

California Giant Berry Farms

“Grand Slam Smoothie Contest”

Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.

(1) Description of Sweepstakes – California Giant Berry Farms (the “**Sponsor**”) is offering “Grand Slam Smoothie Contest” (the “**Promotion**”) and will award prizes based on official judges’ determination of the winners. The Promotion begins at 12:00:00 AM Pacific Time (“**PT**”) on June 10, 2015 and ends at 11:59:59 PM PT on June 30, 2015 (“**Overall Promotion Period**”).

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 – Entries will be accepted during the Overall Promotion Period at <http://promos.calgiant.com/grand-slam-smoothie-contest> by submission of an original recipe – recipes that contain fresh California Giant Strawberries, Blueberries, Blackberries and/or Raspberries as ingredients are preferred. Entrants can submit a maximum of one (1) recipe.

At the close of the Promotion Period, a panel overseen by the Sponsors will judge submitted recipes.

(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>.

(5) Prizes –One (1) Second Runner Up winner will be selected by Official Judges to receive a Visa Gift Card valued at \$100, Approximate Retail Value, (“**ARV**”) \$100.00. One (1) First Runner Up winner will be selected by Official Judges to receive a Visa Gift Card valued at \$250, Approximate Retail Value, (“**ARV**”) \$250.00. One (1) Grand Prize Winner will receive a \$500 Visa Gift Card, Approximate Retail Value, (“**ARV**”) \$500. The grand prize winner’s recipe will be developed by a California Giant-affiliated professional chef, professionally photographed and served at a pre-game event at The Garden at AT&T Park, home of the San Francisco Giants, on July 10, 2015. It will also be shared with millions through our website, social media and industry marketing. There are a total of three (3) prizes with an overall total value of all prizes \$850.00 USD.

(6) Prize Awarding – Potential winners will be contacted within three (3) business days of the close of the Judging Period (June 30, 2015) by the e-mail address and/or phone number associated with their entry (“**First Notification**”) and asked to confirm prize acceptance by providing a mailing address for the gift card within five (5) business 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) 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 web site. 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.

(8) Winners List – Winners will be announced after they are confirmed and posted on the California Giant Berry Farms Facebook page located at <https://www.facebook.com/calgiant>.

Sponsored by:
California Giant Berry Farms
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