

Aunt Nellie's 90th Birthday Potluck Party Contest

CONTEST RULES AND REGULATIONS

1. NO PURCHASE, CONTRIBUTION OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.
2. ELIGIBILITY: The Contest is open only to contestants who submit a photo online or email to Aunt Nellie's and who are 18 years of age or older and of the age of majority in the jurisdiction where they reside as of the date of entry. The Contest is only open to legal residents of the United States, living in one of the 50 United States or the District of Columbia, and is void where prohibited by law. Employees of Seneca Foods Corporation, and its affiliates (Sponsor), their respective affiliates, advertising and promotion agencies, suppliers, and members of their immediate family members and/or those living in the same household of each are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.
3. AGREEMENT TO OFFICIAL RULES: By participating, entrants agree to be fully and unconditionally bound by these Rules, Sponsor's, and Administrator's decisions, which are final and binding in all matters related to the Contest and they represent and warrant that they meet the eligibility requirements set forth herein. All federal, state, local laws and regulations apply. Submission of an Entry grants Sponsor and its agents the right to publish, use, adapt, edit and/or modify such Entry in any way, in any and all media, without limitations, and without any additional notification, permission, or consideration to the entrant.
4. CONTEST PERIOD: The Contest period begins on October 21, 2019 12:00 A.M. (EDT) and continues through November 24, 2019 at 11:59pm (EST).
5. HOW TO ENTER: Visit <https://auntnellies.com/potluck/> and follow all online instructions to submit an entry.
 - a. Entrants can host a potluck party and post of picture or video of it on Facebook or Instagram and include the official hashtag #AN90thPotluckParty in the caption as well as and tag @AuntNellies on Facebook or @AuntNelliesVegetables on Instagram.
 - b. Alternatively, entrants can upload their photo and provide their name and email address to the link on the website.

Five (5) prizes awarded during the Contest period will be randomly selected from all eligible entrants. Limit: one (1) entry per person per day. Potential total number of entries will be 35.

By entering a photograph, you represent and warrant that: (i) you own all rights to the pictures you submit; (ii) if a picture depicts any person other than yourself, and can provide that permission to Sponsor upon request; (ii) if a picture depicts any minors, you have written permission from the minor's parent or guardian, and can provide that permission to the Sponsors upon request; and (iv) the picture is unaltered other than lighting, color or cropping for size or removal of persons for which the permissions specified above have not been obtained. Each eligible entry submitted and received by sponsor will qualify for the prize.

All entries become Sponsor's property and will not be acknowledged. Entries that are mechanically reproduced, generated by a script, macro, or create various accounts to circumvent entry restrictions by automated means and/or otherwise not in compliance with these rules will be disqualified. Sponsor is

not responsible for lost, late, incomplete, invalid unintelligible or misdirected entries which will be disqualified. In the event of a dispute as to the ownership of any entry, the authorized account holder of the email address used to enter the Contest will be deemed to be the entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder. Sponsor reserves the right to disqualify any entry for any reason, in its sole and absolute discretion.

By entering the Contest, entrant irrevocably grants to Aunt Nellie’s and its agents the unconditional and perpetual right to post, display, edit, adapt and publish any or all of the entries submitted in any media without attribution or compensation to the entrant, his or her successors or assigns, or any other entity unless prohibited by law.

6. RESTRICTIONS: Entries must not contain material that:

- References tobacco, smoking or smoking products, or otherwise contains or depicts someone smoking or intoxicated;
- Violates or infringes another’s rights, including without limitation, privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- Contains material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- Contains any unacceptable clothing or adornments, or displays any commercial/corporate advertising other than that of Sponsor (including but not limited to corporate logos, brand names, trademarks, slogans, political, personal and religious statements);
- Contains indecent, violent, or unsafe behavior or situations, profanities or obscenities, including but not limited to nudity, or pornography, or is otherwise inappropriate, indecent, profane, obscene, hateful, tortuous, slanderous or libelous;
- References persons without their permission;
- Contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- Contains materials embodying the names, likenesses, voices or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- Contains any statements that promote or oppose a political party or candidate;
- Disparages any persons or organizations;
- Includes threats to any person, place, business, or group;
- Is unlawful, in violation of or contrary to any applicable federal, state, or local laws and regulations.

Entries must be dignified, modest and in good taste, must not be obscene or indecent, including but not limited to containing pornography or profanity, nor contain any offensive or defamatory statements including but not limited to words or symbols that might be considered offensive to individuals of any race, ethnicity, religion, sexual orientation or socioeconomic group, nor include threats to any person, place, business, or group, nor invade privacy or other rights of any person, firm or entity, including, without limitation, any third party trademarks or copyrights, nor portray Sponsor or Sponsor’s brands or products in any way that might tend to subject any of them to public contempt, scandal, disrepute or

ridicule. Sponsor reserves the right to make determinations of suitability in its sole and absolute discretion, and to disqualify any entries it determines to be inappropriate for any of the reasons listed above, or for any other reason.

Entries must be original; may not have won previous awards; may not have been previously published; may not be obscene or indecent; cannot be sexually explicit or suggestive, profane or pornographic, violent or derogatory of any ethnic, racial, gender, religious, professional or age group; cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any political agenda or message; cannot be offensive, endorse any form of hate or hate group; cannot defame, misrepresent or contain disparaging remarks about Sponsor or its products or services, or other people, products or companies; cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; may not invade the privacy or other rights of any person, firm or entity; may not in any other way violate any applicable federal, state or local laws or regulations; may not contain any third party trademarks, names or third party logos or any copyrighted components; and cannot contain any personal identification, such as license plate numbers, personal names, email addresses or street addresses (other than as required in the registration).

All entries become the exclusive property of Aunt Nellie’s. By entering the Contest, entrant irrevocably grants to Sponsor and its agents the unconditional and perpetual right to post, display, edit, adapt and publish any or all of the entries submitted in any media without attribution or compensation to the entrant, his or her successors or assigns, or any other entity unless prohibited by law.

7. PRIZES & APPROXIMATE RETAIL VALUE (ARV): Five (5) prizes will be awarded. Sponsor’s and Administrator’s decisions are final and binding.

Prize Description	Total Awarded	ARV
\$250 VISA gift card, family pack of Aunt Nellie’s products and a \$500 donation to a local food bank	5	\$773
TOTAL		\$3,865

Total ARV of all prizes is: \$3,865. Limit one (1) prize per household. Prizes are “as is.” Gift cards are from a third party and are subject to the terms and conditions of the issuer. Taxes are not Sponsor’s responsibility. No substitutions, cash redemption, or transfer of prizes permitted by winners. Sponsor is not liable for more than the 5 prizes listed above and has the right to substitute prizes for equal or greater value. NO ENTRANT IS GUARANTEED TO WIN ANY PRIZE OF ANY KIND. THE ODDS OF WINNING DEPEND ON THE NUMBER OF ENTRIES RECEIVED.

8. SELECTION & NOTIFICATION OF WINNERS: Each potential prize winner will be selected via a random drawing to be conducted within seven (7) business days after the conclusion of the Entry Period. Random drawings will be conducted by Administrator, whose decisions are final and binding. Potential winners will be notified by email to the email address provided and must respond with their full name, address, city, state, zip code and daytime phone number within 48 hours of attempted notification. Two (2) attempts will be made to contact potential winners within a five (5) day period. If a potential winner fails to respond within the five (5) day period or if the email is returned as undeliverable or if Administrator fails to reach a potential winner for any reason, including a potential winner’s use of a spam filter, or if a potential winner fails to respond for any reason to the notification as directed, that

potential winner will be disqualified and an alternate winner will be selected and notified using the same method. After a potential winner is contacted and she/he responds to the email notification, the potential winner may be required to execute, sign and return an Affidavit of Eligibility and Release of Liability/Publicity (“Affidavit/Release”), except where prohibited by law, within ten (10) days of the date specified on Affidavit/Release notification. Failure to comply within aforementioned time period may result in forfeiture of the prize and the prize may be awarded to an alternate winner. If prize is returned as undeliverable or if prize is forfeited, it will result in disqualification, and that prize will not be awarded. Attempts will be made to notify up to three (3) alternate winners for the unfulfilled prize after which that prize will not be awarded.

9. **PUBLICITY:** Except where prohibited, participation in this Contest constitutes participant’s consent to use of participant’s name, likeness, voice, opinions and biographical information for publicity, advertising, trade, or promotional purposes in any media or manner, now known or hereafter devised, worldwide, without further payment, consideration, notice or approval.
10. **TERMS:** Sponsor, its suppliers, agents, affiliates, consultants and service providers are not responsible for any typographical or other error in the printing, the offering or the announcement of any prize or in the administration of the promotion, whether caused by computer, technical or human error. Winner assumes all liability and agrees to hold Sponsor, its suppliers, advertisers, agents, affiliates, consultants and service providers harmless for any injury or damage caused, or claimed to be caused, by participation in this promotion or use or redemption of any prize.

In the event of any conflict between the Official rules and any abbreviated rules of advertising distributed in connection with the Contest, the terms and conditions of the Official Rules posted at <https://auntnellies.com/potluck/> shall prevail.

Sponsor reserves the right to cancel or modify the program at any time and for any reason, including but not limited to, destruction of the integrity of the promotion by fraud, misconduct or technical failures, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the promotion. Sponsor reserves the right to disqualify, freeze or prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation or with any provision in these Contest Rules. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND/OR SEEK DAMAGES FROM ANY INDIVIDUAL MAKING ANY SUCH ATTEMPTS TO THE FULL EXTENT PERMITTED BY LAW.**

11. **RELEASE OF LIABILITY; DISCLAIMER OF WARRANTIES:** By entering this Contest, entrants release Sponsor, its suppliers, advertisers, agents, affiliates, consultants and service providers, from any liability, loss, harm, damage, cost or expenses whatsoever incurred which may occur in connection with any part of this Contest and with the acceptance, ownership, and/or use of the prizes. **ALL PRIZES, WILL BE AWARDED “AS IS,” AND SPONSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
12. **PRIVACY:** Personally identifiable information that is submitted by entrants as part of this Contest will be used to administer the Contest, select prize winners and fulfill prizes.

13. **GOVERNING LAW/JURISDICTION:** all issues and questions concerning the construction, validity, interpretation and enforceability of these official rules or the rights and obligations of entrants or sponsor in connection with the Contest shall be governed by and construed in accordance with the internal laws of the state of New York without giving effect to any choice of law of conflict of law rules or provisions that would cause the application of any other state's laws.
14. **Binding Arbitration:** Any controversy or claim arising out of or relating to this Contest shall be settled by binding arbitration at a location within the greater New York, NY, metropolitan area selected by the arbitrator (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply New York law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures Established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED.

DO NOT ENTER THIS PROMOTION IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

15. **CLASS ACTION:** No class action suits. By participating in sponsor's Contest, each entrant and prize winner (and his/her parent/legal guardian, if an eligible minor) agrees that to the extent permitted by applicable law: (1) any and all disputes, claims and causes of action arising out of or connected with the Contest, or any prize awarded, will be resolved individually without resort to any form of class action; (2) any and all claims, judgments and awards will be limited to actual third-party, out-of-pocket costs incurred (if any), but in no event will attorneys' fees be awarded or recoverable; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT OR PRIZE WINNER BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT AND PRIZE WINNER'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK

INJUNCTIVE OR EQUITABLE RELIEF; (5) this Promotion is governed by the laws of the state of New York without regard to its conflicts of law principles and any and all disputes, claims and causes of action arising out of or connected with this Promotion, and except for the arbitration noted above all disputes shall be litigated exclusively before a court of competent jurisdiction located within the state of New York; if any provision or provisions of these official rules shall be held to be invalid, illegal, unenforceable or in conflict with the law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby; and (6) entrants shall be bound by these official rules.

16. INDEMNIFICATION CLAUSE: Entrants (and, if eligible minors, their parents or legal guardians) agree (a) that Sponsor and Promotion Parties are released, will have no liability whatsoever for, and shall be held harmless by entrants against any liability for any injuries, losses or damages of any kind to person(s), including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Contest or any Contest-related activities, including any travel related thereto and (b) except where legally prohibited, winners (and, if eligible minors, their parents or legal guardians) grant (and agree to confirm that grant in writing) permission to Sponsor and those acting under their respective authority the right to the use of his/her name, picture, likeness, persona, voice, image, biographical information and statements, at any time or times, for advertising, trade, publicity and promotional purposes without additional compensation, in all media now known or hereafter discovered, worldwide in perpetuity, and on the Internet and World Wide Web, without notice, review or approval, unless prohibited by law.
17. This Contest is in no way sponsored, endorsed, or administered by, or associated with, Facebook, Pinterest, Twitter, or Instagram. By entering the Contest, participants fully release Facebook, Pinterest, Twitter, or Instagram from any liability. You understand that you are providing your information to Sponsor and not to Facebook. The information you provide will only be used in connection with this Contest and by Sponsor for contact purposes generally. As such, please direct any questions, comments, or complaints regarding the promotion to the Promotion Administrator.
18. WINNERS LIST/OFFICIAL RULES: To obtain a copy of these Official Rules (print this page) and/or any legally-required winners list, send a self-addressed stamped envelope to: Aunt Nellie's 90th Birthday Potluck Party, 332 South Michigan Ave., 9th floor, Chicago, IL 60604. All such requests must be received by 12/31/2019.

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