

2017 Cranberry Friendsgiving Photo Contest Official Rules

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility

Cranberry Friendsgiving Photo Contest (the “Contest”) is open only to legal residents of the fifty (50) United States (and the District of Columbia) who are at least eighteen (18) years old at the time of entry. Void where prohibited. Proof of residency and age may be required. Employees and directors of Cranberry Marketing Committee, Wareham, MA; Pollock Communications and their members, subsidiaries, divisions, affiliates, and advertising or promotional agencies or individuals involved with the design, production, execution or distribution of the Contest and the immediate family and household members of such individuals, are not eligible to enter or win. “Immediate family members” shall mean parents, stepparents, children, stepchildren, siblings, stepsiblings, or spouses, regardless of where they live. “Household members” shall mean people who share the same residence at least three months a year, whether related or not. In order to enter the Contest or receive the prize, you must fully comply with the Official Rules and, by entering, you represent and warrant that you agree to be bound by these Official Rules and the decisions of the Sponsor, whose decisions shall be binding and final in all respects relating to this Contest.

2. Sponsor and Administrator

Sponsor: Cranberry Marketing Committee, Wareham, MA.

Administrator: Pollock Communications/Southern Made, P.O. Box 280267, Nashville, TN 37228.

3. Timing

Contest begins October 16, 2017 at 12:00 a.m. Eastern Time and ends December 18, 2017 at 11:59 p.m. Eastern Time (“Contest Entry Period”) Sponsor is the official timekeeper for this Contest. The Contest is governed by these Official Rules and is subject to all applicable federal, state, provincial and local laws.

4. How to Enter

During the Contest Entry Period 1) Visit www.cranberryfriendsgiving.com (the “Website”) and follow the provided instructions to complete the entry form, including but not limited to: full legal name, email address and state of residence 2) Upload a photo (the “Photo”) that shows cranberries at your Friendsgiving celebration and select one applicable category among Drink, Décor or Food. **Limit of one Photo per entry, but consumer may enter unlimited times.**

Following photo submission, consumers are encouraged, but not required to share their photo submission via social channels, email or other means in an effort to generate votes for their photo.

5. Photo Requirements

The Photo must comply with the following requirements: (i) the Photo may not feature any person other than entrant unless entrant has obtained all necessary permissions and releases from such persons prior to submission; (ii) the Photo must be entrant’s own original work (or the entrant must have the rights from the photographer to make the submission), created solely by entrant; must not have won any award; and must not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity; (iii) the Photo may not contain, mention, refer or otherwise allude to any material that is violent, lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, racially or morally offensive or otherwise contain inappropriate content or objectionable material; (iv) the Photo

cannot promote illegal drugs or tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any political agenda or message; (v) the Photo cannot in any manner defame, misrepresent, contain disparaging remarks or reflect negatively about Sponsor, its products, or other people, products or companies or their products, or in any way reflect negatively upon such parties or explicitly or implicitly communicate messages or images inconsistent with the positive images and/or goodwill with which Sponsor wishes to be associated, as determined by Sponsor in its sole discretion; (vi) the Photo cannot contain any personal identification, such as personal names, email addresses or street addresses, without expressed permission; (vii) the Photo cannot itself be in violation of any law; and (ix) the Photo must otherwise be in compliance with these Official Rules.

All submissions are reviewed for compliance with the official rules and all approved photos shall be compiled into an online voting gallery on the Website. Sponsor reserves the right at any time and in its sole discretion, to disqualify any Photo and remove photo from the voting gallery that the Sponsor or Administrator believes, in its sole discretion, does not comply with or is in violation of these Official Rules or that otherwise contains prohibited or inappropriate content. Any disqualified photo shall forfeit any earned votes and shall no longer be eligible for prize consideration.

6. Grant of Rights

By submitting a Photo, the entrant represents and warrants that he/she has all right, title and interest necessary to grant the Sponsor the worldwide, irrevocable and unrestricted right and license to adapt, publish, use, edit, and/or modify such Photo in any way and post the Photo on the internet or use the Photo in any other way and agrees to indemnify and hold Sponsor harmless from any claims to the contrary.

7. Representations and Warranties/Indemnification

Each person who enters this Contest represents and warrants as follows: (i) entrant has obtained any and all necessary permissions required to submit the Photo and for Sponsor's right to use the Photo for any purpose, including the consent of any identifiable third person(s) appearing in the Photo, and entrant can and will make written copies of such permissions available to Sponsor upon request; (ii) the Photo is owned by entrant and has not been previously published, distributed or otherwise exploited; (iii) the Photo is wholly original with entrant and, as of the date of submission, the Photo is not the subject of any actual or threatened litigation or claim; (iv) the Photo does not and will not violate or infringe upon the intellectual property rights or other rights of any other person or entity, including, but not limited to, rights of privacy and publicity; and (v) the Photo does not and will not violate any applicable laws, and is not and will not be considered defamatory or libelous. Each entrant hereby agrees to indemnify and hold the Sponsor, Administrator and their subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

8. Winner Determination

Photo judging will occur in two distinct phases, fan voting in Phase One and panel judging in Phase Two.

Phase One (1) Judging: Visitors to www.cranberryfriendsgiving.com during the Contest Entry Period will be able to vote for their favorite photos in each category Décor, Food and Drink.

After submitting a photo, you will be encouraged to share your entry with friends who are U.S. residents ages 18 or older. The public and any contest participants will be able to vote for their favorite submissions posted on the Website with a limit of once per calendar day per person or email address for a maximum of

eight (8) photos. Only one vote is allowed per photo per calendar day. Voters must be U.S. residents, age 18 or older to access the Website and will be required to register one (1) time during the Contest Period before being allowed to vote by providing a valid email address. If you share your entry with friends via your Facebook, Instagram, Pinterest or Twitter account, you must have a public account and sharing activity must comply with the Terms and Conditions posted at www.Facebook.com, www.Instagram.com, www.Pinterest.com and www.Twitter.com. Contestants are encouraged to use a specific set of keywords/hashtags provided by Sponsor when sharing. There is no fee to open an account. Sharing and voting information is being collected by Sponsor and not Facebook, Instagram, Pinterest or Twitter. Contestants may vote for their own Entries during the duration of the Contest Period.

At the conclusion of the Contest Entry Period, the top Thirty (30) vote-earning photos in each category and region shall advance as semi-finalists to Phase Two Judging.

Phase Two (2) Judging: A panel of qualified judges determined by Sponsor in its sole discretion will select from among the 30 semi-finalists per category, the one (1) best Photo for each category (food, drink, décor) and each region (see below) for a total of eight (8) winners from among the total of semi-finalists which advanced to phase two judging. Each food, drink and décor submission will automatically also be entered in a regional category based on entrant's state of residence. Winners will be selected based on an application of the following criteria:

- Cranberry Taste Appeal/Visual Appeal/Décor Attractiveness (25%);
- Originality (25%);
- Creativity (25%); and
- Social Media Value (25%)

The five regions include the following states: Northeast Region: CT, ME, MA, NH, RI, VT, NJ, NY, MD, DE and PA. Central Region: IL, IN, MI, OH, WI, IA, KS, MN, MO, NE, ND and SD. Southeast Region: DC, FL, GA, NC, SC, VA, WV, AL, KY, MS, TN, AR and LA. Southwest Region: NM, AZ, OK and TX. West Region: CO, ID, MT, NV, UT, WY, AK, CA, HI, OR and WA.

A photo may only win one category OR one region, but not both. If a photo is the top winner in either Food, Décor or Drink, that submission shall not be eligible to also win a regional category. Food, Drink and Décor category winners shall be judged and awarded first, then regional categories shall be judged and awarded.

In the event of any tie, the entrant whose Submission received the higher score in the Creativity category, as determined by the qualified judges in their sole discretion, will be selected from among the tied entrants as the potential prize winner. Odds of winning depend on the number of eligible entries received during the Contest Entry Period and the quality of the Photos.

On or about January 22, 2018, Sponsor or Administrator will contact potential winners via the email address provided during registration. Potential winners must follow the initial prize claim instructions within five (5) days and any subsequent claim instructions, or the prize will be forfeited in its entirety. Sponsor's decisions as to the administration and operation of the Contest and the selection of the potential winner are final and binding in all matters related to the Contest. Failure to respond to an initial notification within five (5) days will result in disqualification.

9. POTENTIAL CONTEST WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR AND/OR ADMINISTRATOR. SPONSOR AND ADMINISTRATOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ADMINISTRATION, OPERATION,

SELECTION OF THE WINNERS AND OTHER MATTERS RELATED TO THE CONTEST.

10. Verification of Potential Winner

Potential winner may be required to complete and return an Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law) (collectively, the "Affidavit") by the date specified by Sponsor, or an alternate potential winner may be selected. In the event: (a) potential winner cannot be reached for whatever reason after a reasonable effort has been exerted or the potential winner notification or Affidavit is returned as undeliverable; (b) potential winner declines or cannot accept, receive or use the prize for any reason; (c) of noncompliance with the above or within any of the aforesaid time periods, (d) potential winner is found to be ineligible to enter the Contest or receive the prize, (e) potential winner cannot or does not comply with the Official Rules, or (f) potential winner fails to fulfill the Affidavit-related obligations, the potential winner shall be disqualified from the Contest and an alternate potential winner may be selected, at Sponsor's sole discretion, from among the other eligible entries received. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of alternate potential winner, if any.

11. Prizes

Eight (8) prizes will be awarded. Each prize winner will receive five hundred dollars (\$500). Approximate retail value of each prize is \$500.00. Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the listed prize for one of equal or greater value for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. All federal, state, and local tax liabilities, as well as any other costs and expenses not specified herein as being awarded are the sole responsibility of the Winner. Winner may be required to complete and return an IRS W-9 form (i.e. Request for Taxpayer Identification Number and Certification). Prize will be awarded only if the potential Prize Winner fully complies with these Official Rules.

12. Entry Conditions and Release

Each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of Sponsor and Administrator which are binding and final in all matters relating to this Contest; (b) defend, indemnify, release and hold harmless the Sponsor, Administrator and their respective parent, subsidiary, and affiliated companies, celebrities, and any other person and organization responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Contest, acceptance, possession, attendance at, defect in, delivery of, inability to use, use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry. Winners acknowledge that all prizes are awarded as-is without warranty of any kind.

13. Publicity

Except where prohibited or restricted by law, winner's acceptance of prize constitutes the winner's agreement and consent for Sponsor and any of its designees to use and/or publish winner's full name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by winner regarding the Contest or Sponsor, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter

devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval.

14. General Conditions

Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors shall not have any obligation or responsibility, including any responsibility to award any prize to entrants, with regard to: (a) entries that contain inaccurate information or do not comply with or violate the Official Rules; (b) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) entrants who have committed fraud or deception in entering or participating in the Contest or claiming the prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the winner to accept the prize for any reason; (f) if a prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control; or (g) any damages, injuries or losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this Contest or any promotion or prize related activities. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (a) tampering with the entry process or the operation of the Contest, or with any Website promoting the Contest; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Contest with the same photo multiple times through the use of multiple email addresses or the use of any robotic or automated devices to submit entries. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Contest, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Contest, including the entire Contest, and/or modify the Contest and/or award the prize from all eligible entries received as of the termination date.

15. Limitations of Liability

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Contest; (d) technical or human error in the administration of the Contest or the processing of registrations; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. If for any reason an entrant's registration is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest. No more than the stated number of each prize will be awarded.

16. Disputes

Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate New York State Court located in New York County, New York; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (d) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. 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 New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

17. Entrant's Personal Information

The collection of entry registration information by Sponsor is subject to its privacy policy found at www.uscranberries.com/About/Privacy At the time of entry, contestants and public voters shall be given the opportunity to opt-in to receive further communications from the Sponsor. Contestants are not required to opt-in to participate in the Contest.

18. Contest Results

For the names of winners, send a self-addressed, stamped envelope (which must be postmarked on or before February 1, 2018) to: Winner List, "Cranberry Friendsgiving Photo Contest," Southern Made, P.O. Box 280267, Nashville, TN 37228.