

“LUCKY 7” Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN.

Overview: BioZyme Incorporated’s “Lucky 7” promotion (the “Promotion”) allows eligible cattle producers, and other entrants, to potentially win a prize from certain identified bagged products that contain a “Lucky 7” sticker.

By participating in the Promotion, each entrant (the “Participant”) unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of BioZyme Incorporated (the “Sponsor”), which shall be final and binding in all respects.

Effective May 1, 2022, these Official Rules govern the “Lucky 7” and its website www.biozymeinc.com/lucky7. BioZyme Incorporated reserves the right to make changes to these Official Rules, including cancellation of the Promotion, at any time. Please check www.biozymeinc.com/lucky7 from time to time to ensure you are aware of any updates or changes.

All submissions are subject to verification by Sponsor.

- 1. Eligibility:** Persons over the age of twenty-one (21) with the Territory (defined below) are eligible to participate in the Promotion, provided that on or after May 1, 2022, they are *not* in any of the following categories : (a) a BioZyme Incorporated owner or employee; (b) a director, officer, employee, agent, or independent contractor of Sponsor, or its parent company, subsidiaries, affiliates or service agencies; or any entities retained by Sponsor for the administration of the Promotion; (c) an individual engaged in the development, production or distribution of Promotion materials or the prize supply for the Promotion; and (d) an immediate family member (defined as spouse, IRS dependent, or biological, adoptive or step- mother, father, sister, brother, daughter or son, and each of their respective spouses) of, or who resides in the same household as, any person in any of the preceding categories.
- 2. How to participate:** There are two ways to participate in the Promotion during the Promotion Period.

Option One: Purchase certain bagged products that contain a “Lucky 7” sticker, and look inside the bag for a specially marked, randomly inserted “Lucky 7” Promotion piece. If you find one, please go to the designated website and enter the information as prompted.

Option Two: Send a handwritten letter with your full legal name, current address, and age in a self-addressed, postage prepaid envelope to the following:

BioZyme, Incorporated
Attn: “Lucky 7” Coordinator
6010 Stockyards Expressway
St. Joseph, MO 64504

All eligible, valid envelopes that comply with these Rules, will be placed in a designated container(s), where on December 20, 2022, a winner will be randomly selected.

- 3. Territory.** The Promotion is intended solely for participation within the United States (the "Territory"). Void outside the Territory and where prohibited.
- 4. Promotion Period.** The Promotion begins on May 1, 2022 and ends on December 20, 2022 (the "Promotion Period"). "Lucky 7" tokens after the December 20, 2022 expiration date are considered void and will not be honored.
- 5. General Conditions:** By participating in the Promotion, each Participant agrees to abide by and be bound by these Official Rules and the decisions of the Sponsor. All such decisions shall be final, binding and non-appealable. Prizes are non-assignable and non-transferable. No Prize substitutions or cash redemptions of any Prize or any portion thereof. Sponsor reserves the right in its sole discretion to substitute any prize or portion thereof of equal or greater value if any Prize or portion thereof is unavailable for any reason. Details of Prizes or portions thereof not specified herein, if any, will be determined at the sole discretion of Sponsor. Participant grants Sponsor the irrevocable, unrestricted worldwide right to use, publish, display, broadcast and distribute materials bearing Participant's name, voice, image, likeness and/or any other identifiable representation of Participant, including, but not limited to, statements attributable to Participant ("Participant's Likeness"), Participant agrees that all materials containing Participant's Likeness shall be and remain the sole and exclusive property of Sponsor, and Participant hereby assigns any and all rights in or to such material to Sponsor and releases and forever discharges Sponsor from any and all claims, liabilities, and damages relating to the use of Participant's Likeness. Participant hereby waives any and all rights to inspect or approve Sponsor's use of Participant's Likeness, or any part or element thereof. Prize winner shall be responsible for all federal, state, and/or local income taxes incurred in association with acceptance of the prize. By participating in the Promotion, each Participant agrees that the Sponsor, its parent company, subsidiaries, affiliates, franchisees, local advertising cooperatives, advertising/promotion agencies, and all of their respective directors, officers, employees, representatives, and agents (the "Promotion Entities") shall not be responsible or liable for: (a) miscommunications, printing errors, clerical, typographical or other error in any Promotion materials or printed copy or artwork, or any prize offering announcement; (b) any errors of any kind, whether human, mechanical, clerical, electronic, digital or technical in nature, or unauthorized human intervention; or (c) any losses, damages or injuries of any kind, including but not limited to those related to defamation, portrayal in a false light or privacy rights, resulting from or in connection with participation in the Promotion or from acceptance, receipt, possession and/or use or misuse of a prize, including from the posting or publication of any information or portion thereof online or in any media. This Game is subject to all applicable federal, state, and local laws and regulations. Any prizes that are not duly claimed in accordance with these Official Rules will not be awarded.
- 6. Prize Conditions:** Any and all costs, fees, and expenses not expressly stated in the prize description are the sole responsibility of the prize winner.

- 7. Prizes:** Within fourteen days of verification of winners, Sponsor will send the instant prize to the winner and if it is the cash prize it will be made payable to the order of the winner in the amount of \$777 (USD).
- 8. Limitations:** Sponsor is not responsible for: (i) Entries or mail that are lost, late, stolen, incomplete, illegible, damaged, destroyed, misdirected, non-delivered, or not received by Sponsor for any reason; (ii) mail that is received postage-due; (iii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation of transmission, communication failures (including but not limited to failures or malfunctions of phone lines, mail delivery service, telephone systems or other communications systems), destruction of or unauthorized access to, or alteration of, Entries, or for printing, distribution or production errors; (iv) failed or unavailable hardware, network, software or telephone transmissions; (v) damage to entrants' or any person's computer; (vi) causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Promotion; (vii) incorrect or inaccurate Entry information; (viii) any typographical or other error in the printing or advertising related to the Promotion, in the administration or execution of the Promotion, or in the announcement/notification of Prize winners; (ix) by any human, or other error, which may occur in this Promotion; or (x) cheating or fraud by any participant. All incomplete or non-conforming Entries (as determined by Sponsor in its sole and absolute discretion) will be disqualified.
- 9. Modification, Suspension and Termination:** If for any reason this Promotion cannot be executed as planned, including but not limited to infection by virus, bugs, tampering, unauthorized intervention, fraud, technical failures, social media mandate, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, integrity, fairness or proper conduct of this Promotion, or if this Promotion is compromised or becomes corrupted in any way, electronically or otherwise, Sponsor reserves the right, in its sole discretion, to void suspect Entries/entrants and/or modify, suspend and/or terminate this Promotion. If the Promotion is terminated before the stated end date of the Promotion Period, Sponsor may select the winners from among all applicable eligible, non-suspect Entries received as of the time/date of termination of the Promotion.
- 10. Releases:** By participating in this Promotion, Participant agrees: (a) to the maximum extent permitted by law, that all causes of action arising out of or connected with this Promotion, or Prize awarded, shall be resolved individually, without resort to any form of class action; (b) to release, defend, indemnify and hold harmless Sponsor and their respective successors and assigns from and against any liability, loss, claim or cause of action, including, but not limited to, injury, death or damages arising out of participation in this Promotion or the acceptance, possession, use or misuse of any Prize received in this Promotion or the use of any photo, video or entry; and (c) to waive all rights to claim punitive, indirect, incidental and consequential damages, attorneys' fees, court costs, or any damages other than actual out-of-pocket costs incurred to enter, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL**

OR CONSEQUENTIAL DAMAGES, SO APPLICABLE PORTIONS OF THE ABOVE MAY NOT APPLY TO YOU.

- 11. Publicity:** Except where prohibited, participation in the Promotion constitutes each Participant's permission for the Sponsor and its agencies and designees to use Participant's names, social media handles, photographs, videos, voices and/or any other likenesses for purposes of advertising and publicity in all media now known or hereinafter invented without territorial or time limitations and without compensation or notice.
- 12. Privacy:** The personal information collected through this Promotion is subject to Sponsor's Privacy Policy. By entering this Promotion, each Participant agrees that Sponsor, its agents and/or representatives may store, share and use the personal information submitted with each Entry for the purpose of administering the Promotion and agrees to the collection, use, and disclosure of such personal information as described in these Official Rules, in the Privacy Policy, and as permitted by law.
- 13. Limitation of Liability:** By entering, you agree to release and hold harmless Sponsor from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) your participation in the Promotion and/or your acceptance, possession, use, or misuse of any Prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any service; (iv) unauthorized human intervention in any part of the Entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of Entries. You acknowledge that the Promotion is in no way sponsored, endorsed, administered by or associated with any social media platform.
- 14. Choice of Law, Jurisdiction and Notice:** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Missouri, without giving effect to any choice of law or conflict of law rules (whether of the State of Missouri or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Missouri. By entering, Participant irrevocable consent to the exclusive jurisdiction of the federal and state courts located within the state of Missouri for any action, suit or proceeding arising out of or relating to this Promotion. These Rules are protected by U.S. copyright laws. Reproduction and distribution of these Rules without written permission from the Sponsor is prohibited.
- 15. Severability & Conflicts:** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event there is a discrepancy or inconsistency between disclosures or other statements contained

in any Promotion-related materials or made by any representative of Sponsor, and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

- 16. Winners' List:** To receive a copy of the winners' list for this Promotion (available on or around December 15, 2022) send a self-address, stamped envelope to BioZyme Incorporated, 6010 Stockyards Expressway, St. Joseph, MO 64504, with the subject line: "Lucky 7 Winners."