

National Fruits & Veggies Month™ Have A Plant™ Contests – OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR CONTRIBUTION WILL NOT IMPROVE CHANCE OF WINNING. VOID WHERE PROHIBITED.

1. **Preliminary Information and Contest Period:** The National Fruits & Veggies Month™ Have A Plant™ Contests (Campaign) are open for entries starting every Monday in September, when announced on social media, and ending at 11:59 p.m. Eastern standard time on the Sunday of that week. Campaign is subject to all applicable federal, state and local laws. This Campaign is sponsored by the Produce for Better Health Foundation (Sponsor), 8816 Manchester Road, PMB #408, Brentwood, MO 63144-2602.
2. **Agreement to Rules:** By participating, the Contestant agrees to be fully and unconditionally bound by these Rules and decision of Sponsor, which shall be final and binding. Contestant represents and warrants that they meet the eligibility requirements. In addition, Contestant agrees to accept the decisions of Sponsor as final and binding as it relates to the content of this Campaign.
3. **Eligibility:** Contestant may enter to win if he or she is a legal resident of the U.S. and age 18 or older at the time of entry. Contestant's submission may include family member and/or friend of a Contestant provided that such family member or friend consents to being featured in the submission. If Contestant chooses to feature his or her children under the age of 18 in his/her submission, Contestant grants Sponsor permission to display, broadcast and/or share video for promotional purposes of this Campaign or future Campaigns. Employees, officers, directors, agents, representatives and their immediate families (parents, children, siblings, spouse and each of their respective spouses, regardless of where they live) or members of the households of the Produce for Better Health Foundation/Sponsor, their parent companies, subsidiaries, agencies and anyone connected with the production and distribution of this Campaign may submit an entry for use by Sponsor solely to promote the Campaign, but are not eligible to win or be awarded a prize.
 - **How to Enter:** Every Monday of September, the Produce for Better Health Foundation will release a contest across its social channels. Be sure to follow the instructions outlined for each contest in the Produce for Better Health Foundation's social media posts.
 - Week of 9/2: Take a selfie with or picture of your colorful, plant-powered shopping cart while at the grocery store.
 - Week of 9/9: Take a selfie with or picture of a new fruit you tried.
 - Week of 9/16: Take a selfie with or picture of a new vegetable you ate.
 - Week of 9/23: Take a selfie with or picture of your plant-packed plate.
 - Each post must include the hashtags #haveaplant #haveaplantpledge and #NFVM2019 to be eligible to win.
 - Each post must tag the Produce for Better Health Foundation's social media handles (Facebook: [@fruitsandveggies](#), Twitter: [@Fruits_Veggies](#), Instagram: [@fruitsandveggies](#)).

- A winner will be selected at random at the end of each week and will be contacted via direct message for full name and mailing information.

Multiple entries per person or household will be accepted and judged, but only one (1) prize will be awarded per person or household. Entries that are incomplete or that contain errors, copyrighted images or inappropriate/derogatory/defamatory images or language, guns/firearms, nudity, violence or profanity will be automatically disqualified at Sponsor's sole discretion. Sponsor is not responsible for lost, late, misdirected, altered or destroyed entries. The odds of winning depend on the number of eligible entries received and/or the number of contestants participating in the contest. If Contestant uses fraudulent methods or otherwise attempts to circumvent the rules, the submission may be removed from eligibility at the sole discretion of Sponsor. The Contestant may be asked to provide all appropriate clearances, permissions and releases for the submission.

All entries become the property of Sponsor and will not be returned. Proof of sending will not be deemed proof of receipt by Sponsor. Sponsor reserves the right to edit or summarize the submission or any written description or picture prior to posting to Sponsor's website and/or social media channels.

4. **Prize:** Weekly Winners will receive a \$150 Amazon gift card and an official Have A Plant™ t-shirt.

Gift card and Have A Plant™ t-shirt will be sent to Winner's address provided within two (2) to four (4) weeks of notification. Any applicable Federal, State or Local taxes are solely the responsibility of the winner and paying any expenses associated with any prize which are not expressly included as part of the prize. Prizes are not transferable redeemable for cash or exchangeable for any other prize. Sponsor reserves the right to substitute a prize package with another prize of equal or greater value if advertised prize or any component thereof is not available.

5. **Winner Selection and Notification:** Winner will be selected under the supervision of the Sponsor. Winner will be notified by direct message on Facebook, Instagram or Twitter within five (5) days following selection of Winner. Sponsor shall have no liability for Winner's failure to receive notices due to spam, junk email, or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within three (3) days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited, and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. Any violation of these official rules by winner (at Sponsor's sole discretion) will result in Winner's disqualification, and all privileges as Winner will be immediately terminated.
6. **Rights Granted by Contestant:** By entering this Campaign, Contestant understands and agrees that Sponsor, anyone acting on behalf of Sponsor, and Sponsor's licensees, successors, and assignees, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed,

in perpetuity and throughout the World, without limitation, Contestant's entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent. By entering this Campaign, Contestant represents and warrants that entry is an original work of authorship and does not violate any third party's proprietary or intellectual property rights or right of publicity. If entry infringes upon the right of any third party including, without limitation, any intellectual property right or right of publicity, Contestant will be disqualified at the sole discretion of Sponsor. If the content of the entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights or right of publicity of any third party, Contestant shall, at his or her sole expense, defend or settle against such claims. Contestant shall indemnify, defend, and hold harmless Sponsor from and against any suit, proceeding, claims, liability, loss, damage, costs or expense (including attorneys' fees), which Sponsor may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

7. **Terms & Conditions:** Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Sponsor's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Sponsor may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. Sponsor has the right, in its sole discretion, to maintain the integrity of the Campaign, to void entries for any reason. Any attempt by a Contestant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, Sponsor reserves the right to seek damages to the fullest extent permitted by law.
8. **Limitation of Liability:** By entering, Contestant agrees to release and hold harmless Sponsor and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such Contestant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.
9. **Disputes:** This Campaign is governed by the laws of the United States of America, without respect to conflict of law doctrines. As a condition of participating in this Campaign, Contestant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action. Further, in any such

dispute, under no circumstances shall Contestant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than Contestant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Contestant further waives all rights to have damages multiplied or increased.