

#GeorgiaWatermelon Summer Sweepstakes

Official Rules

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

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook or Twitter. Facebook and Twitter are not affiliated with Sponsor in any way.

1. Eligibility The '#GeorgiaWatermelon Summer Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States (including District of Columbia) who are at least eighteen (18) years old at the time of entry. Void where prohibited by law. Employees of Georgia Watermelon Association ("Sponsor") or any of its respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Sweepstakes and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor and Administrator: Sponsor: Georgia Watermelon Association, P.O. Box 1109 LaGrange, GA 30241. Administrator: FLM Harvest, 800 N. Washington Ave, Suite 203, Minneapolis, MN 55401.

3. Timing The Sweepstakes begins at 12:00 p.m. Central Time (CT) on May 14, 2018 and ends at 12:00 p.m. Central Time (CT) August 3, 2018 (the "Sweepstakes Period"). Sponsor's computer is the official time keeping device for this Sweepstakes.

4. How to Enter During the Sweepstakes Period, post photos to Facebook or Twitter featuring Georgia watermelons with the hashtag #GeorgiaWatermelon.

No limit on entries.

5. Winner Selection One (1) post will be chosen each Friday of the Sweepstakes Period (May 18, May 25, June 1, June 8, June 15, June 22, June 29, July 6, July 13, July 20, July 27, August 3) in a random drawing of all valid entries received. Twelve (12) winners total.

6. POTENTIAL SWEEPSTAKES WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR AND ADMINISTRATOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES.

7. Verification of Potential Winners Potential winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. The winner will be notified via direct message on Facebook or Twitter. Sponsor will confirm the winner's mailing address provided. If winner does not respond within 48 hours of the message, the entrant will be disqualified. The potential winner may be required to sign and return to Administrator, within ten (10) days of the date notice is sent, an affidavit of eligibility, and liability/publicity release (except where prohibited) in order to claim his/her prize if applicable. If a potential winner of any prize cannot be contacted, fails to sign and return the affidavit of eligibility and liability/publicity release within the required time period (if applicable), or if the prize or prize notification is returned as undeliverable, potential winner forfeits prize. Winner should allow up to two weeks after the Sweepstakes Period ends for the prize to arrive.

8. Prizes

Week of May 14: Watermelon Tap (ERV \$19)

Week of May 21: Pool Float (ERV \$20)

Week of May 28: Tote Bag (ERV \$13)

Week of June 4: Towel (ERV \$17.50)

Week of June 11: Watermelon Tap (ERV \$19)

Week of June 18: Pool Float (ERV \$20)

Week of June 25: Tote Bag (ERV \$13)

Week of July 2: Towel (ERV \$17.50)

Week of July 9: Swell Bottle (ERV \$25)

Week of July 16: Pool Float (ERV \$20)

Week of July 23: Towel (ERV \$17.50)

Week of July 30: Swell Bottle (ERV \$25)

No cash equivalent for the prize, 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 any 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. Odds of winning a prize depend on the number of eligible entries received during the Sweepstakes Period.

9. Entry Conditions and Release *By entering, each participant agrees to:* (a) comply with and be bound by these Official Rules and the decisions of the Sponsor, Administrator and/or the Sweepstakes judges which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless the Sponsor, Administrator, and their respective parent, subsidiary, and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, 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 Sweepstakes, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; (c) indemnify, defend and hold harmless the Sponsor and Administrator from and against any and all claims, expenses, and liabilities (including reasonable attorney’s fees) arising out of or relating to an entrant’s participation in the Sweepstakes and/or entrant’s acceptance, use or misuse of prize.

10. Publicity Except where prohibited, participation in the Sweepstakes constitutes winner’s consent to Sponsor’s and its agents’ use of winner’s name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

11. General Conditions Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor’s reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, 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. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. Limitations of Liability The Released Parties are not responsible for: (1) 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 Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (5) 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 Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes. No more than the stated number of prizes will be awarded.

13. Disputes Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate Georgia State Court; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (iv) 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 and Administrator in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules (whether of the State of Georgia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Georgia.

14. Sweepstakes Results For Sweepstakes results, send a hand-printed, self-addressed, stamped envelope to Georgia Watermelon Summer Sweepstakes – Winners List, c/o FLM Harvest, 800 N. Washington Ave, Suite 203, Minneapolis, MN 55401. Requests for the winner list must be received by August 30, 2018.