

TAYLOR FARMS/EARTHBOUND FARM EARTH MONTH EVERY CART COUNTS 2023 GIVEAWAY (SWEEPSTAKES) COMPLETE OFFICIAL RULES NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA. MUST BE AT LEAST 18 YEARS OF AGE TO ENTER.

1. HOW TO ENTER: Taylor Farms/Earthbound Farm Earth Month Every Cart Counts 2023 (“Contest”) is a Contest beginning Wednesday, April 12th, 2023 at 12:01 a.m. Pacific Time (“PT”) and ending on Sunday, April 30th, 2023 at 11:59 p.m. PT (“Contest Period”). To enter, entrants must share a picture of their organic grocery hauls on Instagram and/or TikTok and tag @earthboundfarm and #EveryCartCounts2023 and their retailers during the Contest Period. For entry to the Contest, all required information must be provided and Instagram or TikTok profile must be public or your entry will be void and ineligible. Only one winner per household. All entries must be received by 11:59 p.m. PT on April 30th, 2023. Any use of automated, robotic, macro, programmed or similar quick-entry programs is prohibited. Taylor Farms Retail, Inc. (hereafter referred to as the “Sponsor” or “Contest Entities”) will not correspond regarding receipt of entries.
2. ELIGIBILITY: To be eligible for prizes in the Contest, you must, at the time of entry, be (a) a legal resident of the 50 United States or the District of Columbia, (b) physically located in such geographic areas, and (c) 18 years of age or older. The Contest is void outside of the above geographic areas and where prohibited or restricted by law.
3. WINNER SELECTION/DRAWING AND NOTIFICATION: 50 winners will be selected by means of a random drawing. Odds of winning prize depend on the number of eligible entries received during the Contest Period. The potential winner will be notified by Instagram or TikTok DM. If the Sponsor tries to contact a potential winner and cannot receive any information requested from such potential winner within seventy-two (72) hours from when the message is sent, then such person may be disqualified and an alternate winner may be selected at the Sponsor’s discretion.
4. PRIZE: The winners of the Contest will receive: an Earthbound Farm reusable shopping bag and \$100 Gift Card. Sponsor will arrange to deliver the Prize to the winner. No transfer, substitution or cash equivalent for prizes is allowed. Sponsor reserves the right to substitute a prize, in whole or in part, of equal or greater monetary value if a prize cannot be awarded, in whole or in part, as described for any reason. There is a limit of one (1) prize per person/family/household. Entrant acknowledges that the Contest Entities have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize, including, but not limited to, its quality, mechanical condition or fitness for a particular purpose, except as may be expressly stated by Sponsor in or on the packaging of any products it manufactures. The Prize will only be awarded to winner once winner has signed a liability release form that

releases Sponsor from any actual or potential liability associated with the Prize. All federal, state, provincial, local or other tax liabilities, including but not limited to sales and use taxes, goods and services taxes, excise taxes, income and U.S. withholding taxes, customs, duties, fees and like amounts in connection with a winner's award, acceptance or use of a prize arising from this Contest will be the sole responsibility of the winner. If a potential winner is not a "U.S. person" (as defined by U.S. tax law) and Sponsor is required to withhold U.S. federal withholding tax from the prize (and pay such amount directly to the United States Internal Revenue Service), then such potential winner will be required to pay to the Sponsor the amount of the legally required withholding before he/she can receive the applicable prize. Failure to pay such amount within the deadline established by the Sponsor will result in the disqualification of the potential winner. Notwithstanding such payments, each winner shall be solely responsible for the payment of any taxes due as a result of winning his/her prize.

5. **DISQUALIFICATION:** If an entrant or potential winner is found to be ineligible, or if an entrant or potential winner does not comply with the Official Rules, or fails to return any affidavit, release or other document within the time required by Sponsor, then such entrant or potential winner may be disqualified at the Sole discretion of Sponsor. If a prize or prize notification is returned as undeliverable, then the corresponding potential winner may be subject to disqualification. In the event an entrant or potential winner is deemed ineligible or disqualified for any reason under the provisions of these Official Rules, then an alternate winner will be selected via a random drawing.
6. **USE OF ENTRIES:** Except to the extent prohibited by United States law, by participating in the Contest, entrant agrees that: (a) Sponsor shall own the entry submitted by the entrant (including all rights embodied therein), and (b) Sponsor and its designees may use, copy, publish, and publicly display all elements of the entrant's entry and the name, city and state/province, biographical information, statements, voice, photograph, and other likeness of the entrant that may be provided by entrant, in whole or in part, in any and all media either now or hereafter known, in perpetuity throughout the universe for all purposes (including but not limited to promotional and marketing purposes, product development/innovation, and for advertising, publicizing and promoting the Sponsor's products and services, and for use in connection with displays of quotes from the entrant's entry, if applicable), without notification and without attribution or compensation of any kind to entrant or any third party. The Sponsor reserves all rights, including without limitation, the right to reproduce, alter, amend, edit, publish, modify, crop and use each entry in connection with commercials, advertisements and promotions related to the Sponsor, the sales of Sponsor's products and services, the Contest and any other Contest, contests, games or promotions sponsored by Sponsor, in any and all media, now or hereafter known.
7. **DATA COLLECTION/PRIVACY POLICY:** Entry in the Contest constitutes consent by entrant to the collection of entrant's personal information within the United States, and/or the transfer of entrant's personal information to the United States, for purposes of administration

of the Contest by Sponsor and its authorized agents, and for such other purposes to which entrant may consent, or as otherwise described in these Official Rules. All information submitted to Sponsor as part of this Contest will be treated in accordance with Sponsor's privacy policy. More specifically, Sponsor may collect information that entrant provides to enter the Contest and will use personal information entrant provides to enter the Contest to actually conduct the Contest. Sponsor may further use the personal information to send entrant information about Sponsor or Sponsor's products. Sponsor will provide entrant with an opportunity to opt-out of receiving this information at any time after entrant first receives such information from Sponsor. Sponsor may also provide the personal information entrant provides to enter this Contest to third party fulfillment companies so that such companies may process and deliver prizes to winners.

8. LIMITATIONS OF LIABILITY: The Contest Entities are not responsible for illegible, garbled, corrupted, damaged, lost, late, misdirected, undeliverable or incomplete entries, whether due to system errors, human errors or failures, or faulty transmissions or other telecommunications, or other types of malfunctions or interferences, and/or for online entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete or garbled computer or telephone transmissions, typographical or system or human errors and failures, or faulty transmissions, or as a result of any other error or problem of any kind relating to or in connection with this Contest, whether technical, mechanical, typographical, printing, human or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the Contest, the collection and processing of entries, the announcement of a prize or in any Contest-related materials. Sponsor may prohibit an entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices, or intending to annoy, abuse, threaten or harass any other entrants or Sponsor's representatives. If for any reason any portion of this Contest is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest and select the potential winner(s) from those eligible entries received up to the time of the cancellation/suspension. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY CONTEST-RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

9. DISPUTES: This Contest is subject solely to the applicable federal, state and local laws of the United States and is not subject to any laws outside of the United States; provided, however, that, except where prohibited, by participating in the Contest entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved exclusively by final and binding arbitration under the rules of the American Arbitration Association in an arbitration to be held at the AAA regional in San Francisco, CA where the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; (b) a judgment upon any such arbitration award may be entered in any court having jurisdiction; (c) to the degree any dispute, claim or cause of action arising out of or connected with this Contest or any prize awarded is not subject to arbitration, then it shall be adjudicated exclusively by the appropriate Federal or state courts located in the State of California, U.S.A; (d) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action; (e) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (f) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, and any and all rights to have damages multiplied or otherwise increased, other than for actual out-of-pocket expenses. 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 Contest, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction) which would cause the application of the laws of any jurisdiction other than the State of California.

10. RULES: You may view the Official Rules for this Contest by visiting link during the Contest Period.

11. SPONSOR: Taylor Farms Retail, Inc., 150 Main Street, Suite 300, Salinas, CA 93901  
This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram, TikTok, Facebook, or Twitter.