

Aunt Nellie's Beet Week 2020 Sweepstakes

SWEEPSTAKES 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 Sweepstakes is open only to contestants who sign up at the online Sweepstakes page and/or participate in the designated optional activities 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 Sweepstakes 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 and/or those living in the same household of each are not eligible to participate in the Sweepstakes. The Sweepstakes 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 Sweepstakes 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. SWEEPSTAKES PERIOD: The Sweepstakes period begins on October 4, 2020 at 12:00 A.M. (EDT) and continues through October 17, 2020 at 11:59pm (EDT).
5. HOW TO ENTER: Visit www.AuntNellies.com/beetweek2020 and follow all online instructions to submit an entry. Seven (7) prizes will be awarded during the Sweepstakes period which will be randomly selected from entrants who enter their name, email and zip code and follow Aunt Nellies on Facebook and Instagram.

Limit: one (1) entry per person per day. Maximum total number of entries will be 14.

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 Sweepstakes 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. PRIZES & APPROXIMATE RETAIL VALUE (ARV): Seven (7) prizes of a \$50 digital gift card + 1 case of Aunt Nellies Beets will be awarded. Single prize ARV is \$75. Sponsor's and Administrator's decisions are final and binding.

Total ARV of prize is: \$525.00. Prize awarded "as is." Gift card is from a third party and is 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 one prize 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.

7. SELECTION & NOTIFICATION OF WINNERS: The potential prize winners will be selected via a random drawing to be conducted within three (3) 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 two (2) day period. If a potential winner fails to respond within the two (2) 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 five (5) 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.
8. PUBLICITY: Except where prohibited, participation in this Sweepstakes 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.
9. 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 Sweepstakes, the terms and conditions of the Official Rules posted at www.AuntNellies.com/beetweek2020 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 Sweepstakes 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.

10. RELEASE OF LIABILITY; DISCLAIMER OF WARRANTIES: By entering this Sweepstakes, 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 Sweepstakes 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.
11. PRIVACY: Personally identifiable information that is submitted by entrants as part of this Sweepstakes will be used to administer the Sweepstakes, select prize winners and fulfill prizes.
12. 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 Sweepstakes 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 or conflict of law rules or provisions that would cause the application of any other state's laws.
13. Binding Arbitration: Any controversy or claim arising out of or relating to this Promotion 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.

14. CLASS ACTION: No class action suits. By participating in sponsor's sweepstakes, 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 sweepstakes, 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 seven (7) entrants shall be bound by these official rules.
15. 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 Sweepstakes or any Sweepstakes-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.

16. This Contest/Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with, Facebook, Pinterest, Twitter, or Instagram. By entering the Contest/Sweepstakes, 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/Sweepstakes and by Sponsor for contact purposes. As such, please direct any questions, comments, or complaints regarding the promotion to the Promotion Administrator.

17. 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 Beet Week Sweepstakes, 332 South Michigan Ave., 9th floor, Chicago, IL 60604. All such requests must be received by 12/31/2020.

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