

**Driscoll's A Berry Picnic Sweepstakes ("Sweepstakes")
OFFICIAL RULES**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES BY ENTRANTS WHO ARE 18 YEARS OF AGE OR OLDER AND OF THE LEGAL AGE OF MAJORITY IN THEIR STATE OF RESIDENCE AT THE TIME OF ENTRY (19 IN ALABAMA AND NEBRASKA). DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY. VOID WHERE PROHIBITED.

1. **ELIGIBILITY:** Open to legal residents of the fifty (50) United States and the District of Columbia (D.C.), who are at least 18 years of age and of the legal age of majority in their state of residence (19 in Alabama and Nebraska) at the time of entry. The following individuals are not eligible to enter or win a prize: employees, contractors, directors, and officers of Driscoll's ("Sponsor"), its parent, subsidiary and affiliated companies, and the web design, advertising, fulfillment, legal, judging, administrative, and sweepstakes agencies involved in the administration, development, fulfillment, and execution of this Sweepstakes (collectively, "Sweepstakes Parties"), and the immediate family members (spouse, parent, child, sibling, grandparent, and spouse or "step" of each) and those living in the same household of each such person (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of the Sweepstakes). Void where prohibited.
2. **SWEEPSTAKES PERIOD:** Sweepstakes begins on May 16, 2019 at 9:00:00 a.m. Pacific Time ("PT") and ends on August 29, 2019 at 3:00:00 p.m. PT (the "Sweepstakes Period"). The Website server is the official clock for this Sweepstakes.
3. **TO ENTER:** There are two (2) methods of entry for this Sweepstakes:

Via Website: During the Sweepstakes Period, go online to Driscoll's A Berry Picnic Sweepstakes page at www.driscolls.com/picnic-sweepstakes (the "Website") and follow these steps for one (1) entry into the Sweepstakes:

- I. Select one (1) of the following ten (10) recipes featured on the Website:
 - Blueberry Mint Lemonade
 - Berry Cheese Board
 - Strawberry Basil Salsa
 - Strawberry & Blueberry Watermelon Mint Salad
 - Inside-out PB&J Skewers Bento Box
 - Angel Food Strawberry Shortcake
 - Raspberry Meyer Lemon Squares
 - Berry Cheesecake Bars
 - Tiramisu Mixed Berry Trifle
 - Blackberry Cobbler
- II. Click on the recipe to find ingredients needed, instructions on how to make the recipe, and instructions on how to enter.
- III. Make the recipe. Use of Sponsor's product is required to enter.
- IV. Go back to the Website and click on "Reviews" on your recipe's page. Rate the recipe between 1 and 5 stars and write a detailed review of your experience in making the recipe ("Review"). Complete all fields and post the Review.

For your entry to be valid, you must complete all of the above steps. **Limit one (1) entry per recipe for a total of ten (10) entries during the Sweepstakes Period.** Important Notice: If you enter via your wireless device, standard data charges will apply. Please consult your data rate plan regarding pricing for data.

Via Mail-in Entry: During the Sweepstakes Period, hand-print the following information legibly on a postcard: Driscoll's A Berry Picnic Sweepstakes, your full name, full mailing address (no P.O. boxes), phone number, email address, and date of birth. **Mail your entry in an envelope with proper postage to:** Driscoll's A Berry Picnic Sweepstakes, P.O. Box 1381, South Bend, IN 46624-1381. **Limit one (1) mailed entry per postage-stamped envelope.** Entries must be postmarked by August 29, 2019 and received by September 5, 2019. Mail-in entries will be deemed to be submitted on the day they are postmarked. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, illegible, invalid, misdirected, mutilated, incomplete, or postage-

due mail/entries, which will be disqualified. Mail-in entries become property of Sponsor and will not be returned.

Limit ten (10) entries per person/household regardless of method of entry.

Automated means of entry are prohibited, and any use of automated devices will cause disqualification. Enter using only the email address registered in your name. An email address is required to enter. In the event of a dispute regarding the identity of the entrant, the natural person associated with the email account provided with the entry will be considered the entrant, provided such individual is otherwise eligible to enter. Entrants may not enter with multiple email accounts above the stated limit, nor may entrants use any other device or artifice to enter as multiple entrants. Any entrant who attempts to enter with multiple email accounts, or uses any device or artifice including robotic, repetitive, automatic, programmed or similar entry methods or agents to enter multiple times above the stated limit may be disqualified and required to forfeit the prize, in Sponsor's sole discretion. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. By participating, entrants agree to abide by and be bound by these Official Rules and the Sponsor's decisions.

Review Content: Reviews must not include any references to competitor brand names or labels, any third-party trademarks, names or third-party logos (except for Sponsor trademarks), or any copyrighted works owned by third parties, and must not otherwise infringe any third party's rights. Each Review must be suitable for display and publication in all forms of media, including but not limited to the internet, the World Wide Web, print, radio, and network, cable or satellite television broadcast. Accordingly, reviews must be dignified, modest and in good taste, may not be obscene or indecent, including but not limited to profanity, must not contain any offensive or defamatory statements/references including but not limited to words that might be considered offensive to individuals of any race, ethnicity, religion, orientation or socioeconomic group, must not include threats to any person, place, business, group or world peace, must not invade privacy, publicity, or other rights of any person, firm or entity, must not portray Sponsor or Sponsor's brands or products in any way that might tend to subject any of them to public contempt, scandal, disrepute or ridicule, and must not in any other way violate any applicable laws, rules or regulations. Sponsor reserves the right to make determinations of suitability in its sole and absolute discretion, and to disqualify any Reviews it determines to be inappropriate for any of the foregoing reasons or any other reason. Reviews containing prohibited material or inappropriate content or deemed to be in violation of these Official Rules or otherwise infringing, harmful, inappropriate, or defamatory, or generally not in keeping with the image of the Sponsor, as determined by the Sponsor in Sponsor's sole discretion, may be disqualified and will not be eligible to participate in the Sweepstakes.

Submission of a Review grants Sponsor and its agents the unconditional, irrevocable, worldwide right to publish, use, adapt, edit and/or modify the review in any way, in whole or in part, in any and all media, without limitation, and without further consideration to the entrant, whether or not such Review is selected as a winning entry. BY SUBMITTING A REVIEW, ENTRANT ACKNOWLEDGES THAT HIS/HER REVIEW MAY BE POSTED ON SPONSOR'S WEBSITES IN SPONSOR'S SOLE DISCRETION. By participating, entrants agree to abide by and be bound by these Official Rules.

Information submitted in connection with this Sweepstakes is governed by Sponsor's Privacy Policy, available at <https://www.driscolls.com/privacy-and-terms>.

- 4. DRAWING AND ODDS OF WINNING:** One (1) potential Grand Prize and two (2) potential First Prize winners will be selected in a random drawing on or about September 10, 2019, from among all eligible entries received. Odds of winning a prize depend on the number of eligible entries received. Drawing will be conducted by a third-party promotion administrator engaged by Sponsor. Sponsor's decisions shall be final and binding on all matters relating to the Sweepstakes.

5. PRIZES AND VALUES:

One (1) Grand Prize: Berries For a Year, awarded as a \$260 Driscoll's Visa® pre-paid gift card, and one (1) Mark & Graham Rolling Wicker Picnic Basket, ARV: \$299.00. Total ARV of Grand Prize: \$559.00.

Two (2) First Prizes: Berries For a Year, awarded as a \$260 Driscoll's Visa® pre-paid gift card.

Total of all Prizes in the Sweepstakes: \$1,079.00.

Prepaid cards are subject to the restrictions, terms and conditions set by the issuer. Visa and the Visa logo is a registered trademark of Visa U.S.A. Inc. Visa U.S.A. Inc. is not a Sponsor of or affiliated with this Sweepstakes.

- 6. PRIZE RESTRICTIONS:** Winners are solely responsible for any federal, state, and/or local taxes, if any, or any other costs, fees, or expenses, if any, on the prize they receive. Prizes are not transferable, and no substitution of prize is permitted except at the sole discretion of the Sponsor. If a prize cannot be awarded for any reason, Sponsor reserves the right in its sole discretion to substitute a prize with one of comparable or greater value. All costs and expenses associated with prize acceptance and use not specifically provided herein are the responsibility of the winner.

Each winner acknowledges that Sweepstakes 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 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 winner agrees to look solely to such manufacturers for any such warranty and/or guarantee.

- 7. WINNER NOTIFICATION AND PRIZE CLAIM:** Winners are subject to verification, including verification of age. The potential winners will be contacted on or about September 11, 2019 via email and will be required to respond within five (5) business days with the prize claim information requested. If a winner does not respond to a notification within five (5) business days of first notification attempt, prize may be forfeited, and an alternate potential winner may be contacted. The prizes will be shipped to the mailing addresses provided within 4 – 6 weeks after verification.

Prize may be forfeited and an alternate winner may be contacted if: (1) a prize notification or prize is unclaimed or returned as undeliverable; (2) if notification is not received in a timely manner for any reason including because of spam filters; (3) if any prize correspondence is not returned within the required time period; (4) or, if the potential winner declines the prize for any reason or is found to be ineligible or noncompliant with these Official Rules. Sponsor is not responsible for any change of mailing address, email address, and/or telephone number of entrants.

- 8. GENERAL CONDITIONS: INTERNET CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING CRIMINAL PROSECUTION.** If the Sweepstakes is not capable of running as planned for any reason, including without limitation, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsor reserves the right, at its sole discretion, to disqualify any individual who is responsible or who tampers with the entry process, and to cancel, modify, or terminate the Sweepstakes. In the event of cancellation, Sponsor will award the prize in a random drawing from among all eligible, non-suspect entries received prior to termination/cancellation.

- 9. LIMITATIONS OF LIABILITY AND RELEASE:** No liability or responsibility is assumed by Sponsor or Sweepstakes Parties (collectively, "Releasees") resulting from user's participation in, attempt to participate in, or download of any information in connection with participating in, the Sweepstakes. No responsibility or liability is assumed by the Releasees for technical problems or technical malfunction, including, without limitation, those arising in connection with any of the following occurrences that may affect the operation of the Sweepstakes: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless, or Internet connectivity, or other online communication problems; errors or limitations of any Internet service providers, servers, hosts, or providers; garbled, jumbled, or faulty data transmissions; failure of any email transmissions to be sent to or received; lost, late, delayed, or intercepted email transmissions; inaccessibility of the Website in whole or in part for any reason; traffic congestion on the Internet or the Website; or unauthorized human or non-human intervention in the operation of the Sweepstakes, including without limitation, unauthorized tampering, hacking, theft, virus, bug, worm; or destruction of any aspect of the Sweepstakes. Sponsor is not responsible for any typographical errors in the announcement of the prize or these Official Rules, or any inaccurate or incorrect data contained on promotional materials or on the Website. Use of any websites (including without limitation the Website) is at the user's own risk. Releasees are not responsible for any personal injury or property damage or any other losses of any kind that may be sustained to user's or any other person's computer equipment resulting from participation in the

Sweepstakes, use of the Website or the download of any information from the Website, or any other loss related to user's participation in the Sweepstakes or receipt of any prize. As a condition of entering, entrants agree to release and hold Releasees harmless from and against any and all liability, loss, or damage incurred with respect to entrant's participation in the Sweepstakes and the awarding, receipt, possession, and/or use or misuse of the prize.

10. **BINDING ARBITRATION:** Any controversy or claim arising out of or relating to the Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply California law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

BY PARTICIPATING IN THIS SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES (OTHER THAN ACTUAL OUT OF POCKET EXPENSES), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

11. **PUBLICITY:** Except in Tennessee, and where prohibited by law, by accepting the prize, winner grants permission for Sponsor and those acting under its authority to use his/her name, and address (city and state), photograph, voice and/or likeness, for advertising and/or publicity purposes, in any and all media (including posting on the Website) now known or hereinafter invented without territorial or time limitations and without further notice to and without additional compensation. If you are selected as the winner, your information may also be included in a publicly-available winner list.
12. **GOVERNING LAW & JURISDICTION:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed

in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 10 of these Official Rules and/or any judgment on an arbitration award shall be resolved exclusively in the federal, state and local courts located in Santa Cruz County, California. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.

13. **WINNER LIST:** For winner information, visit www.driscolls.com for up to 30 days after the end of the Sweepstakes Period.
14. **SPONSOR:** Driscoll's, 345 Westridge Drive, Watsonville, CA, U.S.A., 95076.