## Official Rules: Skinny Dips Sweepstakes

Sponsored by California Giant Berry Farms, Crunch Pak, Mission Avocados, Ocean Mist Farms, and SUNSET® Produce

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

- 1. **Promotion Period**: Skinny Dips Sweepstakes (collectively, the "**Promotion**") commences at 3:00:00 PM Eastern Time ("**ET**") on May 26, 2017 and ends at 11:59:59 PM ET on July 7, 2017 (the "**Promotion Period**"). All entries must be received by 11:59:59 PM ET on July 7, 2017. 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 Solutions, Inc. ("**DMA**") and sponsored by California Giant Berry Farms, Crunch Pak, Mission Avocados, Ocean Mist Farms, and SUNSET® Produce (collectively, the "**SPONSOR**").
- 3. **Eligibility**: The Promotion is open only to legal residents of the fifty (50) United States, the District of Columbia and Canada (excluding residents of Florida, New York, 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, 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 one of the following websites:
  - http://promos.calgiant.com/skinny-dips-sweepstakes,
  - http://promo.crunchpak.com/skinny-dips-sweepstakes
  - http://worldsfinestavocados-3344450.hs-sites.com/skinny-dips-sweepstakes
  - http://oceanmist-2445764.hs-sites.com/skinny-dips-sweepstakes
  - http://promo.sunsetgrown.com/2017-skinny-dips-sweepstakes-lp

(the "Websites") 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 (b) electronically agree to the Official Rules. Upon completion of the entry, the Entrant will be automatically entered for a chance to win a Prize. Limit one (1) entry per person or

email address per day per sponsor link. If more than one (1) entry per person or email address per link 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 is a total of one (1) Grand Prize available to be won in the Promotion which includes the following: One (1) Sandals Beach Resort Getaway at a Sandals Beach Resort located in the Caribbean Islands chosen by the Prize Winner. The Grand Prize includes coach airfare, hotel accommodations, meals and activities at the resort for two people up to \$4,000. The Grand Prize must be used within one year of the award of Winner's Choice. There are a total of two (2) secondary prize packs available. Each secondary prize pack will include a \$500 Visa Gift Card. There are a total of four (4) third place prize packs available. Each third place prize pack will include a \$250 Visa Gift Card.

The approximate retail value ("ARV") of the Grand Prize is up to \$4,000 USD.

The approximate retail value ("ARV") of each secondary prize pack is \$500 USD.

The approximate retail value ("ARV") of each third place prize pack is \$250 USD.

The total ARV of ALL Prizes available to be won in this Promotion is \$6,000 USD.

All other expenses not expressly mentioned in these Rules are the responsibility of the Prize Winner. 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. The potential Prize Winners will be required to sign an Affidavit of Eligibility and a Liability Release and (where legal) Publicity Release (the "**Prize Claim Documents**"). Potential prize winners must execute and return the Prize Claim Documents

to Sponsor within seven (7) days of Prize notification or they may forfeit any Prize that they otherwise might have received.

**Prize Drawing**: The potential prize winners will be selected in a random drawing to be held on July 12, 2017, at the offices of DMA Solutions, Inc. from among all valid entries received during the Promotion Period. The potential Winners will be notified *on July 13*, 2017 via phone or email.

6. In the event any 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 by e-mail/phone to receive the Prize. The skill-testing question for Canada is what is 20 x 15 + 30-10?

The number of eligible entries received will determine the odds of winning a Prize.

7. 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 as well as claims/actions based on publicity rights, defamation, and/or invasion of privacy. 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 WEB SITE 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.

- 8. **Use of Information**: By accepting the Prize, the Prize Winner consents to and gives SPONSOR and any other party authorized by SPONSOR the unrestricted, absolute right and license 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 and to make derivative works therefrom 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, for an unlimited amount of time, in perpetuity, except where prohibited by law.
- 9. **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.
- 10. **Governing Law**: By completing the act of entering the Promotion, each Entrant agrees that the Promotion shall be governed by the laws of California, USA. 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 California, USA.
- 11. **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.
- 12. **Amendment**: SPONSOR reserves the right to modify the Official Rules for clarification purposes without materially affecting the terms and conditions of the Promotion.
- 13. **Copy of Official Rules**: For a copy of the Official Rules, please visit one of the following websites:
  - <a href="http://promos.calgiant.com/skinny-dips-sweepstakes">http://promos.calgiant.com/skinny-dips-sweepstakes</a>,
  - <a href="http://promo.crunchpak.com/skinny-dips-sweepstakes">http://promo.crunchpak.com/skinny-dips-sweepstakes</a>
  - http://worldsfinestavocados-3344450.hs-sites.com/skinny-dips-sweepstakes
  - http://oceanmist-2445764.hs-sites.com/skinny-dips-sweepstakes
  - http://promo.sunsetgrown.com/2017-skinny-dips-sweepstakes-lp

or send a stamped, self-addressed envelope to:

Skinny Dips Sweepstakes – "Official Rules"

c/o DMA Solutions, Inc. 13760 Noel Road, Suite 450 Dallas, TX 75240

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

Skinny Dips Sweepstakes – "Winner's List" c/o DMA Solutions, Inc. 13760 Noel Road, Suite 450 Dallas, TX 75240

Winner's List will be available after July 15, 2017.

## 15. **SPONSORS**:

California Giant: 75 Sakata Lane, Watsonville, CA 95076

Crunch Pak: 300 Sunset Highway, Cashmere, WA 98815

Mission Avocados: 2500 E. Vineyard Avenue, Suite 300, Oxnard, CA 93036

Ocean Mist Farms: 10855 Ocean Mist Parkway, Castroville, CA 95012

SUNSET® Produce: 2100 Road 4 East, Kingsville, ON N9Y 2E5, Canada