

**FRYDAY NIGHT TOUR GIVEAWAY
OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. THIS GIVEAWAY (DEFINED BELOW) IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY UNITED STATES LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY. OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES OF THE DISTRICT OF COLUMBIA, EIGHTEEN (18) YEARS OF AGE OR OLDER, WHO ENTER FROM WITHIN THE FIFTY (50) UNITED STATES OR THE DISTRICT OF COLUMBIA. VOID WHERE PROHIBITED.

1. ELIGIBILITY: The FryDay Night Tour Giveaway (the “**Giveaway**”) is only open to restaurant operators who are legal residents of the fifty (50) United States and the District of Columbia, and who are eighteen (18) years of age or older, all at the time of entry. Employees, contractors, directors, officers, and agents of Lamb Weston (“**Sponsor**”), its parent, affiliates, subsidiaries, distributors, sales representatives, and advertising, promotion, and judging agencies, and all other service agencies involved with the Giveaway, and members of the immediate family (spouse, parent, child, sibling, and their respective spouses, regardless of where they reside) and household of each such employee (whether or not related) are not eligible to enter or win.

This Giveaway is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant’s full and unconditional agreement to these FryDay Night Tour Giveaway Official Rules (the “**Official Rules**”) and Sponsor’s decisions, which are final and binding in all matters related to the Giveaway. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. GIVEAWAY PERIOD: The Giveaway begins on May 15, 2023, at 12:00:01 am Pacific Time (“**PT**”) and ends on July 8, 2023, at 11:59:59 pm PT (the “**Giveaway Period**”). All entries must be received before the Giveaway Period’s end time/date to be valid.

3. HOW TO ENTER:

LIMIT ONE (1) ENTRY PER OPERATOR, AND ONE (1) PRIZE PER OPERATOR.

People’s Choice Awards:

During the Giveaway Period, visit nationalfrenchfryday.com (the “**Website**”), and follow the instructions on the Website for a chance to win a \$2,000 cash prize. To enter, use the form on the Website and submit a photo of your saucy french fry recipe, along with the required information set forth on the form. Then, share your french fry recipe on Instagram, Facebook, and/or TikTok, using the tag @lambweston4chefs and the hashtag #FryDayNightTour, to encourage your followers and loyal guests to visit nationalfrenchfryday.com/vote (the “**Website Voting Page**”) and vote for your saucy french fry recipe! The eight (8) recipes with the most votes shall each win a \$2,000 cash prize.

Chef’s Choice Awards:

During the Giveaway Period, visit the Website, and follow the instructions on the Website for a chance to win a \$2,000 cash prize. To enter, use the form on the Website and submit a photo of your saucy french fry recipe, along with the required information set forth on the form. The Lamb Weston Chef Council will select two (2) of the most creative and unique recipes to each win a \$2,000 cash prize.

Weekly Winners:

During the Giveaway Period, visit the Website, and follow the instructions on the Website for a chance to win Lamb Weston merchandise for your back-of-house operations. To enter, use the form on the Website and submit a photo of your saucy french fry recipe, along with the other required information on the form.

Alternatively, to enter without submitting your recipe through the Website, you may, on an index card, hand-write the title of the Giveaway, and your full name, complete address, and e-mail address in English, and mail the index card via first-class mail in a properly stamped envelope to: FryDay Night Giveaway Tour, 829 De La Vina St. Suite 100, Santa Barbara, CA 93101, United States of America (a “**Mail-in Entry**”). Mail-in Entries must be received at the above address by July 8, 2023, at 11:59:59 pm PT to be eligible. Limit one (1) entry per stamped outer envelope during the Giveaway Period. All Mail-in Entries must be mailed in separately. Sponsor is not responsible for late, lost, damaged, illegible, or postage-due mail. Only one (1) Mail-in Entry per person shall be valid during the Giveaway Period. Sending multiple Mail-in Entries will not increase your chances of winning. During each week during the Giveaway Period, two (2) entries will be picked at random to each win selected Lamb Weston merchandise (on the dates listed below in Section 5).

4. ENTRY REQUIREMENTS: Individuals who do not follow all of the instructions, provide the required information, and abide by these Official Rules or other instructions of Sponsor may be disqualified. Entries must comply with the entry requirements set forth herein to be valid. As used herein, “**Entry**” (and/or “**Entries**”) refers to all content you submit in connection with the Giveaway (including, but not limited to, photos, answers, descriptions, explanations, hashtags, tags, tag names, etc.), if any. Sponsor reserves the right to remove any Entry that does not adhere to the entry requirements, as determined in Sponsor’s sole discretion, and/or disqualify the entrant. Entries must be in English. By submitting an Entry into the Giveaway, you hereby warrant and represent that your Entry conforms to all Entry Requirements set forth herein.

If you choose to enter using your mobile device, standard data rates may apply. See your wireless service provider for pricing plan details and capabilities.

Sponsor’s computer is the official time-keeping device for this Giveaway.

Automated entries are prohibited, and any use of automated devices will cause disqualification. Entrants may not enter with multiple e-mail addresses nor may entrants use any other device or artifice to enter multiple times or as multiple entrants. Any entrant who attempts to enter with multiple e-mail addresses, under multiple identities/accounts, or uses any device or artifice to register multiple times will be disqualified and forfeits any and all prizes won, in Sponsor’s sole discretion. Multiple entrants are not permitted to share the same e-mail address. Should multiple users of the same e-mail account enter the Giveaway and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said e-mail account at the time of entry will be considered the entrant. “**Authorized Account Holder**” is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider, or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. A potential winner may be required to show proof of being the Authorized Account Holder.

Each entrant represents and warrants that its Entry is the original work of such entrant, it has not been copied from others, it has not previously won awards, it does not violate the rights of any other person or entity, and publication of the Entry, via various media including Web posting, will not infringe on the rights of any third party. Any such entrant will indemnify and hold harmless the Released Parties (defined below) from any claims to the contrary. Any entrant whose Entry includes likenesses of third parties or contains elements not owned by the entrant (such as, but not limited to, depictions of persons, buildings, trademarks, or logos) must be able to provide legal releases for such use including Sponsor’s use of such Entry, in a form satisfactory to administrator, upon request, prior to Sponsor awarding the prize and/or naming of entrant as a winner.

By submitting an Entry, you agree that your Entry is gratuitous and made without restriction, and will not place Sponsor under any obligation, that Sponsor is free to use or otherwise disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your Entry, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you.

BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT THE ENTRY MAY BE POSTED ON SPONSOR'S WEBSITE OR ELSEWHERE ON THE INTERNET AS AUTHORIZED BY SPONSOR, AT SPONSOR'S SOLE DISCRETION. Submission of the Entry grants Sponsor and its agents an unlimited, worldwide, and perpetual license and right to publish, use, and publicly perform the Entry in any way, in any and all media, without limitation, and without consideration to the entrant.

All Entries you submit must conform to the additional entry requirements set forth herein:

- Entry must comply with these Official Rules;
- Entry cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity or any materially dangerous activity;
- Entry cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Entry cannot be obscene or offensive or endorse any form of hate or hate group;
- Entry cannot defame, misrepresent, or contain disparaging remarks about Sponsor or its products, or other people, products, or companies;
- Entry cannot infringe trademarks, logos, or trade dress owned by others, or advertise or promote any brand or product of any kind (other than Sponsor's brands/products), without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses, or street addresses;
- Entry cannot infringe on copyrighted materials owned by others (including photographs, sculptures, paintings, or other works of art or images published on or in websites, television, movies, or other media) without permission;
- Sponsor does not permit the infringement of others' rights and any use of materials not original to the entrant (except copyrighted materials owned by Sponsor) is grounds for disqualification from the Giveaway;
- No background artwork should appear in an Entry unless it is an original work of the entrant. Any artwork, murals, etc. that can be seen in Entry must be created solely by the entrant or entrant must be the sole owner of all copyright interests therein;
- Entry cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission;
- Entry cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate (as determined by Sponsor in its sole discretion); and
- Entry cannot depict any violation of law, and cannot itself be in violation of any law.

ENTRIES SUBMITTED AND/OR POSTED ON SOCIAL MEDIA ARE NOT EDITED BY SPONSOR AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants. Sponsor reserves the right to waive the entry requirements set forth herein at Sponsor's reasonable discretion. Sponsor reserves the right, in its reasonable discretion, during or upon completion of the Giveaway Period, to request that any entrant resubmit an Entry that fails to comply with the entry requirements prior to any drawing.

5. WINNER SELECTION AND NOTIFICATION:

People's Choice Awards:

On or around July 31, 2023, Sponsor will identify the eight (8) saucy french fry recipes that received the most votes through the Website Voting Page to each win a \$2,000 cash prize. Sponsor's decisions are final and binding in all aspects.

On or around July 31, 2023, Sponsor will notify each potential winner via email (at the email address included in the winner's entry form on the Website). Such potential winners will be required to respond to such notification within five (5) days via an email response, in order for Sponsor to accurately capture each winner's name and address. Potential winners are subject to verification. The potential winner may be disqualified and the applicable prize may be forfeited in Sponsor's sole discretion if: (a) a potential winner is found not to be eligible or not in compliance with these Official Rules; (b) attempted notification or any prize is returned as undeliverable; (c) any required documents are not returned within the required number of days; (d) a potential winner cannot be verified; or (e) a potential winner is otherwise unable or unwilling to accept and claim the prize as stated. In the event that a potential winner is disqualified for any reason, Sponsor reserves the right to award the prize to the entrant with the next highest number of votes (and so on). Winners may be required to complete, sign, and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release, within ten (10) business days of attempted notification, or the prize may be forfeited. Prizes won by an entrant who is an eligible minor in the entrant's state of residence will be awarded to the minor's parent or legal guardian, who must sign and return all required documents. Sponsor is not responsible for any change of email address, mailing address, and/or telephone number of entrants.

Chef's Choice Awards:

On or around July 31, 2023, the Lamb Weston Chef Council will select the two (2) most creative and unique recipes out of all eligible entries received to each win a \$2,000 cash prize. The Lamb Weston Chef Council's decisions are final and binding in all aspects.

On or around July 31, 2023, Sponsor will notify each potential winner via email (at the email address included in the winner's entry form on the Website). Such potential winners will be required to respond to such notification within five (5) days via an email response, in order for Sponsor to accurately capture each winner's name and address. Potential winners are subject to verification. The potential winner may be disqualified and the applicable prize may be forfeited in Sponsor's sole discretion if: (a) a potential winner is found not to be eligible or not in compliance with these Official Rules; (b) attempted notification or any prize is returned as undeliverable; (c) any required documents are not returned within the required number of days; (d) a potential winner cannot be verified; or (e) a potential winner is otherwise unable or unwilling to accept and claim the prize as stated. In the event that a potential winner is disqualified for any reason, the Lamb Weston Chef Council reserves the right to award the prize to an entrant with the next most creative and unique recipe. Winners may be required to complete, sign, and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release, within ten (10) business days of attempted notification, or the prize may be forfeited. Prizes won by an entrant who is an eligible minor in the entrant's state of residence will be awarded to the minor's parent or legal guardian, who must sign and return all required documents. Sponsor is not responsible for any change of email address, mailing address, and/or telephone number of entrants.

Weekly Prize Winners:

On or about the dates set forth below, Sponsor will randomly select two (2) weekly winners ("**Weekly Winners**") from Entries submitted during the Giveaway Period, among all eligible entries received. Odds of winning a prize depend on the number of eligible entries received during the promotional period.

Weekly Winner Selection Dates (in 2023):

- May 22, May 29, June 5, June 12, June 19, June 26, July 3, and July 10

On or around the above dates, Sponsor will notify each potential Weekly Winner via email (at the email address included in the Weekly Winner's entry form). Such potential Weekly Winners will be required to respond to such notification within five (5) days via an email response, in order for Sponsor to accurately capture each Weekly Winner's name and address. Potential Weekly Winners are subject to verification. The

potential Weekly Winner may be disqualified and the applicable prize may be forfeited in Sponsor's sole discretion if: (a) a potential Weekly Winner is found not to be eligible or not in compliance with these Official Rules; (b) attempted notification or any prize is returned as undeliverable; (c) any required documents are not returned within the required number of days; (d) a potential Weekly Winner cannot be verified; or (e) a potential Weekly Winner is otherwise unable or unwilling to accept and claim the prize as stated. In the event that a potential Weekly Winner is disqualified for any reason, Sponsor reserves the right to award the prize to an alternate entrant who will also be selected randomly. Weekly Winners may be required to complete, sign, and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release, within ten (10) business days of attempted notification, or the prize may be forfeited. Prizes won by an entrant who is an eligible minor in the entrant's state of residence will be awarded to the minor's parent or legal guardian, who must sign and return all required documents. Sponsor is not responsible for any change of email address, mailing address, and/or telephone number of entrants.

6. PRIZES:

There are eight (8) prizes for the People's Choice Awards and two (2) prizes for the Chef's Choice Awards, each consisting of a \$2,000 cash prize. The total approximate retail value ("**ARV**") of the prizes for the People's Choice Awards and Chef's Choice Awards is \$20,000.00. Each winner will receive one (1) prize. Each prize will be shipped to a winner at the address provided within thirty (30) days after receipt of the winner's notification and winner's completion of all applicable forms.

There are sixteen (16) additional Weekly Winners of Lamb Weston branded merchandise. The total ARV for each prize for the Weekly Winners is \$15.00. Each Weekly Winner will receive one (1) prize. Each prize will be shipped to a Weekly Winner at the address provided within thirty (30) days after receipt of the Weekly Winner's notification and the Weekly Winner's completion of all applicable forms. The difference between any stated value and actual value will not be awarded to the Weekly Winner. Prizes are non-transferable and no cash equivalent or substitution of the prize is offered, except at the sole discretion of the Sponsor (or to the extent required by applicable law). If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute the prize with another prize of equal or greater value. Please allow four (4) to six (6) weeks for the shipment of the Weekly Winner prize after confirmation.

Prize winners will be solely responsible for all federal, state, and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether it, in whole or in part, is used.

LIMIT ONE (1) ENTRY PER OPERATOR, AND ONE (1) PRIZE PER OPERATOR.

7. Release: As a condition of entering, entrants (or their parent or legal guardian if an eligible minor) agree (and agree to confirm in writing): (a) to release Sponsor, its affiliates, subsidiaries, retailers, and agents, and its and their officers, directors, employees, and agents ("**Released Parties**"), from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of any prize or any item redeemed therewith; (b) under no circumstances will any entrant be permitted to obtain awards for, and entrant hereby knowingly and expressly waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses and/or any rights to have damages multiplied or otherwise increased; (c) all causes of action arising out of or connected with this Giveaway, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred (if any), excluding attorneys' fees and court costs.

8. Publicity: Except where prohibited by law, each winner grants (and agrees to confirm this grant in writing, if requested) permission for Sponsor and those acting under its authority to use his/her name, photograph, and/or likeness, for advertising and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without compensation.

9. General Conditions: Sponsor is not responsible for lost, late, misdirected, undelivered, incorrect, or inaccurate entry information or for incomplete, inaccurate, lost, interrupted or unavailable network, satellite, telephone networks or lines, cellular towers or equipment (including handsets), computer online systems, computer equipment, software, viruses or bugs, servers or providers, or other connections, availability or accessibility; or for unauthorized access to, or alteration of entries; or miscommunications, failed computer, telephone, cellular, satellite, or cable transmissions, lines or other technical failure; or for jumbled, scrambled, delayed, or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties; or for any other errors of any kind, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Giveaway or by any technical or human error which may occur in the processing of the entries. Sponsor reserves the right to cancel, suspend and/or modify the Giveaway, or any part of it, if any fraud, bugs, virus, technical failures, or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Giveaway, as determined by Sponsor in its sole discretion. In the event of cancellation, Sponsor will randomly award the prizes from and among all eligible, non-suspect entries received prior to cancellation. Sponsor is not responsible for computer system, phone line, hardware, software or program malfunctions, or other errors, failures, or delays in computer transmissions, the website, or network connections that are human or technical in nature. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process, the website, or the operation of the Giveaway, or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Giveaway may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages 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.

10. Binding Arbitration: Any controversy or claim arising out of or relating to this Giveaway shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("**JAMS Rules and Procedures**") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Idaho law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal, or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable, or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS GIVEAWAY IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

BY PARTICIPATING IN THE GIVEAWAY, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE GIVEAWAY, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND (2) ENTRANT'S 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 SET FORTH ABOVE AND IN SECTION 7(B)-(D), SO SUCH LANGUAGE MAY NOT APPLY TO EVERY ENTRANT.

11. Governing Law & Jurisdiction: This Giveaway and its Official Rules are governed by United States law and are subject to all applicable federal, state, and local laws and regulations. All issues and questions concerning the construction, validity, interpretation, and enforceability of the Official Rules, or the rights and obligations of entrants and Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the State of Idaho, United States of America, without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 10 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in Ada County, Idaho, United States of America.

12. Entrant's Personal Information: Please see the <https://www.lambweston.com/content/dam/lambweston/en/website/pdf/legal/Privacy.pdf> for details of Sponsor's policy regarding the use of personal information collected in connection with this Giveaway. If you are selected as a winner, your information may also be included in a publicly-available winner's list.

13. Winner's List: For a list of winners, mail a self-addressed, stamped envelope to: FryDay Night Tour Giveaway, 829 De La Vina St. Suite 100, Santa Barbara, CA 93101, United States of America. Winner List requests will only be accepted after the Giveaway Period end date. Requests must be received by July 31, 2023.

14. Sponsor: Lamb Weston, Inc., 599 S. Rivershore Lane, Eagle, ID, 83616, United States of America.

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