

## **EBF Organic Summer Grocery Haul Sweepstakes Full Terms**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.** Void where prohibited by law and outside the U.S. Subject to all federal, state, and local laws, regulations, and ordinances. Sweepstakes begins on July 18, 2019 at 12:00 a.m. Pacific Time ("PT") and ends on July 24, 2019 at 11:59 p.m. PT (the "Promotion Period").

**1. Eligibility:** The Earthbound Farm Summer Organic Grocery Haul Sweepstakes (the "Sweepstakes") is open to legal U.S. residents currently residing in one of the 50 U.S. states or the District of Columbia, who are eighteen (18) years or older as of the date of entry. PROMOTION IS VOID IN PUERTO RICO, THE U.S. VIRGIN ISLANDS, ALL OTHER U.S. TERRITORIES AND POSSESSIONS. Employees, officers, and directors of Earthbound Farm, LLC ("Sponsor") or any of their respective parents, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter or win. Participation constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to verify the eligibility of winners.

**2. Sponsor and Administrator:** Earthbound Farm, LLC. 1721 San Juan Hwy, San Juan Bautista, CA 95045

**3. How to Enter:** To enter, during the Promotion Period:

1. Follow us at @earthboundfarm
2. Comment on Earthbound Farm's Organic Summer Haul Instagram post and tell us why you choose organic food.
3. Tag a friend

Upon completion of the above instructions, you will be entered with one (1) entry into the Sweepstakes. All potential winners are subject to verification before any prize will be awarded. Entries must be submitted by the contestant. No copies, facsimiles, or mechanical reproductions of the Entry Form will be accepted. Any attempt by any participant to obtain more than the stated number of entries by using multiple and/or different identities or any other methods will void that participant's entries, and that participant may be disqualified at Sponsor's discretion. In the event of a dispute as to any registration, the authorized account holder of the email address used to enter will be deemed to be the registrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder to the Sponsor or forfeit the prize. Entries specifying an invalid, non-working, or inactive accounts will be disqualified and ineligible to win. Incomplete, illegible, corrupted or untimely entries are void and will be disqualified.

**4. Selection of Winners:** On July 25, 2019 Sponsor will select thirty-five (35) potential winners in a random drawing from among all entries received. The odds of winning are based on the number of eligible entries received. The potential winners will be notified by direct message on Instagram on or around July 25,

2019. Except where legally prohibited, each potential winner must provide, within seven (7) days of being notified, their full name, address, and email address and, within seven (7) days thereafter, complete an Affidavit of Eligibility, Liability & Publicity Release to claim his/her prize. If a potential winner cannot be contacted by direct message after the first attempt to contact him/her, or if he/she fails to sign and return the Affidavit of Eligibility, Liability & Publicity Release within the required time period, or in the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner selected by a random drawing from among all remaining eligible entries. Only five (5) alternate drawings will be held, after which any remaining prizes will remain un-awarded.

Verification of Potential Winners: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY 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:** Thirty-five (35) Prizes will be awarded. Each winner will receive twelve (12) coupons for a total of three months' worth of free salad blends, one (1) Earthbound Farm reusable tote, and one (1) Earthbound Farm popsocket. Total ARV of each Prize: \$84.00USD.

**Prize Restrictions:** Limit: One (1) prize per person and per household. Any and all applicable federal, state, and local taxes (including but not limited to income and sales taxes) and all fees, expenses, service charges, gratuities, and other costs related to acceptance and use of prizes not specifically stated herein are the sole responsibility of the individual prize winner. Prize cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right, at its sole discretion, to substitute prize of equal or greater value if the advertised prize (or portion of prize) is unavailable. Winner is responsible for any loss of prize or portion of prize after it has been delivered. Sponsor will not replace any lost or stolen prizes. Prizes cannot be used in conjunction with any other promotion or offer. Only the number of prizes stated in these Official Rules is available to be won. Any U.S. winner will be issued a 1099 tax form for the appropriate retail value of prize.

**6. General Conditions:** This Promotion is governed by the laws of Delaware, United States. Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. Sponsor, and its agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. This Promotion is not endorsed by Instagram.

WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE ASSOCIATED WITH THIS PROMOTION OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process and/or the legiti-

mate operation of the Promotion; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Promotion is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect entries and (a) modify the Promotion or suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; or (b) cancel or terminate the Promotion (or any portion thereof) and award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

**7. Release and Limitations of Liability:** By participating in this promotion, entrants agree that Sponsor, Instagram, Facebook, Inc. and their affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, and their respective officers, directors, employees, representatives and agents (the "Released Parties") are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize. No more than the stated number of prizes will be awarded. In event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes at random from all legitimate, un-awarded, eligible entries.

BY PARTICIPATING IN THIS PROMOTION, ENTRANTS AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS PROMOTION OR IN ANY PROMOTION RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO TRAVEL CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**8. Publicity.** EXCEPT WHERE PROHIBITED BY LAW, WINNERS GRANT TO EARTHBOUND FARM, THEIR SUBSIDIARIES, AFFILIATES, RETAILERS, DISTRIBUTORS, ADVERTISING AND PROMOTION AGENCIES, SUPPLIERS, AND THOSE ACTING PURSUANT TO ITS AUTHORITY, THE RIGHT AND PERMISSION TO PRINT, PUBLISH,

BROADCAST, AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, EACH WINNER'S NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, AND BIOGRAPHICAL INFORMATION FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION. ENTRANTS AGREE THAT SPONSOR SHALL OWN THE ENTRIES, WHICH WILL NOT BE ACKNOWLEDGED OR RETURNED, AND THAT SPONSOR AND ITS DESIGNEES SHALL HAVE THE PERPETUAL, WORLDWIDE RIGHT TO EDIT, PUBLISH, AND USE THE ENTRIES IN ANY WAY AND IN ANY MEDIA FOR TRADE, ADVERTISING, PROMOTIONAL, AND/OR OTHER PURPOSES AS SPONSOR AND/OR ITS DESIGNEES MAY DETERMINE WITHOUT FURTHER CONSIDERATION TO ENTRANTS OR ANY THIRD PARTY.

**9. Privacy:** Information collected from entrants is subject to the Sponsor's Privacy Policy, which can be found at <http://www.earthboundfarm.com>.