

Official Rules:
Blended, Splendid and Smooth Sweepstakes
Sponsored by California Giant Berry Farms and Blendtec.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. **Promotion Period:** Blended, Splendid & Smooth Sweepstakes (collectively, the “**Promotion**”) commences at 12:00:01 AM Eastern Time (“**ET**”) on July 21, 2014 and ends at 11:59:59 PM ET on August 10, 2014 (the “**Promotion Period**”). All entries must be received by 11:59:59 PM ET on August 10, 2014. Entries submitted past the expiration of the Promotion Period will not be accepted and will be destroyed.
2. **Administrator/Sponsors:** The Promotion shall be administered by DMA Produce Solutions, Inc. (“**DMA**”) and sponsored by California Giant Berry Farms and Blendtec. (“**CALIFORNIA GIANT**,” “**BLENDETEC**,” or “**SPONSORS**”).
3. **Eligibility:** The Promotion is open only to legal residents of the fifty (50) United States, the District of Columbia and Canada (excluding Puerto Rico, all other US territories and Quebec) who are 18 years of age or older at the time of entry. Employees (and their immediate families (i.e., parents, spouse, children, siblings, grandparents, step parents, step children and step siblings and their respective spouses, regardless of where they reside) and members of the same household, whether or not related) of DMA, SPONSORS, and each of their respective parents, affiliated companies, sponsors, subsidiaries, advertising and promotion agencies and third party fulfillment or judging agencies (collectively, the “**Promotion Entities**”) are not eligible to enter or win the Promotion.
4. **How to Enter:** To enter the Promotion, an entrant (“**Entrant**”) must, via a standard web browser, visit <http://calgiant.hs-sites.com/blendid-splendid-smooth-sweepstakes> (the “**Website**”) at any time during the Promotion Period and: (a) follow the on-screen instructions to register with SPONSORS by completing all required fields on the Website and (b) electronically agree to the Official Rules. Upon completion of the entry, the Entrant will be automatically entered for a chance to win a Prize. Limit one (1) entry per person or email address per day. If more than one (1) entry per person or email address is received in a day, only the first entry received will be eligible for, and entered in, the Promotion. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents will void all entries made by, or associated with, the applicable Entrant. In the event of a dispute over who submitted an entry, the authorized subscriber of the e-mail account provided in connection with the entry, as of the actual time of entry, will be deemed to be the Entrant. The “authorized account subscriber” is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization (e.g. business, education, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. All entries become the property of Sponsors.

Each Entrant, by entering the Promotion, agrees to abide by the terms of the Official Rules and the decisions of SPONSORS or its designated agent, which are final and legally binding in all respects. Should SPONSORS, determine, in their sole discretion, that any Entrant has violated any of the provisions in the Official Rules, SPONSORS shall have no obligation to award a Prize to such Entrant. SPONSORS reserve the right, in their sole discretion, to disqualify any Entrant it finds to be acting in violation of these Official Rules or any federal or state, law, rule or regulation. SPONSORS reserves the right, in addition to the right to disqualify such Entrant, to seek damages and other remedies from any such Entrant to the fullest extent permitted by law.

5. **Prizes:** There are a total of two (2) prizes available to be won in the promotion as follows:

Two Grand Prizes will be awarded. Two (2) Grand Prize Winners will be randomly drawn from among all eligible entries received, and will be awarded a Grand Prize consisting of: One Blendtec blender, a variety case of Peanut Butter & Co. peanut butters, and a \$100 Visa Gift Card. All expenses not specified in these Official Rules, including, but not limited to, taxes, food, beverages and other concession items, spending money and gratuities are the sole responsibility of the Grand Prize Winner.

The approximate retail value (“ARV”) of each Grand Prize is \$650 USD.

The total ARV of ALL Prizes available to be won in this Promotion is \$1,300 USD.

Winners may not substitute, assign or transfer Prizes or redeem Prizes for cash, but SPONSORS reserve the right, at its sole discretion, to substitute a Prize (or any portion thereof) with one of comparable or greater value. Further, SPONSORS reserve the right to forfeit or award any unclaimed or leftover Prizes at its sole discretion. Additional restrictions may apply.

6. **Prize Drawing:** The potential Grand Prize Winners will be selected in a random drawing to be held on or about August 15, 2014 at the offices of DMA Solutions, Inc. from among all valid entries received during the Promotion Period. The potential Winners will be notified within thirty (30) days of the drawing date via phone, e-mail or certified mail.

If a potential Winner of any Prize either declines a Prize, or does not respond to the potential prize notification within seven (7) calendar days of such notice, or is deemed ineligible to accept the Prize, an alternate Winner will be chosen in a subsequent random drawing to be held after the disqualification of the previous potential Winner. In order to receive any Prize, the winning Entrant will be required to complete and return to SPONSORS or its designated agent an Affidavit of Eligibility and a Liabilities/Publicity Release Form (“**Affidavit and Release**”), except where prohibited by law within seven (7) calendar days of acceptance. Failure to return the signed Affidavit and Release may result in forfeiture of the Prize, except where prohibited by law. All Prize awards are subject to verification eligibility as determined by SPONSORS in its sole discretion and strict compliance with these Official Rules.

In the event the potential Winner of any Prize is a Canadian resident, he or she will be required to correctly answer a time-limited mathematical and unaided skill-testing question to be administered by e-mail/phone to receive the Prize. The skill-testing question for Canada is what is $20 \times 15 + 30 - 10$?

The number of eligible entries received will determine the odds of winning a Prize.

7. **Limitation on Liability:** Entrants assume all risk of loss, damage, destruction, delay or misdirection of materials/mail/e-mail submitted to SPONSORS. By entering, each Entrant agrees to abide by the Official Rules and the decisions of SPONSORS, or its designated agent, which are final and legally binding in all respects. Each Entrant further agrees that Prizes are awarded upon the condition that the Entrants hold the Promotion Entities harmless from any and all injuries, losses, or damages of any kind to persons or property, including death, sustained, in whole or in part, directly or indirectly, in connection with or resulting from acceptance, possession or use/misuse of the Prizes, or participation in this Promotion or participation in or travel to any Promotion or Prize related activities. Entrants further acknowledge that the Promotion Entities have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to any Prize. The Promotion Entities are not responsible for technical, hardware, software, or telephone failures of any kind, lost or unavailable network connections, fraud, incomplete, garbled, or delayed computer transmissions, lost or unreceived entries, whether caused by Promotion Entities, users, entrants or by any of the equipment or programming associated with or utilized in the Promotion or on the Website or by technical or human error which may occur and/or which may damage a user's system or limit an Entrant's ability to participate in the Promotion. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF LAW. SHOULD AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. If for any reason this Promotion is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the SPONSORS which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion. The SPONSORS reserve the right at its sole discretion, to disqualify any individual who tampers with the entry process, and/or to cancel, terminate, modify or suspend the Promotion or any element thereof and SPONSORS may conduct a random drawing to award the Prize using all eligible, non-suspect entries received as of the date of action requiring such termination. Should any provision of these Official Rules be deemed unenforceable or invalid, the other provisions of these Official Rules shall remain in full force and effect.
8. **Use of Information:** By accepting the Grand Prize, the Grand Prize Winner consents to and gives SPONSORS and any other party authorized by SPONSORS the right to video and/or audio tape the Grand Prize Winner with a Prize or during a Prize activity and to use, adapt, publish, develop and/or edit the Grand Prize Winner's name, address (city, state or province only), voice, likeness, photograph, biographical information and/or

statements about the Promotion for publicity, advertising, trade and promotional purposes in any and all media now known or hereafter discovered, worldwide, and on the world wide web without review, notification or approval, and without additional compensation, in perpetuity, except where prohibited by law.

9. **Taxes:** All income, sales, use and other taxes (and the reporting thereof) imposed as a result of the award of the Grand Prize and any other fees or costs associated with the Grand Prize are solely the Grand Prize Winner's responsibility. It is the Grand Prize Winner's responsibility to understand and abide by any federal, state, province local or foreign tax laws that may apply to receipt of a Prize. The Grand Prize Winner may be required to complete certain tax information reporting forms before or upon receipt of a Prize.
10. **Governing Law:** By completing the act of entering the Promotion, each Entrant agrees that the Promotion shall be governed by the laws of California, USA. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed and constructed in accordance with the laws of California, USA.
11. **Severability:** If any provision of these Official Rules is determined to be invalid or unenforceable, the remaining provisions of these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.
12. **Amendment:** SPONSOR reserves the right to modify the Official Rules for clarification purposes without materially affecting the terms and conditions of the Promotion.
13. **Copy of Official Rules:** For a copy of the Official Rules, please visit: www.calgiant.com, or send a stamped, self-addressed envelope to:

Blended, Splendid and Smooth Sweepstakes – “Official Rules”
c/o DMA Produce Solutions, Inc.
400 E Las Colinas Blvd, Suite 230
Irving, TX 75039
14. **Winner's List:** For a copy of the Winner's List, send a stamped, self-addressed envelope to:

Blended, Splendid and Smooth Sweepstakes – “Winner's List”
c/o DMA Produce Solutions, Inc.
400 E Las Colinas Blvd, Suite 230
Irving, TX 75039

Winner's List will be available after August 18, 2014.
15. **Sponsors:**

California Giant: 75 Sakata Lane, Watsonville, CA 95076

Blendtec: 1206 S. 1680 W, Orem, UT 84058