OFFICIAL RULES FOR LUCKY LEAF® THERE'S NO TASTE LIKE HOME CONTEST

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS CONTEST IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY. OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND D.C. EIGHTEEN (18) YEARS OF AGE OR OLDER WHO ENTER FROM WITHIN THE FIFTY (50) UNITED STATES OR D.C.

VOID OUTSIDE THE FIFTY (50) UNITED STATES AND D.C., AND WHERE PROHIBITED. CONTEST IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS. BY SUBMITTING AN ENTRY, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES. THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM, FACEBOOK, INC., OR TWITTER INC. BY ENTERING THIS CONTEST, YOU AGREE TO A COMPLETE RELEASE OF FACEBOOK FROM ANY OR ALL LIABILITY IN CONNECTION WITH THIS CONTEST.

- **1. Entry Period:** The LUCKY LEAF® THERE'S NO TASTE LIKE HOME CONTEST (the "Contest") begins at 12:00:00 AM Eastern Daylight Time ("EDT") on November 2, 2018 and ends at 11:59:59 PM Eastern Savings Time ("EST") on December 31, 2018 (the "Contest Period").
- 2. Eligibility: The Contest is open only to legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older and who have reached the age of majority in their jurisdiction of residence at the time of entry. Void outside the fifty (50) United States and the District of Columbia and where prohibited. Officers, directors and employees of Knouse Foods, Inc., 800 Peach Glen Idaville Rd, Peach Glen, PA 17375 ("Sponsor"), Donovan Advertising and Marketing Services, Inc. ("Administrator") (collectively, the "Contest Parties"), and each of their respective parents, subsidiaries, representatives, contractors, consultants, affiliated companies, advertising and promotional agencies, legal counsel, website providers, web masters, persons engaged in the development, production or distribution of materials for this Contest, and their immediate family members (parent, child, sibling, and spouse of each) and/or persons living in the same household as such officers, directors, and employees (whether related or not) are not eligible to participate or win a prize in this Contest. Entry into this Contest constitutes Entrant's (defined below) full and unconditional agreement to Sponsor's and/or Administrator's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- **3. How to Enter:** During the Contest Period, you may enter the Contest in one (1) of three (3) ways described below. First, take a photo of your family making or enjoying a special holiday dessert that includes a Lucky Leaf® product ("Photo"). The Photo must meet the requirements set forth below and must otherwise be compliant with these Official Rules. Next, complete one (1) of the following three (3) methods of entry:
- (i) Visit https://www.luckyleaf.com/promotions and follow the instructions to (i) upload the Photo and (ii) complete the entry form, including a description of the special holiday dessert and an explanation of why you love it. You must provide all required information on the entry form to be eligible, including your first and last name, e-mail address, and your agreement to provide (i) a license to Sponsor to use your Entry (defined below) and (ii) publicity releases from all individuals who appear in the Photo. Entrants using this method of entry must have a valid e-mail address. Multiple Entrants are not permitted to share the same e-mail address.
- (ii) Visit the Lucky Leaf Instagram page at https://www.instagram.com/lucky_leaf_fruit_filling and follow the page by clicking "Follow." Then, post the Photo with a caption that describes the special holiday dessert and why you love it and include the hashtags #TheresNoTasteLikeHome and #ContestEntry. You must follow the Lucky Leaf Instagram page as directed and include both the #TheresNoTasteLikeHome

and #ContestEntry hashtags in your post caption for your Entry to be eligible. To enter using this method, you must have an Instagram account and your account must be set to the "public" setting. If you do not have an Instagram account, you may sign up for a free account at www.instagram.com. Text and data charges may apply if you are accessing Instagram from your mobile device to enter this Contest. Check your wireless carrier for mobile phone capabilities and pricing plan for details. Note: If you stop following the Lucky Leaf Instagram page or deactivate your Instagram account at any time prior to the selection of winners, as described below, your Entry will be void. Multiple Entrants are not permitted to share the same Instagram account.

(iii) Visit the Lucky Leaf Facebook page at https://www.facebook.com/luckyleafpiefilling, click on the Contest tab and follow instructions to (i) upload the Photo and (ii) complete the entry form, including a description of the special holiday dessert and an explanation of why you love it. You must provide all required information on the entry form to be eligible, including your first and last name, e-mail address, and your agreement to provide (i) a license to Sponsor to use your Entry (defined below) and (ii) publicity releases from all individuals who appear in the Photo. Entrants using this method of entry must have a valid e-mail address. Multiple Entrants are not permitted to share the same e-mail address.

Once you have completed one (1) of the methods of entry described above, you will receive one (1) entry into the Contest (an "Entry"). The person who submits the Entry will be considered the entrant ("Entrant"). Submission of erroneous or incomplete information will void the submitted Entry. Limit one (1) Entry per person, per household, per e-mail address, per Instagram account, as applicable. All Entries must be in English. Entrants may not use any automated, repetitive, or other electronic device or artifice, including using any script, macro, bot or Contest service, to register multiple times or as multiple registrants and any Entrant found doing so may be disqualified. If multiple Entries are received in excess of the stated limitation from any person or household during the Contest Period, only the first such Entry received from such person, household will be eligible for entry. Entries will not be acknowledged or returned. Those who do not follow all of the applicable instructions set forth above or abide by these Official Rules or other instructions of Sponsor may be disqualified. Should multiple users of the same e-mail account enter the Contest and a dispute thereafter arise regarding the identity of the Entrant, the authorized account holder of said e-mail account at the time of entry will be considered the Entrant. "Authorized account holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider, or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address.

Your Entry may not contain any content that Sponsor, in its sole discretion, determines to:

- (a) be vulgar, obscene, offensive, sexually explicit or suggestive, profane or pornographic;
- (b) be derogatory of any race, ancestry, place of origin, color, ethnic origin, citizenship, religion, sex, sexual orientation, age, marital status, family status or disability; endorses any form of hate or hate group; defames, misrepresents or contains disparaging remarks about other people, products or companies;
- (c) be violent or promotes the use of alcohol, illegal drugs, tobacco, or weapons (or use of any of the foregoing); promotes unsafe activities;
- (d) be the previous recipient of any award;
- (e) be previously published;
- (f) be unoriginal;
- (g) promote any political agenda or message;
- (h) defame, misrepresent, or contain disparaging remarks about Sponsor or its products, or other people, products, or companies;

- (i) appear to duplicate any other submitted Entry;
- (j) contain copyrighted materials owned by others;
- (k) contain background artwork owned by a third party;
- (I) contain third-party trademarks, logos, trade dress or insignia, except The LUCKY LEAF® Materials (as defined below), including brand names of products;
- (m) advertise or promote any brand or product of any kind except the LUCKY LEAF® product;
- (n) contain any personal identification, such as persons' names, e-mail addresses, street addresses or license plate numbers;
- (o) communicate messages inconsistent with the positive image of the Sponsor's name and/or any of its brands;
- (p) contain any material that violates or infringes another's rights, including but not limited to material that violates privacy, publicity, or intellectual property rights, or that constitutes copyright infringement;
- (q) violate or depict a violation of any federal, state or local laws or ordinances; or
- (r) include or refer to any third parties, including but not limited to minors, celebrities (living or dead) and friends, who have not expressly authorized such inclusion or reference. Entrant must be prepared to provide signed third party authorizations upon request.

If you think that any Entry infringes your intellectual property rights, email jwelles@donovanadv.com if you wish to report it.

ENTRIES ARE NOT EDITED BY SPONSOR AND ARE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND ARE NOT THE VIEWS OF SPONSOR. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to Entrants. Sponsor reserves the right to waive the Contest entry requirements set forth in its reasonable discretion. Sponsor reserves the right in its reasonable discretion during or upon completion of the Contest Period, to request that any Entrant resubmit or modify his or her Entry which fails to comply with the Contest entry requirements prior to any judging period. The Sponsor reserves the right to reject or void any Entry (and its corresponding Entrant) which Sponsor determines, in its sole and absolute discretion, does not meet the above criteria or is otherwise offensive or is not in keeping with the Sponsor's image and reputation. Sponsor reserves the right to remove any Entry without prior notice.

Sponsor grants you a limited revocable, non-sub-licensable, license to use LUCKY LEAF® trademarks, logos, and trade dress (collectively, "The LUCKY LEAF® Materials") for the sole purpose of creating an Entry and you may make no further use whatsoever of The LUCKY LEAF® Materials or the Entry for any other purpose. In addition, you agree that all right, title, and interest in The LUCKY LEAF® Materials shall vest exclusively in Sponsor, and you will not have or take any action that might harm or adversely affect such rights. No right, title, or interest in and to The LUCKY LEAF® Materials, except for the limited license granted to you in these Official Rules, is being given, transferred or created.

By entering the Contest, you represent and warrant that (a) you are the sole owner of your Entry and all rights in your Entry; (b) you have the right to submit the Entry and to transfer and assign to the Sponsor rights in the Entry, as described below; (c) your Entry consists of only your original work and no part of your Entry has previously been published anywhere else or granted any awards; (d) you have not granted any person, corporation or other entity any rights to use your Entry; (e) your Entry complies with these Official Rules and the requirements above, and any applicable community guidelines or terms of use; (f) your Entry does not defame or violate the rights of publicity or privacy of any person, living or deceased, or otherwise infringe upon the publicity rights or privacy of any third person, living or deceased, or otherwise infringe upon any person's personal or property rights or other third party rights; (g) your Entry is not offensive or inappropriate, as determined by Sponsor in its sole discretion, nor does it violate any law; and (h) if your Entry contains third party elements not owned by you, you have obtained written consent from those owners

to submit your Entry and, if requested to do so, you can and will produce such written consent in a form and manner acceptable to the Sponsor. Failure to provide such proof on request may render your Entry null and void. By submitting an Entry, you warrant and represent that you consent to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein.

Entrants understand and agree that they shall retain all ownership rights in Entry; however, by submitting an Entry, Entrant hereby grants Sponsor and its designees a perpetual, worldwide, irrevocable, non-exclusive, royalty-free, sub-licensable and transferable license to edit, publish, use, adapt, exploit, modify or dispose of any Entry, in whole or in part, online, in print, film, television, or in any other media now or hereafter known throughout the world in perpetuity without compensation, permission or notification to Entrant or any third party, for any purpose whatsoever.

By submitting an Entry, you acknowledge and agree that Sponsor may obtain many submissions in this Contest and that your Entry may be similar or identical in theme, idea, format or other respects to others submitted in this Contest or other promotions sponsored by the Sponsor, or to other ideas conceived by or provided to Sponsor, and you waive any and all claims you have or may have, now or in the future, that any Entry and/or other works accepted, reviewed and/or used by the Sponsor (or its designees) are similar or identical to your Entry. Except where prohibited by law, you acknowledge and agree that the Sponsor does not have now, nor shall it have in the future, any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of any copyright in and to your Entry.

By entering this Contest, you signify and agree that your Entry and any other materials submitted in connection with this Contest may be posted or otherwise appear on Sponsor's website and/or other social media sites or applications for public viewing during or after the Contest Period. Released Parties (as defined below) are not liable for the use of any Entry by any third party. Entrant acknowledges and agrees that Released Parties have no, nor shall have in the future, any duty or liability, direct or indirect, vicarious, contributory or otherwise, with respect to the infringement or protection of any copyright in and to any Entry.

- **4. Determination of Winners/Judging:** On or about January 10, 2019, all eligible Entries received during the Contest Period will be judged based on the following criteria ("Judging Criteria") by a judge selected by Sponsor:
 - 1. Use of Lucky Leaf® product (25%)
 - 2. Creativity and Uniqueness of the Entry (25%)
 - 3. Quality of Photo (50%)

The Entry with the highest score among all eligible Entries received during the Contest Period based on the Judging Criteria set forth above will be deemed the potential Grand Prize winner. The ten (10) Entries with the next highest scores will be selected as the potential Runner-Up Prize winners. In the event of a tie, an additional, "tie-breaking" judge, selected by Sponsor, will determine the tie winner based on the Judging Criteria. Decisions of judges are final and binding. Sponsor reserves the right to not award a prize if, in its sole discretion, it determines it has not received any qualified eligible Entries during the Contest Period. Sponsor reserves the right to change the winner selection method at its sole discretion.

ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR AND/OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

5. Prizes: One (1) grand prize and ten (10) runner-up prizes.

Grand Prize: One (1) kitchen makeover delivered via five (5) prepaid gift cards valued at one-thousand dollars (\$1,000.00) each, for a total of five-thousand dollars (\$5,000.00) in gift cards (the "Grand Prize"). Gift cards are subject to the terms and conditions set by issuer.

Runner-Up Prizes (10): One hundred dollar (\$100.00) prepaid gift cards (each a "Runner-Up Prize"). Terms and conditions apply to gift cards; see front and back of gift cards for more information.

Total ARV of all prizes: six thousand dollars (\$6,000.00). ARV is as of the date of printing these Official Rules. The difference in value of prize as stated herein and at time of prize notification, if any, will not be awarded.

The ARV of the prizes is based on available information provided to Sponsor and the value of any prize awarded to a winner may be reported for tax purposes where required by law. Winners will be responsible for all taxes (including federal, state and local taxes) and any other costs and expenses associated with acceptance and use of the prize not described herein as being awarded. Each winner may be required to provide Sponsor with a valid social security number or tax identification number before a prize will be awarded for tax reporting purposes. Grand Prize winner may be issued an IRS 1099 form for prizes over \$600. Prizes are not transferable, redeemable for cash, or substitutable except by Sponsor, which reserves the right, at its discretion, to substitute the prize or a portion of the prize with one of comparable or greater value. Sponsor will not replace lost or stolen prizes. Limit one (1) prize per person and per household. Only the number of prizes stated in these Official Rules is available to be won in the Contest. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, an alternate winner may be selected in accordance with the winner selection method described above from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available.

- 6. Winner Notification. Potential winners will be notified on or about January 10, 2019 by e-mail or direct message on Twitter or Instagram, as applicable, and will be required to respond within three (3) business days of such notification. Potential winners are subject to verification, including verification of age. Prizes won by an eligible Entrant who is a minor in his/her state of residence will be awarded to minor's parent or legal guardian who must sign and return all required documents. Except where legally prohibited, the potential winners may be required to sign and return (i) an Affidavit of Eligibility and (ii) a Publicity/Liability Release FROM EACH INDIVIDUAL DEPICTED IN ENTRANT'S PHOTO AND/OR THE INDIVIDUAL'S PARENT OR LEGAL GUARDIAN, as applicable, including from Entrant within fourteen (14) days of the issuance of such document in order to claim his/her prize. If any prize or winner notification sent to a potential winner is undeliverable, or any phone number provided by a potential winner is incorrect or no longer in service, or a response to any given e-mail, direct message, or phone call is not received within three (3) business days of the date of its issuance, or if he/she fails to sign and return the required Affidavit of Eligibility and Publicity/Liability Releases within the required time period (if applicable), or a potential winner does not comply with these Official Rules (in Sponsor's sole discretion) or is disqualified for any reason, the prize may be forfeited and, at Sponsor's discretion, Sponsor may award the applicable prize to an alternate winner selected as described above, even if potential winner's name may have been publicly announced. In such event, only one (1) alternate winner selection will be made for each prize, after which any remaining prize(s) will remain un-awarded. Sponsor is not responsible for any change of e-mail address, mailing address, and/or telephone number of Entrants.
- **7. Release/Limitations of Liability and General Conditions:** By participating, Entrants agree as follows: a) to abide by these Official Rules, and to the decisions of Sponsor and the Administrator, which shall be final and binding in all respects; and b) THAT SPONSOR, ADMINISTRATOR, INSTAGRAM, FACEBOOK, INC., TWITTER INC., AND ANY OF THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, WEBSITE PROVIDERS, WEB MASTERS, ADVERTISING AND PROMOTION AGENCIES, RETAILERS, DISTRIBUTORS AND SUPPLIERS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, AND EMPLOYEES (COLLECTIVELY, THE "RELEASED PARTIES") SHALL HAVE NO LIABILITY AND SHALL BE HELD HARMLESS FOR ANY DAMAGE, LOSS OR INJURY TO ANY PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE CONTEST PRIZE, ENTRY OR PARTICIPATION IN THIS CONTEST OR IN ANY CONTEST-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE

TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM. EVERYTHING RELATING TO THIS CONTEST, INCLUDING ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND. Released Parties are not responsible for lost, delayed, interrupted or unavailable network, cable, satellite, Internet Service Provider (ISP), server, or other connections, miscommunications, failed phone, computer or telephone transmissions or technical failure, jumbled, scrambled or misdirected transmissions, or other errors or malfunctions, problems or difficulties of any kind whether computer, network, human, mechanical, electronic, printing, typographical or otherwise relating to or in connection with this Contest, including, without limitation, errors, problems or difficulties which may occur in connection with the administration of the Contest, the processing of Entries, the announcement of the prizes or in any Contest-related materials or for any damage to Entrant's or other person's hardware or software as a result of participation. Released Parties are also not responsible for Entries or mail that are illegible, lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered or postage due, garbled or delayed by computer transmissions, and all such Entries are void. Sponsor reserves the right, in its sole discretion, to cancel or suspend the Contest should fraud, virus, bugs, or other causes beyond the control of Sponsor corrupt the administration, security, or proper play of the game. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Persons found tampering with or abusing any aspect of this Contest or who are in violation of these Official Rules as solely determined by Sponsor will be disqualified and their Entry(ies) will be void. In the event the Contest is compromised by virus, bugs, worms, non-authorized human intervention, or other causes which corrupt or impair the administration, security, fairness or proper play of the Contest, or if the Contest is unable to run as planned for any other reason, Sponsor reserves the right in its sole discretion to modify, suspend or terminate the Contest or any portion thereof and/or terminate the participation of any Entrant (and void his/her Entry(ies)) whose conduct potentially compromises the Contest and, if terminated, at its sole discretion may award the prizes in a random drawing from among all eligible non-suspect Entries received prior to the act requiring such termination. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. CAUTION: Any attempt by an Entrant or any other individual to damage any website associated with this Contest or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law.

AS A CONDITION OF PARTICIPATING, ENTRANT AGREES THAT A) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT OF POCKET EXPENSES, IF ANY, AND B) ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CONTEST, OR ANY COMPENSATION OR CREDIT TO BE PROVIDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND C) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARD SHALL BE LIMITED TO ACTUAL OUT OF POCKET COSTS INCURRED, IF ANY, AND IN NO EVENT SHALL ENTRANT BE ENTITLED TO RECEIVE ATTORNEYS' FEES OR OTHER LEGAL COSTS OR EXPENSES.

SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

8. License and Publicity Release: EXCEPT WHERE PROHIBITED BY LAW, PARTICIPATION IN THE CONTEST CONSTITUTES EACH ENTRANT'S GRANT TO SPONSOR (WHICH GRANT SHALL BE CONFIRMED IN WRITING AS CONDITION OF WINNING THIS CONTEST), ITS PARENT, SUBSIDIARIES, AFFILIATES, RETAILERS, DISTRIBUTORS, ADVERTISING AND PROMOTION AGENCIES, SUPPLIERS, AND THOSE ACTING PURSUANT TO ITS AUTHORITY, THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB,

AT ANY TIME OR TIMES, ENTRANT'S NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS AND BIOGRAPHICAL INFORMATION (INCLUDING BUT NOT LIMITED TO HOMETOWN AND STATE) FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST, ON WEBSITES AND/OR SOCIAL MEDIA) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION.

BY SUBMITTING AN ENTRY, EACH ENTRANT AGREES THAT SUCH ENTRY, COMMUNICATIONS OR SUBMISSIONS, CREATIVE SUGGESTIONS, IDEAS, NOTES, CONCEPTS OR OTHER MATERIALS (COLLECTIVELY, THE "SUBMISSION") THAT ENTRANT MAY SUBMIT TO SPONSOR IN CONNECTION WITH THIS CONTEST, INCLUDING ALL RIGHTS EMBODIED THEREIN, WHETHER SENT VIA A WEBSITE, BY ELECTRONIC MAIL OR BY SOME OTHER MEANS, WITH THE EXCEPTION OF PERSONALLY IDENTIFIABLE INFORMATION AS DEFINED IN SPONSOR'S PRIVACY POLICY. AVAILABLE AT HTTPS://WWW.LUCKYLEAF.COM/PRIVACY-POLICY, SHALL BE DEEMED TO BE NON-CONFIDENTIAL, NON-PROPRIETARY INFORMATION AND SPONSOR SHALL HAVE NO OBLIGATION OF ANY KIND WITH RESPECT TO SUCH SUBMISSION AND SHALL BE FREE TO EDIT. EXPLOIT, MODIFY, PUBLISH, REPRODUCE, USE, DISCLOSE, DISSEMINATE AND DISTRIBUTE THE SUBMISSION TO OTHERS WITHOUT LIMITATION IN ANY AND ALL MEDIA NOW KNOWN OR NOT CURRENTLY KNOWN, THROUGHOUT THE WORLD IN PERPETUITY FOR ANY PURPOSE WITHOUT COMPENSATION, PERMISSION OR NOTIFICATION TO ENTRANT OR ANY THIRD PARTY. BY SUBMITTING AN ENTRY, ENTRANT HEREBY GRANTS SPONSOR A ROYALTY FREE, IRREVOCABLE, AND WORLDWIDE, IN PERPETUITY LICENSE TO USE THE SUBMISSION IN ANY FORM OR FORMAT AND TO MODIFY THE SAME FOR USE FOR ANY PURPOSE, AND ACKNOWLEDGES AND AGREES THAT IF SPONSOR DOES USE THE SUBMISSION ENTRANT SHALL NOT BE ENTITLED TO ANY CREDIT, CONSIDERATION, NOTICE OR PAYMENTS OF ANY KIND. ENTRANT WAIVES ANY MORAL RIGHTS HE OR SHE MAY HAVE TO THE SUBMISSION. ENTRANT FURTHER AGREES THAT IF SPONSOR ELECTS TO USE THE ENTRANT'S SUBMISSION, ENTRANT WILL EXECUTE ANY DOCUMENTS REQUESTED BY SPONSOR REGARDING THIS LICENSE OR ASSIGNMENT. IF ANY USE BY SPONSOR OF THE SUBMISSION CAUSES IT TO BE LIABLE TO ANY THIRD PARTY, ENTRANT AGREES TO INDEMNIFY SPONSOR AND ITS AGENTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES AND ALL RELATED PARTIES FROM AND AGAINST ANY AND ALL DAMAGES, COSTS, JUDGMENTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) WHICH IT INCURS AS A RESULT OF ITS USE OF THE SUBMISSION.

By accepting a prize, the winner agrees that its Entry will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then the winner irrevocably assigns and transfers to Sponsor all of his/her right, title and interest in and to his/her Entry, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Winner hereby waives in favor of Sponsor, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that winner may now or later have to his/her Entry. Further, Sponsor may request from winner, that the winner secure from any other individuals in the Photo and/or any photographer of the Photo an irrevocable assignment and transfer to Sponsor all of any right, title and interest in and to the winner's Entry, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. The individual(s) in the Photo or photographer may be required to waive in favor of Sponsor, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that the individual(s) in the Photo or photographer may now or later have in the Entry. Should Sponsor fail to request the assignment(s) as stated, that shall not be deemed a waiver of Sponsor's rights and Sponsor may at a later time request the assignment(s).

9. Nature of Relationship/Waiver of Equitable Relief: Each Entrant understands and acknowledges that Sponsor has wide access to ideas, designs, and other materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each Entrant also acknowledges that many ideas may be competitive with, similar or identical to the Submission and/or each other in theme, idea,

format or other respects. Each Entrant acknowledges and agrees that such Entrant will not be entitled to any compensation as a result of Sponsor's use of any such similar or identical material. Each Entrant acknowledges and agrees that the Sponsor does not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Submission. Finally, each Entrant acknowledges that, with respect to any claim by Entrant relating to or arising out of Sponsors actual or alleged exploitation or use of any Submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable Entrant will not be irreparable or otherwise sufficient to entitle such Entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Submission or any material based on or allegedly based on the Submission, and the Entrant's rights and remedies in any such event shall be strictly limited to the right to recover actual damages, if any, in an action at law.

- 10. Disputes/Choice of Law: You and the Sponsor waive all rights to trial in any action or proceeding instituted in connection with these Official Rules or the Contest. Any controversy or claim arising out of or relating to these Official Rules or the Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. 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 in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Pennsylvania in the United States, without giving effect to any choice of law or conflict of laws rules (whether of the State of Pennsylvania or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Pennsylvania. Any matters or proceedings which are not subject to arbitration as set forth herein and/or for entering any judgment on an arbitration award, shall take place in the State of Pennsylvania, in the City of Peach Glen.
- **11. Privacy/Use of Entrant's Information:** Information submitted in connection with the Contest will be treated in accordance with these Official Rules and Sponsor's Privacy Policy (as may be amended from time to time), currently located at https://www.luckyleaf.com/privacy-policy; provided that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail.
- **12. Winners List/Official Rules:** If you are selected as a winner, your information may be included in a publicly-available winner's list. The names of the winners (available after February 28, 2019) and/or a copy of these Official Rules may be obtained by mailing a self-addressed, stamped #10 envelope to: LUCKY LEAF THERE'S NO PLACE LIKE HOME Winners/Rules (please specify which), Donovan Advertising, 180 West Airport Rd, Lititz PA 17543. Requests must be received by March 31, 2019.
- **13. Sponsor/Administrator:** The Sponsor of this Contest is: Knouse Foods 800 Peach Glen Road Idaville Road, Peach Glen, PA 17375. The Administrator of this Contest is: Donovan Advertising, 180 West Airport Rd, Lititz, PA 17543

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