



Fruit Stand Art Giveaway

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. OPEN ONLY TO LEGAL RESIDENTS OF THE 48 CONTIGUOUS UNITED STATES AND D.C. WHO ARE 13 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. U.S. LAW GOVERNS THIS SWEEPSTAKES. VOID IN ALASKA, HAWAII AND WHERE PROHIBITED.

- 1. ELIGIBILITY:** The Fruit Stand Art Giveaway (the "Sweepstakes") is open only to persons who as of the date of entry (and, if a winner, as of the date of prize fulfillment) are a legal resident of one of the 48 contiguous United States or the District of Columbia and who are 13 years of age or older. Persons who as of the date of entry (and, if a winner, as of the date of prize fulfillment) are an employee of Food Forward, Inc. ("Sponsor") or any of Sponsor's parent companies, subsidiaries, affiliates or advertising or promotion agencies, or a member of the immediate family or household (whether or not related) of any such employee, are not eligible. Eligibility determinations will be made by Sponsor in its discretion and will be final and binding. U.S. law governs this Sweepstakes. Void in Alaska, Hawaii and where prohibited by law.
- 2. HOW TO ENTER:** The entry period for the Sweepstakes begins at 10 a.m. Pacific Time (PT) on April 9, 2025 and continues through 11:59 PT on June 9, 2025 (the "Entry Period"). No purchase is necessary. Any entrant who is under 18 years of age or otherwise under the legal age of majority in the jurisdiction in which the entrant resides (a "Minor") must obtain permission to enter from the Minor's parent or legal guardian, and the agreement of the parent or legal guardian to these Official Rules, prior to entry. To enter the Sweepstakes, during the Entry Period, visit the website located at <https://foodforward.org/sweepstakes-spring25> (the "Website") and follow the on-screen entry instructions. Each entrant will be required to (i) subscribe to Sponsor's Fresh Juice newsletter, subject to the entrant's rights to later unsubscribe (entrants who are an existing and current subscriber of Sponsor's newsletter as of the date of entry will be deemed to have satisfied the foregoing requirement), and (ii) to fill out an online entry form (which will require the entrant to submit his or her name, mailing address, email address and such other information as Sponsor may require). Each eligible entrant who completes the entry process in accordance with the instructions will receive one Sweepstakes entry. **There is a limit of one entry per person.** All entries must be completed and received by received by Sponsor prior to the conclusion of the Entry

Period. Entry times will be determined using Sponsor's computer. Normal time rates and data charges, if any, charged by the entrant's Internet or mobile service provider will apply. All entries are subject to verification at any time. Proof of submission does not constitute proof of entry. Sponsor will have the right, in its discretion, to require proof of identity and/or eligibility in a form acceptable to Sponsor (including, without limitation, government-issued photo identification). Failure to provide such proof to the satisfaction of Sponsor in a timely manner may result in disqualification.

- 3. WINNER SELECTION AND NOTIFICATION.** Following the conclusion of the Entry Period one potential prize winner will be selected in a random drawing conducted by Sponsor or its agent from among all eligible entries received during the Entry Period. The odds of being selected will depend on the number of eligible entries received during the Entry Period. The potential winner will be notified by e-mail (using the e-mail address provided by the potential winner), or using other contact information provided by the potential winner (if any), in Sponsor's discretion, and the potential winner must respond to Sponsor's initial notification attempt within 72 hours. The potential winner is subject to verification of eligibility and may, in Sponsor's discretion, be required to complete, sign and return to Sponsor an Affidavit of Eligibility/Release of Liability and, if legally permissible, a Publicity Release, and any other documentation provided by Sponsor in connection with verification of the potential winner's eligibility and confirmation of the releases and grant of rights set forth in these Official Rules (as applicable, "Winner Verification Documents"), within three days of attempted delivery of same. If the potential winner is a Minor, Sponsor will have the right to request that the potential winner's parent or legal guardian sign the Winner Verification Documents on behalf of the winner, or to award the prize directly in the name of the winner's parent or legal guardian, who in such event will be required to sign the Winner Verification Documents. If the potential winner cannot be reached or does not respond within 72 hours of the initial notification attempt or fails to complete, sign, and return any required Winner Verification Documents within three days of attempted delivery of same, or if the potential winner does not otherwise comply with these Official Rules and/or cannot accept the prize as awarded for any reason, then the potential winner may be disqualified and an alternate winner may, at Sponsor's discretion, be selected from among the remaining eligible entries as specified in these Official Rules (in which case the foregoing provisions will apply to such newly-selected entrant).
- 4. PRIZE.** One prize will be offered. The prize consists an art piece from the Fruit Stand Art Collection. The approximate retail value of the prize is \$25 USD. All prize details that are not expressly specified in these Official Rules will be determined by Sponsor in its

discretion. The prize will be awarded if properly claimed. No substitution, cash redemption or transfer of the right to receive the prize is permitted, except in the discretion of Sponsor, which has the right to substitute the prize with a prize or prizes of equal or greater value selected by Sponsor in its discretion. The prize consists only of the item(s) expressly specified in these Official Rules. All expenses or costs associated with the acceptance or use of the prize are the responsibility of the winner. The prize is awarded “as is” and without any warranty, except as required by law. In no event will more than the number of prizes stated in these Official Rules be awarded. All federal, state and local taxes on the value of the prize are the responsibility of the winner. An IRS form 1099 will be issued if required by law.

5. **GRANT OF RIGHTS:** By entering the Sweepstakes, each entrant (and if entrant is a Minor, such entrant’s parent or legal guardian) irrevocably grants to Sponsor and its parent companies, subsidiaries, affiliates and advertising and promotion agencies, and the successors and assigns and licensees of each of the foregoing (collectively, the “Licensees”) the right to use the entrant’s name, likeness, voice, biographical information and/or statements attributed to the entrant (“Personality Rights”), in perpetuity, throughout the world, in all media and formats whether now or later known or developed, including without limitation via Sponsor’s and third-party websites and social media and digital channels, for commercial purposes and any other purposes (including without limitation advertising and promotion), without further notice or compensation, unless prohibited by law.

6. **RELEASE AND LIMITATION OF LIABILITY:** By entering the Sweepstakes, to the fullest extent permitted by applicable law, each entrant (and if entrant is a Minor, such entrant’s parent or legal guardian) releases and agrees to hold harmless each of the Licensees, all other companies involved in the development or operation of the Sweepstakes, all other companies involved in the provision of the prize, and the directors, officers, employees and agents and contractors of each of the foregoing (collectively, the “Released Parties”) from and against any and all claims and causes of action of any kind that the entrant ever had, now has or might in the future have arising out of or relating to the Sweepstakes, participation in the Sweepstakes, the use the Website, the provision, acceptance or use of the prize or any use of the entrant’s Personality Rights as permitted pursuant to these Official Rules, including without limitation any and all claims and causes of action relating to any personal injury, death or property damage or loss sustained by any entrant or any other person or based upon any allegation of violation of the right of privacy or publicity, misappropriation, defamation, or violation of any other personal or proprietary right. Each entrant agrees

not to assert any such claim or cause of action against any of the Released Parties. Each entrant assumes the risk of, and all liability for, any injury, loss or damage caused, or claimed to be caused, by participation in this Sweepstakes, the use of the Website, or the provision, acceptance or use of the prize. The Released Parties are not responsible for, and will not have any liability in connection with, any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize. The Released Parties are not responsible for, and will not have any liability in connection with, late, lost, delayed, illegible, damaged, corrupted or incomplete entries, incorrect or inaccurate capture of, damage to, or loss of entries or entry information, or any other human, mechanical or technical error of any kind relating to the operation of the Website, communications or attempted communications with any entrant, the submission, collection, storage and/or processing of entries or the administration of the Sweepstakes.

- 7. GENERAL RULES:** Sponsor has the right, in its sole discretion, to modify these Official Rules (including without limitation by adjusting any of the dates and/or timeframes stipulated in these Official Rules) and to cancel, modify or suspend this Sweepstakes at any time in its discretion, including without limitation if a virus, bug, technical problem, entrant fraud or misconduct or other cause beyond the control of the Sponsor corrupts the administration, integrity, security or proper operation of the Sweepstakes or if for any other reason Sponsor is not able to conduct the Sweepstakes as planned (including without limitation in the event the Sweepstakes is interfered with by any fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or of public enemy, communications failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, federal, state or local law, order or regulation or court order) or in the event of any change to the terms governing the application or interpretation of such terms. In the event of termination of the Sweepstakes, a notice will be posted on the Website and a random drawing will be conducted to award the prize from among all eligible entries received prior to the time of termination. Sponsor has the right, in its sole discretion, to disqualify or prohibit from participating in the Sweepstakes any individual who, in Sponsor's discretion, Sponsor determines or believes (i) has tampered with the entry process or has undermined the legitimate operation of the Website or the Sweepstakes by cheating, hacking, deception or other unfair practices, (ii) has engaged in conduct that annoys, abuses, threatens or harasses any other entrant or any representative of Sponsor or (iii) has attempted or intends to attempt any of the foregoing. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR HAS THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY PERSON INVOLVED TO THE FULLEST EXTENT PERMITTED

BY LAW. The use of agents or automated devices, programs or methods to submit entries is prohibited and Sponsor has the right, in its sole discretion, to disqualify any entry that it believes may have been submitted using such an agent or automated device, program or method. In the event of a dispute regarding who submitted an entry, the entry will be deemed to have been submitted by the authorized account holder of the email address associated with the entry in question. "Authorized account holder" means the person who is assigned an email address by an internet provider, online service provider or other organization (e.g., business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. An entrant may be required to provide proof (in a form acceptable to Sponsor, including, without limitation, government-issued photo identification) that he or she is the authorized account holder of the email address associated with the entry in question. The Sweepstakes may be presented in conjunction with different offers sponsored or co-sponsored by Sponsor, its affiliates and partners, and may be presented in conjunction with offers sponsored by different organizations. All federal, state and local laws and regulations apply. All entries become the property of Sponsor and will not be verified or returned. By participating in this Sweepstakes, each entrant agrees to be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all respects. These Official Rules may not be reprinted or republished in any way without the prior written consent of Sponsor.

8. **DISPUTES:** By entering the Sweepstakes, each entrant (and if entrant is a Minor, such entrant's parent or legal guardian) agrees, to the maximum extent permitted by applicable law, that (a) any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes or the provision, acceptance and/or use of the prize will be resolved individually, without resort to any form of class action (Note: Some jurisdictions do not allow restricting access to class actions. This provision will not apply to entrants who live in such a jurisdiction); (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (c) under no circumstances will any entrant be permitted to obtain any award for, and each entrant hereby waives all rights to claim, punitive, special, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the respective rights and obligations of the entrants and Sponsor in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of California. Any legal proceedings arising out of this Sweepstakes or relating

to these Official Rules shall be resolved by confidential arbitration conducted in the County of Los Angeles, and administered by JAMS. To the extent permitted by law, the prevailing party will not be entitled to any award of attorney's fees or costs from the other party. In the event of any conflict between these Official Rules and any Sweepstakes information provided elsewhere (including but not limited in advertising or marketing materials), these Official Rules shall prevail.

9. USE OF INFORMATION: By entering the Sweepstakes, each entrant (and if entrant is a Minor, such entrant's parent or legal guardian) agrees that information submitted via the Website in connection with the Sweepstakes will be subject to Sponsor's Privacy Notice available at <https://foodforward.org/policies> (the "Privacy Notice") and may be used as permitted pursuant to the Privacy Notice, and may also be used as determined by Sponsor in connection with the administration of the Sweepstakes (including winner notification and provision of winner name(s) when requested), and for purposes of providing products, services and information (e.g., newsletters) to the entrant.

10. WINNER NAMES AND RULES REQUESTS: For the name(s) of the winner(s), available after the conclusion of the Entry Period, or a copy of these Official Rules, send a self-addressed, stamped envelope to: Food Forward, Inc., 7412 Fulton Ave #3, North Hollywood, CA 91605. Winner names requests must be received by Sponsor within six months after the conclusion of the Entry Period.

11. SPONSOR: Food Forward, Inc., North Hollywood, CA.

