## Official Rules: Live Deliciously Promotion Sponsored by Pure Flavor

## NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

- Promotion Period: Live Deliciously Promotion (collectively, the "Promotion") commences at 10:00:01 AM Eastern Time ("ET") on February 7, 2020 and ends at 5:59:59 PM ET on March 6, 2020 (the "Promotion Period"). All entries must be received by 5:59:59 PM ET on March 6, 2020. 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 Pure Flavor ("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 websites:

www.pure-flavor.com/live-deliciously/

(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 5:59:59 PM ET on March 6, 2020. 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:

One Grand Prize containing one (1) \$100 Instant Pot Duo 80 7-in-1 Electric Pressure Cooker, one (1) \$150 Amazon gift card, one (1) \$59 West Elm Wooden Cutting Board, one (1) \$50 Kitchen Utensil, one (1) \$120 Herbivore Calm Experience Gift Set, and one (1) \$12 book "A Year of Positive Thinking: Daily Inspiration, Wisdom, and Courage" for a total prize package value of \$500.

Two secondary prize packages each containing one (1) \$100 Instant Pot Duo 80 7-in-1 Electric Pressure Cooker and one (1) \$150 Amazon gift card for a total prize package value of \$250 per prize package.

The approximate retail value ("**ARV**") of ALL Prizes available to be won in this Promotion is \$1,000 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 March 9, 2020, at the offices of DMA Solutions, Inc. from among all valid entries received during the Promotion Period. The potential Winners will be notified *on or before March 9, 2020 via email*. Each potential winner will be notified within approximately 48 hours via the email submitted by the potential winner with their entry.

If a potential winner of a Prize either declines a Prize, or does not respond to the potential prize notification within two (2) calendar days of such notice, or is deemed ineligible to accept the Prize, an alternate potential winner(s) will be chosen in a subsequent random drawing to be held after the disqualification of the previous potential winner. All Prize awards are subject to verification eligibility as determined by SPONSOR in its sole discretion and strict compliance with these Official Rules.

The number of eligible entries received will determine the odds of winning a Prize. For example, if there are 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.

- 6. 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 WEBSITE 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.
- 7. **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.

- 8. **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.
- 9. **Governing Law**: By completing the act of entering the Promotion, each Entrant agrees that the Promotion shall be governed by the laws of Ontario, CANADA. 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 Ontario, CANADA.
- 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**: SPONSOR 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 send a stamped, self-addressed envelope to:

Live Deliciously Promotion – "Official Rules" c/o DMA Solutions, Inc. 13760 Noel Road, Suite 450 Dallas, TX 75240

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

Live Deliciously Promotion – "Winner's List" c/o DMA Solutions, Inc. 13760 Noel Road, Suite 450 Dallas, TX 75240

Winner's List will be available after March 16, 2020.

SPONSOR: Pure Flavor, P.O. Box 607, Learnington, ON, N8H 3X4