

NATURESWEET "PACK IN THE GOODNESS"
GIFT WITH PURCHASE
TERMS AND CONDITIONS

1. **PROMOTER.** The NATURESWEET "PACK IN THE GOODNESS" promotion gift with purchase ("Offer") is promoted by NATURESWEET® (the "Promoter"), whose address is 2338 North Loop 1604 W, San Antonio, TX 78248. It is marketed to visitors of NATURESWEET® retailers, while supplies last.
2. **THE GIFT.** The gift shall consist of one (1) lunch bag with one (1) three (3) pack of crayons (the "Gift") Approximate retail value ("ARV"): \$4.99. Any taxes, fees, and other related costs incurred in conjunction with redeeming the Gift are the sole responsibility of the recipient. Gifts are non-transferable, and may not be sold, auctioned or bartered by Participant and cannot be redeemed for cash. Gift cannot be exchanged or returned. The Promoter accepts no responsibility for any variation in Gift value. In the event of unavailability of any Gift, Promoter reserves the right to substitute the Gift offered with an item of equal or greater value. All Gift redemptions are final.
3. **HOW TO GET GIFT:** Between July 23, 2018 and September 15, 2018 (the "Purchase Period"), purchase any three (3) NATURESWEET® Products at a participating retailer. Then, follow the on-screen instructions to upload a photo(s) of your receipt(s) between 12:00:00 a.m. EST on July 23, 2018 and 9:00:00 a.m. EST on September 15, 2018 (the "Offer Period") as proof of purchase to www.naturesweet.com/promotions. Receipts appearing in the photo(s) must contain the itemized NATURESWEET® Products circled, and receipt date that is during the Purchase Period. All receipts must be uploaded in one submission. Limit one (1) Gift per household. Your Gift will be shipped to you within 6-8 weeks. Offer void where taxed, prohibited or restricted by law.
4. **PARTICIPATION.** By participating in this Promotion and accepting the Offer, the Participant agrees to these Terms and Conditions. This Offer is not available to clubs, organizations or groups. Offer cannot be combined with, and is not valid with, any other rebate, offer, discount, promotion or program.
5. **ELIGIBILITY OF PARTICIPANT.** This offer is open to legal U.S. residents residing in the 48 contiguous states & D.C. who are eighteen (18) years of age or older. Employees, officers, directors, representatives, members, trustees and agents of the Promoter, its affiliated companies and their immediate families and those living in their same household, whether or not related, are not eligible for the Offer.
6. **PROMOTER DISCRETION.** Promoter will determine Gift recipients in its sole discretion, subject to verification of eligibility and compliance with these Terms and Conditions and any Promotion-related materials. At its sole discretion, the Promoter may refuse to honor the Offer if it is believed that the Participant is abusing the program by returning merchandise used to obtain the Gift, or by any other means as determined by Promoter in its reasonable discretion. The Promoter reserves the right to report such fraudulent activities to the authorities and prosecute to the full extent of the Law. Failure of Promoter to enforce any provision of these Terms and Conditions shall not constitute the waiver of such provision.
7. **CANCELLATIONS AND MODIFICATION.** Offer and Promotion may be changed or terminated at any time and without notice unless notice is required by law.
8. **DISPUTES.** Any dispute, controversy or claim arising out of or relating to the Promotion or the Offer, or participation therein, or the use of any material, or these Terms and Conditions, shall be governed by the laws of the State of Texas, without regard to choice-of law rules or principles. Participants waive any right to claim ambiguity in these Terms and Conditions. The parties agree that all disputes arising out of or connected with these Terms and Conditions or the Offer will be resolved individually, and without resort to class action.
9. **INDEMNIFICATION.** By participating in the Offer, you agree to release and hold harmless Promoter, and its respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause action, including, but not limited to, personal injury, death, or damage to

or loss of property, arising, in whole or in part, directly or indirectly, out of participation in the Offer or receipt or use or misuse of any Gift.

10. **FORCE MAJEURE.** If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the control of the Released Parties (defined below), including but not limited to technical difficulties, unauthorized intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any claimant; or (b) to modify, suspend, terminate or cancel the Offer.
11. **LIABILITY.** The Promoter (including its respective officers, employees and agents) (collectively, the “Released Parties”) is not responsible for and excludes all liability to the greatest extent permitted by law, for any personal injury, or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, and whether or not arising from any person’s negligence, in connection with: (a) any technical difficulties or equipment malfunction (whether or not under the Released Parties control); (b) any theft, unauthorized access or third party interference or fraud; (c) any claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) the Offer; or (e) accepting or using any Gift.
12. **PRIVACY POLICY.** Any personally identifiable information collected during the Participant’s participation in the Offer will be collected by the Promoter or its agent and used by the Promoter, its affiliates, agents, and marketers for purposes of the proper administration of the Offer and fulfillment of the Offer as described in these Terms and Conditions and in accordance with Promoter’s Privacy Policy available at: <https://naturesweet.com/privacy-policy/>.
13. **INTERPRETATION.** In the event of any conflict with any Offer details contained in these Terms and Conditions and Offer details contained in Offer materials (including but not limited to point of sale, television, and print advertising, promotional packaging, and other promotion media), the details of the Offer as set forth in these Terms and Conditions shall prevail. The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision. In the event that any portion of any provision herein is determined to be invalid or otherwise unenforceable or illegal, such portion shall be severed from these Terms and Conditions, and the other provisions will remain in effect as if the invalid or illegal provision were not contained herein.
14. **DISCLAIMER OF WARRANTIES/LIMITATION OF LIABILITY: THE RELEASED PARTIES ARE NOT RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, ECONOMIC, EXEMPLARY, PUNITIVE OR OTHER DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY, DIRECTLY OR INDIRECTLY, TO REDEMPTION OF THE OFFER, EVEN IF FORESEEABLE OR EVEN IF THE RELEASED PARTIES BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**