

**NATURESWEET® “TOMATOES AND TOUCHDOWNS”
SWEEPSTAKES**

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO PARTICIPATE OR WIN. VOID WHERE PROHIBITED. THE FOLLOWING SWEEPSTAKES IS INTENDED FOR VIEWING IN THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA ONLY. DO NOT PROCEED WITH THIS SWEEPSTAKES IF YOU ARE NOT LOCATED IN THE FIFTY (50) UNITED STATES OR THE DISTRICT OF COLUMBIA.

1. **SWEEPSTAKES PERIOD:** The NatureSweet “Tomatoes and Touchdowns” Sweepstakes (the “Sweepstakes”) begins at approximately 12:00:01 AM (Midnight) Eastern Time (“ET”) on November 1, 2019 and ends at approximately 11:59:59 PM ET (Midnight) on December 13, 2019 (the “Sweepstakes Period”), during which all entries must be submitted. The Sweepstakes is governed by these Official Rules, and is subject to all applicable U.S. federal, state and local laws. The Sweepstakes website (the “Website”) is accessed through www.naturesweet.com/promotions (the “Website Address”). The Sponsor’s computer is the official time-keeping device of the Sweepstakes.

2. **ELIGIBILITY:** The Sweepstakes is open to current legal residents of the 50 United States and the District of Columbia who, at the time of entry, are 18 years of age or older, except for residents of AL and NE who must be 19 or older and residents of MS who must be 21 or older. Void where prohibited or restricted by law. Employees, officers and directors of NatureSweet and its competitors, and the respective parents, subsidiaries, divisions, affiliates and advertising or promotion agencies of each (individually and collectively, “Released Parties”) and members of their immediate families, are not eligible to win a prize in the Sweepstakes.

“Immediate family members” shall mean parents, children or spouses, regardless of where they live. To participate in the Sweepstakes, you must fully comply with the Official Rules and, by submitting an entry to participate, you represent and warrant that you agree to be bound by these Official Rules and the decisions of the Sponsor and any Sponsor-designees whose decisions shall be binding and final in all matters. Groups or organizations of any kind are not eligible to participate.

3. HOW TO ENTER: There is NO PURCHASE NECESSARY to participate. Neither a purchase of NatureSweet products nor method of entry selected increases your chances of winning. Enter online or by U.S. Mail. **Enter Online.** During the Sweepstakes Period visit the Website at www.naturesweet.com/promotions and fully complete the online registration form with all required information, including full name, date of birth, valid email address, phone number (including area code) and zip code. Read the Official Rules and indicate your agreement. After completing the online registration, each entrant will be required to follow the online instructions to upload an image of a purchase receipt showing the purchase of two (2) NatureSweet tomato products during the Sweepstakes Period as part of the online registration and entry process. Follow the online instructions to upload and submit your purchase receipt, then click on the “Enter Sweepstakes” button to submit your entry. You will receive one (1) entry into the Sweepstakes. Please, limit one entry per person per e-mail address. **Enter by US Mail.** To enter without using a computer or making a purchase of NatureSweet products, hand print your name, address, phone number, email address and date of birth on a 3" x 5" piece of paper and mail it in an envelope with proper postage to "Tomatoes and Touchdowns," Donovan Advertising, 180 West Airport Road, Lititz, PA 17543. You will receive one (1) entry into the Sweepstakes. Please, limit one entry per person per person per email address and one (1) entry per envelope. All mail-in entries must be handwritten and must be postmarked during the Sweepstakes Period and received by December 20, 2019. **All Entries.** All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Limit: There is a limit of one (1) entry per person by either method of entry during the Sweepstakes

Period. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, devices, identities and registrations, or any other methods, will void that entrant's entries and that entrant will be disqualified. Use of any automated system to participate is prohibited and will result in disqualification.

4. PRIZE: One (1) Grand Prize: One Grand Prize winner will receive a an ultimate college football experience prize package for two (2) Includes: two (2) tickets to the Biggest College Game Ever, includes hospitality access, round-trip coach air transportation for two (2) from a gateway commercial airport nearest to winner's home residence to the game location departing 1/12/20 returning 1/14/20; and two (2) nights lodging 1/12/20 - 1/14/20 (double occupancy) chosen by Sponsor; five hundred (\$500) spending money. Should the game portion of the Grand Prize be canceled, postponed or in any way abbreviated, the Sponsor shall have no liability or further obligation to the winner other than to supply the travel and lodging as described, minus the game tickets. Tickets are subject to terms and conditions as specified by the game officials. Seat locations will be determined by the Sponsor. The Sponsor, game officials and/or any other relevant party, reserve the right to remove or to deny entry to the Prize Winner and/or guest who engages in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the game. The terms and conditions of the tickets awarded as part of the Grand Prize will govern in the event the game is not played due to weather, an act of God, a threat or act of terrorism, civil disturbance or any other reason. Cash cannot be substituted for the tickets included as part of the Grand Prize, unless otherwise agreed to by the Sponsor. Unused tickets cannot be refunded, exchanged for cash or applied towards tickets for any subsequent years. No responsibility is assumed by the Sponsor for any cancelled, rescheduled, delayed or postponed game in whole or in part. All Grand Prize details are at the sole discretion of the Sponsor. The approximate retail value (ARV) of the Grand Prize is \$7,000 Actual value may vary based on point of departure and airfare fluctuations. Any difference between the actual cost and the ARV will not be awarded.

Taxes, if any, are the winner's responsibility. All other expenses including travel to and from originating airport, meals, drinks, gratuities, incidentals,

insurance of any type, etc. not specified are the responsibility of winner. Winner will be required to provide a major credit card upon lodging check-in, and all in-room charges will be charged to the credit card. Any damage to the lodging will be the responsibility of the prize winner. Prize must be used in January 2020, on dates scheduled by Sponsor; no alternative scheduling will be granted. Failure of winner to follow such schedule shall not obligate Sponsor in any manner to make alternate arrangements. Winner and winner's guest are responsible for having valid travel documents including government identification. Winner hereby acknowledges that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the trip. Winner and winner's guest must sign and return a travel liability/publicity release before travel will be booked. Sponsor bears no responsibility if any event, element or detail of this prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of a prize become unavailable, the Sponsor shall have no obligation to the prize winner aside from providing the remaining portion of the prize, minus any unavailable event, element or detail. An entrant is not a winner, even if the Sweepstakes should so indicate, unless and until entrant's eligibility has been verified and entrant has been notified that verification is complete. Sponsor will not accept any other evidence of winning in lieu of its validation process.

5. HOW DO I WIN? Potential Grand Prize winner will be selected in a random drawing conducted on or about December 22, 2019 from among all entries received during the Sweepstakes Period. Odds of winning will depend upon the total number of entries received. Three attempts to contact potential Grand Prize winner by express mail and/or telephone or e-mail at the postal address/phone number/e-mail address provided with entry will be made. Actual means of notification to be determined by Sponsor at its sole discretion. If a potential Grand Prize winner is unable to be reached within three (3) days of the third contact attempt, or refuses to accept the prize, the potential winner will be disqualified, and an alternate winner will be selected.

6. ENTRY ERRORS/ NO RETURN OF ENTRIES: Released Parties are not responsible for lost, misdirected, late, incomplete, damaged, invalid, unintelligible, misdirected entries or postage due entries, or for any incorrect or inaccurate entry information, whether caused by participant or by any of the equipment or programming associated with or utilized in this sweepstakes, or by any technical or human errors that may occur in the processing of entries. Once submitted, entries become the sole property of Sponsor and will neither be acknowledged nor returned.

7. POTENTIAL WINNER: The potential winner is subject to verification by Sponsor, whose decisions are final. Potential winner may be required to show proof of identification, including proof that he/she is the authorized account holder of the e-mail address associated with the winning entry. Sponsor reserves the right to substitute a prize with one of comparable or greater value. Sponsor reserves the right to conduct a background check of all records of any potential winner, including without limitation, civil and criminal court records and police reports. To the extent necessary under law, winner shall authorize this background check. Sponsor may also take all steps necessary to corroborate any information provided to Sponsor by winner. In that regard, winner will be obligated to provide necessary contacts and information so that Sponsor may conduct such investigation. Sponsor reserves the right (at its sole discretion) to disqualify a winner based on the results of the background check and select an alternate. A potential winner 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. Sponsor will not accept affidavits or other evidence of eligibility in lieu of its own validation process. Winning a prize is contingent upon fulfilling all requirements set forth herein. Winner is solely responsible for any and all expenses, relative to participation in the Sweepstakes (including acceptance and use of any prize) not specified herein.

8. LIMITATIONS OF LIABILITY:

[a] Limitations of Liability.

No responsibility or liability is assumed by Released Parties for technical problems or technical malfunction arising in connection with any of the following: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic or internet connectivity or other online communication problems; errors or limitations of any internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions or failure of any e-mail transmissions to be received by user; inaccessibility of the Website for reasons which may include without limitation traffic congestions on the Internet or the Website, unauthorized human or non-human intervention of the operation of the Sweepstakes, including without limitation, unauthorized tampering, hacking, theft or destruction of any aspect of the Sweepstakes of any Sweepstakes materials, or loss, miscount, misdirection, inaccessibility or unavailability of Website .

[b] Sweepstakes Cancellation.

Sponsor reserves the right, at its sole discretion, to modify, cancel, suspend and/or terminate the Sweepstakes in whole or in part (including determining that the Sweepstakes is void in one or more individual states) at any time during the Sweepstakes for any reason whatsoever, including without limitation, in the event that the Sweepstakes is illegal in any state, not capable of running as planned, or if there is, in the sole discretion of Sponsor, impairment, corruption or interruption of the administration, fairness, security or integrity or proper play of the Sweepstakes, for reasons associated with any of the technical problems, tampering, unauthorized human or non-human intervention, fraud, or other disabling causes. In the event of Sweepstakes cancellation, (a) Sponsor reserve the right at its sole discretion to disqualify any individual who tampers with the entry process, void any entries submitted fraudulently, and/or conduct a random drawing to award the prize using all non-suspect, entries received as of the date of such action. Should the Sweepstakes be terminated or modified prior to the stated expiration date, notice will be posted on the Website, and (b) Sponsor shall not have any further liability with respect thereto.

[c] Conditions of Participation.

Sponsor reserves the right to restrict an individual from registering and participating in the Sweepstakes with more than one e-mail address. If applicable, any dispute as to the owner of an e-mail address will be resolved in favor of the authorized account holder of such e-mail address as assigned by the e-mail account by an Internet access provider. Sponsor may, at its sole discretion, disqualify any individual from this Sweepstakes in the event it deems, in its sole discretion, that such individual has attempted to damage, tamper with or corrupt the operation of the Sweepstakes, or is in violation of these Official Rules, or is acting with intent to annoy, harass or abuse any other person. Sponsor may, at its sole discretion, disqualify any individual from this Sweepstakes in the event it deems, in its sole discretion, that such individual is engaging in any fraudulent, potentially fraudulent, unusual, non-standard activity or any activity deemed in Sponsor's sole discretion, to be in violation of these Official Rules or generally inconsistent with the intended operation of the Sweepstakes.

[d] Modification of Rules.

Sponsor may modify and amend these Official Rules as they appear online from time to time during the Sweepstakes Period for clarification purposes without materially affecting the terms and conditions of the Sweepstakes. Sponsor is not responsible for any typographical errors in the Official Rules, Website pages or other materials associated with the Sweepstakes.

9. RELEASES: Potential prize winner will be required to sign and return an affidavit of eligibility and liability/publicity release within five (5) days of notification before the prize will be awarded. In the event: (a) of noncompliance with the above within the aforesaid time period, (b) potential winner is found to be ineligible to enter the Sweepstakes or receive the prize, (c) potential winner cannot or does not comply with the Official Rules, (d) potential winner's Affidavit is returned as undeliverable for whatever reason, or (e) potential winner fails to fulfill the Affidavit-related obligations, the potential winner shall be disqualified from the Sweepstakes, and an alternative winner will be selected if time permits

before the scheduled playing of the Biggest College Game Ever. The prize recipient and all Sweepstakes participants, as a condition of accepting a prize or as a condition of participating in the Sweepstakes, agree to release Released Parties from any and all liability, claims or actions of any kind whatsoever including, but not limited to, for personal injury, bodily injury including wrongful death, damages to property, and damages or loss of any other kind which may be sustained in connection with the receipt, ownership or use of the prize or while traveling to, preparing for and/or participating in any Sweepstakes-related activity.

10. PUBLICITY RELEASE; USE OF PERSONAL INFORMATION:

Except where prohibited or restricted by law, each winner's acceptance of a prize constitutes the winner's agreement and consent for Sponsor to use and/or publish winner's full name, city and state of residence, photographs or other likenesses, pictures, portraits, voice, testimonials, biographical information (in whole or in part), and/or statements made by winner regarding the Sweepstakes or Sponsor, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or Sweepstakes on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval. By entering the Sweepstakes, Participants will be sharing their personal information with Sponsor. Personally identifiable information that is submitted by Participants as part of this Sweepstakes will be used to administer the Sweepstakes, select prize winners and fulfill prize administration requirements, such as notifying applicable states of the winner's identity and otherwise making the winner's identity known to the public. In addition, all information submitted online is subject to, and will be treated in a manner consistent with, Sponsor's *Privacy Policy*.

<https://naturesweet.com/privacy-policy/>

11. DISPUTE RESOLUTION AND CHOICE OF LAW: The decisions of the Sponsor are final on all matters relating to the Sweepstakes including, without limitation, the construction, validity, interpretation and enforceability of these Official Rules. Any and all disputes, claims, and

causes of action of every kind and nature including, but not limited to, initial claims, counterclaims, cross-claims, third party claims and claims based upon contract, tort, intentional tort, statutes, regulations, common law and equity arising out of or in connection with this Sweepstakes, or any prize awarded, including the determination of the scope or applicability of this Agreement to Arbitrate (collectively, "Disputes"), shall be resolved individually, without resort to any form of class action or any purported representative capacity on behalf of others similarly situated, by arbitration to be held in San Antonio, TX unless otherwise agreed to by the parties, before a single arbitrator, and that this procedure shall be the exclusive mechanism for resolving any Dispute. The arbitration shall be administered pursuant to the rules of the American Arbitration Association. The decision and/or award rendered by the arbitrator shall be written, final and non-appealable, and judgment on such decision/award may be entered in any court having jurisdiction thereof, and any judicial proceeding shall take place in a federal or state court for San Antonio, TX and any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees, provided, however, the non-prevailing party shall be liable to the prevailing party for the reasonable attorney fees and other out-of-pocket expenses actually incurred by the prevailing party with respect to such proceeding. Under no circumstances will a participant be permitted to obtain awards for, and each participant hereby waives all rights to claim punitive, incidental, or consequential damages, any other damages other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. The arbitration proceeding, and all pleadings and evidence, shall be in the English language. Any evidence originally in a language other than English shall be submitted with a certified English translation accompanied by an original or true copy thereof. All activities conducted under this paragraph, including without limitation any and all proceedings and decisions of the arbitrator shall be deemed "Confidential Information" of each of the parties and shall be kept in confidence by each party. All issues and questions concerning the printing, construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participants and the 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 law rules or provisions (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.

12. WINNERS' LIST/OFFICIAL RULES: These Official Rules and the identity of the winner will be posted on the Website. To receive a copy of these Official Rules or to learn the identity of the winner by mail, send a self-addressed, stamped #10 envelope for receipt by March 31, 2020 to: "NatureSweet Tomatoes and Touchdowns Sweepstakes Winner/Rules" (please specify which one), 180 West Airport Road, Lititz, PA 17543.

13. SPONSOR: The Sponsor of the Contest is NatureSweet Ltd., 2338 North Loop 1604 West, Suite 200, San Antonio, TX 78248. Sponsor reserves the right to cancel this Sweepstakes at any time in its sole discretion and substitute another promotion in its place.

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