



## Martin's Video Scholarship Contest Official Rules

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING. BY ENTERING, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES, WHICH WILL BE FINAL IN ALL RESPECTS.**

### Eligibility

Martin's Video Scholarship Contest (the "Contest") is sponsored by Martin's Famous Pastry Shoppe, Inc. (the "Sponsor"). The Contest is open to persons 18 years of age or older that, at the time of entry in the Contest, satisfy all of the following criteria:

1. The entrant must be a U.S. citizen.
2. The entrant must be enrolled in an accredited college or university listed in the U.S. Department of Education's database of accredited postsecondary institutions and programs (<https://ope.ed.gov/dapip/#/home>).
3. Both the entrant's college or university and the student's residence during the school year must be located within 100 miles of 1000 Potato Roll Lane, Chambersburg, Pennsylvania 17202 or 2000 Potato Roll Lane, Valdosta, Georgia 31601.

The Sponsor has the right to verify the eligibility of each entrant. The Sponsor's decisions regarding eligibility are final and binding. The Contest is subject to all applicable federal, state, and local laws and is void where prohibited by law.

### Submission Period

The Contest submission period begins Monday, November 21, 2022, at 8:00 am Eastern Time and ends Wednesday, February 1, 2023, at 11:59 pm Eastern Time (the "Submission Period"). All entries must be fully completed and received by the Sponsor during this Submission Period in order to be eligible. The Sponsor reserves the right to extend or shorten the Submission Period at its sole discretion.

### How to Enter; Video Submission Requirements

To enter the Contest, first visit <https://potatorolls.com/Martins-Video-Scholarship> during the Submission Period and complete and submit the entry form located there. The Sponsor will then email you a link to a webpage.

During the Submission Period, you must then upload to that webpage a video that meets the following requirements:

- The video file must be provided in MP4 file format.
- The video should be designed for use as either an Instagram Reel or a YouTube video. The Sponsor will award prizes for two categories: videos designed for use as Instagram Reels will

judged as a category and videos designed for use as YouTube videos will be judged as a separate category.

- If the video is designed for use as an Instagram Reel, the video must be 15-30 seconds and the picture element/display resolution must be 1080x1920px.
- If the video is designed for use as a YouTube video, the video must be 30–60 seconds and the picture element/display resolution must be 1920x1080px.
- The video should be the original work of the entrant produced for this Contest.
- The video should feature Martin's Sweet Party Potato Rolls and/or Sweet Dinner Potato Rolls.
- The video should incorporate the Martin's Famous Potato Bread and Rolls logo and the packaging for Martin's Sweet Party Potato Rolls and/or Sweet Dinner Potato Rolls.
- The video should not include or reference any other brands.

Additional requirements for video submissions are set forth below under the heading "Additional Video Submission Guidelines and Restrictions."

Video submissions that do not comply with these Official Rules, as determined by the Sponsor's Marketing Department in its sole discretion, will be disregarded. Submissions will not be acknowledged or returned.

## Determining the Winners

The Sponsor will award prizes for two categories: videos designed for use as Instagram Reels will be judged as a category and videos designed for use as YouTube videos will be judged as a separate category. The Sponsor's Marketing Department will review each video submission and determine the winners for each category. The Sponsor's Marketing Department will grade each qualifying submission on the following basis:

- Integration and promotion of the Sponsor's products and brand image (25% weight).
- Messaging clarity, i.e., to what extent the message of the video is clear and easy to comprehend (25% weight).
- Creativity and uniqueness (25% weight).
- Aesthetic, editing, and visual quality (25% weight).

Subject to the other provisions of these Official Rules, the first, second, and third place winners for each category (Instagram Reel and YouTube video) will be the entrants for that category with the qualifying submissions that receive, respectively, the first, second, and third highest total scores, as determined by the Sponsor's Marketing Department in its sole discretion.

No entrant may win more than one prize. If an entrant is a potential winner for more than one prize, the entrant will, subject to the other provisions of these Official Rules, be offered the prize with the greater monetary value and the entrant's other submissions will be disregarded for purposes of determining the prize winners.

*"THE TASTE IS GOLDEN"*

## Prizes

The Sponsor will award the first, second, and third place winner of each Contest category (Instagram Reels and YouTube video) with a prize of, respectively, \$3,000, \$1,500, and \$500. The Sponsor will pay each prize to the applicable winner's college or university for the account of the winner.

Prizes are non-transferable. No substitution of prizes is offered. Any and all taxes and other costs and expenses associated with the acceptance, receipt, and/or use of each prize are solely the responsibility of the prize winner.

## Winner Notification; Terms and Conditions to Claim Prize

The Sponsor will email a prize notification to each potential winner beginning on or about Wednesday, March 1, 2023, and provide instructions for claiming the prizes. Each potential winner must

1. send a reply email to the Sponsor **within 72 hours** after the Sponsor emails the prize notification to that entrant, and
2. provide the Sponsor with the following **within fourteen days** after the Sponsor emails the prize notification to that entrant: (a) the releases referenced below under the heading "Additional Submission Guidelines and Restrictions", (b) the information necessary for Sponsor to pay the prize to the potential winner's college or university for the account of the potential winner, and (c) a properly completed IRS Form W-9.

Each entrant is responsible for monitoring the entrant's email (including the entrant's spam and junk folders) for the prize notification and any other communications related to the Contest. If the potential winner does not (i) send the reply email to the Sponsor **within 72 hours** after the Sponsor emails the prize notification, or (ii) provide the Sponsor with the applicable items referenced in item no. 2 above **within fourteen days** after the Sponsor emails the prize notification, that entrant will forfeit the prize and, in the case of the winner's prize, the entrant whose video received the next highest score will be offered the prize.

Any and all taxes and other costs and expenses associated with the acceptance, receipt, and/or use of the prizes are solely the responsibility of the applicable prize winner. The winner will receive an IRS Form 1099 for the value of the prize if required by law.

The Sponsor's decisions are final and binding on all matters relating to the Contest.

## Additional Submission Guidelines and Restrictions

Video submissions that incorporate the Sponsor's trademarks may not be shown publicly via the internet, social media, or any other medium unless and until express written permission is granted from the Sponsor, which permission may be rescinded at any time and for any reason.

Multiple entries are permitted.

Each video submission:

- must be the original work of the entrant produced for this Contest;

*"THE TASTE IS GOLDEN"*

- must not infringe on any person’s intellectual property rights (including copyrights and trademarks) or rights of privacy of publicity;
- must not contain offensive, obscene, or indecent material; and
- must not contain defamatory statements or messages.

As a condition to being declared a winner and receiving a prize,

- you will be required to execute a release and assignment, using the form of release provided by the Sponsor, that irrevocably assigns and transfers to the Sponsor any and all rights, title, and interest in your submission; and
- you will be required to obtain a signed release, using the form of release provided by the Sponsor, from each identifiable person appearing in your submission that grants the Sponsor permission to use that person’s image, likeness, and/or voice, as the case may be.

If an entrant does not provide these releases within fourteen days of being notified that the entrant is a potential winner, the entrant will not be eligible to win a prize.

### Indemnification and Limitations of Liability

By entering the Contest, you agree to release, indemnify, and hold harmless the Sponsor, its subsidiary companies, its administrative, advertising, and promotional agencies, and each of their respective officers, directors, employees, representatives, and agents (collectively, the “**Sponsor Parties**”) from any and all claims, liabilities, damages, losses, injuries, or costs, including reasonable attorneys’ fees, arising out of or resulting from your participation in the Contest, your acceptance, use, or misuse of any prize that may be won, or the Sponsor’s use or posting of your video submission in any manner. IN NO EVENT WILL ANY OF THE SPONSOR PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RESULTING FROM YOUR PARTICIPATION IN THE CONTEST, YOUR ACCEPTANCE, USE, OR MISUSE OF ANY PRIZE THAT MAY BE WON, OR THE SPONSOR’S USE OR POSTING OF YOUR VIDEO SUBMISSION IN ANY MANNER. The Sponsor Parties do not make any warranties, express or implied, as to the condition, fitness, or merchantability of the prizes.

### Sponsor’s Use of Your Submission; Intellectual Property Rights, including Copyrights and Rights of Publicity

The Sponsor may display, broadcast, publish, use, edit, and/or modify any video you submit in connection with the Contest, and use your name and likeness, in each case, in any and all media, throughout the world, for any purpose. By participating in the Contest:

- You irrevocably grant to the Sponsor the unconditional and perpetual right to display, broadcast, publish, use, edit, and/or modify your video submission in any way, and to use your name and likeness, in each case, in any and all media, throughout the world, for any purpose and without notice or consideration to you.
- You agree that the Sponsor may use any material in or similar to your submission without obligation to you and, in such case, you will not be entitled to any compensation of any kind.

- You agree to release, indemnify, and hold harmless the Sponsor Parties from any and all claims or allegations that any commercial, advertising, presentation, web content, or any other material subsequently produced, presented, and/or prepared by or on behalf of the Sponsor infringe on your rights arising out of or related to your submission.
- You represent and warrant to the Sponsor that you have all rights and permissions to submit your video and that the submission of the video, and any use of the video by the Sponsor, will not violate the intellectual property, privacy, or publicity rights of any third party.

## Privacy and Email Communications

By participating in the Contest, you agree that the Sponsor may use the information it obtains from and about you in connection with the Contest in accordance with its privacy policy. You also agree to receive future emails and social media communications from the Sponsor. The Sponsor's privacy policy is available here: <https://potatorolls.com/legal/privacy-policy/>. In the event of a conflict between these Official Rules and the Sponsor's privacy policy, these Official Rules will govern.

## Additional Terms and Conditions

The Sponsor may remove any comments or other content from its websites, Facebook pages, and other social media sites that it deems inappropriate in its sole discretion, including, without limitation, comments or other content that violate the Sponsor's [Terms of Use](#) or other policies.

The Sponsor reserves the right to terminate, suspend, or amend the Contest without notice for any reason, including, without limitation, if the Sponsor determines that the Contest cannot be conducted as planned or should a virus, bug, tampering, unauthorized intervention, technical failure, or other cause beyond the Sponsor's control corrupt the administration, security, fairness, integrity, or proper play of the Contest. The Sponsor reserves the right, at its sole discretion, to disqualify any entrant the Sponsor deems to be (i) tampering or attempting to tamper with the operation of the Contest, (ii) violating these Official Rules, (iii) acting in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten, or harass any other person, (iv) engaging in fraud, dishonesty, or illegal activity, and/or (v) giving false or misleading information to the Sponsor.

The Sponsor Parties are not responsible for any typographical or other errors in the offer or administration of the Contest, including, but not limited to, errors in any printing or posting of these Official Rules, the selection and announcement of any winner, or the distribution of any prize.

Neither the Sponsor Parties nor any network or service providers are responsible for any human error, technical malfunction, incorrect or inaccurate transcription of entry information, omission, interruption, deletion, line failure, malfunction of any network, computer equipment, or software, the inability to access any website or online service, lost or delayed data transmission, or any other error, human or otherwise.

## Severability

If any provision of these Official Rules or the application of any such provision to any person or circumstance is declared to be invalid, unenforceable, or void, such decision will not have the effect of invalidating or voiding the remainder of these Official Rules, it being the intent and agreement of the parties that these Official Rules will be deemed amended by modifying such provision to the extent

necessary to render it valid, legal, and enforceable while preserving its intent or, if such modification is not possible, by substituting therefore another provision that is valid, legal, and enforceable so as to materially effectuate the Sponsor's intent.

### Arbitration

Except where prohibited by law, by participating in the Contest, you agree that (1) any and all claims or disputes arising out of or connected with the construction, interpretation, or enforceability of these Official Rules, or the rights or obligations of entrants or the Sponsor in connection with the Contest, will be resolved exclusively by final and binding arbitration, (2) such arbitration will be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and conducted under the rules of the American Arbitration Association, (3) such arbitration will be conducted on an individual basis only, without resort to any form of class, collective, representative, or multi-plaintiff action, and (4) judgment upon the arbitrator's award may be entered in any court having jurisdiction. The arbitrator will determine whether or not an issue is arbitrable; provided that any dispute concerning the validity or enforceability of the prohibition in these Official Rules against class, collective, representative, or multi-plaintiff action arbitration will be decided by a court of competent jurisdiction, and no arbitrator will have any authority to consider or decide any issue concerning the validity or enforceability of such prohibition.

### Governing Law and Venue

Any and all claims or disputes arising out of or connected with the construction, interpretation, or enforceability of these Official Rules, or the rights or obligations of entrants in connection with the Contest, will be governed by the laws of the Commonwealth of Pennsylvania, without reference to any choice of law or conflict of laws principals; provided that any arbitration conducted pursuant to these Official Rules will be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.). Subject to the provisions in these Official Rules regarding arbitration, any and all such claims or disputes will be resolved in the federal or state courts located in Franklin County, Pennsylvania and, to the extent permitted by law, each party waives all rights to trial by jury in any action or proceeding instituted in connection with these Official Rules or the Contest.

### Questions

**Any questions regarding these Official Rules or the Contest should be directed to the Sponsor by email to [marketing@potatorolls.com](mailto:marketing@potatorolls.com) or by mail to Martin's Famous Pastry Shoppe, Inc., 1000 Potato Roll Lane, Chambersburg, PA 17202, Attn: Marketing.**