

## **OFFICIAL RULES FOR NATURESWEET SPRING MEDLEY GIVEAWAY SWEEPSTAKES**

**BY SUBMITTING AN ENTRY TO THE NATURESWEET SPRING MEDLEY GIVEAWAY SWEEPSTAKES (the "Sweepstakes"), YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES, AND A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS INTENDED FOR PLAY SOLELY IN THE UNITED STATES AND IS GOVERNED BY U.S. LAW. OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AT THE TIME OF ENTRY, AND ENTER THE SWEEPSTAKES FROM WITHIN SUCH JURISDICTIONS. SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS. VOID WHERE PROHIBITED.**

**1. Sweepstakes Period:** The Sweepstakes begins at 12:00:00 PM Eastern Time ("ET") on March 18, 2022 and ends at 11:59:59 AM ET on April 29, 2022. A computer identified by NatureSweet ("Sponsor") shall be the official time keeping device for this Sweepstakes.

**2. Eligibility:** The Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older at the time of entry, and enter the Sweepstakes from within the fifty (50) United States or the District of Columbia. This Sweepstakes is void outside the fifty (50) United States and the District of Columbia, and where otherwise prohibited by applicable law. Officers, directors and employees of Sponsor, and their immediate family members (parent, child, sibling, and spouse of each) and/or persons living in the same household as such officers, directors, and employees (whether related or not) at the time of entry or award are not eligible to enter or win a prize in this Sweepstakes. Entry into this Sweepstakes constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's determinations relating thereto, which are final and binding for all purposes. Sponsor's delivery of any prize to Entrant is contingent upon Entrant's fulfilling all requirements set forth herein.

### **3. How to Enter:**

To enter online, go to [www.NatureSweet.com/Promotions](http://www.NatureSweet.com/Promotions), fill out the displayed entry form with the requested information, and electronically submit it by clicking "Submit". To enter by mail, print a copy of the entry form displayed at [www.NatureSweet.com/Promotions](http://www.NatureSweet.com/Promotions), fill it out with the requested information, and mail it by first class mail to:

Entry Forms  
NatureSweet Spring Medley Giveaway Sweepstakes  
c/o NatureSweet LTD  
2338 N Loop  
1604 W #200  
San Antonio, TX USA 78248

For a submitted entry form to be accepted into the Sweepstakes (an "Entry"), you must provide all required information called for by the entry form, including without limitation your first and last name, email address, and confirmation of your agreement to grant Sponsor a license to use your Entry as further described below. **IF YOU ARE NOT ELIGIBLE TO PARTICIPATE IN THE SWEEPSTAKES, OR DO NOT AGREE TO THESE OFFICIAL RULES, PLEASE DO NOT SUBMIT AN ENTRY FORM.**

The person identified on a satisfactorily completed and submitted Entry will be considered the Entrant. Submission of erroneous or incomplete information will void a submitted Entry. **Limit one (1) Entry per person, per household, and/or per e-mail address for the duration of the Sweepstakes, regardless of method of submission.** Entrants agree to receive NatureSweet Newsletter and email correspondence. Entrants may not register with multiple e-mail addresses nor may Entrants use any other device or artifice to register multiple times or as multiple entrants. If multiple Entries are received in excess of the stated limitation from any person, household or email address, only the first such Entry received from such person, household or email address will be accepted. Entries will not be acknowledged or returned. Online Entrants must have a valid e-mail address. Entrants who do not follow all of the Entry instructions, provide the required information in their Entry form, and/or abide by these

Official Rules may be disqualified at any time, i.e., before or after any prize is awarded. Each Entry must be manually entered by the Entrant; automated and/or repetitive electronic submission of Entries (including but not limited to Entries made using any script, macro, bot or Sweepstakes service) may be disqualified. No mechanical reproductions or facsimiles of mail-in Entries will be accepted, and all such Entries will be void. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply. Should multiple users of the same e-mail account enter the Sweepstakes and a dispute thereafter arises regarding the identity of the Entrant, the authorized account holder of said e-mail account at the time of entry will be considered the Entrant. "Authorized account holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider, or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address.

**Entry Notes:** Entries identified as having been made on another's behalf by any individuals or other entities, including but not limited to, commercial sweepstakes/contest subscription notification and/or entering services, will be declared invalid and disqualified for this Sweepstakes. Submitting an Entry on another's behalf, providing inaccurate information on an Entry, and tampering with the Entry process or the operation of the Sweepstakes are each prohibited. Any Entrant identified by Sponsor to have acted in such manner, and/or any Entry deemed by Sponsor to have been submitted in such manner, may be disqualified from the Sweepstakes at any time. In the event a dispute regarding the identity of the individual who actually submitted an Entry cannot be resolved to Sponsor's satisfaction, the affected Entry may be declared invalid and disqualified for this Sweepstakes. Sponsor is not responsible for any deficiencies relating to submission or attempted submission of an Entry, including problems downloading or uploading any Sweepstakes-related information to or from any web site, malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, failure of any first class mail or electronic mail entry to be received by Sponsor, or any other complication not within Sponsor's control that may limit an Entrant's ability to participate in this Sweepstakes.

#### **4. Determination of Winner:**

On or around April 29, 2022, five (5) Entries will be randomly drawn from all eligible Entries received during the Entry Period to determine the potential prize winners, subject to verification of the Entrant's and Entry's eligibility and compliance with these Official Rules. The odds of winning are based on the number of eligible Entries received.

Sponsor shall attempt to notify the Entrants identified on each of the five (5) randomly drawn Entries via email at the email address stated on each respective drawn Entry. In the event that Sponsor receives a notification indicating that its email was undeliverable or was received by someone other than the Entrant, such notification shall serve to disqualify the identified Entrant as a potential prize winner; Sponsor shall have no obligation to locate such Entrant; and Sponsor shall have the right to award such prize to another randomly drawn eligible Entry from the same Entry Period. Sponsor shall similarly have no obligation to further contact any potential prize winner to whom a potential prize winner notification was delivered and no response was received within five (5) business days of delivery, which such lack of response shall serve to disqualify the identified Entrant as a potential prize winner and shall give rise to Sponsor's right to award such prize to another randomly drawn eligible Entry from the same Entry Period.

Upon request by Sponsor, potential prize winners may be required to execute and return an affidavit of eligibility, a liability release and/or a publicity release (collectively, "Affidavit/Release") within thirty (30) days of issuance of such documents in order to claim his/her/their prize. If a potential prize winner fails to sign and return a requested Affidavit/Release or any other reasonably requested documents within the required time period (if applicable), if a potential prize winner does not comply with these Official Rules, or if a potential prize winner is disqualified for any reason, Sponsor shall have the right to not deliver, and/or to require forfeiture and return of, such potential prize winner's potential prize, which may be awarded by Sponsor to another randomly drawn eligible Entry from the same Entry Period. Sponsor may hold at most two (2) alternate drawings, after which any prizes not delivered in accordance with these Official Rules will remain un-awarded. Sponsor shall further have no obligation to award any prizes in the event Sponsor's reasonable efforts to conduct this Sweepstakes and to identify Entries/Entrants eligible to be awarded prizes in accordance with these Official Rules are unsuccessful. If a potential prize winner is at least eighteen (18) years old but still considered a minor in his/her/their state of residence, Sponsor may, at its discretion, award the potential prize in the name of such potential prize winner's parent or legal guardian who will be responsible for fulfilling all requirements imposed on winner set forth herein.

ALL POTENTIAL PRIZE WINNERS ARE SUBJECT TO VERIFICATION BY OR ON BEHALF OF SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

## **5. Prizes:**

A total of FIVE (5) prizes are available for winning through the Sweepstakes, with each Entrant eligible for ONE (1) prize only. Each prize consists of a giftcard in the value of five hundred U.S. Dollars (\$500 USD) redeemable to a grocery retailer of the Entrant's choice that has eligible giftcards available for purchase.

Each winner acknowledges that Sponsor has not made, and is not in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize. Any and all warranties and/or guarantees relating to a prize (if any) are subject to the respective grocery retailer's terms and conditions, and each Winner agrees to look solely to such grocery retailer for any such warranty and/or guarantee.

The Standard Retail Price (SRP) of a prize is based on available information provided to Sponsor and the value of any prize awarded to a Winner may be reported for tax purposes where required by law. Each Winner will be responsible for all taxes (including federal, state and local taxes) and any other costs and expenses associated with his/her/their acceptance and use of such prize (whether or not described herein). Winner may be required to provide Sponsor with a valid social security number or tax identification number for tax reporting purposes before the prize will be awarded. Prizes are not transferable, redeemable for cash, or substitutable except by Sponsor, which reserves the right, at its sole discretion, to substitute any prize (or a portion of any prize) with one or more items of comparable or greater value. Sponsor will not replace lost or stolen prizes. **Limit one (1) prize per person, per household and/or per e-mail address.**

Only the number of prizes stated in these Official Rules are available to be won by Entrants (and delivered by or on behalf of Sponsors) in the Sweepstakes. If by reason of a print or other error, or for any or no other reason, more prizes are claimed than are available for winning and delivery, the winner(s) will be determined through one or more alternate random drawings from the Entries of all eligible Entrants making purportedly valid claims to a prize.

**6. Release/Limitations of Liability and General Conditions:** By submitting an Entry to the Sweepstakes, Entrant agrees: (a) to comply with these Official Rules, and to abide by all determinations made by Sponsor in furtherance of the Sweepstakes, which such determinations shall be final and binding in all respects; and (b) THAT SPONSOR, NATURESWEET TOMATOES, NS BRANDS, LTD., NATURESWEET MANAGEMENT, INC. AND ALL OF THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, WEBSITE PROVIDERS, WEB MASTERS, ADVERTISING AND PROMOTION AGENCIES, RETAILERS, DISTRIBUTORS AND SUPPLIERS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, AND EMPLOYEES (COLLECTIVELY, THE "RELEASED PARTIES") SHALL HAVE NO LIABILITY AND SHALL BE HELD HARMLESS FOR ANY DAMAGE, LOSS OR INJURY TO ANY PERSONS, INCLUDING PERSONAL INJURY, DEATH AND PROPERTY DAMAGE RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ANY PERSON'S ENTRY INTO AND/OR PARTICIPATION IN THIS SWEEPSTAKES, AND/OR ANY PERSON'S ACCEPTANCE, REJECTION, FORFEITURE, POSSESSION, USE OR MISUSE OF A PRIZE, AND/OR ANY CLAIMS OR ALLEGATIONS BASED ON OR ARISING OUT OF PUBLICITY RIGHTS, PRIVACY RIGHTS, DEFAMATION, NEGLIGENCE, TORT, CONTRACT, MERCHANDISE DELIVERY AND/OR LAWS GOVERNING COMMERCIAL TRANSACTIONS. THE RELEASED PARTIES SHALL HAVE NO LIABILITY IN THE EVENT THAT A PRIZE CANNOT BE AWARDED (IN WHOLE OR IN PART) AS STATED HEREIN DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, PUBLIC HEALTH REGULATIONS, WEATHER, TERRORISM, FAILURE OF THE INTERNET OR ANY OTHER MATTER NOT UNDER THE CONTROL OF SPONSOR. THIS SWEEPSTAKES IS CONDUCTED, AND ALL PRIZES ARE PROVIDED, "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND.

Released Parties shall have no liability for any lost, delayed, interrupted or unavailable network, cable, satellite, Internet Service Provider (ISP), server, or other connections, miscommunications, failed phone, computer or telephone transmissions or technical failure, jumbled, scrambled or misdirected transmissions, or other errors or malfunctions, problems or difficulties of any kind whether computer, network, human, mechanical, electronic,

printing, transmission, communication, typographical or otherwise relating to or in connection with this Sweepstakes or any prize awarded or delivered (or not awarded or delivered) in connection therewith, including, without limitation, errors, problems or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of Entries, the announcement and award of prizes, or in any Sweepstakes-related materials or for any damage to Entrant's or other person's hardware or software as a result of participation. Released Parties are also not responsible for Entries or other communications that are illegible, lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered or postage due, garbled or delayed by computer transmissions, and Sponsor shall have the right (at its sole discretion) to deem any such Entries void. Proof of sending or submission shall not be deemed to be proof of receipt by Sponsor. In the event the Sweepstakes is unable to run as planned for any or no reason, Sponsor reserves the right in its sole discretion to modify, suspend or terminate the Sweepstakes (or any portion thereof), and/or to terminate the participation of and/or take other action deemed warranted by Sponsor against, any Entrant whose conduct would reasonably be deemed to compromise or potentially compromise the integrity of the Sweepstakes or to otherwise cast a negative light on the Sweepstakes, Sponsor, or any goods or services associated therewith.

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. CAUTION: Any attempt by an Entrant or any other individual to damage any website associated with this Sweepstakes or to undermine the legitimate operation of this Sweepstakes may be a violation of criminal and/or civil laws. 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.

AS A CONDITION OF PARTICIPATING IN THE SWEEPSTAKES, ENTRANT AGREES THAT: (A) UNDER NO CIRCUMSTANCES SHALL ENTRANT SEEK OR BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, AND/OR OTHER DAMAGES, COSTS, EXPENSES OR FEES (INCLUDING ATTORNEYS' FEES) OTHER THAN ACTUAL OUT OF POCKET EXPENSES, IF ANY; AND (B) ALL CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS SWEEPSTAKES, INCLUDING ANY CLAIM ALLEGING COMPENSATION OR CREDIT DUE IN CONNECTION THEREWITH, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, AND ACCORDINGLY CERTAIN OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO ALL INDIVIDUALS. CHECK YOUR LOCAL LAWS FOR RELEVANT APPLICABILITY.

**7. License and Publicity Release:** EXCEPT WHERE PROHIBITED BY LAW, AN ENTRANT'S SUBMISSION OF AN ENTRY TO THIS SWEEPSTAKES CONSTITUTES HIS/HER/THEIR GRANT TO SPONSOR, THE RELEASED PARTIES, AND THOSE ACTING PURSUANT TO ANY OF THEIR AUTHORITY, AN UNENCUMBERED RIGHT AND LICENSE TO REPRODUCE, PRINT, PUBLISH, BROADCAST, AND OTHERWISE USE ENTRANT'S NAME, IMAGE, VOICE, LIKENESS, AND BIOGRAPHICAL INFORMATION (INCLUDING BUT NOT LIMITED TO HOMETOWN AND STATE) IN A TRUTHFUL AND ACCURATE MANNER, THROUGHOUT THE WORLD, IN ANY FORMAT OR MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES RELATING TO THE SWEEPSTAKES, SPONSOR AND/OR GOODS OR SERVICES ASSOCIATED THEREWITH WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION.

BY SUBMITTING AN ENTRY, ENTRANT AGREES THAT SUCH ENTRY, AS WELL AS ANY COMMUNICATIONS, CREATIVE SUGGESTIONS, IDEAS, NOTES, CONCEPTS AND OTHER MATERIALS (COLLECTIVELY, THE "SUBMISSION") THAT ENTRANT SUBMITS TO SPONSOR IN CONNECTION WITH THIS SWEEPSTAKES (INCLUDING ALL RIGHTS EMBODIED THEREIN), WHETHER SUBMITTED THROUGH A WEBSITE, SOCIAL MEDIA, EMAIL, PAPER MAIL, OR BY ANY OTHER MEANS, WITH THE EXCEPTION OF PERSONALLY IDENTIFIABLE INFORMATION AS DEFINED IN SPONSOR'S PRIVACY POLICY (AVAILABLE AT [HTTPS://NATURESWEET.COM/PRIVACY-POLICY](https://naturesweet.com/privacy-policy)) SHALL BE DEEMED TO BE NON-CONFIDENTIAL AND NON-PROPRIETARY. SPONSOR SHALL HAVE NO OBLIGATION OF ANY KIND WITH RESPECT TO ANY SUCH SUBMISSION. BY SUBMITTING AN ENTRY, ENTRANT HEREBY GRANTS TO

SPONSOR A PERPETUAL, ROYALTY FREE, WORLDWIDE, IRREVOCABLE RIGHT AND LICENSE TO REPRODUCE, PRINT, PUBLISH, PUBLICLY PERFORM, MODIFY, DISCLOSE, DISTRIBUTE, MAKE DERIVATIVE WORKS OF AND OTHERWISE USE ANY SUCH SUBMISSION IN ANY MANNER AND FOR ANY PURPOSE, THROUGHOUT THE WORLD, IN ANY FORMAT OR MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, NOTIFICATION, CREDIT OR ATTRIBUTION TO ENTRANT. ENTRANT WAIVES ANY MORAL RIGHTS THAT HE/SHE/THEY MAY HAVE TO THE SUBMISSION, AND AGREES THAT IF SPONSOR ELECTS TO USE THE SUBMISSION (IN WHOLE OR IN PART, AND INCLUDING ANY DERIVATIVE WORKS THEREOF) FOR ANY PURPOSE, ALL RIGHTS UNDER COPYRIGHT AND ANY OTHER INTELLECTUAL PROPERTY RIGHTS THAT MAY RESULT FROM SUCH USE SHALL BE THE SOLE PROPERTY OF SPONSOR, AND ENTRANT SHALL EXECUTE ANY DOCUMENTS AND TAKE ANY ACTIONS REASONABLY REQUESTED BY OR ON BEHALF OF SPONSOR TO PERFECT OR EVIDENCE THE FOREGOING.

**8. Nature of Relationship/Waiver of Equitable Relief:** Entrant understands and acknowledges that Sponsor has wide access to ideas, designs, and other materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Entrant also acknowledges that many ideas may be competitive with, similar or identical to the Submission and/or each other in theme, idea, format or other respects. Entrant acknowledges and agrees that such Entrant will not be entitled to any compensation as a result of Sponsor's use of any such similar or identical material. Each Entrant acknowledges and agrees that the Sponsor does not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Submission. Finally, each Entrant acknowledges that, with respect to any claim by Entrant relating to or arising out of Sponsor actual or alleged exploitation or use of any Submission or other material submitted in connection with the Giveaway, the damage, if any, thereby caused to the applicable Entrant will not be irreparable or otherwise sufficient to entitle such Entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Submission or any material based on or allegedly based on the Submission, and the Entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

**9. Disputes/Choice of Law:** You and the Sponsor waive all rights to trial in any action or proceeding instituted in connection with these Official Rules or the Giveaway. Any controversy or claim arising out of or relating to these Official Rules or the Giveaway shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of laws rules (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas.

**10. Privacy/Use of Entrant's Information:** Entries shall be treated in accordance with these Official Rules and Sponsor's Privacy Policy (as may be amended from time to time), currently located at <https://naturesweet.com/privacy-policy>; provided that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail.

**11. Official Rules:** A copy of these Official Rules may be obtained by mailing a self-addressed, stamped #10 envelope to: NatureSweet® Spring Medley Giveaway Sweepstakes Rules, 2338 N Loop 1604 W #200, San Antonio, TX 78248.

**12. Sponsor/Administrator:** The Sponsor of this Sweepstakes is: NatureSweet® LTD, 2338 N Loop 1604 W #200 San Antonio, TX USA 78248. Any questions or concerns regarding the Sweepstakes may be sent to this address, to the attention of "NatureSweet® Spring Medley Giveaway Sweepstakes".

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