

California Giant Berry Farms® “#FreshBloggers Giveaway” Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.

(1) Description of Contest – California Giant Berry Farms (the “**Sponsor**”) is offering, a “#FreshBloggers Giveaway” (the “**Promotion**”) and will award prizes via a random selection from eligible entrants. The Promotion begins at 7:00:00 AM Pacific Time (“**PT**”) on July 10, 2013 and ends at 11:59:59 PM PT on September 18, 2013, (“**Overall Promotion Period**”). At the conclusion of the Overall Promotion Period one (1) winner will be selected from all eligible entries received during the promotion period based on the assessment of a panel of judges selected by the sponsor.

Contest Entry Period	7:00:00 AM PT, July 10, 2013	11:59:59 PM PT, September 18, 2013	Potential Winner Notification Date (On or Around)
Judging Phase	7:00:00 AM PT, September 19, 2013	11:59:59 PM PT, September 27, 2013	September 27, 2013

By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of the Sponsor, which shall be final and binding in all respects. By participating in the Promotion, participants agree to release, discharge and hold harmless Promotion Entities (defined below) from any and all damages whether direct or indirect, which may be due to or arise out of participation in the Promotion or any portion thereof, or the acceptance, use/misuse or possession of prizes. Further, the Promotion Entities do not make any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the use of any prize, including, without limitation, quality, merchantability, and fitness for a particular purpose. Further, no responsibilities are accepted for any additional expenses, omissions, delays, re-routing, or acts of any government or authority.

(2) 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 eighteen (18) years of age or older at time of entry. Employees, officers and directors of the Sponsor, its parent companies, affiliates, subsidiaries, divisions, advertising, promotional, fulfillment and marketing agencies, (collectively “**Promotion Entities**”) their immediate families (parent, child, sibling & spouse) and persons living in the same households of such individuals (whether related or not), are not eligible to participate in the Promotion. Void in Puerto Rico, all other US territories, Quebec and where prohibited by law, rule or regulation. All federal, state, provincial and local laws and regulations apply.

(3) How to Enter –Visit <http://calgiant.sites.hubspot.com/FreshBloggersGiveaway> during the overall promotion period and complete the registration form with your first and last name, mailing address, e-mail address and blog information. There is a limit of one (1) entry per person per e-mail address. There is a limit of one (1) prize per person per household.

Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different/duplicitous e-mail addresses, the use of a sweepstakes service, the use of multiple identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Entries that are incomplete, contain irregular or invalid information, or are corrupted are void and will not be accepted.

(4) Data Collection – Sponsor collects personal information from you when you enter the Promotion. By entering the Promotion, you agree to all of the terms and conditions of Sponsor's Privacy Policy. For information about how personal information may be used, see Sponsor's Privacy Policy, which is available at <http://www.calgiant.com/privacy-policy.php>.

(5) Prizes – At the end of the overall promotion period, one (1) winner will be selected by a panel of judges appointed by the Sponsor at its sole discretion to receive an all-expense paid trip and registration to a popular blogging conference in 2014. Exact location and dates TBD. This includes conference registration, Approximate Retail Value, (“ARV”) \$1,100 USD, Hotel stay, Approximate Retail Value, (“ARV”) \$1,000, and airfare, Approximate Retail Value (“ARV”), \$1,000. The total Approximate Retail Value (“ARV”) for the prize is \$3,100.

In addition, the winner will be appointed as a California Giant Berry Farms Official Brand Ambassador for a duration of six months from the winner notification date. **The odds of winning depend upon the total number of eligible entries received (i.e., if there are 1,000 entries received there is a 1or 2 in 1,000 chance of winning.)**

(6) Prize Awarding – The potential winner will be contacted within one (1) business day of the conclusion of the contest by the e-mail address and/or phone number associated with their entry (“**First Notification**”) and asked to confirm prize acceptance within five (5) days of Sponsor's First Notification. Return of First Notification as undeliverable, or failure to comply with any of these requirements will result in disqualification, forfeiture of the prize and the selection of an alternate winner. In compliance with Canadian law, if a Canadian resident's entry is selected for any prize, the entrant must correctly answer a multiple part mathematical skill question as a condition of being named a valid winner.

Entrants grant Sponsor the right to use and publish winner's proper name, city and state online and in its social media websites in connection with the Promotion. Acceptance of a prize constitutes permission for Sponsor to use winner's name and likeness solely for advertising and promotional purposes as Sponsor so determines without notice or further compensation, except where prohibited by law. Prize recipient shall not be permitted to (a) replace his/her designated prize with another prize or item or (b) transfer or assign his/her designated prize to another person. All federal, state, provincial, local, and other taxes on prizes are the sole responsibility of the person accepting the prize

(7) Sponsor Terms and Conditions – By entering the Promotion, you agree that if selected as the winner at the conclusion of the Overall Promotion Period you will write and publish three (3) posts for your personal blog, each of which will include a reference to the Sponsor (California Giant Berry Farms) and/or details of your all-expenses paid trip to the blogging conference in 2014.

(8) General –All decisions of the Sponsor in any matter relating to this Promotion shall be binding and final. Sponsor is not responsible for technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware, software, or website. Sponsor is not responsible for lost, interrupted or unavailable network server or other connections, miscommunications, failed telephone or computer or telephone transmissions or technical failure, jumbled, scrambled or misdirected transmissions, for incorrect or inaccurate entry information, howsoever caused, or other error of any kind whether human, mechanical or electronic. Entrants found tampering with or abusing any, aspect of this Promotion, as solely determined by the judges, will be disqualified. If disqualified for any of the above abuses, Sponsor reserves the right to terminate entrant's eligibility to participate in the Promotion. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be in violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor reserves the right to terminate, cancel, suspend and/or modify the Promotion if any fraud, virus or other technical problem corrupts the administration, security, or proper play of the Promotion, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award prizes at random from among the eligible entries received up to the time of the impairment. The Promotion and the rights and obligations of Sponsor and entrants will be governed by and controlled by the laws of the state of California, applicable to contracts made and performed therein without reference to the applicable choice of law provisions. All actions, proceedings or litigation relating hereto will be instituted and prosecuted, without resort to any form of class action, solely within the state courts of California and federal courts located within such state and county with respect to any action, dispute or other matter pertaining to or arising out of the Promotion. In the event any provision of these Official Rules will be held to be unenforceable, these Official Rules will continue in full force and effect without such provision.

(9) Disputes - Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the **United States District Court for the 6th District of California** or the appropriate California State Court located in **Santa Cruz County, California, U.S.A.**; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of California, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

Sponsored by:
California Giant Berry Farms
P.O. Box 1359
Watsonville, CA 95077-1359