



Official Rules:

Merry, Berry & Bright Cookie Exchange
Sponsored by California Giant Berry Farms

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:** *Merry, Berry & Bright Cookie Exchange* (collectively, the “**Promotion**”) commences at 12:00:01 AM Eastern Time (“**ET**”) on November 26, 2018 and ends at 11:59:59 PM ET on January 14, 2019 (the “**Promotion Period**”). All entries must be received by 11:59:59 PM ET on January 14, 2019. Entries submitted past the expiration of the Promotion Period will not be accepted and will be destroyed.
2. **Administrator/SPONSOR:** The Promotion shall be administered by DMA Produce Solutions, Inc. (“**DMA**”) and sponsored by California Giant Berry Farms (“**SPONSOR**”).
3. **Eligibility:** The Promotion is open only to legal residents of the fifty (50) United States, Canada and the District of Columbia (excluding Puerto Rico, all other US territories and Quebec) who are eighteen (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, SPONSOR, and each of their respective parents, affiliated companies, SPONSOR, 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 the following website:

<https://promos.calgiant.com/merry-berry-bright>

(the “**Website**”) at any time during the Promotion Period and: (a) follow the on-screen instructions to register with SPONSOR by completing all required fields on the Website and electronically agreeing to the Official Rules. All entries must be received by 11:59:59 PM ET on January 14, 2019. 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 SPONSOR.

Each Entrant, by entering the Promotion, agrees to abide by the terms of the Official Rules and the decisions of SPONSOR or its designated agent, which are final and legally binding in all respects. Should SPONSOR, determine, in its sole discretion, that any Entrant has violated any of the provisions in the Official Rules, SPONSOR shall have no obligation to award a Prize to such Entrant. SPONSOR reserve the right, in its 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. The SPONSOR 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 three (3) Prizes available to be won in the promotion which includes the following: Three (3) \$100 eGift cards from their choice of the following stores: Target, Williams Sonoma, Wilton Baking, The Container Store, Whole Foods, or local grocer.
6. The approximate retail value (“**ARV**”) of ALL Prizes available to be won in this Promotion is \$300 USD.

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

Prize Drawing: The potential Prize winners will be selected in a random drawing to be held on January 17, 2019 at the offices of DMA Solutions, Inc. from among all valid entries received during the Promotion Period. The potential Winners will be notified *on January 17 & 18, 2019 via email*. Winners will have 3 days to respond to the email and claim the Prize before the SPONSOR draws a new winner. The first four drawn among all valid entries will be winners of the Prize.

7. In the event any 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 $20 \times 15 + 30 - 10$? If a selected winner resides in Canada, SPONSOR will substitute Prize with one of comparable value.

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

8. **Limitation on Liability:** Entrants assume all risk of loss, damage, destruction, delay or misdirection of materials/mail/e-mail submitted to SPONSOR. By entering, each Entrant agrees to abide by the Official Rules and the decisions of SPONSOR, 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 SPONSOR which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion. The SPONSOR 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 SPONSOR 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.
9. **Use of Information:** By accepting the Prize, the Prize Winner consents to and gives SPONSOR and any other party authorized by SPONSOR the right to video and/or audio tape the Prize Winner with a Prize or during a Prize activity and to use, adapt, publish, develop and/or edit the 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.
10. **Taxes:** All income, sales, use and other taxes (and the reporting thereof) imposed as a result of the award of the Prize and any other fees or costs associated with the Prize are solely the Prize Winner's responsibility. It is the 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 Prize Winner may be required to complete certain tax information reporting forms before or upon receipt of a Prize.

11. **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.
12. **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.
13. **Amendment:** SPONSOR reserves the right to modify the Official Rules for clarification purposes without materially affecting the terms and conditions of the Promotion.
14. **Copy of Official Rules:** For a copy of the Official Rules, please visit the following website:

<https://promos.calgiant.com/merry-berry-bright>

or send a stamped, self-addressed envelope to:

Merry, Berry & Bright Cookie Exchange – “Official Rules”
c/o DMA Produce Solutions, Inc.
13760 Noel Road, Suite 450
Dallas, TX 75240

Winner’s List: For a copy of the Winner’s List, send a stamped, self-addressed envelope to:

Merry, Berry & Bright Cookie Exchange – “Winner’s List”
c/o DMA Produce Solutions, Inc.
13760 Noel Road, Suite 450
Dallas, TX 75240

Winner’s List will be available after February 5, 2019

15. **SPONSOR:**

California Giant: 75 Sakata Lane, Watsonville, CA 95076