

# HOPE FOODS ONLINE SWEEPSTAKES GIVEAWAY

## OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. PROMOTION IS OPEN ONLY TO THOSE WHO ARE LEGAL RESIDENTS OF THE 50 UNITED STATES, AND THE DISTRICT OF COLUMBIA, AND IS AT LEAST 18 YEARS OLD AT THE TIME OF ENTRY. SWEEPSTAKES IS SUBJECT TO APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS. VOID WHERE PROHIBITED BY LAW.

**ELIGIBILITY:** The online sweepstakes giveaway (“Promotion”) is open only to those who are legal residents of the 50 United States, the District of Columbia and enter via our online form (“Event”). Employees of Hope Foods LLC. (“Sponsor”) and its subsidiaries and affiliates, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. This Promotion is subject to all applicable federal, state, and local laws and is void where prohibited by law. Sponsor reserves the right to verify eligibility qualifications of any winner.

**TIMING:** The Promotion will run until a predetermined amount of entries are reached (the “Promotion Period”). The Promotion Period is subject to change at Sponsor’s discretion if for any unforeseen reason the Promotion cannot be conducted as planned.

**HOW TO ENTER:** During the Promotion Period, entrants must text in to submit and complete their entry. Limit one entry per person. Participation in this Promotion 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 this Promotion.

**IMPROPER CONDUCT:** Sponsor, in its sole discretion, may disqualify any entrant from participation in this Promotion if entrant engages in any conduct Sponsor deems to be improper, unfair, acting in an unsportsmanlike or disruptive manner, or acting with intent to annoy, abuse, threaten or harass any other person or otherwise adverse to the operation of the Promotion.

**DRAWING DETAILS:** All eligible entries received during the Promotion Period will be included in a random drawing to determine Prize Winners after the end of the Promotion Period. Odds of winning are based on the number of eligible entries received. Drawings will be conducted by Sponsor, whose decisions will be final and binding in all matters relating to this Promotion. None of Sponsor, its subsidiaries or affiliates, or their respective directors, officers, employees, shareholders, agents, successors or assigns (collectively, the “Sponsor Parties”) will be responsible or liable for, any incorrect or inaccurate, late, misdirected, damaged, incomplete, illegible entry information, errors or failures of any kind, unauthorized human intervention, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, or other errors of any kind, whether human, which may occur in the processing of the entries. Proof of submission of the entry form (such as a picture of the completed entry form on a cell phone) does not constitute proof of receipt to serve as an eligible entry for this Promotion. If, for any reason, this Promotion is not capable of running as planned, an event occurs that corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Promotion, or this Promotion is not capable of being conducted as described in

these Official Rules, Sponsor will have the right, at its sole discretion, to cancel, terminate, modify or suspend this Promotion, and select the Prize Winners in a random drawing from entries already received, or as otherwise deemed fair and appropriate by Sponsor. Sponsor reserves the right to prosecute any fraudulent entries to the fullest extent of the law. The potential Prize Winners will be contacted by phone, mailing address, or by email. The Sponsor Parties are not responsible if a potential Prize Winner does not receive the winner notification forms or corresponding Prize because a fraudulent email address or other inaccurate contact information was provided on the official entry form or if the email sent to a potential Grand Prize Winner is misdirected or bounces back or is intercepted by SPAM or other email filters.

**PRIZES:** Prizes vary by month and quantity. Prize and amount of winners may be listed on the giveaway website. Most sweepstakes will have a single prize of 52 tubs of Hope Hummus, one for each week of the year, and this quantity will be called a "one year supply".

**PRIZE INFORMATION:** All taxes on prizes and other expenses related to accepting and/or using a prize are the sole responsibility of the winners. Please allow up to four (4) weeks for delivery of any Prizes. Potential Prize Winners will be required to execute and return an Affidavit of Eligibility, Publicity Release and Liability Waiver (except where prohibited) within ten (10) days after the date notice or attempted notice is sent. Failure to return timely any documents requested, prize notification returned as undeliverable, or non-compliance with these Official Rules will result in a potential Prize Winner being disqualified and an alternate being selected. Upon disqualification, no compensation will be given. If a potential Prize Winner is a minor under the law of his/her jurisdiction of residence at the time of entry, his or her respective parent or guardian may be required to execute the Affidavit of Eligibility, Publicity Release and Liability Waiver in order to accept the prize on behalf of the Prize Winner. Prizes must be accepted as awarded. Prizes pictured in promotional materials connected with this Promotion are for illustrative purposes only. Actual prizes may vary in appearance from the prizes pictured. In the event there is a discrepancy or inconsistency between statements contained in any Promotion-related materials, and terms and conditions stated in these Official Rules, these Official Rules will prevail, govern and control, and the discrepancy will be resolved in Sponsor's sole and absolute discretion. Prizes are non-transferable, non-assignable, not redeemable for cash, in whole or in part and will be awarded "as is" without any warranties, guarantees or representation of any kind, expressed or implied (including without limitation, any implied warranty of merchantability or fitness for a particular purpose). Sponsor, in its sole discretion, may substitute a prize of equal value or greater approximate value and comparable use for any reason.

**PUBLICITY:** Acceptance of a prize constitutes consent on behalf of the Prize Winner to use (except where prohibited by law) his/her name, voice, city/state of residence, photograph, visual and/or audio likeness for advertising and/or trade purposes, and for any other purpose in any media or format now or hereafter known without further compensation, permission or notification.

**CONDITIONS OF ENTRY:** Incomplete entries are void. Entries not complying these Official Rules are subject to disqualification. All entries become the property of Sponsor upon submission. By entering, entrants acknowledge compliance with these Official Rules, including all eligibility requirements. All entrants, as a condition of entry into this Promotion, agree to release the Sponsor Parties, from any and all claims or actions of any kind whatsoever for injuries, losses, expenses or other damages, whether actual, incidental or consequential, arising out of or relating to entrant's participation in this Promotion, or the receipt, use or misuse of the prize. The Sponsor Parties are not responsible for printing, human or other inadvertent errors in

these Official Rules, in Promotion materials or otherwise in the incorrect announcement of potential winner, offer or administration of this Promotion.

**PRIVACY POLICY:** All entry information submitted to Sponsor as part of this Promotion will be treated in accordance with Sponsor's privacy policy. Sponsor may further use the personal information to send you information about Sponsor or Sponsor's products unless you opt-out of receiving any of these materials. Sponsor will provide you with an opportunity to opt-out of receiving this information at any time after you first receive such information from Sponsor.

**DISPUTES:** This Promotion is subject solely to the applicable federal, state and local laws of the United States; provided, however, that, except where prohibited, entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state courts located in Colorado (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, and any and all rights to have damages multiplied or otherwise increased, other than for actual out-of-pocket expenses. 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 Promotion, shall be governed by, and construed in accordance with, the laws of the State of Colorado without giving effect to any choice of law or conflict of law rules (whether of the State of Colorado or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Colorado.

**OFFICIAL RULES:** These Official Rules will be posted at the Hope Foods booth for each Event.

**WINNERS' LIST:** For the names of the Prize Winners, send your request to: Hope Foods, LLC, 1850 Dogwood Street Louisville, CO 80027, ATTENTION: Online Sweepstakes

**SPONSOR:** Hope Foods, LLC, 1850 Dogwood Street Louisville, CO 80027.