

THE SOFTEST DAD IN AMERICA CONTEST
OFFICIAL RULES

No Purchase Necessary

- 1. CONTEST PERIOD:** The Softest Dad in America Contest (the "Contest") starts at 9:00 AM Eastern Time ("ET") on June 14, 2023 and ends at 11:59 PM ET on July 6, 2023 ("Contest Period").
- 2. ELIGIBILITY:** To be eligible to nominate a Nominee (defined below), nominators must be legal residents of the 50 United States and the District of Columbia who are 18 years of age or older as of date of entry. Nominees must be legal residents of the 50 United States and the District of Columbia, who are 18 years of age or older and are a dad or a dad-figure as of the date of entry ("Nominee"). You may nominate yourself. Regardless if someone is nominating himself or if he is nominating someone else, for the purposes of the Contest and these Official Rules, the person submitting the Entry (as defined below) is considered the "Entrant" or "Nominator" and his/her entry is deemed the "Entry," as further defined below. For purposes of clarification, an Entrant may also be a Nominee, as long as he meets the eligibility requirements for both. Employees of Wells Enterprises, Inc. ("Sponsor"), Observatory Agency, Don Jagoda Associates, Inc. ("Administrator"), their respective affiliates, subsidiaries, advertising and promotion agencies, partners and prize suppliers (collectively, "Released Parties"), and their immediate family members (spouses, parents, children, and siblings and their spouses) and household members of each (whether related or not) are not eligible to participate or win. Void where prohibited by law. All federal, state and local laws and regulations apply.
- 3. HOW TO ENTER:** There are three (3) ways to enter the Contest:
 - **VIA WEBSITE:** During the Contest Period, you, as the Entrant, may visit bluebunny.com/softestdad (the "Website") and follow the on-screen instructions to complete the entry form and submit an essay of 250 characters or less describing how the dad (or dad-figure) is the "softest dad in America" (collectively, a "Website Entry"). On the Entry form, the Nominator must identify the Nominee's full name and email address. Along with your Website Entry, you may upload a photo and/or video, however, it is not required. There is a limit of one (1) Website Entry per person/email address.
 - **VIA INSTAGRAM:** During the Contest Period, you, as the Entrant, may upload a photo or up to a :30 video and a caption, with 250 characters or less, describing how the dad (or dad-figure) is the "softest dad in America" with the hashtag #BBSoftestDadContest and tag @blue_bunny (collectively, an "Instagram Entry"). There is a limit of one (1) Instagram Entry per person/Instagram account. Instagram Entries submitted on Instagram stories and/or Reels will not be considered an eligible Instagram Entry. You must have an Instagram account to enter via Instagram and have your account privacy settings set to "Off." If you do not have an Instagram account, and you would like to create one for free, download the free Instagram app to your mobile device at either the Apple® App Store or the Google® Play store.
 - **VIA TIKTOK:** During the Contest Period, you, as the Entrant, may upload up to a :30 video and a caption, with 250 characters or less, describing how the dad (or dad-figure) is the "softest dad in America" with the hashtag #BBSoftestDadContest and tag @bluebunny (collectively, a "TikTok

Entry”). There is a limit of one (1) TikTok Entry per person/TikTok account. You must have a TikTok account to enter via TikTok and have your account privacy settings set to “Off.” If you do not have a TikTok account, and you would like to create one for free, visit TikTok.com or download the free TikTok app to your mobile device at either the Apple® App Store or the Google® Play store.

Website Entries, Instagram Entries, and TikTok Entries shall herein be referred to as “Entry” or “Entries” and constitutes your agreement to these Official Rules. You may submit one (1) Entry via each method above but each Entry must be unique (and same Entry may not be submitted via more than one method). Entries must be received by 11:59 PM ET on July 6, 2023 to be entered into the Contest. Please note, if you enter via the Website, you need not include a photo or video but all other methods of Entry include a photo or video and by entering via any of those methods, you acknowledge that you understand this distinction. If you are nominating someone other than yourself, please make the Nominee aware that you are nominating him for this Contest and confirm that he agrees to be nominated. By providing his consent, the Nominee agrees to the terms and conditions set forth in these Official Rules. NOTE: Only Entries received via the Website, via Instagram, or via TikTok are eligible. Any entries received by any other means are not eligible. Entries must be in compliance with the Entry Requirements below to be eligible. Any Entry that violates this section or is otherwise objectionable (as determined solely by Sponsor), will not be considered and will be disqualified. All components of an Entry must be submitted together at one time. Duplicate Entries will be disqualified.

- 4. ENTRY REQUIREMENTS: Entrant acknowledges and agrees to the following with respect to the Entry submitted:** Entries become the property of Sponsor upon receipt and will not be acknowledged or returned. By submitting an Entry, Entrants acknowledge and agree that their Entries (including all information submitted as part of the Entry) become the property of the Sponsor, which thereby has the right to edit, adapt, modify, reproduce, promote and otherwise use Entries in any way it sees fit. Automated, script, macro or robotic Entries submitted by individuals will be disqualified. Incomplete, corrupted, or untimely Entries are void and will be disqualified. Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen or misdirected Entries; lost, interrupted, or unavailable network, server, or other connections; or miscommunications, computer or software malfunctions, telephone transmission problems, technical failures, garbled transmissions, damage to a user’s computer equipment (software or hardware), or other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise. Proof of submission will not be deemed to be proof of receipt by Sponsor. In the event of a dispute as to the identity of an Entrant, the authorized account holder of the email/Instagram/TikTok account used to enter or associated with Entrant’s email/Instagram/TikTok account will be deemed to be the Entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider, Internet service provider, or other organization (which may include an employer) responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder. Entries specifying an invalid, non-working, or inactive email address will be disqualified and ineligible to win. If, in Sponsor’s sole discretion, Entrant’s social media profile(s) contain material that could negatively impact Sponsor’s image or reputation, Entrant may be disqualified. Normal time rates, data rates and other fees or charges, if any, charged by the Entrant’s Internet access, phone or mobile service provider will apply.

By submitting an Entry, each Entrant irrevocably grants to Sponsor and its parent companies, subsidiaries, affiliates and advertising and promotion agencies, and the successors and assigns and licensees of each of the foregoing the right to use the Entrant's/Nominee's name, likeness, voice, persona, biographical information and/or statements attributed to the Entrant and the Entrant's Entry (collectively, "Personality Rights"), in whole or in part, in perpetuity, throughout the world, in all media and formats whether now or later known or developed, including without limitation via Sponsor's and third-party websites and social media and digital channels, for advertising, trade, promotional and commercial purposes and any other purposes, without further notice or compensation, unless prohibited by law.

Any Entry not in compliance with the above or below and does not meet the requirements of these Official Rules will be disqualified.

- Entry must nominate a dad or a dad-figure.
- Entry must be in English.
- Any video submitted as part of an Entry may not exceed 30 seconds.
- Entries may not contain any music, unless the Entrants owns the rights.
- Entrant must own all rights to the Entry and have the right to grant Sponsor the right to use the Entry (any material embodied in the Entry).
- Essay, photo and/or video may depict, identify and otherwise reference individuals other than the Nominee, provided that: (a) such individuals are family or friends of the Nominee, and (b) Entrant secures the written consent of each such individual (if individual is a minor in his/her jurisdiction of residence, such individual's parent or legal guardian must be Entrant or Nominee) prior to submission of Entry with the understanding that Sponsor may condition the Nominee being declared a potential finalist ("Finalist") upon Entrant timely providing Sponsor or its agent with satisfactory written proof of securing such written consent(s).
- Entry must be your original work (modification of an original work is not an original work).
- Entries must not copy or otherwise plagiarize from any source.
- Entry must not have been submitted previously in a Contest or promotion of any kind or previously exhibited or displayed publicly (i.e., disclosed beyond your immediate circle of friends and family) through any means.
- Entry must be in keeping with Sponsor's image and may not be offensive, as determined by Sponsor in its sole discretion. The Entry must not disparage Sponsor or persons or organizations associated with Sponsor.
- Any Entry deemed inappropriate or unsuitable, in Sponsor's sole discretion, will be disqualified. Entries must not contain material that is inappropriate, indecent, profane, obscene, hateful, tortious, defamatory, slanderous, libelous (including words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group), violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), or illegal (e.g., underage drinking, substance abuse, computer hacking, etc.).
- Entry must not contain or depict material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination, including without limitation, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age. The Entry must not contain or depict material that is threatening to any person, place, business, group, or world peace or contain

words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group.

- Entry must not contain any content that infringes or may infringe third party rights, including, without limitation, any copyright, name, trademark, logo, trade dress, or other personal or proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity or make reference to any commercial/corporate advertising (including but not limited to corporate logos, brand names, charities, slogans, political, or religious statements), or be otherwise objectionable. Without limiting the generality of the foregoing, publicly displayed and publicly accessible Sponsor content, materials, or products are permitted to be displayed in Entries submitted for this Contest.
- Entry must not include any representation of celebrities, athletes, musicians, or any other third-party (public or private), include any anti-social, political or religious groups, any commercial solicitation or promotional materials or name, address, phone number, or URL address. Entries must not contain advertisements, personal solicitations or commercial solicitations.
- Automated, script, macro or robotic Entries will be disqualified.
- Entry must not contain viruses, Trojan horses, worms, bots, spyware or any other computer code that is intended to damage, interfere with, or surreptitiously intercept or expropriate any system, data or information.
- Any Entry not in compliance with the above will be disqualified.

5. INITIAL JUDGING/FINALIST DETERMINATION, PUBLIC VOTING, AND GRAND PRIZE DETERMINATION:

- **Initial Judging to Determine up to Ten (10) Finalists:** At the conclusion of the Contest Period, all eligible Entries will be judged by the Administrator and the Sponsor based on the following criteria: Vulnerability/Affection (33%); Originality/Creativity (33%); and Fun (34%), to determine up to ten (10) Finalists (“Finalist Entries”). In the event of a tie, tied Finalist Entries will be re-judged based solely on Vulnerability/Affection (100%). If more than one Entrant submits an Entry identifying the same Nominee, only one Entry may be a Finalist Entry. Only the Nominee associated with a winning Finalist Entry may be determined a Finalist and only Finalists may be considered to win the Grand Prize. Note that Sponsor reserves the right to determine fewer than ten (10) Entries as Finalist Entries if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries and/or if fewer than ten (10) potential Finalists return any paperwork requested within the required timeframe, as outlined below. Decisions of judges/Administrator/Sponsor are final and binding with respect to all matters relating to this Contest.
- **Nominator/Finalist Notification:** If an Entry is selected as a potential Finalist Entry and the Entry was submitted via Instagram or via TikTok, the Nominator will be notified via the respective platform’s direct message (“DM”) and asked to provide their email address and the Nominee’s email address. Nominator must respond to the DM within 48 hours of notification. If an Entry is selected as a potential Finalist Entry and the Entry was submitted via Website, the Nominator and Nominee will be notified via email. Nominator/Finalist will each be contacted via email and required to complete and electronically sign a Declaration of Eligibility/Publicity Release (where legal) and an Assignment of Rights (“Release”) within three (3) days of notification or potential Finalist may be disqualified and the Entry with the next highest score will be determined a potential Finalist Entry

and the applicable Nominator/Nominee will be contacted, time permitting. If any alternate is determined a potential Finalist, then they will be contacted by Sponsor and required to complete and electronically sign the Release and return it via email within forty-eight (48) hours or they may be disqualified. Nominators/Finalists agree that Sponsor may edit and use a Finalist Entry or portions of the Finalist Entry in any way they see fit. By completing the Release, each Nominator/Finalist agrees that the applicable Finalist Entry (or portion thereof) may be posted online, in Sponsor's sole discretion, to be viewed and voted on by members of the general public. Sponsor reserves the right to require potential Finalists to agree to provide information necessary to conduct a background check to confirm that he is an eligible Finalist as defined herein. Sponsor reserves the right to disqualify any potential Finalist if Sponsor determines in its sole discretion that awarding the prize to such potential Finalist might reflect negatively on Sponsor. Factors that would result in disqualification as a potential Finalist include, without limitation, any potential Finalist having been convicted of a felony or misdemeanor, being delinquent on a government ordered payment, such as child support, spousal support, alimony, tax payments, etc.

- **Public Voting:** The Finalist Entries (or portion thereof), will be posted on or accessible from the Website for public voting, starting at 9:00 AM ET on July 27, 2023 and ending at 11:59 PM ET on July 30, 2023 (the "**Voting Period**"). During the Voting Period, eligible individuals, as indicated below, can visit the Website and follow the online voting instructions to vote for their favorite Finalist Entry. However, Sponsor reserves the right to modify or delay the Voting Period by posting a notice to such effect on the Website. Sponsor will post Finalists' Entries on the Website in a pattern, format, sequence or arrangement of Sponsor's sole choosing, which may be varied one or more times by Sponsor or its agent. **Posted Finalist Entries represent solely the opinions of Entrant, not those of Sponsor or its judges. Sponsor and its judges further disclaim any liability in conjunction with screening, reviewing or monitoring posted Finalist Entries.** Limit one (1) vote per person/email address per day during the Voting Period. Voting will be restricted to legal residents of the 50 United States and D.C., who are 18 years of age or older as of date of voting. Any attempt by an Entrant/Finalist/voter or other individual/entity to manipulate or undermine the integrity of the voting as determined by Sponsor/judges in its sole discretion may result in disqualification of the Finalist, with the understanding that disqualification shall not represent the sole remedy available to Sponsor. Votes received from any person or email address in excess of the stated limitation will be void. Entrants/Finalists are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to members of the public, as determined by Sponsor in its sole discretion. The use of script, macro, or any other robotic or automatic devices for voting and any other means that subvert the voting process is prohibited, and Sponsor reserves the right to nullify all such votes and to block the responsible individual from voting.
- **Grand Prize Winner Determination:** At the conclusion of the Voting Period, the scores from the initial judging round will be combined with the public voting votes to determine the Grand Prize winner, subject to verification. The judges' scores will determine 75% of a Finalist's final score; the public vote will determine 25% of a Finalist's final score. The Finalist with the highest combined scores (from the judging and public voting) will be deemed the Grand Prize winner. In the event of a tie, the Finalist who received the highest score in the initial judging round will be deemed the

winner of the Grand Prize. Being declared the Grand Prize winner is subject to validation and verification of eligibility and compliance with all terms and conditions set forth in these Official Rules. Decisions of Grand Prize Judges/Sponsor are final with respect to all matters relating to the Contest.

- **Grand Prize Winner Notification:** The potential Grand Prize winning Nominee will be contacted via email after the Grand Prize judging process is completed and the Voting Period has ended. The potential Grand Prize winner will then be required to electronically sign and return a Grand Prize Declaration and Acceptance Form/Assignment of Rights and a Publicity Release (where lawful) ("**Grand Prize Required Forms**") within three (3) days of notification attempt or prize may be forfeited. Failure to return all Grand Prize Required Forms within three (3) days of issuance, the return of any notification as undeliverable or noncompliance with these Official Rules may result in the potential Grand Prize winner being disqualified and, at Sponsor's discretion, the next highest scoring Finalist Entry may be determined the potential Grand Prize winner and notified, as outlined above.

6. FINALIST PRIZES, GRAND PRIZE AND APPROXIMATE RETAIL VALUES ("ARVs"):

- **Ten (10) Finalist Prizes:** A summer's worth of ice cream, awarded in the form of a \$250 Sponsor-specified gift card. Total ARV of all Finalist Prizes is \$2,500. Gift cards are subject to certain terms and restrictions and an expiration date may apply. The Finalist Prize to be awarded to the Nominee mentioned in the Finalist Entry. No prize will be awarded to the Entrant.
- **One (1) Grand Prize:** A Sponsor-specified recliner chair. The ARV of the Grand Prize is up to \$15,000. The Grand Prize to be awarded to the Nominee mentioned in the winning Entry. No prize will be awarded to the Entrant. Winner will have the opportunity to select the fabrics, colors and custom features of recliner (based on provided choices).

Finalists and the Grand Prize winner are solely responsible for all taxes in connection with the prizes (if applicable), including without limitation federal, state and local taxes, and the reporting consequences thereof. Finalist Prizes and Grand Prize are nontransferable, non-assignable, and no substitution or cash redemption is allowed, except that Sponsor reserves the right to award a prize of equal or greater value if an advertised prize is unavailable.

- 7. General Rules:** No information regarding Entries, other than as otherwise set forth in these Official Rules or on the Website, will be disclosed. Any attempt to deliberately damage the Website or undermine the legitimate operations of the Contest, is a violation of the criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to seek damages from any such Entrant to the fullest extent permitted by law and to disqualify such Entrant from the Contest. In the event the Contest is compromised by virus, bug, unauthorized human intervention, or other causes beyond the control of Sponsor that corrupts or impairs the administration, security, fairness, or proper play of the Contest, Sponsor reserves the right in its sole discretion to suspend or terminate the Contest and determine the Finalists (and Grand Prize winner if online voting is cancelled) based on judging criteria listed above from among all eligible Entries received/Finalists confirmed prior to cancellation. By participating in this

Contest, Entrants/Nominees agree to be bound by these Official Rules and the decisions of the Sponsor/Judges. The Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the Entry process or the operation of the Contest or Website; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. The Sponsor and each of its respective affiliates, officers, directors, agents, employees, will have no liability or responsibility for any claim arising in connection with participation in this Contest or the prize awarded. Grand Prize winner and Finalists assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Contest or use or redemption of prize.

- 8. DISPUTES:** Except where prohibited, Sponsor reserves the right to make all decisions in its sole discretion arising out of or relating to the Contest, and the decisions by Sponsor are final and binding on all matters relating to the Contest. Except where prohibited, you agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the state of Iowa; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; and (c) notwithstanding the foregoing, you waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of 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 (whether of the laws of the state of Iowa or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than state of Iowa.
- 9. PRIVACY:** Any personal information that you provide in connection with the Contest shall be used by Sponsor and Administrator to administer this Contest, and for the other purposes set forth in the Sponsor's privacy policy located at <https://www.bluebunny.com/privacy-policy>.
- 10. WINNERS LIST REQUEST:** For the name of the Finalists and the Grand Prize winner, available after July 30, 2023 send an email to: winners@dja.com with "Blue Bunny Softest Dad in America Contest Winners - 10-2884-01" as the subject line. Winners List will be sent after the prizes have been awarded.
- 11. SPONSOR/ADMINISTRATOR:** The Sponsor is Wells Enterprises, Inc., 1 Blue Bunny Dr., Le Mars, IA 51031-1310. The Administrator is Don Jagoda Associates, Inc., 100 Marcus Drive, Melville, NY 11747.

The Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram or TikTok.