McKee Foodservice The Snack Cakes of Summer Giveaway

("Official Rules")

The McKee Foodservice Sweet Tidings Giveaway (the "Giveaway") is sponsored by McKee Foods Corporation with offices located at 10260 McKee Road, Collegedale, TN 37315 ("Sponsor"). Sponsor, its subsidiaries and affiliates, and any other companies or agencies associated with the Giveaway (such as advertising, promotion, fulfillment or judging agencies or third-party prize suppliers), together hereinafter will be referred to as the "Giveaway Entities." Participation in the Giveaway constitutes the entrant's ("you" or "your") full and unconditional agreement to and acceptance of these Official Rules, including the decisions and interpretations of Sponsor and/or the judges, which are final and binding on all matters relating to the Giveaway.

1. **NO PURCHASE IS NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. ALL APPLICABLE FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED BY LAW.** Maximum one (1) entry per person during the Giveaway Period (as defined below).

2. **Giveaway Dates:** The Giveaway begins on Wednesday, June 3, 2026 at 2:00 PM Eastern Time ("ET") (the "Giveaway Start Date") and ends on Monday, August 1, 2026 at 11:59 AM ET (the "Giveaway End Date"). Sponsor's designated computer is the official time clock for the Giveaway. The period from the Giveaway Start Date through the Giveaway End Date is referred to as the "Giveaway Period."

3. **Who Can Enter:** The Giveaway is open to all legal residents of the contiguous United States and the District of Columbia who are at least eighteen (18) years or older (nineteen (19) years or older for Alabama and Nebraska residents) at the time of entry. Employees of the Giveaway Entities and their immediate family members (defined as parents, parents-in-law, children, siblings and spouse (including common law), regardless of where they reside) are ineligible to enter the Giveaway or to win the Giveaway Prizes (as defined below). Any other persons with whom such employees are domiciled are also ineligible to enter the Giveaway or to win the Giveaway Prizes.

4. **How to Enter:** During the Giveaway Period, you may enter this Giveaway by visiting https://mckeefoodservice.com/resources/promotional-offers (the "Website") and following the Website's instructions. You must complete the entry form with all required information (which will include your full name, email, address, city, country and state of residence, zip code and telephone number) on the entry form submission page, agree to these Official Rules and certify your age.

6. **Limitations on Entry:** There is a limit of one (1) entry per person during the Giveaway Period Only one (1) email address may be used per entrant. If more than one (1) entry is received from an entrant during such period, only the first entry will be included and later entries for the sharing method in question will be disqualified. Each potential Prize Winner (as defined below) may be required to provide valid and legal proof of identification. Use of any automated system to participate in the Giveaway or subvert the entry process is prohibited and will result in disqualification and all associated entries will

be void. Giveaway Entities will not be responsible for incomplete, inaccurate, late, or stolen entries or for failure to receive entries due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with sender or Sponsor 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 Giveaway, including, without limitation, errors or difficulties which may occur in connection with the administration of the Giveaway, the processing of entries, the announcement of the Prizes (as defined below) or in any Giveaway-related materials. In the event of a dispute over the ownership of an entry, entries will be deemed to have been submitted by the owner of the ISP account from which they were sent. For these purposes, an ISP account holder shall mean the natural person(s) assigned to such ISP account by the Internet access provider, online service provider or other organization responsible for assigning ISP addresses for the domain associated with such ISP account. Any questions regarding the number of entries submitted or the owner of an ISP account shall be determined by Sponsor in its sole discretion, and Sponsor reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the Giveaway. The Giveaway is in no way sponsored, endorsed, administered by, or associated with Twitter.

7. Selection of Winner: Within five (5) business days after the end of the Giveaway Period, Sponsor will randomly select one (1) winner to win a Grand Prize (the "Grand Prize Winner") from all eligible entries received during the Giveaway Period.

All decisions concerning the Prizes are solely within the discretion of Sponsor. Odds of winning depend upon the number of eligible entries received.

Prize Details:

Grand Prize: One (1) Grand Prize consisting of (i) two (2) cases of McKee Foodservice products, (1) Little Debbie T Shirt and (1) pair of Oatmeal Creme Pie Socks.

Taxes, if any, on Prizes are the responsibility of the Prize Winners. An IRS 1099 will be issued where required. Prizes are non-transferable, non-exchangeable, have no cash value (unless required by law), and cannot be substituted or replaced if destroyed, lost, mutilated, stolen, forfeited or not used. Sponsor makes no warranties concerning the Prizes. Sponsor reserves the right to substitute alternative prizes or prize elements of greater or equal value, or to not award any Prize at all, if for any reason any Prize becomes unavailable due to supply shortage, shipping or manufacturing delays, failures, closure, health and safety advisories, overcapacity, travel cancellation or delay, governmental action or other circumstances. Any difference between the stated ARV and the actual ARV will not be awarded.

In addition to the terms above regarding substitution of Prizes and Prize elements, entrants acknowledge and agree that due to COVID-19 or similar circumstances beyond the Giveaway Entities' reasonable control, the Prizes may not be awardable, and in addition to the substitution rights of Sponsor above, Sponsor may (but is not obligated to) substitute a different experiential prize with different components which may or may not be similar or different to the Prizes described in these Official Rules, and at an

undetermined time and place (which alternate experiential prize is also subject to further substitution or change due to such circumstances), and which may be of a lesser value than the announced value of the original Prizes, and any difference in value shall not be redeemable in cash or other consideration, and entrant shall have no claim to any such difference in value.

8. Awarding of Prizes:

If you have won a Prize, you will be contacted within two (2) weeks after the end of the Giveaway Period by mail or electronic mail, using the contact information provided on your online entry form, to confirm your entry and eligibility. Prize Winners will be randomly selected from all eligible entries received during the Giveaway Period.

If any Prize Winner does not meet all eligibility requirements, has not complied with these Official Rules, cannot be contacted, does not respond within seven (7) days from the date Sponsor first tries to notify him/her, and/or if the Prize or Prize notification is returned as undeliverable, such Prize Winner forfeits all rights to claim or receive the Prize and an alternate winner will be selected, time permitting.

All decisions concerning the Prizes are solely within the discretion of Sponsor. Odds of winning will depend upon the number of eligible entries received.

By accepting a Prize, the Prize Winner acknowledges compliance with these Official Rules. PRIZES ARE AWARDED AS IS AND WITHOUT CONDITION, WARRANTY, GUARANTEE OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

9. Privacy: All entrants shall be subject to and protected by the Privacy Policy on the McKee Foods Corporation website, available online at https://mckeefoods.com/101/privacy-policy (the "Privacy Policy"). By entering the Giveaway, you acknowledge that you have read and understand the Privacy Policy and you agree to its terms.

10. Publicity: Acceptance of a Prize constitutes permission for the Giveaway Entities to use each Prize Winner's name, likeness, photo, voice and comments for advertising and promotional purposes worldwide in any media without limitation and without additional compensation unless prohibited by law.

11. Disqualification: The following are prohibited and will result in automatic disqualification from the Giveaway: (1) using any method that artificially increases odds of winning, including without limitation internet bots, web robots, www robots or any other type of bots; (2) non-compliance with these Official Rules; and (3) any other act that the Giveaway Entities determine, in their sole discretion, jeopardizes the integrity of the Giveaway.

12. Release of Liability: By entering the Giveaway, each entrant (a) agrees to be bound by

these Official Rules and the decisions of Sponsor or its designees, which shall be final and (b) agrees to release and to hold the Giveaway Entities, and their respective parents, shareholders, directors, officers, employees, representatives, agents, affiliates, subsidiaries, and legal advisors, and Twitter, harmless against any and all claims, losses, rights, liabilities and damages, and actions of any kind arising out of their participation in the Giveaway and/or the acceptance and use of any Prize, including, but not limited to, arising out of travel to or from or attendance at any attraction. The foregoing release includes, but is not limited to, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy. Under no circumstances shall any of the Giveaway Entities, have any liability or responsibility for: (1) incorrect or inaccurate entry information, or faulty, failed, garbled or jumbled electronic data transmissions; (2) any unauthorized access to or theft, destruction or alteration of entries at any point; (3) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the Giveaway; (4) inaccessibility or unavailability of the Internet or a Giveaway site or any combination thereof; (5) any injury or damage to a participant's or to any other person's computer, tablet, mobile device or other electronic device that may be related to or result from any attempt to participate in the Giveaway or download any materials in the Giveaway; or (6) any typographical error or other error in these Official Rules or in any other communication relating to the Giveaway. All entries become the property of Giveaway Entities.

13. **Arbitration/Choice of Law:** Except where prohibited by law, participants agree that any and all disputes, claims and causes of action arising out of or connected with this Giveaway shall be resolved exclusively by arbitration in Richmond, Virginia pursuant to the Commercial Arbitration Rules of the American Arbitration Association then effective, and any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred by entrant with regard to this Giveaway, excluding in all events attorneys' or other related fees and punitive, exemplary, incidental, consequential or other damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these 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 Virginia, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Virginia or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision so long as the general intent of these Official Rules remains in effect. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained therein.

14. **General Terms and Conditions:** Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to this Giveaway. This Giveaway is void where prohibited by law. The Giveaway is subject to all applicable federal, state, and local laws and regulations. Winning the Prize is contingent upon fulfilling all requirements as set forth herein. Sponsor is not liable for any injury or damage to an entrant's or any other person's

computer or its contents related to or resulting from participation or downloading any materials in this Giveaway, or other technical difficulties or failures or other errors of any kind. Sponsor reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Giveaway as solely determined by Sponsor. In the event the Giveaway is compromised by a virus, unauthorized human intervention, tampering or other causes beyond the reasonable control of Sponsor which corrupt or impair the administration, security, fairness or proper operation of the Giveaway, Sponsor reserves the right in its sole discretion to suspend, modify or terminate the Giveaway. Should the Giveaway be terminated prior to the end of the Giveaway Period, Sponsor reserves the right to award the Prizes based on the nonsuspect, eligible entries received before the termination date. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS GIVEAWAY MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

15. **Prize Winners' Names and Official Rules**: To obtain the identity of the Prize Winners and/or a copy of these Official Rules by mail, mail a self-addressed stamped envelope to Official Rules or Winners' Names, The McKee Foodservice The Snack Cakes Of Summer, 10260 McKee Road, Collegedale, TN 37315. Mail must be received by 12:00 PM ET on December 31, 2026.