

California Giant Fuel for School Promotion
OFFICIAL RULES AND REGULATIONS
9/7/2020

NO PURCHASE OR PAYMENT OF MONEY IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT OF MONEY WILL NOT IMPROVE THE CHANCES OF WINNING.

The California Giant “Fuel for School” Sweepstakes (the “Sweepstakes”) is intended for legal residents of the fifty (50) United States only and shall only be construed and evaluated according to U.S. law. Do not enter this Sweepstakes if you are not located in the U.S. at the time of entry.

SPONSOR/ADMINISTRATOR: The Sweepstakes is sponsored by California Giant Berry Farms, Inc., 75 Sakata Lane Watsonville, CA 95076 (the “Sponsor”) and administered by DMA Solutions, Inc., 13760 Noel Rd Ste 450, Dallas, TX 75240 (the “Administrator”).

ELIGIBILITY: The Sweepstakes is open and offered only to legal residents of the fifty (50) United States who have reached the age of majority in their state of residence at the time of entry (“Entrants”). Employees, officers and representatives of the Sponsor, the Administrator, and any of their respective parent companies, affiliates, franchisees, licensees, distributors, suppliers, subsidiaries, retailers, advertising/promotion agencies and members of the immediate family (mother, father, brothers, sisters, sons, daughters and spouse, regardless of where they reside) and household members of each such employee, officer or representative whether or not related, are not eligible to participate. **Void where prohibited or restricted by law.**

AGREEMENT TO OFFICIAL RULES: By participating, Entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Sweepstakes. Winning a Prize (as described below) is contingent upon fulfilling all requirements set forth herein.

HOW TO ENTER THE SWEEPSTAKES: The Sweepstakes begins at 12:00:01 a.m. Eastern Time (“ET”) on September 7, 2020 and ends at 11:59:59 p.m. ET on October 19, 2020 (“Sweepstakes Period”). The Sponsor’s database computer is the official time-keeping device for the Sweepstakes. Entrants can enter the Sweepstakes by visiting <https://promos.calgiant.com/fuel-for-school> (the “Website”). At the Website, eligible Entrants can enter the Sweepstakes by completing the registration form which may request each Entrant’s full name, complete mailing address, phone number, and email address. Each completed Sweepstakes registration form will result in one (1) Sweepstakes entry.

One entry per day. Proof of entry information is not considered proof of delivery to or receipt by Sponsor of an entry. Entries made by any other individual or any entity, and/or originating at any other website or email address, including, but not limited to, commercial Sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. The use of automated entry devices is prohibited and no mechanically reproduced entries are allowed; all such entries are void. Released Parties (as defined below) are

not responsible for: late, incomplete, delayed, undelivered, or misdirected entries. All entries become the exclusive property of Sponsor and will not be acknowledged or returned. By participating, you consent for Sponsor to obtain, use, and transfer your name, address and other information for the sole purpose of administering this Sweepstakes. All information submitted by Entrants will be treated according to Sponsor's privacy policy, available at <https://www.calgiant.com/privacy-policy>

GENERAL CONDITIONS: If for any reason the operation or administration of this Sweepstakes is impaired or incapable of running as planned for any reason, including but not limited to (i) infection by computer virus, bugs; (ii) tampering, unauthorized intervention; (iii) fraud; (iv) technical failures or (v) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the Prizes (defined below) using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or Sponsor's Website; or acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON (S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Sweepstakes, Entrants agree to release and hold harmless the Sponsor, the Administrator, their respective parents, employees, officers, directors, subsidiaries, affiliates, distributors, sales representatives, advertising and promotional agencies (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any Prize, including, but not limited to: (i) any technical errors that may prevent an Entrant from submitting an entry; (ii) unauthorized human intervention in the Sweepstakes; (iii) printing errors; (iv) errors in the administration of the Sweepstakes or the processing of entries; or (v) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt or use of any Prize. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, loss or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any

website, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes. IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR ATTORNEYS FEES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZES.

DRAWING AND NOTIFICATION:

The potential Grand Prize Winners will be selected in two (2) random drawings from among all eligible entries received during the promotion period. The prize drawings will be conducted on or about October 20, 2020 at its offices. There will be (2) grand prize winners. The potential Grand Prize Winners will be contacted by the Administrator through the email provided within the sweepstakes entry form. Odds of winning a grand prize will depend on the total number of eligible entries received at the time of each prize drawing.

PRIZES & PRIZE CONDITIONS:

There will be **two (2) prizes** that two (2) grand prize winners will receive.

One winner, upon the Administrator's confirmation of eligibility, will win one (1) \$500 Visa Gift card to purchase: one (1) \$500 Microsoft Surface Go 2 - Intel Pentium Gold with 128 GB of storage. **Second winner**, upon the Administrator's confirmation of eligibility, will win one (1) \$500 Visa Gift card to purchase: one (1) \$200 HP Tango Printer, one (1) \$70 Foldable Desk, and one (1) \$230 School supplies and Amazon Fire Tablet. Approximate Retail Value ("ARV") of the prizes is \$1,000 total for both prizes.

NOTE: No substitution, assignment or transfer of any Prize permitted, except by Sponsor, who reserves the right to substitute a Prize or any Prize component with another of comparable or greater value. By accepting a Prize, the Winner agrees to release and hold harmless the Released Parties, each of their related companies, and each of their respective officers, directors, employees, shareholders, and agents from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the Prize(s). After notification, the Winner must reply to the Administrator within one (1) day of the date/time of notice or attempted notice is sent in order to claim his/her Prize. The Winner will each be responsible for all local, state, and federal income sales, use and other taxes associated with the receipt of their Prize. The Winner is solely responsible for all matters relating to their Prize after it is awarded. If a Prize or Prize notification is returned as unclaimed or undeliverable to a potential Prize Winner, if a potential Prize Winner does not respond within three (3) business days from the first notification attempt or if potential Prize Winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate Prize Winner may be selected for the Prize at issue.

By accepting a Prize, the Winner will grant to the Released Parties and those acting pursuant to the authority of Sponsor and Administrator the right to video and/or audio tape a Winner with a Prize or during a Prize activity and to use, adapt, publish, develop and/or edit a Winner's name, address (city and state only), voice, likeness, photograph, biographical information and/or statements about the Sweepstakes 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.

By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize(s). The Winner also acknowledges that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to their Prize(s).

DISPUTES: By entering the Sweepstakes, Entrants agree that i) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any Prizes awarded, shall be resolved individually, without resort to any form of class action; and ii) 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrants and Sponsor or the Released Parties in connection with the Sweepstakes, shall be governed by, and construed in accordance with California law. Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts of California, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Official Rules. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The value of the Prizes set forth above represents Sponsor's good faith determinations of the ARV thereof and such determinations are final and binding and cannot be appealed. If the actual value of any Prizes turns out to be less than the stated ARV, the difference will not be awarded in cash.

WINNERS LIST REQUEST: To request confirmation of the name, city, and state of residence of each Winner, please send a self-addressed, stamped business size envelope, by October 31, 2020 to: DMA/California Giant "Fuel For School" Sweepstakes Winners List Request, 13760 Noel Rd Suite 450, Dallas, TX 75240.