

**OFFICIAL RULES  
NATURESWEET SNACK LIKE A CHAMP  
YEAR'S SUPPLY OF TOMATOES SWEEPSTAKES**

BY SUBMITTING AN ENTRY TO THE NATURESWEET SNACK LIKE A CHAMP YEAR'S SUPPLY OF TOMATOES 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 January 23, 2023 and ends at 11:59:59 AM ET on February 12, 2023. 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, 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**

There are two ways to enter the Sweepstakes. Completing either of these methods will grant you one (1) entry into the Sweepstakes (an "Entry").

The first way to enter the Sweepstakes is to play our tomato field goal game (the "Game") as detailed on the NatureSweet website page located at [www.NatureSweet.com/snacklikeachamp](http://www.NatureSweet.com/snacklikeachamp). To enter using this method, visit [www.NatureSweet.com/snacklikeachamp](http://www.NatureSweet.com/snacklikeachamp) and play the Game in accordance with the rules shown. After you've completed the Game in accordance with the stated rules, share your Game score in a submission posted to your Facebook or Twitter profile accompanied by the hashtag **#FieldGoalFeast**.

The second way to enter the Sweepstakes is to recreate the Game in real life by performing the long distance challenge detailed at [www.NatureSweet.com/snacklikeachamp](http://www.NatureSweet.com/snacklikeachamp). After you've completed performing the long distance challenge in accordance with the stated rules, post a submission to your Facebook, Twitter, Instagram, or TikTok profile accompanied by the hashtag **#FieldGoalFeast**.

As a reminder, Sponsor is responsible for the operation of this Sweepstakes, including administration of these Official Rules. This Sweepstakes is in no way sponsored, endorsed, administered by or associated with Facebook, Twitter, Instagram or TikTok. Text and data charges may apply if you are accessing Facebook, Twitter, Instagram or TikTok from a mobile device to enter this Sweepstakes. Check wireless carrier information for mobile phone capabilities and pricing plan details.

Limit one (1) Entry per person and per household (each of the foregoing individually an "Entrant") for the duration of the Sweepstakes, regardless of method of submission. Entrants agree to receive communications from Sponsor, including NatureSweet Newsletters, email, and contacts through social media. Entrants may not use any device or artifice to register multiple times or as multiple entrants. If multiple Entries are made in excess of

the stated limitation from any person or household, only the first such Entry made from such person or household will be accepted. Entries will not be acknowledged. Entrants who do not follow all of the instructions for the method of Entry followed, and/or do not abide by these Official Rules may be disqualified at any time, i.e., before or after any prize is awarded. Subject to the provisions below concerning accommodations for persons unable to perform the acts associated with entry, 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. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply. Should multiple users of the same social media account enter the Sweepstakes and a dispute thereafter arises regarding the identity of the Entrant, the authorized account holder of said social media account at the time of entry will be considered the Entrant.

**Entry Notes:** Entries identified as having been made on another's behalf by any individuals not expressly permitted by these Official Rules, or by 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.

By submitting an Entry via Facebook, Instagram, Twitter or TikTok, the Entrant consents to being contacted by or on behalf of Sponsor via direct message ("DM") on the platform through which his/her/their Entry was submitted. Entries will not be acknowledged or returned. In the event multiple Entrants enter the Sweepstakes using the same Facebook, Instagram, Twitter or TikTok account and a dispute thereafter arises regarding the identity of the Entrant, the authorized account holder of said social media account at the time the Entry was received by Sponsor shall be deemed the Entrant. In the event of any other dispute concerning any Entry submitted via a social media platform, the authorized account holder of the Facebook, Instagram, Twitter or TikTok account through which the Entry was made shall be deemed the Entrant, and a potential Sweepstakes winner may be required to show proof of being the authorized account holder. For purposes of these Official Rules, the "authorized account holder" is defined as the natural person who is identified by the records of Facebook, Instagram, Twitter or TikTok (as relevant) as the owner of such account. required to show proof of being the authorized account holder.

All Entries must be in English. Each online Entry submission must be completed by the Entrant; provided, however, that the foregoing shall not apply to any person requiring assistance with completion and/or submission of an Entry due to physical or mental limitations; any person whose relevant actions or inactions are protected by the Americans with Disabilities Act ("ADA"); or any other verified or verifiable reason(s) that renders an Entrant unable to perform the actions necessary to submit his/her/their Entry independently. Entries identified as having been made by a commercial sweepstakes/contest subscription notification and/or entering services shall be declared invalid and shall be disqualified for this Sweepstakes. 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/or otherwise disqualified for this Sweepstakes, and other action may be taken against the Entry and/or Entrant as deemed appropriate by Sponsor to maintain the integrity of the 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 website; 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 intended by Entrant to be received by Sponsor; or any other complication not reasonably within Sponsor's control that may limit an Entrant's ability to participate in this Sweepstakes. Sponsor is also not responsible for any fees or costs incurred by Entrant to enter the Sweepstakes; any Internet access, phone, and/or other usage charges incurred by Entrant are the responsibility of the Entrant. Entrants who do not adhere to all of the Entry instructions, provide the required information in their Entry submission, and/or abide by these Official Rules may be disqualified at any time, i.e., before or after any prize is awarded.

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.

#### **4. CONTENT OF ENTRIES; ENTRANT'S REPRESENTATIONS**

Any Entry submitted through Facebook, Instagram, Twitter or TikTok must comply with the Terms of Service, Community Guidelines, and other rules, guidelines and policies governing the platform on which such Entry was submitted. Links to policies posted by each of the listed social media platforms are provided here for ease of reference; however, the below links do **not** constitute an exhaustive set of all rules, guidelines and/or policies that may be relevant to your Entry or activities related thereto.

Facebook: <https://transparency.fb.com/policies/community-standards/>

Instagram: <https://help.instagram.com/477434105621119>

Twitter: <https://help.twitter.com/en/rules-and-policies/twitter-rules>

TikTok: <https://www.tiktok.com/community-guidelines?lang=en>

**If you are submitting an Entry through a social media platform, or are considering doing so, you are urged to visit the site operated by such platform and familiarize yourself with its rules, guidelines and policies.** You are solely responsible for complying with all rules, guidelines, policies, and any other requirements imposed by any social media platform on which you submit your Entry, and Sponsor shall have no liability with respect to any aspect of your compliance or noncompliance therewith. Any determination made by a social media platform concerning your right to post or maintain any Entry on such platform may be considered by Sponsor with respect to eligibility, qualification, disqualification, and/or other action relating to the Sweepstakes and/or any prizes awarded or not awarded in connection therewith.

Additionally, any Entry submitted through any method permitted under these Official Rules (including but not limited to any Entry submitted through Facebook, Instagram, Twitter or TikTok) must comply with the requirements stated in this Section.

Your Entry may not contain any content that Sponsor, in its sole discretion, determines to:

- (a) be vulgar, offensive, sexually explicit, profane or pornographic;
- (b) be derogatory of any race, ancestry, place of origin, color, ethnic origin, citizenship, religion, sex, sexual orientation, age, marital status, family status or disability; endorses any form of hate or hate group; defames, misrepresents or contains false, unsupported and/or disparaging remarks about other people, products, services, ideas or companies;
- (c) be violent or promotes the use of alcohol, illegal drugs, tobacco, weapons, or unsafe activities;
- (d) be the previous recipient of any award;
- (e) be previously published;
- (f) promote any political agenda or message;
- (g) appear to duplicate (in whole or in part) any other submitted Entry;
- (h) contain copyrighted materials owned by others;
- (i) contain third-party trademarks, brand names, product names, logos, trade dress or insignia, except NatureSweet® materials (as defined below);
- (j) contain any personal identification, such as personal names, e-mail addresses, street addresses or license plate numbers;
- (k) communicate messages inconsistent with the positive image of the Sponsor's name and/or any of its brands;
- (l) contain any material that violates or infringes, or may violate or infringe, rights of another party, including but not limited to rights of privacy, rights of publicity, or intellectual property rights;
- (m) include or refer to any third parties, including but not limited to minors, celebrities and/or friends, who have not expressly authorized such inclusion or reference. Entrant shall provide signed authorizations as referenced herein upon request by or on behalf of Sponsor;
- (n) violate any federal, state or local laws or ordinances; or
- (o) not align with Sponsor's image and reputation.

Sponsor shall have the right, with or without notice, to reject or remove (temporarily or permanently) any Entry that Sponsor determines, in its sole and absolute discretion, does not meet any of the above criteria. Sponsor shall have the further right, with or without notice, to disqualify, bar submission of Entries from, or otherwise

restrict participation of any Entrant who Sponsor knows or has a reasonable basis on which to believe is not in compliance with these Official Rules, or otherwise acts or is reasonably anticipated to act in a manner that is likely to disparage or otherwise cast a negative light on the Sweepstakes, Sponsor, or any product or service associated with either of the foregoing.

Sponsor grants you a limited, revocable, non-sublicensable license to use publicly available trademarks, logos, and/or trade dress owned by NatureSweet (collectively, "The NatureSweet® Materials") for the sole purpose of creating an Entry. No right or license is granted to you by Sponsor to, and you shall not, make any use of The NatureSweet® Materials for any other purpose whatsoever. You acknowledge and agree that, subject to the limited license granted above, all right, title, and interest in and to The NatureSweet® Materials are owned exclusively by, and shall vest exclusively in, Sponsor. You shall not challenge or take any other action that is intended to or would reasonably be expected to harm or otherwise adversely affect Sponsor or any rights or properties thereof.

By entering the Sweepstakes, you represent and warrant that: (a) you are the sole owner of your Entry and all rights therein; (b) you have the sole and exclusive right to submit your Entry and to transfer and assign all rights therein to Sponsor as set forth below; (c) your Entry consists of only your original work; (d) your Entry has not previously been published (in whole or in part), whether in print, digital or electronic means, and whether for profit or not for profit, in any manner whatsoever; (e) you have not granted any person, corporation or entity (other than Sponsor) any right to publish, display, reproduce, publicly perform or otherwise use your Entry; (f) your Entry complies with these Official Rules (including by reference any rules, guidelines and policies of any social media platform through which your Entry is submitted); and (f) you consent to submission of your Entry in the Sweepstakes and to use of your Entry by or on behalf of Sponsor as stated herein.

Entrants shall retain all ownership rights in their Entries. By submitting an Entry, Entrant grants, and agrees to grant, a perpetual, worldwide, irrevocable, non-exclusive, royalty-free, sub-licensable and fully transferable right and license to Sponsor to publish, display, reproduce, publicly perform, make derivative works of, edit, adapt, modify, dispose of, and otherwise use any Entry submitted by Entrant, in whole or in part, via the Internet, mobile devices, and any other communications network, in print, digital media, electronic media, film, television, audio or video programming, and any other format or media now or hereafter known throughout the world, for any purpose whatsoever, without compensation, attribution, further permission of or further notification to Entrant or any third party. Without limiting the foregoing, Entrant acknowledges and agrees that Entrant's grant of the foregoing rights to Sponsor does not and shall not create any obligation of Sponsor to exercise any such rights, and Sponsor shall have the right to exercise or refrain from exercising any rights granted to Sponsor by Entrant hereunder at Sponsor's sole and absolute discretion.

You acknowledge and agree that Sponsor may receive many Entries in connection with this Sweepstakes, and that your Entry may be similar or identical (in whole or in part) in theme, idea, format or other respects to other Entries received by Sponsor in connection with this Sweepstakes or otherwise provided to Sponsor, or to original works conceived or created by Sponsor. You waive any and all claims you have or may have, now or in the future, that any Entry and/or other works accepted, reviewed, created and/or used by or on behalf of Sponsor are similar or identical (in whole or in part) to your Entry. Except where prohibited by law, you acknowledge and agree that Sponsor does not have now, nor shall it have in the future, any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to infringement or other violation of any copyright in or to any aspect of your Entry. If you are a California resident, you waive California Civil Code §1542 with respect to any release contained in this Section, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

By entering the Sweepstakes, you acknowledge and agree that your Entry and any other materials submitted in connection with this Sweepstakes may be publicly posted or otherwise appear on any website or social media page controlled by Sponsor, whether during or after the conclusion of the Sweepstakes Period. Entrant acknowledges and agrees that Released Parties (as defined below) shall have no duty or liability, direct or indirect, vicarious, contributory or otherwise, with respect to protection, infringement, or other violation of any right (including any copyright right) in or to any Entry, or the publishing, display, reproduction, public performance of, making of derivative works of, or other use of any Entry by any third party.

## **5. DETERMINATION OF WINNER**

On or around February 13, 2023, three (3) 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 three (3) randomly drawn Entries via social media. If Sponsor attempts once to contact a potential prize winner via social media and no response is received within five (5) business days of Sponsor's attempted contact, 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.

## **6. PRIZES**

A total of THREE (3) prizes are available for winning through the Sweepstakes, with each Entrant eligible for ONE (1) prize only. Each prize consists of a total of twenty-four (24) coupons, with each such coupon redeemable at a participating grocery retailer in exchange for one (1) qualifying NatureSweet product. The Standard Retail Price (SRP) of each prize (i.e., the aggregated SRP of all twenty-four (24) coupons comprising a prize) is one hundred fifty-five U.S. Dollars (\$155 USD), and the total aggregated SRP of all three (3) prizes together is four hundred sixty-five U.S. Dollars (\$465 USD). Use of any coupon received as a prize is subject to, and must comply with, all conditions and limitations stated on such coupon. Without limiting anything stated in this paragraph, no coupon may be redeemed for any thirty-two ounce (32 oz) product sold by NatureSweet, which such products are excluded from the Sweepstakes.

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 terms and conditions of the grocery retailer at which the prize is sought to be redeemed, and each Winner agrees to look solely to such grocery retailer for any such warranty and/or guarantee.

The 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). A 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.

## **7. 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.

#### **8. 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 SPONSOR'S WEBSITE, A SOCIAL MEDIA PLATFORM, 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.

#### **9. 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. Entrant further 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, 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 Sweepstakes, 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.

#### **10. 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 Sweepstakes. Any controversy or claim arising out of or relating to these Official Rules or the Sweepstakes 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.

#### **11. 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.

#### **12. OFFICIAL RULES**

A copy of these Official Rules may be obtained by mailing a self-addressed, stamped #10 envelope to: NatureSweet Snack Like a Champ Year's Supply of Tomatoes Sweepstakes Rules, 2338 N Loop 1604 W #200, San Antonio, TX 78248.

#### **13. SPONSOR/ADMINISTRATOR**

The Sponsor and administrator 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 "Snack Like a Champ Year's Supply of Tomatoes Sweepstakes."

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