

2017 SWEEPSTAKES RULES

HERR'S CHIPS AND DOOP SWEEPSTAKES OFFICIAL RULES

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

ELIGIBILITY: People who submit a *Herr's Chips and Doop* Sweepstakes (the "Sweepstakes") entry must be legal residents of the fifty (50) United States and District of Columbia and 18 years of age or older (and the age of majority in the jurisdiction) as of the date of their participation and entry. Entrants must be legal U.S. residents currently residing in one (1) of the following DE, NJ or PA counties: Delaware counties; Kent, or New Castle; New Jersey counties; Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Salem, or Warren; and Pennsylvania counties; Berks, Bucks, Chester, Delaware, Lehigh, Montgomery, Northampton, or Philadelphia (Winners must reside within 75 miles of Talen Energy Stadium located at 1 Stadium Dr., Chester, PA 19013).

Employees, officers, and directors (including immediate family members (spouse, parent, child and sibling and their respective spouses, regardless of where they reside) and members of the same household, whether or not related) of Pennsylvania Professional Soccer, LLC d/b/a Philadelphia Union ("Club" or "Sponsor"), Herr's Brands, Inc. ("Herr's"), Major League Soccer, L.L.C. ("MLS"), and Soccer United Marketing, LLC ("SUM" and collectively with Sponsor and MLS, the "MLS Entities") and each of their respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers and advertising and promotion agencies, and any and all other companies associated with the Sweepstakes are not eligible to participate or win a prize. The Sweepstakes is subject to all applicable federal, state and local laws, rules and regulations. Void outside Territory and where prohibited or restricted by law, rule or regulation.

HOW TO ENTER: The Sweepstakes begins at 12:00PM EST on April 13th, 2017 and ends at 7:00PM EST on May 6th, 2017 ("Entry Period"). During the Entry Period, there are 2 ways to enter. No other method of entry will be accepted. **Limit one (1) entry per person, per family, per e-mail address, and per household, as applicable, regardless of method of entry. Multiple entries received from any person or family or e-mail address or household in excess of the stated limitation will be void.** The Clock of the Sponsor will be the official time keeper for this Sweepstake. All information submitted will be subject to and used as provided in the MLS Terms of Use and Privacy Policy, each of which can be found by visiting <http://www.mlssoccer.com/terms-service> and <http://www.mlssoccer.com/privacy-policy>

1. Online Method: During the Entry Period, go to <https://www.facebook.com/herrs> and post a dip recipe with photo to the Herr's Facebook page. Limit one (1) entry per Facebook account. Additional Submissions received from any identical account will be void. In the event of a dispute as to the identity or eligibility of the Submitter, the Submission will be declared made by the Authorized Account Holder of the e-mail address provided at the time of Submission and he/she must comply with these Official Rules. "Authorized Account Holder" is defined as the natural person eighteen (18) years of age or older who is assigned to an e-mail address by an Internet access provided, online service provider or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. All required information must be completed to submit an entry. Incomplete Submissions will be disqualified. Sponsor reserves the right, in its sole discretion, to void any and all Submissions of a Submitter who submits more than one Submission using multiple/different addresses, identities, or any other methods, or who Sponsor believes has attempted to tamper with, influence or impair the administration, security, fairness, or proper administration of this Sweepstake. Proof of

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entering information is not considered proof of delivery to or receipt by Sponsor of a Submission. Released Parties are not responsible for: lost, late, incomplete, illegible, incorrect, inaccurate, damaged, delayed, garbled, undelivered, or misdirected Submissions or emails. Any use of robotic, automatic, programmed method or any other method which subverts the Submission process will void all such Submissions by such methods. All Submissions become the property of Sponsor.

All information submitted online by entrants is subject to, and will be treated in a manner consistent with MLSsoccer.com's Terms of Service accessible at <http://www.mlssoccer.com/terms-of-service>, and Privacy Policy accessible at <http://www.mlssoccer.com/privacy-policy> (both of which are incorporated herein by reference). Entrants must fully complete and submit all non-optional data requested on the online entry form to be eligible. Incomplete entries are void. Online entrants to the Sweepstakes will be given the option to receive commercial e-mails from MLS Entities; however, eligibility to participate in the Sweepstakes is not dependent upon entrant's consent to receive such e-mails and consenting to do so will not increase your chances of winning.

2. Mail-in Method: During the Entry Period, you may enter the Sweepstakes by hand-printing your complete name, address, city, state and zip code, day and evening telephone number (including area code), date of birth and e-mail address (optional) on a 3"x5" postcard and mailing it in an envelope with proper postage affixed to: Herr's Chips and Doop Sweepstakes, 2501 Seaport Drive, Suite 500 Chester PA 19013 By mailing a postcard as directed, you will receive one (1) entry in the Sweepstakes. Sponsor may use e-mail addresses provided via the mail-in entry method (as applicable) for prize notification purposes only; however, eligibility to participate in the Sweepstakes is not dependent upon entrant's provision of this information. Mail-in entries must be postmarked by April 25, 2017 and received by Sponsor by April 29, 2017 to be eligible. Mail-in entries become the property of the Sponsor and will not be returned.

RANDOM DRAWING: The Submitters are the only eligible potential winner(s) of the Sweepstakes (each a "Winner" and collectively, the "Winners") will be selected by random drawing on the following dates from among all eligible entries received by the Sponsor. The decisions of Sponsor are final and binding on all matters relating to this Sweepstakes. Odds of winning depend on the total number of eligible entries received during the Entry Period.

Random Drawing Dates:

- April 18, 2017
- April 25, 2017
- April 30, 2017
- May 5, 2017
- May 9, 2017

PRIZES: Total Five (5) prizes are available to be awarded (each, a "Prize"). Each winner will receive:

- Union/Herr's prize pack (ARV: \$100)
- Total Prize ARV: \$100 each

Approximate Retail Value ("ARV") of Prize: **\$100**. Total ARV of all Prizes: \$500. Each winner is fully responsible for any and all applicable federal, state, and local taxes (including income and withholding taxes). All costs and expenses associated with Prize acceptance and use not specified herein as being provided, All Prize details are at Sponsor's sole discretion.

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The Prize is non-transferable and non-assignable, with no cash redemptions or substitutions except at Sponsor's sole and absolute discretion. Sponsor reserves the right to substitute the Prize (or portion thereof) with one of comparable or greater value, at its sole and absolute discretion.: MLS game, event, and exhibition dates and times are determined in the sole discretion of MLS and/or the applicable MLS club, as applicable, and may be subject to change. Exact seat locations will be determined by Sponsor. The terms and conditions of the tickets awarded as prizes will govern in the event a game, event or exhibition, as defined by MLS, is not played due to weather, an Act of God, an act of terrorism, civil disturbance, work stoppage or any other reason. Winner and his/her guest(s) agree to comply with all applicable stadium regulations in connection with the Prize. Sponsor and the applicable MLS Entities reserve the right to remove or deny entry to Winner and/or his/her guest(s) who engage(s) in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at any game, event or exhibition. Released Parties (as defined below) will not be responsible for weather, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other event that may cause the cancellation or postponement of any MLS game, event or exhibition.

NOTIFICATION: Each potential winner must continue to comply with the Official Rules. Winning is contingent upon fulfilling all requirements. Each Winner will be notified by e-mail, mail and/or telephone (in the sole discretion of Sponsor and/or the applicable MLS Entity, as applicable) by the Sponsor. In the event that any Winner does not respond to any such notification within three (3) days of the date of issuance, a disqualification will result, the Prize will be forfeited and, at Sponsor's sole discretion and time permitting, an alternate Winner may be chosen from among all remaining eligible entries. Each Winner may be required to submit his/her valid social security number (if applicable) and/or other identification to Sponsor and will be required to execute, have notarized and return an Affidavit of Eligibility and Release of Liability and, unless prohibited by law, Release of Publicity, within five (5) days of date of issuance. A disqualification will result, the Prize will be forfeited and, at Sponsor's sole discretion and time permitting, an alternate Winner may be randomly selected from among all remaining eligible entries if all required documents are not properly executed and returned within the specified period of time. Refusal or return of such documents as non-deliverable or Winner's noncompliance with these Official Rules will also result in disqualification and forfeiture of the Prize and, at Sponsor's sole discretion and time permitting, may cause an alternate Winner to be selected from among all remaining eligible entries.

WAIVER OF LIABILITY/PUBLICITY RELEASE: By participating in the Sweepstakes and submitting an entry, each entrant agrees to (i) be bound by these Official Rules, including all entry requirements, and (ii) waive any and all claims or cause of action against the Sponsor, the MLS Entities, and each of their respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers, representatives and advertising and promotion agencies, and any and all other companies associated with the Sweepstakes, and all of their respective officers, directors, employees, agents and representatives (collectively, "Released Parties") arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) interrupted or unavailable network, server, Internet Service Provider ("ISP"), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the Prize[s] or in any Sweepstakes-related materials, (b) incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes; (c) late, lost, stolen, incomplete, illegible, misdirected, damaged, garbled, delayed, or undelivered mail, inaccurate, postage-

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due or garbled entries, via e-mail or mail; (d) injury or damage to entrants' or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website; (e) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt of any prize (f) cancellation or postponement of any MLS game, event or exhibition; (. Each Winner, by acceptance of Prize, grants to Sponsor, the MLS Entities and each of their respective designees the right to publicize such Winner's name, address (city and state of residence), photograph, voice and/or other likeness and prize information in any and all media now known or hereafter devised, throughout the world, in perpetuity, without additional compensation or consideration, notification or permission, unless prohibited by law.

GENERAL CONDITIONS: Entries generated by a script, macro or other mechanical or automated means or by any means which subvert the entry process will be disqualified. Persons who tamper with or abuse any aspect of the Sweepstakes or website or attempt to undermine the legitimate operation of the Sweepstakes by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or Sponsor's representatives or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Any attempt to deliberately damage the content or operation of this Sweepstakes is unlawful and subject to legal action by the Sponsor, the MLS Entities and/or their respective agents. Sponsor and the MLS Entities shall have the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the Sweepstakes, and to resolve all disputes in their sole discretion. Released Parties (i) make no warranty, guaranty or representation of any kind concerning any Prize, and (ii) disclaim any implied warranty. All disputes will be resolved under applicable U.S. laws in the County of New York, state of New York without giving effect to choice of law or conflicted law principles (whether of the state of New York, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of New York. Sponsor's failure to enforce any terms of these Official Rules shall not constitute a waiver of that provision.

The Sponsor and the MLS Entities, as applicable, reserve the right, in their sole discretion, to cancel or suspend the Sweepstakes for any reason, including should virus, bugs, unauthorized human intervention, or other causes corrupt the administration, security, fairness, integrity or proper operation of the Sweepstakes. In the event of cancellation, Sponsor may elect to identify the Winners and award the Prizes by way of random drawing from among all non-suspect, eligible entries received up to the time of such cancellation.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND MLS WILL DISQUALIFY ANY SUCH ENTRANT AND SPONSOR AND THE MLS ENTITIES RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.

All online entries must include a valid e-mail address for the entrant. In case of multiple entries received from any person or e-mail address or household, only the first entry received from such person, e-mail address or household will be considered. In the event of a dispute as to the identity or eligibility of a Winner based on an e-mail address, the winning entry will be declared made by the "Authorized Account Holder" of the e-mail address submitted at the time of entry provided he/she is eligible according to these Official Rules. The "Authorized Account Holder" is defined as the natural person to whom the applicable ISP or other organization (such as a business or educational institution) has assigned the e-mail address for the domain associated with the submitted e-mail address. Sponsor reserves the right to modify these

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Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.

WINNERS' LIST: For a list of Winners (available after May 9, 2017), mail a self-addressed stamped envelope to: Herr's Chips and Doop **Winners' List 2501 Seaport Drive, Suite 500 Chester PA 19013**. Winners' list requests must be received by November 30, 2017.

SPONSOR: Herr Foods, Inc. 20 Herr Drive, Nottingham, PA 19362