

Get Out and Grow School Garden Sweepstakes Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. INTERNET ACCESS IS REQUIRED TO ENTER.

Eligibility: The Get Out and Grow School Garden Sweepstakes (“Promotion”) is open only to legal residents of the 50 United States and the District of Columbia (“D.C.”) that are 18 years of age or older, who are Foodservice Directors or School Administrators of a state accredited school (Kindergarten – 12th Grade) located in the 50 United States and D.C. (“School”) except employees, officers and directors of Smucker Away From Home, Inc. (“Sponsor”), Promotion Activators Management, LLC (“Administrator”), their respective parent companies, subsidiaries, affiliated companies, sales representatives, advertising, sales promotion and judging agencies, webmasters/suppliers, and their respective immediate family members (spouse, parents, siblings, children) or household members (whether or not related). By entering you agree to these Official Rules. The Promotion is void outside the 50 United States/D.C. and where prohibited.

Promotion Period: Promotion begins at 12:00:00 a.m. Central Time (“CT”) on December 1, 2017 and ends at 11:59:59 p.m. CT on March 11, 2018 (“Promotion Period”). Administrator’s computer is the official time keeping device for the Promotion.

How to Enter: Go to www.growwithsmuckers.com (the “Website”) during the Promotion Period and follow the on-screen instructions to complete the entry form and tell us in 250 characters or less: (in English) How would a school garden benefit your students? (“Entry”). Limit one Entry per School; multiple individual Schools may be entered within the same School District. You must have permission from the appropriate School authorities to submit an Entry in the Promotion. Submission of an Entry grants Sponsor and its agents the right to publish, use, adapt, edit and/or modify the Entry in any way, in any and all media, including for the use in advertising and marketing, without limitation, and without additional consideration to you. **Entries will not be judged and the quality or content of your Entry will not affect the odds of winning.** No robotic, programmed, script, macro or other automated Entries (collectively “automated entries”). Automated entries, or multiple Entries by the same School, or Entries that have been tampered with will result in disqualification of all such Entries. All Entry materials submitted become the property of Sponsor and will not be returned. By submitting an Entry, entrant acknowledges that his/her Entry may be posted across any or all of Sponsor’s digital and social media assets, at Sponsor’s sole discretion. Personal information collected is subject to the Sponsor’s privacy policy at <https://www.smuckerawayfromhome.com/privacy-policy>. **Only the School on whose behalf the Entry is submitted (and identified during the entry process) may win a prize, not the entrant.**

Entry Requirements: Entry cannot be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic; Entry cannot promote illegal drugs or firearms (or the use of any of the foregoing), or any activities that may be considered unsafe or dangerous, or any particular political agenda or message (in the sole opinion of the Sponsor); Entry cannot be obscene or offensive, endorse any form of hate or hate group; Entry cannot defame, misrepresent or contain disparaging remarks about Sponsor or its products/services, or other people, products or companies; Entry may not include any intellectual property of third parties, including copyrighted material or third-party trademarks; Entry cannot include the names or other indicia identifying any person, living or dead, without permission; Entry cannot communicate messages inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and Entry cannot depict, and cannot itself, be in violation of any law. If an Entry does include such material, Sponsor may, in its sole discretion, alter the Entry to remove it, or disqualify the Entry. Entrant may only

enter an Entry to which he/she owns all legal rights. Entry must be suitable for presentation in a public forum, in the sole discretion of Sponsor.

Prize Drawing: On or about March 12, 2018, twenty-two (22) winners will be selected via random drawing from all eligible Entries received during the Promotion Period. The drawing and awarding of the prizes will be conducted by the Administrator, whose decisions are final and binding in all matters relating to the Promotion.

Prizes/Odds of Winning: One (1) Gold Prize: \$15,000, awarded in the form of a check payable to the School, intended to be used to build or improve a School garden and a special guest visit to the School by a Team USA Athlete subject to athlete's availability. Visit will occur at a time/date determined by Sponsor and will likely occur from April 30, 2018 – January 1, 2019. One (1) Silver Prize: \$5,000, awarded in the form of a check payable to the School, intended to be used to build or improve a School garden. Twenty (20) Bronze Prizes: \$500, awarded in the form of a check payable to the School, intended to be used to build or improve a School garden. Total value of all prizes: \$30,000. Odds of winning depend on the total number of eligible Entries received. Prizes are non-transferable.

Prize Award Procedures: Potential Gold and Silver Prize winners will be notified by the Administrator within 7 days of the prize drawing date and will be required to have a liability/publicity release executed by an authorized official of the School within 14 days of request. The persons who submitted the Gold and Silver Prize winning Entries will also be required to execute and return an affidavit of eligibility and a publicity release as a condition of the prize being awarded to the School. Failure to comply with either request will result in disqualification and selection of an alternate winner. If any prize or prize-related communication is returned as undeliverable, prize will be forfeited. Sponsor is not responsible for any change of mailing address, e-mail address, and/or telephone number of entrants. Bronze Prizes will be mailed to the School within six weeks of the end of the Promotion Period. Any unclaimed or undeliverable prize may not be awarded. By accepting a prize, a School agrees to the use of its name, location, trademarks, logos, and photographs of the School, in any and all media now or hereafter known, worldwide and on the Internet and in perpetuity by Sponsor and their respective designees without compensation or additional consents from such School or its authorized representatives or any third party and without prior notice, approval or inspection, and to execute specific consent to use if asked to do so.

General Conditions: By entering, entrants agree (a) to release Sponsor, Administrator, and their respective parents, affiliates, subsidiaries, advertising and promotion agencies, and all of their respective officers, directors, employees, representatives and agents from any and all liability, for any damages, injuries or losses of any kind to person(s), including death, or property, arising directly or indirectly from his/her participation in the Promotion or any Promotion-related activity; and (b) to grant (and to confirm such grant in writing promptly upon request) to Sponsor and those acting under Sponsor's authority the right to the use of his/her name, photograph, likeness, voice, image, statements and biographical information at any time or times for advertising, trade, publicity and promotional purposes in any media now known or hereafter discovered, worldwide and on the World Wide Web, without review, notification, approval or additional compensation, unless prohibited by law. All taxes on prizes, if any, are solely the responsibility of the winning Schools. All federal, state, and local laws and regulations apply. By entering, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, will be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules. By entering, entrants consent to the jurisdiction and venue of the federal, state and

local courts in Cleveland, OH.

Limitations of Liability: Neither Sponsor nor Administrator nor their respective agencies are responsible for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website or other connections availability, accessibility or traffic congestion, or miscommunications, or failed computer, network, telephone, satellite, or cable hardware, software or lines, or technical failure, or jumbled, scrambled, delayed, or misdirected transmissions, or computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network, or the incorrect or inaccurate capture of Entry or other information or the failure to capture, or loss of, any such information. Neither Sponsor, nor Administrator nor their respective agencies are responsible for any incorrect or inaccurate information, whether caused by Website users, or by any equipment or programming associated with or utilized in the Promotion and assume no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of Website. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds may be tampering with the entry process or operation of the Promotion or Website, may be acting in violation of the terms of the Website or these Official Rules or may be acting in a non-sportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person. Neither Sponsor nor its agencies are responsible for injury or damage to entrant's or any other person's computer related to or resulting from participating in the Promotion or downloading or copying materials from or use of Website. If, for any reason, the Promotion is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures or any other causes which, in sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, or if due to any technical, production or other error, more prizes are claimed or awarded than are described in these Official Rules, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Promotion, and randomly select winner from entries received prior to action taken, or as otherwise deemed fair and equitable by Sponsor. No more than the number of prizes stated in these Official Rules will be awarded. Any attempt to deliberately damage any website or undermine the legitimate operation of the Promotion is unlawful and subject to legal action by Sponsor or its agents.

IN NO EVENT WILL SPONSOR ADMINISTRATOR, THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES OR RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES OR AGENTS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS PROMOTION, INCLUDING ENTRANTS ACCESS TO AND USE OF THE PROMOTION WEBSITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

Winners List: For the names of the winners, available after April 1, 2018, send a self-addressed stamped envelope with proper postage affixed to: **Get Out and Grow School Garden Sweepstakes Winners**, 5550 W Touhy Ave, Suite 403, Skokie, IL 60077. Requests must be received by June 1, 2018. Winners List will be sent after all winners have been verified.

Sponsor: Smucker Away From Home, Inc., 1 Strawberry Lane, Orrville, OH 44667

Administrator: Promotion Activators Management, LLC, 5550 W Touhy Ave, Suite 403, Skokie, IL 60077.
