

## ST. BROCCOLI DAY | OFFICIAL RULES

**Introduction:** Foxy Produce ("Sponsor") is offering the Online Promotion ("Promotion"). **NO PURCHASE NECESSARY. A PURCHASE DOES NOT IMPROVE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.**

2. **Eligibility:** Entrant must be 18 years of age as of March 1, 2018 and a resident of the fifty (50) United States and the District of Columbia. Employees of Sponsors, the Sponsors' parents, subsidiaries, affiliated companies, and agents and the immediate family (defined as parents, spouse, children, siblings, grandparents) of each such employees, and all those with whom such employees are domiciled, are NOT eligible.

3. **Timing:** Promotion begins at 12:00:01 a.m. E.T. on Thursday, March 1, 2018 and ends at 11:59:59 p.m. E.T. on Sunday, March 18, 2018.

4. **How to Enter:** Visit <http://stbroccoli.foxy.com> and enter by completing the entry for at <http://stbroccoli.foxy.com/sweepstakes>. Entrants may also watch daily Instagram Stories for a chance to win each daily prize. More than one entry, per contest per day, from any person or e-mail address will void all entries from that person or e-mail address for that day.

5. **Drawing:** There will be 18 drawings (one (1) drawing per day for 18 days) and 18 total daily prize winners. There will be one drawing of the grand prize winner. Each entrant selected as a potential winner must comply with all terms and conditions set forth in these Official Rules, and winning is contingent upon fulfilling all such requirements. For each prize, a potential winner will be selected in a random drawing from all entries received on or before the weekly entry deadline. The drawing will be conducted by Sponsor, whose decisions are final and binding in all matters relating to the Promotion.

Odds of winning depend on the number of eligible entries received. Potential winners will be notified by e-mail or mail on or about the following schedule note above.

If a potential winner cannot be contacted within seven (7) days after the first attempt to contact such potential winner, an alternate entrant will be selected in his or her place at random from all entries received.

**6. Prizes:** The following prizes will be awarded: 18 – Foxy Prize Packs and one (1) Grand Prize of an Instant Pot® with an award-winning recipe cookbook, Rubbermaid® food storage containers and a Foxy apron - \$250 value.

Sponsors are not responsible for lost or mutilated prizes and none will be replaced. Prize is nontransferable and must be accepted as awarded. No cash or other substitution may be made, except by Sponsor in the event that the prize cannot be awarded for any reason, in which case, Sponsor will provide a prize of equal or greater value. All taxes, fees and surcharges on prizes are the sole responsibility of winner.

**7. Other Terms and Conditions:** Winners will each be required to sign and return an Affidavit of Eligibility, and where lawful, a Publicity Release, within fourteen (14) days of notification, failing which the potential winner will be disqualified and another winner selected in the place of the disqualified person at random from all entries received. If any prize or prize notification is returned as non-deliverable, the potential winner will be disqualified and another potential winner will be selected in the original potential winner's place. By accepting the prize, the winner agrees that the Sponsor and those acting under the Sponsor's authority may use winner's name for advertising and promotional purposes without further consideration, unless prohibited by law.

**BY ACCEPTING THE PRIZE, THE WINNER AGREES THAT THE SPONSOR, THEIR SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTION AGENCIES, AND ALL OF THE SPONSOR'S OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE HELD HARMLESS BY WINNER FOR ANY LIABILITY FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND TO PERSONS,**

**INCLUDING DEATH, AND PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE OR PARTICIPATION IN THIS PROMOTION OR PARTICIPATION IN ANY PROMOTION OR PRIZE RELATED ACTIVITY.**

Subject to all federal, state and local laws. Void where prohibited.

8. **Miscellaneous:** All entries become the sole property of Sponsor and none will be returned. In the event of a dispute, entries made by Internet will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The "authorized account holder" is deemed the natural person who is assigned to an e-mail address by an Internet access provider, service provider or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential winner may be requested to provide Sponsor with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning entry. If for any reason the Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, human error or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Promotion, Sponsor reserves the right in their sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Promotion. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsors are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsors on account of technical problems or traffic

congestion on the Internet or at any web site, any combination thereof, or otherwise, including any injury or damage to entrant's or any other person's computer related to or resulting from participation or downloading any materials in the Promotion. Sponsors are not responsible for late, lost, illegible, incomplete, stolen, or misdirected entries. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

9. **Use of Information:** The collection and use of entrant information will be governed by Sponsor's online privacy policy.

10. **Sponsor:** The Sponsor of this Promotion is Foxy Produce, whose address is PO Box 673; Salinas, CA 93902.