# OFFICIAL CONTEST RULES

**Cranberry Marking Committee #AllAmeriCRAN Summer Giveaway**

# Eligibility

The 2019 #AllAmeriCRAN Summer Giveaway (the “Contest”) is open only to legal residents of the fifty (50) United States (and the District of Columbia) who are at least eighteen (18) years old at the time of entry. Void where prohibited. Proof of residency and age may be required. Employees and directors of Cranberry Marketing Committee, Wareham, MA; and their members, subsidiaries, divisions, affiliates, and advertising or promotional agencies or individuals involved with the design, production, execution or distribution of the Contest and the immediate family and household members of such individuals, are not eligible to enter or win. “Immediate family members” shall mean parents, stepparents, children, stepchildren, siblings, stepsiblings, or spouses, regardless of where they live. “Household members” shall mean people who share the same residence at least three months a year, whether related or not. In order to nominate a food bank for the Contest, you must fully comply with the Official Rules and, by entering, you represent and warrant that you agree to be bound by these Official Rules and the decisions of the Sponsor, whose decisions shall be binding and final in all respects relating to this Contest.

# Sponsor

Sponsor: Cranberry Marketing Committee, Wareham, MA.

# Timing

Contest begins the week of June 24, 2019 at 12:00 a.m. Eastern Time and ends August 31, 2019 at 11:59 p.m. Eastern Time (“Contest Entry Period”). Sponsor is the official timekeeper for this Contest. The Contest is governed by these Official Rules and is subject to all applicable federal, state, provincial and local laws.

# How to Enter

Each week During the Contest Entry Period: 1) like the giveaway post (the “Photo”); 2) follow @uscranberries.com on Instagram 3) tag a friend in the comment section of the giveaway post.

Confirmation of receipt of entries will not be provided and entries will not be returned. By submitting a photo, each entrant accepts these Official Contest Rules and agrees to be bound by the decision of the judging panel, whose decisions are final in all matters relating to the Contest.

# Selection of Winner

Each week (1) winner will be selected by the Cranberry Marketing Committee from all eligible entries received. Winners be chosen at random but must meet all 3 contest entry criteria.

# Awarding of Prizes

The winners of the Contest will be notified by telephone or email. At their sole discretion, the Cranberry Marketing Committee shall have the right to substitute a prize or prizes of equal or greater value for any and all prizes. Prizes are not transferable, and no substitution of the prize will be permitted, except by the Sponsors. Before the awarding of prizes in this Contest, the Cranberry Marketing Committee may require the potential winner(s) to execute an Affidavit of Eligibility in compliance with Contest rules.

The winner(s) must return all forms within one (1) week after the receipt of prize notification and sign upon request: (i) an affidavit giving the Cranberry Marketing Committee and its nominees full rights to use the winning person’s location, and photograph or likeness in connection with the winning entries and this Contest for all media advertising, internet/website promotion, and/or trade purposes, without further compensation; (ii) an assignment to the Cranberry Marketing Committee of all intellectual property rights, title and interest in the winning submission, and (iii) a release of liability on such terms specified by the Cranberry Marketing Committee or the prize will be forfeited and awarded to an alternate winner or entrant. Any prize notification(s) returned to the Sponsors as undeliverable will result in disqualification and the possible selection of an alternate winner.

# Prize

Ten (10) weekly winners will receive their choice of an #AllAmeriCRAN branded mini cornhole set, bbq tools, tank top or canvas bag. The winners will be required to appear in any and all media interviews, photo opportunities and press coverage scheduled to promote the program. The Sponsors assume no responsibility or liability for the safety of entrant at any time. By entering this Contest, entrants agree to these Official Contest Rules and all the terms listed herein. Refusal to participate or disregard any of the terms listed herein will result in an immediate disqualification and the prize will be awarded to the second runner up winner, followed by the third runner up winner, and so on and so forth.

# General Conditions

By entering the Contest, each entrant, on behalf of himself/herself, and his/her executors and heirs, agrees: (a) to be bound and abide by these Official Contest Rules and by all decisions of the Sponsors, whose decisions are final and binding and not open to appeal; (b) to release, indemnify, defend and hold harmless Sponsors, and each of their parents, subsidiaries, affiliates, members, shareholders, agents, representatives, employees, suppliers, agencies, successors, assigns, licensors, licensees, advertising or promotional agencies and any prize-sponsoring agency (collectively, "Released Parties"), from any and all liability whatsoever in connection with or related to this Contest, including, without limitation, from any and all causes of action, liabilities, suits, claims (including but not limited to, any third party claims that may be made against entrant or Sponsors, and claims arising out of or relating to acceptance, receipt, possession or use/misuse of any prize, or any publicity or other public exposure of entrant, including without limitation, claims concerning infringement of entrant’s or any

third party’s intellectual property rights or invasion of entrant's privacy or publicity rights, or defamation, or acts undertaken in preparation for, or participation in, the Contest), cross-claims or counterclaims, costs, injuries, losses or damages or demands of any kind (including without limitation personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively, "Claims"), WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF A RELEASED PARTY; (c) that he/she has no right to bring, and covenants not to bring, any claim, action, or proceeding of any kind or nature whatsoever against the Released Parties; (d) to assume all risks, express or implied, associated with all Claims released above, including without limitation, all risks concerning entry into and participation in the Contest; and (e) that NONE OF THE RELEASED PARTIES HAVE MADE OR MAKE OR ARE RESPONSIBLE OR LIABLE FOR ANY WARRANTY,

REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, RELATIVE TO THIS CONTEST OR A PRIZE, AND ALL PRIZES ARE TENDERED TO ENTRANTS ON AN "AS IS" BASIS. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE OF ANY PROMOTION MATERIALS OR ANY PRIZE.

**Misellaneous**

This contest is not sponsored by Instagram in any way.

# Disputes

Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate Massachusetts State Court located in Plymouth County, MA; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys’ fees; and (d) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Massachusetts, without giving effect to any choice of law or conflict of law rules (whether of the State of Massachusetts or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Massachusetts.

# Contest Results

For the names of winners, send a self-addressed, stamped envelope (which must be postmarked on or before August 30, 2019) to: Cranberry Marketing Committee, 219A Main Street, Wareham, MA 02571

# Identity of Winners

The identity of the winners will be available at uscranberries.com by September 3, 2019.