

ENVY™ Holidays Daily Giveaway

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™ Holidays Daily Giveaway** (the “Sweepstakes”).

Sweepstakes Period: There will be a Daily Giveaway at the ENVY™ Sampling Pop-Up located in the Kansas City Crown Center Square on 12 specific days beginning on Friday, November 29th and ending on Sunday, December 22nd (Sweepstakes Period).

Daily Giveaway entry begins at the event opening time and closes 15 minutes after the event closing time (Daily Giveaway Entry Period).

12 Specific Days to Include a Daily Giveaway

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| 1. Friday, November 29 th | 10:00am to 10:15pm Central Time |
| 2. Saturday, November 30 th | 10:00am to 10:15pm Central Time |
| 3. Sunday, December 1 st | 10:00am to 6:15pm Central Time |
| 4. Friday, December 6 th | 10:00am to 10:15pm Central Time |
| 5. Saturday, December 7 th | 10:00am to 10:15pm Central Time |
| 6. Sunday, December 8 th | 10:00am to 6:15pm Central Time |
| 7. Friday, December 13 th | 10:00am to 10:15pm Central Time |
| 8. Saturday, December 14 th | 10:00am to 10:15pm Central Time |
| 9. Sunday, December 15 th | 10:00am to 6:15pm Central Time |
| 10. Friday, December 20 th | 10:00am to 10:15pm Central Time |
| 11. Saturday, December 21 st | 10:00am to 10:15pm Central Time |
| 12. Sunday, December 22 nd | 10:00am to 6:15pm Central Time |

How to Enter the Sweepstakes: At the ENVY™ Sampling Pop-Up located in the Kansas City Crown Center Square, provide your email address and sign up for ENVY™ email newsletter. After providing your email address, you are automatically entered to win.

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™, EnzaFruit Products, 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 provide their shipping address in order for the prize to be shipped to them.

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 EnzaFruit Products, located at 1995 W 190th St, Suite 100, Torrance, CA 90504 ("EnzaFruit Products" 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 each Daily Giveaway during the Sweepstakes Period. Potential sweepstakes winners will be contacted via the email they provided to enter the giveaway within 48 hours of the close of each Daily Giveaway.

Each potential sweepstakes 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.

Sponsor will award the prize to an alternate winner by random drawing from among all remaining eligible entries. Only one (1) alternate drawings will be held for each winner, after which the Prize will remain un-awarded.

Prizes and Odds of Winning: Sponsor will award one (1) Daily Giveaway Prize, which includes one (1) Visa Gift Card in the amount of \$100.00, six (6) ENVY™ apples valued at \$30.00, one (1) marble cutting board valued at \$40.00, and one (1) knitted blanket valued at \$160.00. Odds of winning a Prize depend on the number of eligible entries received during the Daily Giveaway 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, the entity which owns and/or operates the venue in which the Sweepstakes is executed (i.e., Kansas City Crown Center Square), 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 EnzaFruit Products, One 5th Street, Suite 260, Wenatchee, WA 98801.