

Official Rules
Envy™ Presents: Smoothie Sweepstakes
Sponsored by ENZAFRUIT Products Inc.

1. **Promotion Period:** Envy™ Presents: Smoothie Sweepstakes (collectively, the “**Promotion**”) commences at 12:00:01 AM Eastern Time (“**ET**”) on January 4, 2019 and ends at 11:59:59 PM ET on April 30, 2019 (the “**Promotion Period**”). All entries must be received by 11:59:59 PM ET on April 30, 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 sponsored and administered by ENZAFRUIT Products Inc. (“**EPI**”).

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 the Province of 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 EPI, its parent entity, affiliated companies, sponsors, subsidiaries, advertising and promotional agencies and third party fulfillment or judging agencies (collectively, the “**Promotion Entities**”), are not eligible to enter or win the Promotion.

3. **How to Enter:** To enter the Promotion, an entrant (“**Entrant**”) must, via a standard web browser, visit <http://social.envyapples.com/2019-smoothie-sweepstakes> at any time during the Promotion Period and submit requested contact information and electronically agree to the Official Rules at <http://social.envyapples.com/2019-smoothie-sweepstakes>. Upon completion of the entry, the Entrant will be automatically entered for an opportunity to win a Prize. All entries must be received by 11:59:59 PM ET on April 30, 2019. All entries become the property of EPI.

Each Entrant, by entering the Promotion, agrees to abide by the terms of the Official Rules and the decisions of EPI or its designated agent, which are final and legally binding in all respects. Should EPI, determine, in its sole discretion, that any Entrant has violated any of the provisions in the Official Rules, EPI shall have no obligation to award a Prize to such Entrant.

EPI reserves the right, in its sole discretion, to disqualify any Entrant (1) it finds to be acting in violation of these Official Rules; (2) fails to comply with the Official Rules; or (3) violates any federal or state, law, rule or regulation. EPI 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. There is no limit to the number of entries per Entrant.

4. **Prizes:** There are five (5) Grand Prizes (the “**Prize**”) available to be won in the Promotion as follows:

- Five (5) Blendtec Designer 725 blenders, plus a shipment of Envy Apples.

The actual retail value (“ARV”) of the Prizes available to be won in this Promotion is \$3,775.00 USD.

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

5. **Prize Awarding:** The 5 winners will be selected by random drawing *no later than 10 business days after* the conclusion of the Promotion on April 30, 2019, and will be notified *via the email address provided in the contest submission.*

In order to receive any Prize, the winning Entrants will be required to complete and return to EPI or its designated agent an Affidavit of Eligibility, and a Liabilities/Publicity Release Form, except where prohibited by law, within seven (7) calendar days of acceptance. Failure to return the signed Affidavit and Release Form may result in forfeiture of the Prize, except where prohibited by law. All Prize awards are subject to verification eligibility as determined by EPI 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 in-person to receive the Prize. The skill-testing question for Canada is what is $20 + 15 \times 10$?

6. **Limitation on Liability:** Entrants assume all risk of loss, damage, destruction, delay or misdirection of materials/mail/e-mail submitted to EPI. By entering, each Entrant agrees to abide by the Official Rules and the decisions of EPI, 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, whether caused by Promotion Entities, users, entrants or by any of the equipment or programming associated with or utilized in the Promotion 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, EPI 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 EPI which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion. EPI reserves 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 EPI 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.

7. **Use of Information:** By accepting the Prize, the Winner consents to and gives EPI and any other party authorized by EPI the right to video and/or audio tape a Winner with the Prize or during the Prize activity and to use, adapt, publish, develop and/or edit the 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.
8. **Taxes:** All income, sales and use tax and any 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 Winner's responsibility. It is the Winner's responsibility to understand and abide by any federal, state, provincial, local or foreign tax laws that may apply to receipt of a Prize. The Winner may be required to complete certain tax information reporting forms before or upon receipt of a Prize.
9. **Governing Law:** By completing the act of entering the Promotion, each Entrant agrees that the Promotion shall be governed by the laws of the State of Washington. 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 the State of Washington, without regard to conflicts of laws.
10. **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.
11. **Amendment:** EPI reserves the right to modify the Official Rules for clarification purposes without materially affecting the terms and conditions of the Promotion.
12. **Copy of Official Rules:** For a copy of the Official Rules, please visit: <http://social.envyapples.com/2019-smoothie-sweepstakes> or send a stamped, self-addressed envelope to:

Envy™ Presents: Smoothie Sweepstakes – “Official Rules”

ENZAFRUIT Products Inc.
One Fifth Street, Suite 260
Wenatchee, WA 98801

13. **Winner's List:** For a copy of the Winners List, send a stamped, self-addressed envelope to:

Envy™ Presents: Smoothie Sweepstakes – “Winners List”
ENZAFRUIT Products Inc.
One Fifth Street, Suite 260
Wenatchee, WA 98801

Winner's List will be available after April 30, 2019.

14. **Sponsor:** ENZAFRUIT Products Inc., One Fifth Street, Suite 260, Wenatchee, WA 98801