prizes are not redeemable for cash, assignable, transferable and may not be substituted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value at its discretion. Any difference between the stated value and actual value of any prize will not be awarded. Any other incidental expenses on a prize not specified herein are the winner's sole responsibility. Sponsor will not replace any lost or stolen prizes or components of a prize. Sponsor and Administrator shall not be liable for any mistake made by winners or shipping fulfilment providers in shipment or delivery of any prize. Actual prizes awarded may vary from that depicted in advertising materials. Any prize depiction is for illustrative purposes only. Only the number of prizes stated in these Official Rules is available to be won in the Promotion. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, winners will be determined in a random drawing from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available. Winners are responsible for all federal, state, local and income taxes associated with winning prize. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE PROMOTION SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND

WINNER HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS.

Prepaid Bank Cards are not redeemable for cash and will not be replaced if lost or stolen. Prepaid Card usage is subject to the issuing company's complete terms and conditions, including expiration dates.

Except where prohibited by law, entry and acceptance of a prize constitutes permission to use winner's name, prize won, hometown, likeness, video recordings, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

8. **GENERAL:** Entrants agree to these Official Rules and the decisions of the Sponsor and the Administrator, and release the Sponsor, the Administrator, and their affiliated companies, and all other businesses involved in this Promotion, as well as the employees, officers, directors and agents of each (the "**Released Parties**"), from all claims and liability relating to their participation in the Promotion, and the acceptance and use/misuse of the prizes offered. Entrants assume all liability for and Released Parties shall be held harmless against any liability for any injury, losses or damages of any kind to persons, including personal injury or death, or injury to property caused or claimed to be caused in whole or in part, directly or indirectly, by participation in this Promotion, acceptance, possession, or use/misuse of any prize, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Promotion or in the announcement of the prizes.

   Instant Win Game Plays and Random Draw Sweepstakes Entries are collectively referred to herein as "**Entry**" or "**Entries**". In the event of a dispute over the identity of an Entrant, Entry will be deemed submitted by the **"Authorized Account Holder"** of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any Entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address associated with the Entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to Entrant's or any other person's computer related to or resulting from participating in the Promotion. By participating in the Promotion, Entrant (i) agrees to be bound by these Official Rules, including all eligibility requirements, and (ii) agrees to be bound by the decisions of Sponsor and the Administrator, which are final and binding in all

matters relating to the Promotion. Failure to comply with these Official Rules may result in disqualification from the Promotion.

Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Sponsor. If, for any reason, the Promotion, or any part of it, cannot be run as planned, Sponsor may disqualify any suspect entries or individuals from the Promotion and any promotion it sponsors and (a) suspend the Promotion and modify the Promotion to address the impairment, then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prizes at random from among the eligible, non-suspect Entries received up to the time of the impairment.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS PROMOTION CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS PROMOTION, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS PROMOTION OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE. FURTHER, SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS, CHANGES IN SERVICE OR ACCOMMODATIONS OR SUBSTITUTIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL, INCLUDING THIRD PARTY PROVIDERS SUPPLYING ANY SERVICES OR COMPONENTS OF THE PRIZE(S) TO WINNERS OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM. **Legal Warning:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE PROMOTION, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

9. **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 State of Florida, 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.

10. **DISPUTES:** The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Miami-Dade County, Florida 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 Miami-Dade County, Florida. 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 Miami-Dade County, Florida. 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.

11. **PRIVACY:** As a condition of entering the Promotion, each Entrant gives consent for Sponsor to obtain and deliver their name, address and other information to third parties, including Administrator, for the purpose of administering this Promotion and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. 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. Personal information collected from Entrants are subject to the Sponsor's Privacy Policy, which can be found at https://www.bauducco.com/us/en.

12. **OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, see send a self-addressed, stamped envelope by September 23, 2026, to: The Bauducco Back to School Sweepstakes Official Rules Request, PO Box 654, Social Circle, GA 30025-0654.

13. **WINNER CONFIRMATION REQUEST:** For a written confirmation of the winners (available after September 23, 2026, send a stamped, self-addressed envelope (no later than October 23, 2026) to: The Bauducco Back to School Sweepstakes Winner Confirmation Request, PO Box 654, Social Circle, GA 30025-0654.

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