

Envy™ November Sweepstakes

Official Rules

NO PURCHASE OR BUSINESS RELATIONSHIP REQUIRED TO ENTER OR WIN AND WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU HAVE NOT WON YET.

These Official Rules apply to the **Envy™ November Sweepstakes** (the “Sweepstakes”).

Sweepstakes Period: The Sweepstakes begins on November 4, 2023 at 12:00 a.m. Pacific Standard Time (“PST”) and ends on November 10, 2023 at 11:59 p.m. PST (the "Sweepstakes Period").

How to Enter the Sweepstakes: Enter by following Envy apples on Instagram @Envyapples, comment on the giveaway post, and tag a friend in your comment. Once you have completed these steps you will be automatically entered in the Sweepstakes.

Eligibility:

(A) General Requirements: The Sweepstakes is open to legal residents of the fifty (50) United States, the District of Columbia, and legal residents of Canada (excluding Quebec) who are at least eighteen (18) years old at the time of entry. Employees of Envy™, T&G Global Limited, their respective affiliates, or their respective successors-in-interest, advertising, public relations, accounting or legal firms, and the immediate family members or individuals living in the same household of such employees, are not eligible to enter the Sweepstakes or win any prize. For purposes of these eligibility rules, “immediate family members” means spouse, children, parents, parents of spouse, siblings, and spouse’s siblings. By entering the Sweepstakes, each entrant fully and unconditionally agrees to be bound by these Official Rules, and the decisions of Sponsor, which are final and binding in all matters related to the Sweepstakes.

(B) Additional Eligibility Requirements: Prior to being eligible to receive any Prize, an entrant who has been selected as a potential winner of the Sweepstakes must provide Sponsor with any information or certifications needed by Sponsor, in its sole judgment, for purposes relating to the Sweepstakes. Without limiting the foregoing, a person who has been selected as a potential winner of the Sweepstakes may be required to complete and sign (1) a Declaration of Eligibility, Liability and Publicity Release (except where prohibited), and (2) any other document Sponsor determines is required, necessary or appropriate, in its sole judgment, to confirm the winner’s eligibility and for tax reporting purposes.

Being eligible to participate in the Sweepstakes or receive a Prize is contingent upon compliance with these Official Rules. The Sweepstakes is subject to all applicable federal, state, territorial, municipal, and local laws and regulations. The Sweepstakes is void where prohibited.

Sponsor and Administrator: The Sweepstakes is sponsored by T&G Global Limited, located at 1995 W 190th St, Suite 100, Torrance, CA 90504 ("T&G Global Limited" or "Sponsor"). This Sweepstakes is in no way sponsored, endorsed, administrated by, or associated with Instagram.

Selection of Winner: Sponsor will randomly select the potential Sweepstakes winners by means of a random drawing from all eligible entries for the Sweepstakes on or around November 14, 2023. Persons entering the Sweepstakes by the Instagram method will be contacted via Direct Message on or around November 14, 2023. Each potential winner must provide Sponsor with identification and contact information so that Sponsor may verify the potential winner's eligibility and deliver the Prize. If a potential winner cannot or does not satisfy the foregoing condition or any of the conditions described in the "Eligibility" section above, an alternate potential winner will be selected in the same manner as the first potential winner was selected. The decisions of Sponsor as to the administration and operation of the Sweepstakes and the selection of potential and final winners are final and binding in all matters related to the Sweepstakes.

Verification of Potential Winners: Each potential winner is subject to verification of eligibility by Sponsor. An entrant is not a winner of any Prize, even if the entrant has been notified that his or her name has been selected in the random drawing, unless and until entrant's eligibility and identity have been verified and entrant has been notified that verification is complete.

The potential Sweepstakes winner may be required to sign and return a Declaration of Eligibility, Liability and Publicity Release and may be required to sign and return other documents requested by Sponsor, all of which must be received by Sponsor within five (5) days of the date notice or attempted notice is sent to the potential winner, in order to claim the Prize. At any time, if (i) Sponsor determines that a person who is selected as a potential winner is not eligible to participate in the Sweepstakes, or (ii) a person whose name is drawn refuses to accept the selection as a winner, or (iii) a person whose name is drawn cannot or does not complete the eligibility requirements described in "Additional Eligibility Requirements" above, including without limitation a failure to sign and return the Declaration of Eligibility, Liability and Publicity Release (when applicable) or provide any other requested information within the required time period, or (iv) a person cannot be contacted, or (v) a prize winner's prize is returned as undeliverable, then that person will be ineligible to win a prize. In the event that a potential winner is disqualified or ineligible for any reason, the potential winner will not receive any prize and Sponsor will award the prize to an alternate winner by random drawing from among all remaining

eligible entries. Only three (3) alternate drawings will be held for each winner, after which the Prize will remain un-awarded.

Prizes and Odds of Winning: Sponsor will award (1) total prize including an Envy Prize Pack for them and for a friend of the winner's choosing. Each Envy Prize pack contains one (1) Visa Gift Card in the amount of \$100.00, six (6) Envy™ apples valued at \$30.00, one (1) Envy™ Candle Stick Trio valued at \$40, one (1) Envy™ Cutting Board valued at \$40.00, one (1) Envy™ Tote valued at \$30.00, six (6) Envy™ Placemats valued at \$26.00, one (1) autographed Holiday Card valued at \$10.00, and one (1) autographed photo valued at \$10.00. Odds of winning a Prize depend on the number of eligible entries received during the Sweepstakes Period, and one Prize will be awarded. The winner is responsible for all taxes and fees associated with Prize receipt and/or use.

Additional Agreements/Waivers: By entering the Sweepstakes, each entrant agrees (a) to be bound by these Official Rules and to interpretation of these rules by Sponsor and (b) to release and hold harmless Envy™, Sponsor, their affiliates, and their respective successors-in-interest, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use or misuse of the Prize.

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 into the Sweepstakes is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry into the Sweepstakes, if possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

Publicity: Except as prohibited by law, participation in the Sweepstakes constitutes the winner's consent to use and publication by Envy™, Sponsor, and their respective agents, without further compensation, of the winner's name, photograph, likeness, voice, opinions, biographical information, and details of winning for advertising, promotional, or regulatory purposes in any media, worldwide, without further payment or consideration.

General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error, war, terrorism, major storms, pandemics, or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the Prize at random from among the eligible entries received up to the time of the impairment or to cancel the Sweepstakes entirely. 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 the Official Rules of this 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.

Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court located in California; (2) 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 (3) 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, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. 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 Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

14. Entrant's Personal Information: Information collected from entrants is subject to the privacy policy of Envy™ available [here](#).

15. Winner List: For a winner list, send a self-addressed, stamped envelope to the Sponsor at T&G Global Limited, One 5th Street, Suite 260, Wenatchee, WA 98801.