## Official Rules: Summer of Salads Contest

Sponsored by Pure Flavor®

## NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

- 1. **Promotion Period**: Summer of Salads: (collectively, the "Promotion") commences at 12:00:01 PM Eastern Time ("ET") on July 31<sup>st</sup>, 2023, and ends at 11:59:59 AM ET on August 18<sup>th</sup>, 2023(the "Promotion Period"). Weekly promotions will occur during the following periods: (July 31, 2023 August 6, 2023, August 7, 2023 August 13, 2023, and August 14, 2023 August 18, 2023). All entries must be received by 11:59:59 AM ET on the last day of the promotion periods (Aug 6, Aug 13, and Aug 18) to be considered for that promotional week. Entries submitted past the expiration of the Promotion Period will not be accepted and will be destroyed.
- 2. **Administrator**: The Promotion shall be administered by Pure Flavor®.
- 3. **Eligibility**: The Promotion is open only to legal residents of the fifty (50) United States, the District of Columbia, and Canada (excluding Puerto Rico, all other US territories, and Quebec) who are eighteen (18) years of age or older at the time of entry. Employees (and their immediate families (i.e., parents, spouse, children, siblings, grandparents, step-parents, step-children and step-siblings and their respective spouses, regardless of where they reside) and members of the same household, whether or not related) of PURE FLAVOR®, and each of their parents, affiliated companies, PURE FLAVOR®, subsidiaries, advertising and promotion agencies, and third party fulfillment or judging agencies (collectively, the "**Promotion Entities**") are not eligible to enter or win the Promotion.
- 4. How to Enter: To enter the Promotion, an entrant ("Entrant") must, via a standard web browser, visit the following website: <a href="https://www.pure-flavor.com/summer-of-salads/">https://www.pure-flavor.com/summer-of-salads/</a> the "Website") at any time during the Promotion Period and: (a) follow the on-screen instructions to register with Pure Flavor® by completing all required fields on the Website and electronically agreeing to the Official Rules. 11:59:59 AM ET must receive an entry on the last day of each promotional period. Limit one (1) access per person per survey. If more than one (1) entry per person/email address is received, only the first entry for each week's survey completed received will be eligible for and entered in the Promotion. Using robotic, repetitive, automatic, programmed, or similar entry methods or agents will void all entries associated with the applicable Entrant. In the event of a dispute over who submitted an entry, the authorized subscriber of the e-mail account provided in connection with the entry will be deemed the Entrant as of the actual time of entry. The "authorized account subscriber" is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, education, institution, etc.) that is responsible for

assigning e-mail addresses for the domain associated with the submitted e-mail address. All entries become the property of Pure Flavor®.

Each Entrant, by entering into the Promotion, agrees to abide by the terms of the Official Rules and the decisions of PURE FLAVOR® or its designated agent, which are final and legally binding in all respects. Should PURE FLAVOR® determine, in its sole discretion, that any Entrant has violated any of the provisions in the Official Rules, PURE FLAVOR® shall have no obligation to award a Prize to such Entrant. PURE FLAVOR® reserves the right, in its sole discretion, to disqualify any Entrant it finds violating these Official Rules or any federal or state law, rule, or regulation. PURE FLAVOR® reserves the right to disqualify such Entrant and seek damages and other remedies from any such Entrant to the fullest extent permitted by law.

**5. Prizes:** Multiple prizes can be won in the promotion, including three (3) \$50 Instacart gift cards. All values are dependent on residency. Two (2) Grand Prize Giveaway – Ultimate Summer Adventure Pack worth CAD \$560 (Yeti items: \$34 750 ml water bottle, \$350 Hard cooler, \$100 Lunch box, \$40 mug, \$35 JR water bottle) and Pure Flavor® goodie box of Pure Flavor® commodities valued at CAD \$100 and one (1) Instacart gift card valued at CAD \$100 will be won at the end of the promotion period (August 18 at 11:59 am, 2023).

The approximate retail value ("ARV") of ALL Prizes available to be won in the entire Promotion is \$910 (CAN)

Winners may not substitute, assign, or transfer Prizes or redeem Prizes for cash. Still, PURE FLAVOR® reserves the right, at its sole discretion, to replace a Prize (or any portion thereof) with one of comparable or greater value. Further, PURE FLAVOR® reserves the right to forfeit or award any unclaimed or leftover Prizes at its sole discretion. Additional restrictions may apply.

**Prize Drawing**: The potential \$50 Instacart eGift card prize winners will be selected in a random drawing to be held at 4:00:00PM after the promotional period ends (Aug 18) at the offices of Pure Flavor® from among all valid entries received during the Promotion Period. The potential Winners will be notified *via email within 48 hours after the draw*.

If a potential winner of a Prize either declines a Prize or does not respond to the possible prize notification within two (2) calendar days of such notice or is deemed ineligible to accept the Prize, an alternate potential winner(s) will be chosen in a subsequent random drawing to be held after the disqualification of the previous potential winner. All Prize awards are subject to verification eligibility as determined by PURE FLAVOR® in its sole discretion and strict compliance with these Official Rules.

The number of eligible entries received will determine the odds of winning a Prize. For example, if there are 5,000 eligible entries during the Promotion Period, the odds of winning will be 1:5,000; if there are 10,000 eligible entries during the Promotion Period, the odds of winning will be 1:10,000, and so on.

Limitation on Liability: Entrants assume all risk of loss, damage, destruction, 6. delay, or misdirection of materials/mail/e-mail submitted to PURE FLAVOR®. By entering, each Entrant agrees to abide by the Official Rules and the decisions of PURE FLAVOR®, which are final and legally binding in all respects. Each Entrant further agrees that Prizes are awarded upon the condition that the Entrants hold the Promotion Entities harmless from any injuries, losses, or damages of any kind to persons or property, including death, sustained, in whole or in part, directly or indirectly, in connection with or resulting from acceptance, possession or use/misuse of the Prizes, or participation in this Promotion or participation in or travel to any Promotion or Prize related activities. Entrants further acknowledge that the Promotion Entities have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, expressed or implied, in fact, or law, relative to any Prize. The Promotion Entities are not responsible for technical, hardware, software, or telephone failures of any kind, lost or unavailable network connections, fraud, incomplete, garbled, or delayed computer transmissions, lost or unreceived entries, whether caused by Promotion Entities, users, entrants or by any of the equipment or programming associated with or utilized in the Promotion or on the Website or by technical or human error which may occur and which may damage a user's system or limit an Entrant's ability to participate in the Promotion. CAUTION: ANY **ATTEMPT** 

BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF LAW. SHOULD AN ATTEMPT BE MADE, PURE FLAVOR® RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. If, for any reason, this Promotion is not capable of running as planned due to infection by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the PURE FLAVOR® that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion. At its sole discretion, the PURE FLAVOR® reserves the right to disqualify any individual who tampers with the entry process and cancel, terminate, modify, or suspend the Promotion or any element thereof. PURE FLAVOR® may conduct a random drawing to award the Prize using all eligible, non-suspect entries received as of the date of action requiring such termination.

- 7. **Use of Information**: By accepting the Prize, the Prize Winner consents to and gives PURE FLAVOR® and any other party authorized by PURE FLAVOR® the right to publish the Prize Winner's name, address (city, state, or province only) for publicity, advertising, trade, and promotional purposes in any media now known or hereafter discovered, worldwide, and on the world wide web without review, notification or approval, and additional compensation, in perpetuity, except where prohibited by law. You agree to subscribe to Pure Flavor® 's newsletter by providing your email.
- 8. **Taxes**: All income, sales, use, and other taxes (and the reporting thereof) imposed as a result of the award of the Prize and any additional fees or costs associated with the Prize are solely the Prize Winner's responsibility. The Prize Winner's responsible for understanding and abiding by any federal, state, province, local or foreign tax laws that

may apply to the receipt of a Prize. The Prize Winner may be required to complete certain tax information reporting forms before or upon receipt of a Prize.

9. **Governing Law**: By completing the act of entering the Promotion, each Entrant agrees that the laws of Ontario and CANADA shall govern the Promotion. All issues and questions concerning the construction, validity, interpretation, and enforceability of these

Official Rules shall be governed and constructed by the laws of Ontario, CANADA.

- 10. **Severability**: If any provision of these Official Rules is deemed invalid or unenforceable, the remaining provisions shall otherwise remain in effect and be construed by their terms as if the invalid or unenforceable provision was not contained herein.
- 11. **Amendment**: PURE FLAVOR® reserves the right to modify the Official Rules for clarification purposes without materially affecting the terms and conditions of the Promotion.
- 12. **Copy of Official Rules**: For a copy of the Official Rules, please send a stamped, self-addressed envelope to:

Love for Fresh: The Great Giveaway "Official Rules"

Pure Flavor® P.O. Box 607 Leamington, ON, N8H 3X4

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Winner's List: For a copy of the Winner's List, send a stamped, self-addressed envelope to:

Summer of Salads "Winner's List" Pure Flavor® P.O. Box 607

Leamington, ON, N8H 3X4

Complete Winner's List will be available after August 31, 2023 **SPONSOR**: Pure Flavor®, P.O. Box 607, Leamington, ON, N8H 3X4