

OFFICIAL RULES FOR NATURESWEET TOMATO-VATION 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 50 UNITED STATES AND D.C. 18 YEARS OF AGE OR OLDER WHO ENTER FROM WITHIN THE 50 UNITED STATES AND D.C. VOID OUTSIDE THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA, AND WHERE PROHIBITED. 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, WEBER-STEPHEN PRODUCTS LLC AND ITS SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "WEBER"), INSTAGRAM, FACEBOOK OR TWITTER.

1. Entry Period: The NATURESWEET TOMATO-VATION CONTEST (the "Contest") begins at 12:00:00 PM Eastern Time ("ET") on May 22, 2018 and ends at 11:59:59 AM ET on June 19, 2018 ("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 NatureSweet ("Sponsor"), Donovan Advertising ("Administrator") (collectively, the "Contest Parties"), and their respective parents, subsidiaries, representatives, contractors, consultants, mandatories, affiliated companies, franchisees, 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 enter or win a prize in this Contest. Entry into this Contest constitutes entrant's full and unconditional agreement to these Official Rules and 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:

Go to www.NatureSweet.com/promotions and follow the instructions to upload an original recipe in English and recipe photo showing us your Tomato-vation and submit it with your entry form. The photo that you submit must meet the requirements set forth below and must otherwise be compliant with all of the provisions of these Official Rules. You must provide all required information on the entry form to be eligible to enter, including without limitation first and last name, email address, and your agreement to provide a license to Sponsor to use your entry (as further described below). Once you have completed these steps, you will automatically be entered with one (1) entry into the Contest.

Entries received via any of the methods described above will be referenced herein as each 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 for the duration of the Contest Period, regardless of method of entry.** Entrants may not register with multiple e-mail addresses nor may Entrants use any other device or artifice to register multiple times or as multiple registrants. If multiple Entries are received in excess of the stated limitation from any person or household on any day during the Contest Period, only the first such Entry received from such person, household that day will be eligible for entry. Entries will not be acknowledged or returned. Online entrants must have a valid e-mail address. Those who do not follow all of the instructions, provide the required information in their registration form, or abide by these Official Rules or other instructions of Sponsor may be disqualified. Each online Entry submission must be manually key stroked and manually entered by the individual Entrant; automated and/or repetitive electronic submission of Entries (including but not limited to Entries made using any script, macro, bot or Contest service) may be disqualified. No mechanical reproductions or facsimiles of mail-in entries will be accepted and all such entries will be void. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply. 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 the 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;
- (l) contain third-party trademarks, logos, trade dress or insignia, except The NATURESWEET® materials (as defined below), including brand names of products;
- (m) advertise or promote any brand or product of any kind except the NATURESWEET® 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 any federal, state or local laws or ordinances; or
- (r) include or refer to any third parties, including but not limited to minors, celebrities 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, click jwelles@donovanadv.com if you wish to report it.

ENTRIES POSTED TO THE WEBSITE WERE NOT EDITED BY SPONSOR AND ARE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF THE SPONSOR IN ANY MANNER. 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 his or her Entry which fails to comply with the Contest entry requirements prior to any judging or voting 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 NATURESWEET® trademarks, logos, and trade dress (collectively, "The NATURESWEET® materials") for the sole purpose of creating an Entry and you may make no further use whatsoever of the Entry for any other purpose. In addition, you agree that all of the right, title, and interest in The NATURESWEET® 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 NATURESWEET® materials except for the limited license granted to you in these Official Rules is being transferred or created.

By entering, 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; (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 conclusion of 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: Determination of Winners will take place in two phases.

Phase:	Dates:
One: Judging	On or about June 20
Two: Public Voting	June 26-July 10

Phase One: On or about June 20, 2018, all eligible Entries received during the Contest Period will be judged based on the following criteria ("Judging Criteria") by a judge selected by Sponsor to determine the four semi-finalists for the Contest Period, subject to verification of eligibility and compliance with these Official Rules:

1. Creativity and Innovation of the Recipe (75%)
2. Quality of Photo (25%)

The four entries with the highest scores among all eligible Entries received during the Contest Period based on the Judging Criteria set forth above will be deemed the semi-finalists. In the event of a tie, an additional, "tie-breaking" judge will determine the winning Entry based on the Judging Criteria.

Second Phase: The four semi-finalists will then move on to a second phase. This second phase will be open to the public to vote for their favorite semi-finalists online at NatureSweet.com/promotions. The entry with the most votes at the end of the voting round will be deemed the potential grand prize winner, subject to verification of

eligibility and compliance with these Official Rules. In the event of a tie, an additional, "tie-breaking" judge will determine the winning Entry 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.

One (1) grand prize winner will be selected.

Verification of Potential Winners: 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: There is one (1) grand prize and three (3) semi-finalist prizes available to be won. The first (100) eligible entries will receive a Tomato-Vator T-Shirt.

Grand Prize: The grand prize consists of (1) one grilling experience for the winner and a guest at the Weber Grill Academy® at the Weber Grill Restaurant in St. Louis, MO (approximate retail value ("ARV"): \$2000); (2) travel and accommodations for winner and guest approximate (ARV: \$2000); (3) one Weber® Spirit®II E-210™ LP gas grill (ARV: \$399.00), and (4) one Weber® iGrill®3 wireless thermometer (ARV: \$99.99). Total ARV of the Grand Prize \$4498.99.

Prize includes round-trip, coach class air transportation for grand prize winner and guest from a major commercial airport in the contiguous 48 states near grand prize winner's home within the U.S. to St. Louis Lambert International Airport; one (1) double-occupancy standard hotel room for 2 nights/2 days; and one rental car voucher not to exceed \$100. Actual value of trip may vary based on point of departure and airfare fluctuations. Any difference between the stated approximate retail value and the actual value of the grand prize will not be awarded. All grand prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Meals, gratuities, luggage fees, incidental hotel charges and any other unspecified travel-related expenses are the sole responsibility of the grand prize winner. Travel guest accompanying grand prize winner must sign and return a release of liability/publicity prior to booking travel. Winner and travel guest must travel on same itinerary. Winner's travel guest must be at least twenty-one years of age at departure. Certain restrictions and black-out dates may apply. Trip must be completed by December 31, 2018. Prize may be forfeited if grand prize winner is unable to travel on during designated dates. Exact travel dates and arrangements are subject to availability. Winner and guest are solely responsible for having all necessary identification and/or travel documents (e.g. a valid U.S. driver's license or passport) required for travel.

Once travel guest is selected, he/she may not be substituted, except in Sponsor's sole and absolute discretion. Airline tickets are non-refundable and non-transferable and are not valid for upgrades and/or frequent flyer miles. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. IF in the judgment of Sponsor, air travel is not required due to grand prize winner's proximity to St. Louis, Missouri, ground transportation will be submitted for roundtrip air travel at Sponsor's sole and absolute discretion. The difference in value will not be awarded to the grand prize winner.

Sponsor shall not be responsible for any cancellations, delays, diversions, or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers, or any other persons providing any grand prize-related services or accommodations. Additional prize award details and travel information to be provided to the grand prize winner at the time of notification. Grand prize winner and guest are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Lost, stolen, or damaged airline tickets, travel vouchers, or certificates will not be replaced or exchanged.

Semi-Finalist Prizes: The three (3) semi-finalists will each receive: (1) one Weber® Q® 1200™ portable LP gas grill (ARV: \$199.00); (2) one Weber® iGrill® 2 wireless thermometer (ARV: \$99.99); (3) one Weber® Q® portable rolling cart (ARV: \$69.99). ARV of each semi-finalist prize is \$368.98.

Total ARV of all prizes combined is \$5605.93 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.

Winners acknowledge that the Contest Parties have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Any and all warranties and/or guarantees on a prize (if any) are subject to the respective manufacturers' terms therefore, and winners agree to look solely to such manufacturers for any such warranty and/or guarantee.

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. The winners may be required to provide Sponsor with a valid social security number or tax identification number before the prize will be awarded for tax reporting purposes. 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 for the duration of the Contest Period. 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 will 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 7/12/2018 by e-mail 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 an Affidavit of Eligibility and Publicity/Liability Release within five (5) 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 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 Affidavit of Eligibility and Publicity/Liability Release 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 randomly, 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 of Entrants. Unclaimed prizes will not be awarded.

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, WEBER, INSTAGRAM, FACEBOOK, TWITTER 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. Every Entry must be manually keystroked and manually entered by Entrant and repetitive automated electronic submission of Entries is specifically disallowed. Use of script, macro or automated entry software or programs or any other means that subvert the entry process is prohibited and all such Entries 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 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) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION. ENTRANTS AGREE THAT SPONSOR SHALL OWN THE ENTRIES, WHICH WILL NOT BE ACKNOWLEDGED OR RETURNED, AND THAT SPONSOR AND ITS DESIGNEES SHALL HAVE THE PERPETUAL, WORLDWIDE RIGHT TO EDIT, PUBLISH, AND USE THE ENTRIES IN ANY WAY AND IN ANY MEDIA FOR TRADE, ADVERTISING, PROMOTIONAL, AND/OR OTHER PURPOSES AS SPONSOR AND/OR ITS DESIGNEES MAY DETERMINE WITHOUT FURTHER CONSIDERATION TO ENTRANTS OR ANY THIRD PARTY.

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://NATURESWEET.COM/PRIVACY-POLICY](https://naturesweet.com/privacy-policy), SHALL BE DEEMED TO BE NON-CONFIDENTIAL, NON-PROPRIETARY 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, AND AGREES THAT IF SPONSOR ELECTS TO USE SUBMISSION FOR ANY PURPOSE, ALL RIGHTS UNDER COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS WHICH MAY RESULT FROM SPONSOR'S ELECTED USE OF THE ENTRANT'S SUBMISSION BY SPONSOR SHALL BE THE SOLE PROPERTY OF SPONSOR. 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.

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 Sponsor 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 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 Texas in the United States, without giving effect to any choice of law or conflict of laws rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.

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://naturesweet.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 July 25, 2018) and/or a copy of these Official Rules may be obtained by mailing a self-addressed, stamped #10 envelope to: NATURESWEET TOMATO-

VATION CONTEST - Winners/Rules (please specify which), Donovan Advertising, 180 West Airport Rd, Lititz PA 17543. Requests must be received by August 10, 2018.

13. Sponsor/Administrator: The Sponsor of this Contest is: NatureSweet, 2338 N Loop 1604 W #200 San Antonio, TX USA 78248. The Administrator of this Contest is: Donovan Advertising, 180 West Airport Rd, Lititz, PA 17543

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