



## PRODUCE FOR KIDS® & VILLAGE FARMS HOLIDAY SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. **Entry Period.** The Produce for Kids & Village Farms Holiday Sweepstakes (“Sweepstakes”) begins December 6, 2017 at 12:01am EST (“Start Date”) and ends December 31, 2017 at 11:59pm EST (“Sweepstakes Period”). This Sweepstakes is void where prohibited or restricted by law.
2. **Eligibility.** The Sweepstakes is open to individual legal residents of the 50 United States and the District of Columbia, age 18 or older as of the Start Date. Produce for Kids and its subsidiaries, affiliates, sales representatives, and any other parties associated with the development and execution of this Sweepstakes (and their immediate families and members of the same household) may not participate in this Sweepstakes.
3. **How to Enter.** To enter, you must: (1) go to <https://www.produceforkids.com/4-festive-tomato-recipes-holidays/> (“Event Webpage”), then (2) complete the Entry Form and click submit. All information provided by the entrant (“Entrant”) must be complete, true and correct. All submitted entries become the property of Sponsor and will not be acknowledged or returned; Sponsor is not responsible for lost, late, inaccurate, incomplete, damaged, illegible, or misdirected entries. Limit one entry per person. **All entries must be submitted by December 31, 2017.** Information collected as part of this Sweepstakes will only be used as described in Sponsor’s privacy policy, available at <http://www.produceforkids.com/site/privacy.html>.
4. **Selection of Winners.** Three (3) winners, a 3<sup>rd</sup> place, 2<sup>nd</sup> place and grand prize winner, will be selected from among all eligible entries received in a random drawing (“Drawing”). The Drawing will occur on or about January 2, 2018. The winners will be notified on or about January 3, 2018 by email at the email address provided upon entry.
5. **Prizes and Odds.** One (1) grand prize winner will receive one (1) gift basket of Village Farms tomatoes (estimated retail value of grand prize: \$100, provided by Village Farms). One (1) second prize winner will receive one (1) PlanetBox stainless steel lunchbox (estimated retail value of grand prize: \$56, provided by Village Farms). One (1) third prize winner will receive one (1) Village Farms apron (estimated retail value of grand prize: \$20, provided by Village Farms). Odds of winning depend upon the number of eligible entries received. Sponsor reserves the right to substitute prizes of equal or greater value. No other substitution or transfer of prizes permitted. Sponsor is responsible only for prize delivery; not responsible for prize utility, quality or otherwise. Taxes and fees, if any, are the sole responsibility of the winner.

Winning entries may be highlighted in press materials and on produceforkids.com.

6. **Verification of Winner and Delivery of Prize.** Each winner may be required to sign an affidavit of eligibility and liability release and, a publicity release (unless prohibited by law). Prizes may be awarded to an alternate winner if the affidavit/release is not returned within seven (7) business days after the prize notification e-mail is sent to a winner or if the Prize notification email or the Prize is returned as undeliverable. Prizes will be awarded within sixty (60) days after winner verification.

In the event of a dispute regarding who submitted an Entry, Entries will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. An Entrant may be required to provide proof (in a form acceptable to Sponsor – including, without limitation, government-issued photo identification) that he/she is the authorized account holder of the email address associated with an Entry.

7. Entry Disqualification. Sponsor is not responsible for, nor is Sponsor required to count, in its sole and absolute discretion, late, lost, misdirected, unlawful or illicit entries submitted that are achieved through any fraudulent means, unsportsmanlike conduct or in a manner otherwise inconsistent with these Official Rules. Sponsor reserves the right to eliminate any entries to the Sweepstakes if Sponsor, in its sole discretion, determines that an Entrant is not abiding by these Official Rules or is otherwise acting in an unsportsmanlike or inappropriate manner.
8. Limitation of Liability. Sponsor, in its sole and exclusive discretion, reserves the right to suspend, cancel or modify the Sweepstakes without notice or liability if the integrity of the Sweepstakes is compromised in any manner as determined by Sponsor, or if the Sweepstakes is not capable of being conducted as intended by Sponsor. In the event of any such cancellation, termination or suspension, a notice will be posted and a random drawing will be held from among all eligible, non-suspect entries received prior to such time. Sponsor reserves the right, at its sole discretion, to disqualify any Entrant (and his/her Sweepstakes entry) from this Sweepstakes or any other promotion conducted now or in the future by Sponsor or any of its affiliates if he/she tampers with the entry process or if his/her fraud or misconduct affects the integrity of the Sweepstakes. Sponsor assumes no responsibility for any loss or damage to Entrant's, or to any other person's computer relating to, or resulting from, entering or accessing or downloading any information or software in connection with this Sweepstakes or otherwise participating in the Sweepstakes. Sponsor and its agents are not responsible for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the Entrant, for printing or typographical errors in any Sweepstakes-related materials, or by any of the equipment or programming associated with or utilized in this Sweepstakes, or by any human or other errors that may occur in connection with this Sweepstakes. Further, Sponsor is not responsible for electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in Entrant's e-mail account to receive e-mail messages. The use of automated software or computer programs to register or to enter the Sweepstakes is prohibited and any individual who uses or attempts to use such methods to register or to enter will be disqualified.
9. Release and Indemnity. Entrant releases Sponsor, any parties associated with the development and execution of this Sweepstakes, and their respective parents, subsidiaries, affiliates, successors, licensees, and assigns, and each of their officers, directors, employees, and agents (the "Indemnitees"), from any and all liability with respect to, or in any way arising from, this Sweepstakes, including, but not limited to, any suspension, modification or cancellation of the Sweepstakes, and any liability for personal injury, damages or loss. Furthermore, by participating in the Sweepstakes, Entrant agrees to indemnify, defend and hold harmless Indemnitees, from and against any and all claims, losses, costs, damages, liabilities and costs and expenses (including reasonable attorneys' fees and costs) which arise out of any breach of these Official Rules.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL INDEMNITEES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS.

ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND

CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

10. Governing Law. Except where prohibited, Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes or any Prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Georgia, County of Tattnall USA; and (b) all issues and questions concerning these Official Rules and the Sweepstakes shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules.
11. Winners' Names. To find out the names of the winners, send an email no later than January 31, 2018 to [info@produceforkids.com](mailto:info@produceforkids.com) with the following subject line: "Produce for Kids Sweepstakes Winners List Request."
12. Sponsor. Produce for Kids, Inc., 2901 Curry Ford Road, Suite 209-C, Orlando, FL 32806.
13. Opt-Out. To be removed from Sponsor's mailing list, please send your request to [info@produceforkids.com](mailto:info@produceforkids.com).
14. Question/Comments. Send an e-mail to [info@produceforkids.com](mailto:info@produceforkids.com).