

Terms & Conditions

2018 That's Tasty Flavor Garden Sweepstakes

Start Date	April 1, 2018
End Date	July 31, 2018
Draw Date(s)	August 1, 2018
Location	USA
Prize	(2) prizes available to be won. Each prize is a \$250 VISA gift card.

THIS CONTEST IS VOID IN STATES AND COUNTRIES WHERE IT IS PROHIBITED.

There are two (2) prizes available to be won. Each prize is a \$250 VISA gift card.

You can enter by any of the following methods.

Share a photo to show how you enjoy your Microgreens:

Method 1 - Enter on Instagram: Get one (1) entry by posting your Photo/Video on Instagram and tagging @thatstastyorganic with the hashtag #thatstastyflavorgarden. Don't forget to set your messaging options to allow brands to message you, so that we can get in touch with you, if you win.

Method 2 - Enter on Facebook: Get one (1) entries by tweeting your Photo/Video on Twitter and tagging @ThatsTastyOrganic with the hashtag #thatstastyflavorgarden. Don't forget to set your messaging options to allow brands to message you, so that we can get in touch with you, if you win.

Method 3 - Enter by Mail: Get one (1) entry by writing a 250-word statement on why you like to try That's Tasty and mail it to the attention of That's Tasty (Flavor Garden Sweepstakes), 3156 North Valley Pike, Harrisonburg, VA 22802. Don't forget to provide us your name and contact information, so we know how to get back to you.

- Sweepstakes Rules -

These Rules (including the Cover Page and Sweepstakes Rules) govern the Sweepstakes noted on the Cover Page being conducted by That's Tasty (the "Sweepstakes"). By submitting a Sweepstakes entry, you acknowledge and signify that you have read, understood, and agreed to be bound by these Rules. If you do not agree with each provision of these Rules, you may not participate in the Sweepstakes. You may not submit an entry if you are under the age of majority in your jurisdiction.

1. The Sweepstakes

The Sweepstakes is conducted by Shenandoah Growers, Inc. (DBA "That's Tasty"), with offices at 3156 North Valley Pike, Harrisonburg, VA 22802.

The Sweepstakes will run from 9:00am (Pacific Time) on the Start Date to 11:59pm (Pacific Time) on the End Date.

2. How to Enter

You are not required to purchase or pay a fee in order to participate in the Sweepstakes.

To participate in the Sweepstakes, you must share photograph or video ("Photograph/Video") or send us a statement as provided in the Sweepstakes Submission Method(s).

Method of entry will determine the number of entries you are permitted. You may only enter once per social media channel.

The Photo/Video must be original and written/taken by you. The Photo/Video must not: have been previously submitted in any Sweepstakes or published anywhere; infringe the rights (including publicity or privacy rights) of any person or entity; contain any material that you do not have permission to use or own; and contain any content that is sexually explicit, obscene, indecent, violent, dangerous, illegal, defamatory, harmful, misleading or is otherwise objectionable; any personal or confidential information belonging to any other person; or any hate speech intended to stereotype a particular gender, sexual orientation, race or religion.

Without limiting the foregoing, you must have, and are solely responsible to have, obtained all rights and permissions to use, and you must own the rights to, all of the content in the Photo/Video, including releases by any person who appears in or is identifiable in the Photo/Video.

Entries that are fraudulent, untruthful, misleading, or incomplete are not permitted, and will be declared invalid.

That's Tasty reserves the right to disqualify any entry that does not comply with these Rules or that That's Tasty deems inappropriate for any reason in its discretion.

That's Tasty may remove your Photo/Video from social media or its Website if That's Tasty in its discretion determines that the Photo/Video violates these Rules. Upon request by That's Tasty, you will immediately remove your Photo/Video from your social media account.

Entries will not be acknowledged by That's Tasty. That's Tasty is not required to engage in correspondence regarding the Sweepstakes with any person other than a selected entrant or winner.

3. Eligibility

Minors (those under 18) are not eligible to enter.

To be eligible for the Sweepstakes, you must be a resident of the Location.

The Sweepstakes is not open to directors, officers, employees of Shenandoah Growers, Inc., advertising or promotion agencies, representatives or agents (collectively, the "Group"), or a member of the immediate family of, or a person living in the same household as, anyone belonging to the Group. For the purpose of this Sweepstakes, "immediate family" means spouse, mother, father, brother, sister, son and daughter, whether or not they reside in the same household.

To be eligible, an entry must be received by That's Tasty by no later than 11:59 p.m. (Pacific Time) on the Sweepstakes End Date.

4. The Prize(s)

The Prize(s) are available to be won. One Prize per selected entrant.

The Prize(s) do not include any other fees, charges or benefits, such as taxes, all of which are the winner's sole responsibility. The Prize(s) are not transferable and will be awarded to the confirmed winner only. The Prize(s) are not convertible to cash and must be accepted as awarded. That's Tasty reserves the right to substitute prize(s) of equal or greater value. Use of the Prize(s) are subject to any of the Prize(s)' applicable terms and conditions.

The Prize(s) will be delivered to each winner by mail at the address provided by the winner by That's Tasty. Risk of loss and damage to the Prize(s) will pass from That's Tasty (as applicable) to the winner at the time of delivery.

5. How to Win

The Prize winner(s) will be the first entrant, second entrant, third entrant etc. (as applicable based upon the number of prizes available to be won) whose name is selected at random from the eligible entries and who complies with these Rules.

A random draw will be made in Harrisonburg, Virginia, USA on or about the Draw Date from all eligible entries. Following the draw, That's Tasty will send a notice (the "Notice") to the first entrant, second entrant, third entrant etc. (as applicable) whose entry is selected in the draw through the applicable account that was used by the selected entrant to enter the Sweepstakes or by email. That's Tasty is not obligated to contact or send the Notice to the selected entrant by any other method.

A selected entrant must follow the instructions on the Notice (including providing a telephone number for administering the skill-testing question; a postal address for prize delivery; a declaration of compliance with these Rules, a certificate accepting the Prize as awarded, a release of That's Tasty and its directors, officers, employees, agents and representatives from any and all liabilities in connection with the Sweepstakes and the Prize, a consent to the use of the selected entrant's Photo/Video and any other related information for advertising and promotional purposes worldwide without any further compensation) and respond to That's Tasty within five (5) calendar days after the date on which the Notice is sent by That's Tasty.

To win the Prize, the selected entrant must correctly answer, without assistance of any kind, a time-limited, mathematical, skill-testing question administered by That's Tasty during a pre-arranged, mutually convenient telephone call.

Return of a Notice as undeliverable, or the selected entrant's failure to comply with these Rules, may result in a forfeiture of the Prize and another entrant will be selected by random draw in accordance with these Rules.

The odds of winning depend upon the total number of eligible entries received. The maximum number of entries is based on the number of social media channels used to share by the participating influencers in the campaign.

6. Other Matters

That's Tasty is not responsible or liable for: erroneous, late, incomplete, or misdirected Sweepstakes entries, regardless of the cause; failure for any reason whatsoever of a selected entrant to receive a Notice; computer, communication, or technical malfunctions or errors that may occur, regardless of the cause; and any damage, loss, harm, injury, cost or expense arising from, connected with, or relating to the Sweepstakes or the Prize, regardless of the cause or any fault by That's Tasty or any person for whom they are responsible, and notwithstanding that any of those persons may have been advised of the possibility of the loss or damage being incurred.

You hereby release, remise and forever discharge That's Tasty and the Group from any and all claims, counterclaims, complaints, demands, causes of action, liabilities, and obligations of any nature or kind, whatsoever and howsoever arising, whether known or unknown, whether in law or in equity or pursuant to contract or statute in any way connected with, or which arise directly or indirectly from or relate to this Sweepstakes and the Prize.

That's Tasty reserves the right to withdraw, cancel, terminate, modify or suspend all or any part of the Sweepstakes for any reason, including if That's Tasty in its discretion determines that for any reason the Sweepstakes is not capable of being conducted as planned or intended by That's Tasty, by publishing a notice on our Website or on the applicable social media channel. Failure by That's Tasty to enforce any term of these Rules will not constitute a waiver of that provision.

WARNING: ANY ATTEMPT TO INTERFERE WITH THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND THAT'S TASTY RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER RELIEF FROM ALL RESPONSIBLE PERSONS TO THE FULLEST EXTENT PERMITTED BY LAW.

The Sweepstakes Rules are governed solely by the laws of Virginia, USA and applicable Federal Law, excluding conflict of law rules. Except where prohibited, any dispute between That's Tasty and you or any other person arising from, connected with or relating to the Sweepstakes, the submission of entries to the Sweepstakes, participation in the Sweepstakes, the Prize, the Sweepstakes Review/Photo/Video, the use or misuse of personal information provided in connection with the Sweepstakes, or any related matters ("Disputes") must be resolved before the courts of jurisdiction in the City of Harrisonburg, VA USA, and you hereby irrevocably submit and attorn to the original and exclusive jurisdiction of those

courts in respect of all Disputes. Proceedings regarding a Dispute must be commenced within one (1) year after the Dispute arose, after which time any and all proceedings regarding the Dispute are barred.

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Decisions of That's Tasty regarding any and all aspects of the Sweepstakes are final and binding on all entrants.

Your participation in the Sweepstakes constitutes irrevocable acceptance of and agreement to all of these Rules.

7. SOCIAL MEDIA DISCLAIMER/RELEASE

YOU ACKNOWLEDGE THAT THE CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK, TWITTER, INSTAGRAM, PINTEREST, GOOGLE+, TUMBLR, PERSONAL BLOGS, AND YOUTUBE.

YOU HEREBY RELEASE, REMISE AND FOREVER DISCHARGE FACEBOOK, TWITTER, INSTAGRAM, PINTEREST, GOOGLE+, TUMBLR, PERSONAL BLOGS, AND YOUTUBE, FROM ANY AND ALL CLAIMS, COUNTERCLAIMS, COMPLAINTS, DEMANDS, CAUSES OF ACTION, LIABILITIES, AND OBLIGATIONS OF ANY NATURE OR KIND, WHATSOEVER AND HOWSOEVER ARISING, WHETHER KNOWN OR UNKNOWN, WHETHER IN LAW OR IN EQUITY OR PURSUANT TO CONTRACT OR STATUTE IN ANY WAY CONNECTED WITH, OR WHICH ARISE DIRECTLY OR INDIRECTLY FROM OR RELATE TO THIS CONTEST.

8. Consent to Personal Information Use and Disclosure

By entering the Sweepstakes, you consent to That's Tasty's collection, use and disclosure of your personal information for the administration of the Sweepstakes and for That's Tasty to correspond with you, in That's Tasty's discretion, on promotions or offers in relation to your Sweepstakes entry.

9. That's Tasty's Liability.

That's Tasty makes no representations about the accuracy, reliability, completeness, or timeliness of any profile or submitted content. In addition, note that there are risks, including, but not limited to, the risk of physical harm, of dealing with strangers, foreign nationals, underage persons or people acting under false pretenses. You assume all risks associated with dealing with other persons with whom you come in contact through this Sweepstakes. By its very nature, other people's information may be offensive, harmful or inaccurate, and in some cases will be mislabeled or deceptively labeled. We expect that you will use caution and common sense when participating in this Sweepstakes.

Because participant authentication on the Internet is difficult, That's Tasty cannot and does not confirm that each person is who they claim to be. Because we do not and cannot be involved in or control the behavior of participants in this Sweepstakes. **YOU RELEASE THAT'S TASTY (AND OUR AGENTS AND EMPLOYEES) FROM**

CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL, DIRECT AND INDIRECT) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS CONTEST..

10. Disclaimer of Consequential Damages.

IN NO EVENT SHALL THAT'S TASTY, ITS CLIENTS, SUPPLIERS, OR ANY THIRD PARTIES MENTIONED ON ANY THAT'S TASTYSITE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO PARTICIPATE IN THIS CONTEST WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THAT'S TASTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Limitation of Liability.

That's Tasty and its respective parent companies, subsidiaries, affiliates, directors, officers, members, managers, employees, and agents shall not be liable for any damages, special, consequential, or otherwise, arising out of, or in any way connected with your participation in the Sweepstakes or any merchandise or services obtained by you through this Sweepstakes.

12. Want to know who won?

To obtain the name of the winner(s) or a copy of these Rules, send a self-addressed stamped envelope to the attention of That's Tasty Flavor Garden Sweepstakes, 3156 North Valley Pike, Harrisonburg, VA 22802. Requests must be received within four (4) weeks of the End Date.