

OFFICIAL RULES FOR THE NatureSweet® Sweet Start Giveaway

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS GIVEAWAY. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID OUTSIDE THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA, AND WHERE PROHIBITED. SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS. BY SUBMITTING AN ENTRY, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES. THIS GIVEAWAY IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, INSTAGRAM OR TWITTER.

- 1. Entry Period:** The NatureSweet® Sweet Start Giveaway (“Giveaway”) begins at 12:00 AM Eastern Time (“ET”) on January 27, 2020 and ends at 11:59 PM ET (Midnight) on March 8, 2020 (“Giveaway Period”). Administrator’s computer is the official time keeping device for this Giveaway.

Table 1

Entry Period	Winner Notification Dates (On or About)
01/27/2020 12:00 AM ET to 03/08/2020 11:59 PM ET	03/10/2019

2. Eligibility: The Giveaway 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 who have reached the age of majority in their jurisdiction of residence at the time of entry. Officers, directors and employees of NatureSweet® (“Sponsor”), Donovan Advertising (“Administrator”), and their respective parents, subsidiaries, representatives, contractors, consultants, mandatories, affiliated companies, franchisees, advertising and promotional agencies, legal counsel, website providers, web masters, persons engaged in the development, production or distribution of materials for this Giveaway, 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) are not eligible to win a prize in this Giveaway. Entry into this Giveaway constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's and/or Administrator's decisions, which are final and binding in all matters related to the Giveaway. Winning a prize is contingent upon fulfilling all requirements set forth herein.

3. How to Enter: You may enter the Giveaway in one of three (3) ways during the Giveaway Period:

(i) Go to the NatureSweet® Instagram page at <http://instagram.com/nstomatoes> and become a follower. Then post an original photograph or video of your healthy snack idea, salad or recipe which includes NatureSweet® Tomatoes on your Instagram account by tagging @nstomatoes and including the hashtags #NatureSweetStart #Giveaway in the caption field. The photo or video that you post must meet the requirements set forth below and must otherwise be compliant with all of the provisions of these Official Rules. Once you have completed these steps, you will automatically be entered with one (1) entry into the Giveaway. **You must be a follower of NatureSweet® on Instagram and tag @nstomatoes and include both the #NatureSweetStart and #Giveaway hashtags in your post in order for your entry to be eligible.** You must have an Instagram account and your account must be set to the “public” setting to enter via this method. If you do not have an Instagram account, you may sign up for a free account at www.instagram.com. Text and data charges may apply if you are accessing Instagram from your mobile device to enter this Giveaway. Check your wireless carrier for mobile phone capabilities and pricing plan details. **Note:** If you stop following the NatureSweet® Instagram account or deactivate your Instagram account at any time prior to the selection of winners, as described below, your entry will be void. Multiple entrants are not permitted to share the same Instagram account.

(ii) Go to the NatureSweet® Twitter page at <https://twitter.com/nstomatoes> and become a follower. Then post an original photograph or video of your healthy snack idea, salad or recipe which includes NatureSweet® Tomatoes on Twitter. You must tag @nstomatoes and include the hashtags #NatureSweetStart and #Giveaway in the

caption field. The photo or video that you post must meet the requirements set forth below and must otherwise be compliant with all of the provisions of these Official Rules. Once you have completed these steps, you will automatically be entered with one (1) entry into the Giveaway. **You must be a follower of NatureSweet® on Twitter and tag @nstomatoes and include both the #NatureSweetStart and #Giveaway hashtags in your post in order for your entry to be eligible.** You must have a Twitter account and your account must be set to the “public” setting to enter via this method. If you do not have a Twitter account, you may sign up for a free account at www.twitter.com. Text and data charges may apply if you are accessing Twitter from your mobile device to enter this Giveaway. Check your wireless carrier for mobile phone capabilities and pricing plan details. **Note:** If you stop following the NatureSweet® Twitter account or deactivate your Twitter account at any time prior to the selection of winners, as described below, your entry will be void. Multiple entrants are not permitted to share the same Twitter account.

(iii) Go to the NatureSweet.com/Promotions webpage during the Entry Period. Post an original photograph or video of your healthy snack idea, salad or recipe which includes NatureSweet® Tomatoes. The photo or video that you post must meet the requirements set forth below and must otherwise be compliant with all of the provisions of these Official Rules. Enter your name, email address, and caption and submit your information via the entry form on the website. Once you have completed these steps, you will automatically be entered with one (1) entry into the Giveaway.

Entries received via any of the methods described above will be referenced herein as each an “Entry”. The method of entry you select will not effect your chance to win. The person who submits the Entry will be considered the entrant (“Entrant”). Submission of erroneous or incomplete information will void the submitted Entry. **Limit one (1) Entry per Entry Period per person, per household and per Instagram or Twitter account for the duration of the Giveaway Period, regardless of method of entry.** If multiple Entries are received in excess of the stated limitation from any person, household, Instagram or Twitter account ²during the Giveaway Period, only the first such Entry received from such person, household, Instagram or Twitter account will be eligible for entry. By submitting an Entry via Instagram or Twitter, the Entrant consents to being contacted by direct message (“DM”) on Instagram or Twitter if selected as a potential winner. Entries will not be acknowledged or returned. Should multiple users of the same Instagram or Twitter account enter the Giveaway and a dispute thereafter arises regarding the identity of the Entrant, the authorized account holder of said Instagram or Twitter account at the time of entry will be considered the Entrant and required to comply with these Official Rules. In the event of a dispute as to any Entry, the authorized account holder of the Instagram or Twitter account will be deemed to be the Entrant and he/she must comply with these Official Rules. The “authorized account holder” is the natural person assigned the Instagram or Twitter account. The potential winner may be required to show proof of being the authorized account holder or forfeit the prize. Each online Entry submission must be manually key stroked and manually entered by the individual Entrant; automated and/or repetitive electronic submission of Entries (including but not limited to Entries made using any script, macro, bot or Giveaway service) will be disqualified. No mechanical reproductions or facsimiles of mail-in entries will be accepted and all such entries will be void. All Entries must be in English. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply.

Your Entry may **not** contain any content that the 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 disparaging remarks about other people, products or companies;
 - (c) be violent or promotes the use of alcohol, illegal drugs, tobacco, or weapons; promotes 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 any other submitted Entry;
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- (h) contain copyrighted materials owned by others;
- (i) contain third-party trademarks, logos, trade dress or insignia, except NatureSweet® materials (as defined below), including brand names of products;
- (j) contain any personal identification, such as persons' 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 another's rights, including but not limited to material that violates privacy, publicity, or intellectual property rights, or that constitutes copyright infringement;
- (m) violate any federal, state or local laws or ordinances; or
- (n) include or refer to any third parties, including but not limited to minors, celebrities and friends, who have not expressly authorized such inclusion or reference. Entrant must be prepared to provide signed third party authorizations upon request.

The Sponsor reserves the right to reject any Entry which Sponsor determines, in its sole and absolute discretion, does not meet the above criteria or is otherwise offensive or is not in keeping with the Sponsor's image and reputation. Sponsor reserves the right to remove any Entry without prior notice.

Sponsor grants you a limited revocable, non-sub-licensable, license to use NatureSweet® trademarks, logos, and trade dress (collectively, "The NatureSweet® materials") for the sole purpose of creating an Entry, and you may make no further use whatsoever of the Entry for any other purpose. In addition, you agree that all of the right, title, and interest in The NatureSweet® materials shall vest exclusively in Sponsor, and you will not have or take any action that might harm or adversely affect such rights. No right, title, or interest in and to The NatureSweet® materials except for the limited license granted to you in these Official Rules is being transferred or created.

By entering, you represent and warrant that (a) you are the sole owner of your Entry and all rights in your Entry; (b) you have the right to submit the Entry and to transfer and assign to the Sponsor rights in the Entry, as described below; (c) your Entry consists of only your original work and no part of your Entry has previously been published anywhere else; (d) you have not granted any person, corporation or other entity any rights to use your Entry; (e) your Entry complies with these Official Rules and the requirements above, and any applicable community guidelines, terms of use, and any other binding terms on Instagram or Twitter (as appropriate); (f) your Entry does not defame or violate the rights of publicity or privacy of any person, living or deceased, or otherwise infringe upon the publicity rights or privacy of any third person, living or deceased, or otherwise infringe upon any person's personal or property rights or other third party rights; (g) your Entry is not offensive or inappropriate, as determined by Sponsor in its sole discretion, nor does it violate any law; and (h) if your Entry contains third party elements not owned by you, you have obtained written consent from those owners to submit your Entry and, if requested to do so, you can and will produce such written consent in a form and manner acceptable to the Sponsor. Failure to provide such proof on request may render your Entry null and void. By submitting an Entry, you warrant and represent that you consent to the submission and use of the Entry in the Giveaway and to its use as otherwise set forth herein.

Entrants understand and agree that they shall retain all ownership rights in Entry; however, by submitting an Entry, Entrant hereby grants Sponsor a perpetual, worldwide, irrevocable, non-exclusive, royalty-free, sub-licensable and transferable license to edit, publish, use, adapt, exploit, modify or dispose of any Entry, in whole or in part, online, in print, film, television, or in any other media now or hereafter known throughout the world in perpetuity without compensation, permission or notification to Entrant or any third party, for any purpose whatsoever.

By submitting an Entry, you acknowledge and agree that Sponsor may obtain many submissions in this Giveaway and that your Entry may be similar or identical in theme, idea, format or other respects to others submitted in this Giveaway or other promotions sponsored by the Sponsor, or to other ideas conceived by or provided to Sponsor, and 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 and/or used by the Sponsor (or its designees) are similar or identical to your Entry. Except where prohibited by law, you acknowledge and agree that the 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 the infringement or protection of any copyright in and to your Entry.

By entering this Giveaway, you signify and agree that your Entry and any other materials submitted in connection with this Giveaway may be posted or otherwise appear on Sponsor's website and/or other social media sites or applications for public viewing during or after the conclusion of the Giveaway Period. Released Parties (as defined below) are not liable for the use of any Entry by any third party. Entrant acknowledges and agrees that Released Parties have no, nor shall have in the future, any duty or liability, direct or indirect, vicarious, contributory or otherwise, with respect to the infringement or protection of any copyright in and to any Entry.

4. Determination of Winners: On or about March 9, 2020 the Sponsor will select the name of the potential winner in a random drawing from among all entries receiving during the Entry Period, subject to verification of eligibility and compliance with these Official Rules. The odds of winning are based on the number of eligible entries received. One (1) Grand Prize Winner and four (4) First Place winners will be selected.

Verification of Potential Winners: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR AND/OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE GIVEAWAY. 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: There is one (1) grand prize package to be won. The grand prize consists of (1)\$1500 Gift Card from Flightgiftcard.com, (1) \$750 Gift Card from Hotels.com and (1) \$750 Visa Gift Card for spending money. Total Estimated Retail Value ("ERV") of the grand prize is \$3,000. Issuer terms and conditions apply to gift cards; see front and back of card for terms. There will be four (4) first prizes consisting of (1) \$200 Gift Card from AirBnB and (1) \$300 Visa Gift Card for spending money. Total Estimated Retail Value ("ERV") of the four (4) first prizes is \$500 each.

Table 2

GRAND PRIZE:

There is one (1) grand prize to be won, consisting of the following:

Description	Amount (ARV)
Gift Card for Flightgift.com	\$1500
Hotels.com™ Gift Card for your stay	\$750
Visa® Gift Card for spending money	\$750
TOTAL	\$3000

FIRST PRIZE:

There are (4) first prizes to be won, consisting of the following:

Description	Amount (ARV)
Airbnb Gift Card	\$200
Visa® Gift Card for Spending Money	\$300
TOTAL	\$500

Winners will be responsible for all taxes (including federal, state and local taxes) and any other costs and expenses associated with acceptance and use of the prize not described herein as being awarded. Prizes are not transferable, redeemable for cash, or substitutable except by Sponsor, which reserves the right, at its discretion, to substitute the prize or a portion of the prize with one of comparable or greater value. Sponsor will not replace lost or stolen prizes. Limit one (1) grand prize winner and four (4) first prize winners.

Potential winners will be notified on or about March 10 by email, DM to his or her Instagram or Twitter account (as applicable), and will be required to respond within three (3) business days of such notification. Except where legally prohibited, the potential winners may be required to sign and return an Affidavit of Eligibility and Publicity/Liability Release within five (5) days of the issuance of such document in order to claim his/her prize. If any prize or winner notification sent to a potential winner is undeliverable, or any phone number provided by a potential winner is incorrect or no longer in service, or a response to any given e-mail, phone call or DM is not received within three (3) business days of the date of its issuance, or if he/she fails to sign and return the Affidavit of Eligibility and Publicity/Liability Release within the required time period (if applicable), or a potential winner does not comply with these Official Rules (in Sponsor's sole discretion) or is disqualified for any reason, the prize may be forfeited and, at Sponsor's discretion, Sponsor will award the applicable prize to an alternate winner selected in accordance with the selection criteria described above.

6. Release/Limitations of Liability and General Conditions: By participating, Entrants agree as follows: a) to abide by these Official Rules, and to the decisions of Sponsor and the Administrator, which shall be final and binding in all respects; and b) THAT SPONSOR, DONOVAN ADVERTISING, ADMINISTRATOR, INSTAGRAM, TWITTER AND ANY 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 OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE GIVEAWAY PRIZE, ENTRY OR PARTICIPATION IN THIS GIVEAWAY OR IN ANY GIVEAWAY-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR PRIZE³ DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM. EVERYTHING RELATING TO THIS GIVEAWAY, INCLUDING ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND. Released Parties are not responsible for 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, typographical or otherwise relating to or in connection with this Giveaway, including, without limitation, errors, problems or difficulties which may occur in connection with the administration of the Giveaway, the processing of Entries, the announcement of the prizes or in any Giveaway-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 mail that are illegible, lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered or postage due, garbled or delayed by computer transmissions, and all such Entries are void. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Persons found tampering with or abusing any aspect of this Giveaway or who are in violation of these Official Rules as solely determined by Sponsor will be disqualified and their Entry/ies will be void. Every Entry must be manually keystroked and manually entered by Entrant and repetitive automated electronic submission of Entries is specifically disallowed. Use of script, macro or automated entry software or programs or any other means that subvert the entry process is prohibited and all such Entries will be void. In the event the Giveaway is compromised by virus, bugs, worms, non-authorized human intervention, or other causes which corrupt or impair the administration, security, fairness or proper play of the Giveaway, or if the Giveaway is unable to run as planned for any other reason, Sponsor reserves the right in its sole discretion to modify, suspend or terminate the Giveaway or any portion thereof and/or terminate the participation of any Entrant (and void his/her Entry/ies) whose conduct potentially compromises the Giveaway and, if terminated, at its sole discretion award the prizes in a random drawing from among all eligible non-suspect Entries received prior to the act requiring such termination. 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 Giveaway or undermine the legitimate operation of the Giveaway may be a violation of criminal and 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.

7. License and Publicity Release: EXCEPT WHERE PROHIBITED BY LAW, PARTICIPATION IN THE GIVEAWAY CONSTITUTES EACH ENTRANT'S GRANT TO SPONSOR (WHICH GRANT SHALL BE CONFIRMED IN WRITING AS CONDITION OF WINNING THIS GIVEAWAY), ITS PARENT, 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, ENTRANT'S NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS AND BIOGRAPHICAL INFORMATION (INCLUDING BUT NOT LIMITED TO HOMETOWN AND STATE) FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING WITHOUT LIMITATION THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION.

BY SUBMITTING AN ENTRY, EACH ENTRANT AGREES THAT SUCH ENTRY, COMMUNICATIONS OR SUBMISSIONS, CREATIVE SUGGESTIONS, IDEAS, NOTES, CONCEPTS OR OTHER MATERIALS (COLLECTIVELY, THE "SUBMISSION") THAT ENTRANT MAY SUBMIT TO SPONSOR IN CONNECTION WITH THIS GIVEAWAY, INCLUDING ALL RIGHTS EMBODIED THEREIN, WHETHER SENT VIA A WEBSITE, BY ELECTRONIC MAIL OR BY SOME 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, NON-PROPRIETARY AND SPONSOR SHALL HAVE NO OBLIGATION OF ANY KIND WITH RESPECT TO SUCH SUBMISSION AND SHALL BE FREE TO EDIT, EXPLOIT, MODIFY, PUBLISH, REPRODUCE, USE, DISCLOSE, DISSEMINATE AND DISTRIBUTE THE SUBMISSION TO OTHERS WITHOUT LIMITATION IN ANY AND ALL MEDIA NOW KNOWN OR NOT CURRENTLY KNOWN, THROUGHOUT THE WORLD IN PERPETUITY FOR ANY PURPOSE WITHOUT COMPENSATION, PERMISSION OR NOTIFICATION TO ENTRANT OR ANY THIRD PARTY. BY SUBMITTING AN ENTRY, ENTRANT HEREBY GRANTS SPONSOR A ROYALTY FREE, IRREVOCABLE, AND WORLDWIDE, IN PERPETUITY LICENSE TO USE THE SUBMISSION IN ANY FORM OR FORMAT AND TO MODIFY THE SAME FOR USE FOR ANY PURPOSE, AND ACKNOWLEDGES AND AGREES THAT IF SPONSOR DOES USE THE SUBMISSION ENTRANT SHALL NOT BE ENTITLED TO ANY CREDIT, CONSIDERATION, NOTICE OR PAYMENTS OF ANY KIND. ENTRANT WAIVES ANY MORAL RIGHTS HE OR SHE MAY HAVE TO THE SUBMISSION, AND AGREES THAT IF SPONSOR ELECTS TO USE SUBMISSION FOR ANY PURPOSE, ALL RIGHTS UNDER COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS WHICH MAY RESULT FROM SPONSOR'S ELECTED USE OF THE ENTRANT'S SUBMISSION BY SPONSOR SHALL BE THE SOLE PROPERTY OF SPONSOR. ENTRANT FURTHER AGREES THAT IF SPONSOR ELECTS TO USE THE ENTRANT'S SUBMISSION, ENTRANT WILL EXECUTE ANY DOCUMENTS REQUESTED BY SPONSOR REGARDING THIS LICENSE OR ASSIGNMENT. IF ANY USE BY SPONSOR OF THE SUBMISSION CAUSES IT TO BE LIABLE TO ANY THIRD PARTY, ENTRANT AGREES TO INDEMNIFY SPONSOR AND ITS AGENTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES AND ALL RELATED PARTIES FROM AND AGAINST ANY AND ALL DAMAGES, COSTS, JUDGMENTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) WHICH IT INCURS AS A RESULT OF ITS USE OF THE SUBMISSION.

8. Nature of Relationship/Waiver of Equitable Relief: Each 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. Each 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. Each 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: The decisions of the Sponsor are final on all matters relating to the Giveaway 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 Giveaway, 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 Giveaway, 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 Giveaway, 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.

10. Privacy/Use of Entrant's Information: Information submitted in connection with the Giveaway will 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. Winners List/Official Rules: The names of the winners (available after 03/31/2020) and/or a copy of these Official Rules may be obtained by mailing a self-addressed, stamped #10 envelope to: NatureSweet® Sweet Start Giveaway Winners/Rules (please specify which), 180 West Airport Rd, Lititz PA 17543.

12. Sponsor/Administrator: The Sponsor of this Sweepstakes is: NatureSweet®, 2338 N Loop 1604 W #200 San Antonio, TX USA 78248. The Administrator of this Sweepstakes is: Donovan Advertising, 180 West Airport Rd, Lititz, PA 17543.

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