

## OFFICIAL RULES

### 2027 sofi™ Awards

#### SPONSOR

The 2027 sofi™ Awards (the “**Contest**”) are sponsored by Specialty Food Association, Inc., 136 Madison Ave, New York, NY 10016 (“**Sponsor**”).

#### ENTRANT ELIGIBILITY

The Contest is open to Specialty Food Association Tier 2, product-qualified member companies that have no outstanding dues payments at the time of entry (each, an “**Eligible Member**”).

To submit an Entry (defined below) into the Contest on behalf of an Eligible Member, you must be (i) an authorized employee of an Eligible Member and (ii) 18 years or older or above the age of majority in your jurisdiction of residence (whichever is greater) as of the date of entry. Employees of Sponsor, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers (collectively the “**Employees**”), and immediate family members of and/or those living in the same household as Employees are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

#### AGREEMENT TO OFFICIAL RULES

By submitting an Entry on behalf of an Eligible Member, you represent that both you and the Eligible Member (i) meet the eligibility requirements, (ii) agree to comply with these Official Rules, and (iii) agree to accept the decisions of Sponsor and its designees as final and binding on all matters related to the Contest. Further, you acknowledge that you are entering the Contest on behalf of the Eligible Member and for the chance to win a prize to be enjoyed by the Eligible Member, as opposed to you, individually. By entering, you acknowledge that [a] these Official Rules and the decisions of the Sponsor are binding on you, individually, and the Eligible Member and [b] that the Eligible Member has full knowledge of your actions and has authorized you to submit an Entry into the Contest and agree to these Official Rules on its behalf. Unless context requires otherwise, the term “Entrant” in these Official Rules shall encompass both the Eligible Member as the owner of the Entry and you, individually, as the person entering the Contest and agreeing to these Official Rules on its behalf.

#### CONTEST PERIOD

The Contest entry period begins at 12:00 AM Eastern Time (“**ET**”) on June 22, 2026, and ends at 11:59 PM ET on July 31, 2026 (the “**Contest Period**”). Sponsor’s computer or that of its designee shall serve as the official time keeping device for the Contest.

#### PRODUCT ELIGIBILITY & CATEGORIES

Entrants may submit food and beverage products currently manufactured by the Eligible Member to be judged in the Contest. Eligible Members that are not product manufacturers may also enter the Contest, subject to the paragraph immediately below. All product

submissions must comply with the product eligibility requirements in these Official Rules (such products being “**Eligible Products**”).

**Non-Manufacturer Entries:** An Eligible Member that is not a manufacturer, but is instead a distributor, broker, importer, or incubator kitchen (or similar), may submit food and beverage products with which the Eligible Member has a commercial relationship (e.g., products the Eligible Member distributes, imports, etc.) (such entries being “**Non-Manufacturer Entries**”); provided, however, that the Eligible Member must obtain from the manufacturer of the product a representation in writing that the manufacturer (i) consents to the Eligible Member entering its product into the Contest and (ii) agrees to be bound by these Official Rules in all matters related to the Contest. The Eligible Member must be prepared to provide evidence of the same to Sponsor upon request. **The same product may not be submitted by two separate entities.** In the event of a dispute between two Eligible Members (e.g., a manufacturer and a distributor), the manufacturer shall have priority in terms of submitting the product. For Non-Manufacturer Entries, the Eligible Member who enters the product will be considered the “Entrant” for purposes of the Contest and these Official Rules, with the exception that the branding rights portion of any prize awarded to a Non-Manufacturer Entry will be extended to the manufacturer as well as the Entrant.

The following additional eligibility requirements apply to products submitted to the Contest:

- All products must qualify for one of the twenty-five (25) product categories set forth [here](#) (each, a “**Product Category**”). As described below, except for the Outstanding Packaging Design Award, each Eligible Product will compete against the other Eligible Products in its Product Category. A single Eligible Product is allowed to compete within only one (1) Product Category.
- All products must have been introduced for sale in the 50 United States, DC, or Puerto Rico prior to the start of the Contest Period. Products still in the research and development phase or otherwise not on the market by the beginning of the Contest Period are not eligible.
- Any product that won a Gold Award in any category at the 2026 Sofi Awards is not eligible.
- Pet food, foods containing CBD or THC, non-food items, and nutritional/health supplements (i.e., any product taken orally that contains one or more ingredients, such as vitamins or amino acids, that are intended to supplement one’s diet and are not considered food) are not eligible.

All determinations regarding product eligibility will be made by Sponsor in its sole discretion.

## **HOW TO ENTER**

To enter a product into the Contest, Entrants must do the following during the Contest Period:

1. Complete the online entry form available at [www.specialtyfood.com](http://www.specialtyfood.com) (the “**Entry Form**”);
2. Submit the entry fee as directed when completing the entry form.

3. Print the invoice generated upon completion of the entry form.
4. Ship the required product samples with the printed invoice in accordance with the Shipping Requirements (defined below).

**Product Category Selection:** The Entry Form will require the Entrant to select the Product Category in which the Eligible Product in question will compete. If Sponsor determines that an Entrant has selected the incorrect Product Category, Sponsor shall have the right to reassign the Eligible Product to a different Product Category, in which case Sponsor will notify the Entrant of the change at the email address provided in the Entry Form. Sponsor shall have sole discretion concerning the proper categorization of Eligible Products.

**Product Samples:** Entrants must submit sufficient samples of each product entry for 25 small tasting samples. **The samples must have an expiration date of no earlier than October 11, 2026.** Entrants are responsible for ensuring that sufficient product samples are submitted. All product samples must be submitted in accordance with the Shipping Requirements. Any excess product samples not needed for judging will be dispensed with as Sponsor sees fit. If the product samples must be prepared or cooked, Entrant must provide (i) all necessary materials (excluding utensils and other kitchenware) and (ii) detailed instructions for preparation/cooking. The samples will be prepared/cooked according to the instructions by a team of professionals at the Rutgers Food Innovation Center prior to judging. Marinades, sauces, spice rubs, and other products of this nature will be served on a protein (e.g., chicken or tofu) prepared by the professionals. Entrants do not need to provide the protein or instructions for preparing the protein; the choice of protein will be determined by Sponsor or its designee.

Entrants may elect on the Entry Form to have their products considered for the Outstanding Packaging Design Award. To be considered, the Entrant must supply one additional sample product in its finished retail packaging, *i.e.*, in the packaged, jarred, or boxed form in which it is actually sold to purchasers. This sample must be labeled in a manner clearly indicating that it is intended for Outstanding Packaging Design Award consideration.

**Shipping Requirements:** Entrants must submit their product samples in accordance with the following requirements (“**Shipping Requirements**”). All product samples must be shipped to the following address:

RUTGERS FOOD INNOVATION CENTER-SOUTH  
ATTN: 2027 SOFI AWARDS  
450 East Broad Street  
Bridgeton, NJ 08302-2849

**All product samples must arrive between August 3, 2026, and August 31, 2026. Sponsor recommends that Entrants arrange for the samples to arrive Tuesday through Thursday, as this will increase the likelihood that the samples will be received and, if needed, refrigerated/frozen by the Rutgers Food Innovation Center. The exterior of the shipment packaging for all samples must be clearly labeled with (i) “SOFI 2027” and (ii) any of the following that apply: [a] “PERISHABLE”, [b] “KEEP FROZEN”, and [c] “KEEP REFRIGERATED.” All frozen products must be shipped with dry ice. All refrigerated products must be shipped with frozen ice packs, which will not be returned.**

It is the Entrant's responsibility to ensure that the shipment arrives by the deadline and within the parameters set forth above. Due to the high volume of products received, Sponsor will not have the capacity to track Entrant's shipment. Sponsor will not be responsible for reshipping or forwarding the shipment if sent to the wrong address. Sponsor is not responsible for any products that are lost, damaged, stolen, or spoiled during shipment or otherwise prior to Sponsor's receipt of the products, including if any of the foregoing occurs due to the products arriving on days other than Tuesday, Wednesday, or Thursday (as noted above, we cannot guarantee that products arriving on those days will be received or refrigerated/frozen in a timely manner). It is the Entrant's responsibility to ensure that its product samples will stay fresh until **October 11, 2026**, provided that they are treated in accordance with the refrigeration/freezing instructions, if any. Sponsor reserves the right to disqualify any Entry that is not compliant with the Shipping Requirements.

All components of a product entry, including the Entry Form, the entry fee, product samples, and any required instructions, shall be referred to herein as an "**Entry**." Each Eligible Product that an Entrant wishes to submit requires a separate Entry. There is no limit on the number of Entries that may be submitted by an Entrant, provided that each Entry represents a separate product. Once submitted, an Entry may not be changed, altered, or deleted. Entries will not be returned. Entries generated by script, macro, or other automated means are void. Entrants must not engage in any violent, dangerous, or illegal behavior in creating an Entry. Entries must not contain inappropriate content. Entries that do not include all required information and do not adhere to the entry requirements in these Official Rules or are deemed to be inappropriate or not in keeping with Sponsor's image may be disqualified, all as determined in Sponsor's sole discretion.

## **JUDGING**

**FINALISTS & GOLD AWARDS:** During September and October 2026, all eligible Entries will be judged by a panel of judges at the Rutgers Food Innovation Center (the "**Initial Judging Round**"). The judges will work independently to blindly evaluate each product. Products will be evaluated based on the criteria set forth below (the "**Judging Criteria**"):

- **TASTE (60% of Overall Score).** To determine the product's score for this criterion, the following specific factors will be considered:
  - **Flavor:** How pleasant are the taste and aftertaste of the product?
  - **Appearance:** Is the product aesthetically appealing?
  - **Texture:** How is the consistency and mouthfeel?
  - **Aroma:** Does the aroma positively impact the overall experience?
- **INGREDIENT QUALITY (20% of Overall Score).** To determine the product's score for this criterion, the following specific factors will be considered:
  - **Additives or Artificial Ingredients:** Are there any unnecessary additives or artificial ingredients in the product or involved in its manufacture?

- **Creativity:** Are there any unexpected ingredients being used, or are common ingredients being used in unexpected ways? Is the overall result a positive, creative experience?
- **INNOVATION (20% of Overall Score).** To determine the product's score for this criterion, the following specific factors will be considered:
  - **Unexpected culinary experience:** Does the product offer something unexpected in terms of taste profile, flavor combination, use of ingredients, or a new twist or spin on a classic.
  - **Creativity:** Is there an unexpected aspect to the product recipe, formulation, or manufacturing process that makes the product healthier and/or more sustainable?
  - **On trend:** Is the product designed in a way that is “on trend” with changing consumer preference and evolving industry trends?

Each judge will score each product between 1 and 5 points for each criterion (i.e., Taste, Ingredient Quality, and Innovation), taking into consideration the factors for each criterion set forth above (the factors themselves will not receive individualized scores). Each judge's scores for the criteria will then be weighted according to the percentages set forth above to determine that judge's score for the product. For each product, the scores of all judges will be averaged to determine the product's overall score (the “**Overall Score**”). The six (6) Entries that receive the highest Overall Scores in each Product Category in the Initial Judging Round will be selected as the Gold Award semi-finalists (for a total of one hundred and fifty (150) semi-finalists) and will proceed to the Second Judging Round (defined below). All other Entries will be eliminated from contention.

The Gold Award semi-finalists will then be judged by a panel of twelve (12) specialty food buyers (the “**Buyer Panel**”) selected by Sponsor (the “**Second Judging Round**”). Each member of the Buyer Panel will individually evaluate and score the Entries using the same Judging Criteria and process as the judges in the Initial Judging Round. The three (3) Entries that receive the highest Overall Scores in each Product Category in the Second Judging Round will be selected as the Gold Award finalists, for a total of seventy-five (75) finalists. The finalist receiving highest Overall Score in each Product Category will receive the Gold Award, for a total of twenty-five (25) Gold Award winners.

**GRAND HONOR AWARDS:** In addition to the Gold Awards, winners will be selected for the following five (5) Grand Honor Awards: (1) the Product of the Year—Food Award, (2) the Product of the Year—Beverage Award, (3) the Outstanding New Product Award, (4) the Timeless Taste Award, and (5) the Outstanding Packaging Design Award. The first four (4) Grand Honor Awards just referenced will be selected as follows:

- The Gold Award winner receiving the highest Overall Score across all food Product Categories in the Second Judging Round will be selected as the winner of the **Product of the Year—Food Award**.

- The Gold Award winner receiving the highest Overall Score across all beverage Product Categories in the Second Judging Round will be selected as the winner of the **Product of the Year—Beverage Award**.
- The Gold Award semi-finalist receiving the highest Overall Score across all Product Categories in the Second Judging Round that was introduced to market between June 15, 2024, and June 15, 2025, will be selected as the winner of the **Outstanding New Product Award**. If none of the Gold Award semi-finalists were introduced to market between June 15, 2024, and June 15, 2025, then the Gold Award semi-finalist that was introduced to market most recently will be selected as the winner of the Outstanding New Product Award.
- The Gold Award semi-finalist receiving the highest Overall Score in the Second Judging Round that was introduced to market at least ten (10) years prior to the start of the Contest Period will be selected as the winner of the **Timeless Taste Award**. If none of the Gold Award semi-finalists were introduced ten or more years prior to the beginning of the Contest Period, then the Gold Award semi-finalist that was introduced to market the earliest will be selected as the winner of the Timeless Taste Award.

**Outstanding Packaging Design Award:** Entries competing for the Outstanding Packaging Design Award will be judged by Andy Kurtts, the Creative Director at Buttermilk Creative (the “**Packaging Judge**”), according to the following criteria:

- **FUNCTIONAL DESIGN AND USABILITY (50% of Overall Score).** To determine the product’s score for this criterion, the following specific factors will be considered: (a) practicality, (b) user-friendly features, and (c) innovation.
- **BRAND COMMUNICATION AND INFORMATION (50% of Overall Score).** To determine the product’s score for this criterion, the following specific factors will be considered: (a) clarity and visibility, (b) brand identity, and (c) visual impact.

The Packaging Judge will evaluate and score the Entries applying the same process used for the Initial Judging Round, except for the different judging criteria. The three (3) Entries with the highest Overall Scores across all Product Categories will be selected as the Outstanding Packaging Design Award finalists. The finalist with the highest Overall Score will be selected as the winner of the Outstanding Packaging Design Award. For clarification, judging for this award is independent of the judging conducted in the Initial Judging Round and Second Judging Round. An Entry’s performance in the Initial Judging Round or Second Judging Round has no bearing on its eligibility for or chance to win the Outstanding Packaging Design Award.

**Minimum Score Requirement:** Notwithstanding any other provision in these Official Rules, to be selected as a semi-finalist or finalist for or winner of any award in the Contest, the Entry must have a minimum Overall Score of 3.50 (the “**Minimum Score Requirement**”). If not enough or no Entries meet the Minimum Score Requirement in a particular Product Category, there may, in practice, be fewer than the maximum number of semi-finalists, finalists, and winners provided for in these Official Rules. More generally, if at any time during the Contest Period, judging, or any

time thereafter, Sponsor determines that not enough or no eligible Entries exist, Sponsor may, in its sole and exclusive discretion, decide to terminate or modify the Contest (or any part thereof) in any equitable manner that Sponsor deems appropriate in its sole and exclusive discretion, including by not awarding any one or more of the prizes set forth in these Official Rules.

**Ties:** In the event of a tie between two or more products during the Initial Judging Round or Second Judging Round, the tie will be broken by reference to the relevant Entries' scores on the Taste criterion. In the event of a tie between two or more products during judging for the Outstanding Packaging Design Award, the tie will be broken by reference the relevant Entries' scores on the Functional Design & Usability criterion.

### **A SINGLE ENTRY IS ELIGIBLE TO WIN ONLY ONE (1) GRAND HONOR**

**AWARD.** In the event that the Overall Scores received by a single Entry would otherwise result in the Entry winning more than one (1) Grand Honor Award, that Entry will receive the Grand Honor Award with highest numerical ranking from the following list, where (1) is the highest numerical ranking and five (5) is the lowest: (1) Product of the Year—Food Award; (2) Product of the Year—Beverage Award; (3) Outstanding New Product Award; (4) Outstanding Packaging Design Award, and (5) Timeless Taste Award. Any Grand Honor Award(s) that an Entry does not receive due to this rule will instead go to the applicable Entry receiving the next highest Overall Score. To illustrate, if the same Entry receives an Overall Score that would otherwise entitle it to both the Product of the Year—Food Award and the Outstanding Packaging Design Award, that Entry will be selected as the winner of the Product of the Year—Food Award and the Entry receiving the next highest Overall Score in judging for the Outstanding Packaging Design Award shall receive that award.

### **PRIZES**

The prize for each award is set forth below:

- **Finalists.** The finalists for Gold Award and the Outstanding Packaging Design Award will each receive the following prize:
  - Promotion of the winning product (i) at the Winter FancyFaire\* in January 2027, (ii) in online galleries at [www.specialtyfood.com](http://www.specialtyfood.com), (iii) on SFA social media sites, and (iv) in an SFA press release.
  - Rights to promote the winning product as a soft Awards finalist on packaging and marketing materials, plus a branding toolkit to help winners promote the product.
- **Gold Awards.** The Gold Award winners will each receive the following prize:
  - Promotion of the winning product (i) at the Winter FancyFaire\* in January 2027, (ii) in online galleries at [www.specialtyfood.com](http://www.specialtyfood.com), (iii) on SFA social media sites, and (iv) in an SFA press release.

- Branding rights to use the Gold Award logo on packaging and marketing materials for the winning product, plus a branding toolkit to help winners promote the product.
- The Gold Award trophy.
- **Grand Honor Awards (except Outstanding Packaging Design Award).** The Product of the Year Award—Food, Product of the Year Award—Beverage, Outstanding New Product Award, and Timeless Taste Award winners will each receive the following prize:
  - Promotion of winning product (i) at the Winter FancyFaire\* in January 2027, (ii) in online galleries at [www.specialtyfood.com](http://www.specialtyfood.com), (iii) on SFA social media sites, and (iv) in an SFA press release.
  - Branding rights to use the Grand Honor Award logo on packaging and marketing materials for the winning product, plus a branding toolkit to help winners promote the product.
  - The Grand Honor Award trophy.
- **Outstanding Packaging Design Award:** The Outstanding Packaging Design Award winner will receive the following prize:
  - Promotion of winning product (i) at the Winter FancyFaire\* in January 2027, (ii) in online galleries at [www.specialtyfood.com](http://www.specialtyfood.com), (iii) on SFA social media sites, and (iv) in an SFA press release.
  - Branding rights to use the Outstanding Packaging Design Award logo on packaging and marketing materials for the winning product, plus a branding toolkit to help winners promote the product.
  - The Outstanding Packaging Award trophy.

All prizes may be subject to taxation pursuant to IRS rules. Any specifics of the prize not expressly detailed in these Official Rules shall be solely determined by Sponsor. No cash or other prize substitution shall be permitted, provided, however, that Sponsor reserves the right to substitute any prize (or prize component) with another prize (or prize component) of equal or greater value if the prize/component is not available for any reason, as determined by Sponsor in its sole discretion. Prizes are nontransferable; no transfer/assignment of a prize to others by a winner is permitted. Any and all prize-related expenses, including any and all federal, state, and/or local taxes, shall be the sole responsibility of the winning Eligible Member.

## **WINNER NOTIFICATION/ANNOUNCEMENT**

On or about October 16, 2026, the Gold Award and Outstanding Packaging Design Award finalists will be notified via email at the email address provided in their Entry Forms. All

finalists must maintain their selection confidentially until SFA publicly announces the finalist selections.

To accept the selection as a Gold Award and/or the Outstanding Packaging Design Award finalist, an authorized representative of the Eligible Member will be required to respond to Sponsor's notification within **THREE BUSINESS DAYS** after transmission of the aforementioned message. Subsequently, the Entrant may receive additional prize claim instructions by mail and/or email and may be required to complete, sign, have notarized, and return additional documentation, including an Affidavit of Eligibility/Liability Release. All requested documentation and information must be returned to Sponsor within the time period specified at the time of finalist notification or in subsequent communications. **Further, as a condition of finalist status—and, therefore, being eligible for a Gold Award or Grand Honor Award—Entrants must agree to provide additional product samples to Sponsor for use at the 2027 Winter FancyFaire\*. These samples shall include: (a) additional product samples for tasting purposes, and (b) samples of the product in its finished retail packaging for display purposes. Sponsor will provide Entrants with detailed instructions regarding shipping requirements and the specific quantities of each type of sample to be provided.**

Winners of the Gold Awards and Grand Honor Awards will be announced live at the 2027 Winter FancyFaire\*, which will be held from January 17-19, 2027, in San Francisco, California. Finalists are not required, but are strongly encouraged, to attend the 2027 Winter FancyFaire\* to be present for the live announcement of the Gold Award and Grand Honor Award winners. Gold Award and Grand Honor Award winners may also be required to comply with certain prize claim and documentation requirements after the announcement of these award winners at the 2027 Winter FancyFaire\*, as determined by Sponsor in its sole discretion.

For all selected finalists and winners (regardless of award), disqualification, prize forfeiture, or forfeiture of finalist status, and the selection of an alternate potential winner or alternate potential finalist may result from any of the following: [a] Entrant's failure to respond to a notification from Sponsor in the time specified in these Official Rules or in the notification; [b] the failure of notification due to deactivation of the email account provided on the Entrant's entry form prior to receipt of notification; [c] Entrant's failure to provide Sponsor with satisfactory proof of eligibility; [d] Entrant's failure to complete and return required documents or information by the date specified in any communications from Sponsor; [e] failure to comply with any instructions provided by Sponsor associated with claiming a prize or accept finalist status, or [f] any other noncompliance with these Official Rules.

## **INTELLECTUAL PROPERTY RIGHTS**

**Warranty:** By entering the Contest, Entrants represent and warrant that their Entries are their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted Entry or, if submitting the entry on behalf of another party, that they have obtained all required permissions and consents to submit the Entry and grant the licenses to Sponsor required herein. Each Entrant agrees not to submit any Entry that infringes any third-party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights, or any other rights, including copyright, trademark, patent, trade secret, privacy, publicity, and confidentiality obligations. The Eligible Member shall indemnify, defend, and hold harmless the Released

Parties (defined below) from and against any suit, proceeding, claims, liability, loss, damage, costs, or expense, including attorneys' fees, which Sponsor may incur, suffer, or be required to pay due to the Entry's infringement or suspected infringement of any third-party rights.

**License/Publicity:** Entrants shall retain ownership of all intellectual property rights they have in their Entries (including moral rights). However, by entering the Contest and/or accepting a finalist selection, award, or prize, and to the extent allowed by law, Entrant grants Sponsor a non-exclusive, sub-licensable, perpetual, worldwide, royalty-free license to copy, reproduce, adapt, publish, exploit, and otherwise use the Entry throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation.

Further, by entering the Contest, Entrants understand and agree that Sponsor and anyone acting on behalf of Sponsor, including Sponsor's affiliates, licensees, assigns promotional partners, developers and third party marketing entities, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the world, without limitation, any information, images, or other media about or associated with the Entrant and its employees, including any name, portrait, picture, voice, likeness, image, statements about the Contest, company/biographical information, and Entry information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review or consent by Entrant or any other party.

## **CONDUCT**

Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right, in its sole discretion, to disqualify any Entrant suspected of tampering with the entry process or the operation of the Contest; to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be (i) unsportsmanlike, disruptive, or not in keeping with Sponsor's image or (ii) with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THE CONTENT OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

## **GENERAL CONDITIONS/LIABILITY RELEASE/DISCLAIMER OF WARRANTIES**

By entering the Contest, each Entrant agrees: (a) to be bound by these Official Rules and any other documents required by Sponsor and by the decisions of the Sponsor, and to waive any right to claim ambiguity in this Contest, the Official Rules, or any other documents required by Sponsor; (b) to indemnify, defend, and hold harmless Sponsor and its parent companies, affiliates, subsidiaries and agencies and each of their employees, officers, directors, shareholders, representatives, and agents (collectively, "**Released Parties**") from and against any and all liability, claims, losses, damages, demands, causes of action, penalties and expenses arising out of

or related to any statement, action, or failure to act by Entrant during or in connection with the Entrant's participation in the Contest, the acceptance, possession, misuse or use of any prize (including any travel or activity related thereto), or any breach or alleged breach of these Official Rules or of any other documents required by Sponsor and; (c) not to sue and to hereby irrevocably and unconditionally release, discharge and hold harmless the Released Parties from any and all liabilities, claims, and demands of any kind or nature whatsoever, in law or equity, whether known or unknown, which entrant (or entrant's successors-in-interest, heirs and/or agents) ever had, now have, or in the future may have against the Released Parties, including claims arising out of or related to personal injury (including death) and/or damage, theft, loss, or any other harm, resulting in whole or in part, directly or indirectly, from (i) participation in the Contest or any Contest-related activity, (ii) the acceptance, possession, misuse or use of any prize (including any travel or activity related thereto), (iii) the use of any of the rights granted herein, (iv) any error in the collection or retention of Entry information, and (v) any typographical or other error in the printing, offering or announcement of any prize. The Released Parties are not responsible for (i) lost, late, stolen, damaged, illegible, misdirected, or incomplete Entries or (ii) typographical or system/human errors and failures which may limit an Entrant's ability to participate or win a prize.

WITHOUT LIMITING THE FOREGOING, AND EXCEPT WHERE PROHIBITED BY LAW, EVERYTHING REGARDING THIS CONTEST, INCLUDING THE PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

#### **ABILITY TO TERMINATE/MODIFY**

If the Sponsor, in its sole discretion, determines that the Contest or any portion thereof is impractical, fraudulent, void, or unlawful, or that there are any technical or administrative malfunctions, errors, or any other issues or concerns that affect the structure, terms, or proper administration of the Contest (including those due to disease, epidemic, or pandemic), Sponsor may terminate, cancel, or modify the Contest, in whole or in part, all in its sole discretion and without liability or obligation of any kind of any Entrant.

#### **DISPUTES**

Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest, these Official Rules, or any prize awarded shall be submitted to JAMS for binding arbitration under its rules then in effect, in the State of New York, without resort to any form of class action, before one arbitrator to be mutually agreed upon by both parties, with the parties agreeing to share equally in the arbitration costs; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental, or consequential damages or any other damages other than for actual out-of-pocket expenses and any and all rights to have damages multiplied or otherwise increased.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules (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.

**PRIVACY:** Information collected from entrants is subject to Sponsor's Privacy Policy, available at <https://www.specialtyfood.com/specialty-food-association/about-us/privacy-policy/>.

**WINNERS LIST:** For a complete list of winners, please contact Sponsor at [sofiawards@specialtyfood.com](mailto:sofiawards@specialtyfood.com), by no later than December 31, 2027.

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Any third-party trademarks mentioned herein are the property of their respective trademark owners. The use or mention of such third-party trademarks in these Official Rules or in the Contest is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Contest.