Official Rules:
Grill Lover's Giveaway
Sponsored by Ocean Mist Farms

NO PURCHASE (OR PAYMENT OF ANY KIND) NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW, INCLUDING IN ANY STATE WHERE REGISTRATION IS REQURIED.

1. **Promotion Period**: Grill Lover's Giveaway (the "**Promotion**") commences at 12:00:01 AM Pacific Time ("**PT**") on April 5, 2017 and ends at 11:59:59 PM PT on May 15, 2017 (the "**Promotion Period**"). All entries must be received by 11:59:59 PM PT on May 15, 2017. 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 is sponsored by California Artichoke & Vegetable Growers Corporation doing business as Ocean Mist Farms ("**SPONSOR**").

3. **Eligibility**: The Promotion is open only to legal residents of the 50 United States and the District of Columbia 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, SPONSOR, and each of their respective parents, subsidiaries or otherwise affiliated companies, and SPONSOR's 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 compatible web browser, visit the following website:

   - http://oceanmist-2445764.hs-sites.com/grill-lovers-giveaway

   (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 (b) electronically agree to the Official Rules in the manner specified on the Website. Upon completion of the entry, the Entrant will be automatically entered for a chance to win one of the Promotion prizes subject to the Entrant satisfying the eligibility requirements of the Promotion. Limit one entry per person or email address per day. If more than one entry per person or email address is received in per day, only the first entry received will be eligible for, and entered in, the Promotion. Any use of robotic, repetitive, automatic, programmed, sweepstakes service 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 account 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., a business or education institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. All entries become the sole property of SPONSOR for all purposes.

Agreement to Official Rules: Each Entrant, by entering the Promotion, agrees fully and unconditionally 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 determines 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.

1. **Prizes**: There is a total of eight (8) Secondary Prizes and one (1) Grand Prize (the "**Prizes**") available to be won in the Promotion as follows:

Eight (8) Secondary Prizes consisting of: a Grill Lover's Prize Pack. The approximate retail value ("**ARV**") of each Secondary Prize available to be won in this Promotion is $138.00 USD.

One (1) Grand Prize consisting of: a Traeger Junior Elite Grill. The approximate retail value ("**ARV**") of this Grand Prize available to be won in this Promotion is $450.00 USD.

Prize Drawing: The potential eight (8) Secondary Prize winners and the Grand Prize winner will be selected in a random drawing to be held on or about May 18, 2017, at the offices of DMA from among all valid entries received during the Promotion Period. The potential Grand Prize winner will be notified ***on or about May 19, 2017 via phone or email***.

The number of eligible entries received will determine the odds of winning a Prize. For example, if there are re 5,000 eligible entries during the Promotion Period, the odds of winning will be 1:5,000; if there are 10,000 eligible entries during the Promotion Period, the odds of winning will be 1:10,000, and so on.

Prize Restrictions: Each selected Prize winner will be required to complete and return an Affidavit of Eligibility and Liability Release and except where prohibited by law, a Publicity Release Form ("**Affidavit/Release**") within five days of receipt. In the event that a selected Prize winner is disqualified for any reason, or if any Prize is forfeited or unclaimed for any reason, an alternate Prize winner will be selected from among all remaining Entrants and will be subject to the same requirements as the initially selected Prize winner.

The winners of the Prizes may not substitute, assign or transfer any Prize or redeem any Prize for cash, but SPONSOR reserves the right, at its sole discretion, to substitute the 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.

2. **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 will be final and legally binding in all respects. Each Entrant further agrees that the Prizes are awarded upon the condition that each Entrant holds all 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 item that is part of the Prizes. 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, any of the 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 REPORT SUCH VIOLATION TO LAW ENFORCEMENT AND COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL, AND 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, or its designated agent, which corruption affects the administration, security, fairness, integrity, or proper conduct of this Promotion, the Sponsor may take any action it determines to be appropriate under the circumstances, including either terminating the Promotion or substituting another giveaway. 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 Prizes using all eligible, non-suspect entries received as of the date of action requiring such termination.

3. **Use of Information**: By accepting the Prize, in addition to the permissions and other authorizations contained in the form of Affidavit/Release to be signed by the Prize winners, the Prize winners consent to and give SPONSOR and any other party authorized by SPONSOR the right to video and/or audio tape the Prize winners with any item that is part of the Prizes or during any Prize activity and to use, adapt, publish, develop and/or edit the Prizes winner's name, address (city or state 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.

4. **Taxes**: All income, sales, use and other taxes (and the reporting thereof) imposed as a result of the award of a Prize and any other fees or costs associated with a Prize are solely the responsibility of each Prize winner. It is each Prize winner's responsibility to understand and abide by any federal, state, local and/or other applicable tax laws that may apply to receipt of a Prize. Each Prize winner may be required to provide certain tax information requested to enable the completion of applicable reporting forms before or upon receipt of a Prize, including but not limited to an IRS 1099 Tax Form for the value of a Prize and each Prize winner agrees to fully cooperate with Sponsor or the Promotion Administrator in conjunction with the issuance of IRS 1099 Tax Form.

5. **Governing Law; Jurisdiction; Dispute Resolution**: By completing the act of entering the Promotion, each Entrant agrees that the Promotion, and all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, each Entrants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, shall be governed by the laws of California, USA, as well as all applicable federal, state and local laws and regulations. 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. Each Entrant further agrees that (a) any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or the awarding of a Prize shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Northern District of California or the appropriate California State Court located in Monterey County, California; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion but in no event attorneys' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and each Entrant hereby waives all rights to, claim punitive, incidental and consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

6. **Non-Waiver; Severability**: Failure by the Sponsor or its designated agent to enforce any term of these Official Rules shall not constitute a waiver of that provision. 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.

7. **Amendment**: SPONSOR reserves the right to modify the Official Rules for clarification purposes without materially affecting the terms and conditions of the Promotion.

8. **Copy of Official Rules**: For a copy of the Official Rules, please visit the following websites:

   - https://cdn2.hubspot.net/hubfs/2445764/Grill%20Lovers%20Giveaway/OMF%20-%202017%20Grill%20Lover's%20Giveaway%20Official%20Rules%20and%20Regs.pdf

   or send a stamped, self-addressed envelope to:

   Grill Lover's Giveaway – "Official Rules"
   c/o DMA Produce Solutions, Inc.
   13760 Noel Road, Suite 450
   Dallas, TX 75240

9. **Winner's List**: For a copy of the names of the Prize winners, send a stamped, self-addressed envelope to:

   Grill Lover's Giveaway – "Winner's List"
   c/o DMA Produce Solutions, Inc.
   13760 Noel Road, Suite 450
   Dallas, TX 75240

   The name of the Prize winners will be available after May 19, 2017.

10. **SPONSOR**:

    California Artichoke & Vegetable Growers Corporation DBA Ocean Mist Farms: 10855 Ocean Mist Parkway, Castroville, CA 95012