

# Blenditarian Pledge Sign-up Sweepstakes

## Official Rules

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

### 1. Eligibility

The Blenditarian Pledge Sign-up Sweepstakes (the “Sweepstakes”) is open only to legal residents of the fifty (50) United States (including District of Columbia) who are at least eighteen (18) years old at the time of entry. Void where prohibited by law. Employees of Mushroom Council or any of its respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Sweepstakes and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

### 2. Sponsor and Administrator

Sponsor: Mushroom Council, Redwood Shores, CA, 94065. Administrator: FLM Harvest, 500 W. Wilson Bridge Road, Suite 316, Worthington, OH 43085.

### 3. Timing

The Sweepstakes periods begin at 12:00 a.m. Eastern Time (ET) on the 1<sup>st</sup> of each month and ends on the last day of the month at 11:59 p.m. Eastern Time (ET) (the “Sweepstakes Period”). There are seven (7) Sweepstakes periods in 2018:

- June 1 – June 30, 2018
- July 1 – July 31, 2018
- August 1 – August 31, 2018

- September 1 – September 31, 2018
- October 1 – October 31, 2018
- November 1 – November 30, 2018
- December 1 – December 31, 2018

Sponsor's computer is the official time keeping device for this Sweepstakes.

#### **4. How to Enter**

During the Sweepstakes Period, complete the following required steps in order to receive one (1) entry into the Sweepstakes:

1. Take the Blenditarian Pledge by filling out the form with the following information
  - a. Name
  - b. Email Address
  - c. Country
  - d. Zip Code

Limit one (1) entry ("Pledge") per person. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant's plays and that participant may be disqualified.

Entries submitted after the end of the Sweepstakes Period will not be eligible to win or included in the donation amount. In order for an online entry to be valid entrant must have a valid name, email address, country and zip code, and must enter through the form found at <http://blenditarian.com>. If the registration process is aborted before it is complete, entrants are not eligible to win. Any attempt by any entrant to obtain more than the stated number of entries and/or submit entries by using multiple/different email addresses, identities, registrations, logins, and/or any other methods will void that entrant's play and that entrant may be disqualified from the Sweepstakes. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed submitted by the person in whose name the email address is registered. Entries will be deemed made by the authorized account holder of the email address submitted at the time of entry. Potential winners may be required to show proof of being the authorized account holder.

#### **5. Winner Selection**

On or about the 5<sup>th</sup> of the following month, Administrator will select one (1) entry for prizes as described below in a random drawing of all valid entries received.

Winner selection dates (approximate):

- July 5, 2018

- August 5, 2018
- September 5, 2018
- October 5, 2018
- November 5, 2018
- December 5, 2018
- January 5, 2019

**6. POTENTIAL SWEEPSTAKES WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR AND ADMINISTRATOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES.**

**7. Verification of Potential Winners**

Potential winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. The winner will be notified via the email address submitted. Sponsor will confirm the winner's mailing address provided. If an email bounce back occurs, or winner does not respond within 48 hours of the email the entrant will be disqualified. The potential winner may be required to sign and return to Administrator, within ten (10) days of the date notice is sent, an affidavit of eligibility, and liability/publicity release (except where prohibited) in order to claim his/her prize if applicable. If a potential winner of any prize cannot be contacted, fails to sign and return the affidavit of eligibility and liability/publicity release within the required time period (if applicable), or if the prize or prize notification is returned as undeliverable, potential winner forfeits prize. Winner should allow up to six weeks after the Sweepstakes Period ends for the prize to arrive.

**8. Prizes**

"Blenditarian Starter Kit": one (1) Food Processor (ARV \$50) + one (1) \$50 Whole Foods gift card + recipe cards. Total approximate retail value of each prize is \$100.

No cash equivalent for the prize, prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute any listed prize for one of equal or greater value for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the Sweepstakes Period.

**9. Entry Conditions and Release**

*By entering, each participant agrees to:* (a) comply with and be bound by these Official Rules and the decisions of the Sponsor, Administrator and/or the Sweepstakes judges which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless the Sponsor, Administrator, and their respective parent, subsidiary, and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring,

fulfilling, administering, advertising or promoting the Sweepstakes, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the “Released Parties”) from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant’s entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; (c) indemnify, defend and hold harmless the Sponsor and Administrator from and against any and all claims, expenses, and liabilities (including reasonable attorney’s fees) arising out of or relating to an entrant’s participation in the Sweepstakes and/or entrant’s acceptance, use or misuse of prize; (d) receive communications from the Mushroom Channel/Blenditarian website.

#### **10. Publicity**

Except where prohibited, participation in the Sweepstakes constitutes winner’s consent to Sponsor’s and its agents’ use of winner’s name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

#### **11. General Conditions**

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor’s reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

#### **12. Limitations of Liability**

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process

or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (5) any injury 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 or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes. No more than the stated number of prizes will be awarded.

### **13. Disputes**

Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate Connecticut State Court located in Fairfield County, Connecticut; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor and Administrator in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Connecticut, without giving effect to any choice of law or conflict of law rules (whether of the State of Connecticut or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Connecticut.

### **14. Entrant's Personal Information**

Information collected from entrants is subject to the Sponsor's Privacy Policy, which is at <http://www.mushroominfo.com/privacy> and <http://blenditarian.com/images/downloads/blenditarian-privacy-policy.pdf> .

### **15. Sweepstakes Results**

For Sweepstakes results, send a hand-printed, self-addressed, stamped envelope to Blenditarian Pledge Signup Sweepstakes – Winners List, c/o FLM Harvest, 800 N. Washington Ave, Suite 203, Minneapolis, MN 55401. Requests for the winner list must be received by January 10, 2019.