

EAT SMART SWEEPSTAKES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. SWEEPSTAKES DESCRIPTION:** The Eat Smart Sweepstakes (the "Sweepstakes") begins on October 1, 2015 at 12:01 a.m. Pacific Standard Time ("PST") and ends on November 30, 2015 at 11:59 p.m. PST (the "Sweepstakes Period"). Entry in the Sweepstakes does not constitute entry into any other promotion, contest, or sweepstakes. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to opt in to receive Eat Smart promotional materials and comply with and abide by these Official Rules and the decisions of Apio, Inc., P.O. Box 727, Guadalupe, CA 93434 ("Sponsor"), which shall be final and binding in all respects.
- 2. ELIGIBILITY:** The promotion is open only to legal residents of the fifty (50) United States, Washington D.C., and Canada (excluding Quebec) who are eighteen (18) years and older. Employees, agents, successors, and assignees of Sponsor and each of their parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising agencies, and promotional companies involved in this Sweepstakes (collectively, the "Sweepstakes Entities"), as well as family and household members of same, shall be ineligible to participate in the Sweepstakes and shall be ineligible for any prize awarded herein. By participating, you agree to these Official Rules and to the decisions of the Sponsor which are final and binding in all respects.
- 3. HOW TO ENTER THE SWEEPSTAKES:** During the Sweepstakes Period, go to www.EatSmartSweepstakes.com (the "Website") and follow the on-screen instructions to provide your first and last name, email address, and postal/zip code along with acceptance of these official rules and opt-in for additional marketing materials to receive one (1) Wheel Spin Game Play. Each Wheel Spin Game Play includes an entry into the Grand Prize sweepstakes and the opportunity to instantly win a Secondary Prize. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute over the identity of a participant, registration will be deemed completed by the authorized account holder of the email address submitted at time of registration, as long as that person is eligible under these Official Rules. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

All required information on the registration form must be completed to enter and to be eligible to win. Incomplete entries will be disqualified. Proof of entering information through the registration form is not considered proof of delivery to or receipt by Sponsor of such entry.

PLAY/ENTRY LIMIT: one (1) entry per person and per email address per day. Data submitted by participants in connection with this Sweepstakes will be used to administer this Sweepstakes and will be collected and handled in accordance with Sponsor's Privacy Policy available at www.eatsmart.net.

- 4. WINNER NOTIFICATION:** The potential Grand Prize sweepstakes winner will be randomly selected in a drawing to take place on or about November 30, 2015, from among all eligible entries. One (1) Secondary Prize instant winner will be randomly selected each week of the Promotional Period. There will be a total of eight (8) Secondary Prize instant winners during the Promotional Period.

Potential winners will be notified by email within forty eight (48) hours of the drawing date. Potential winners will have seven (7) days within which to respond to the prize notification email, or his/her entry will be disqualified, his/her prize forfeited, and an alternate potential winner will be selected. If the potential winner cannot be reached after a reasonable effort has been exerted, if he/she is found to be ineligible, if he/she cannot or does not comply with these Official Rules, or if his/her prize or prize notification is returned as undeliverable, the potential winner will be disqualified and an alternate potential winner will be selected at Sponsor's sole discretion. Sponsor, in its sole discretion, will attempt to contact up to three (3) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed.

- 5. PRIZES AND ODDS:** One (1) \$5,000 Grand Prize is available. The Grand Prize will be awarded at the conclusion of the Promotional Period from among eligible entries.

Eight (8) \$250 Secondary Prizes are available. These Secondary Prizes will be randomly awarded as instant win prizes during the Promotional Period.

All other prize details are determined by Sponsor. All expenses, taxes, and fees associated with a prize are the responsibility solely of its winner. Sponsor reserves the right, at its sole discretion, to substitute any prize with one of equal or greater value, should a prize offered become unavailable for any reason, but no other substitution or transfer of a prize is permitted. Sponsor is responsible only for delivery of prizes and is not responsible for any prize's utility or otherwise. Odds of winning a prize depend on the number of eligible entries received. Total ARV of all Prizes: \$7,000.

- 6. VERIFICATION OF WINNERS AND DELIVERY OF PRIZES:** Potential winners may be required to sign and return an Affidavit of Eligibility and Publicity/Liability Release ("Affidavit/Release"), within ten (10) days of first attempted notification. The information in winner's Affidavit of Eligibility must be correct or potential winner will be disqualified. If any potential winner is ineligible, fails to claim a prize in accordance with these Official Rules or fails to return the completed and executed Affidavit/Release as required, or if the prize or prize notification is returned as undeliverable, prize will be forfeited and an alternate winner will be selected. Prizes will be shipped 2 to 3 weeks after winners have

been confirmed. By participating, a winner, except where prohibited by law, grants Sponsor, Sponsor's designee and their affiliated companies, the right to use the winner's name, likeness, picture, portrait, hometown, voice, biographical information, and written or oral statements, for advertising and promotional purposes without additional compensation.

- 7. GENERAL:** This Sweepstakes is void where prohibited or restricted by law and is subject to all applicable federal, state, and local laws and regulations. This Sweepstakes is governed by the internal laws of the State of California. Any and all legal actions or claims arising in connection with this Sweepstakes must be brought in a court of competent jurisdiction within the United States. All entries become the exclusive property of Sponsor and will not be returned. Sweepstakes Entities are not responsible for: late, lost, stolen, damaged, garbled, incomplete, or misdirected entries; errors, omissions, interruptions, deletions, defects or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of hardware, software, communication devices or transmission lines; or data corruption, theft, destruction, unauthorized access to or alteration of materials, loss or otherwise. Further, Sweepstakes Entities are not responsible for communications which are undeliverable as a result of any form of active or passive filtering of any kind or any participant's inability to receive telephone calls, text messages or emails for any reason. The use of automated software applications to enter this Sweepstakes is prohibited and any individual who uses, attempts to use, or is suspected of using such software to enter will be disqualified. Sponsor reserves the right to restrict registrations and/or entries from any IP address, telephone number, and/or email address if suspicious activity is suspected or detected. Sweepstakes Entities disclaim any liability for damage to any computer, mobile device, or other hardware resulting from participation in, or accessing or downloading information in connection with this Sweepstakes and reserves the right, at its sole discretion, to modify, cancel, terminate or suspend this Sweepstakes if the administration, security, fairness, integrity, or proper conduct of this Sweepstakes is affected. In the event of any such cancellation, termination, or suspension, a notice will be posted on the Website and a random drawing to award any remaining prizes may be held from among all eligible, non-suspect entries received prior to such time. Sponsor reserves the right, at its sole discretion, to disqualify any participant (and all of his/her entries) from this Sweepstakes or any other promotion conducted now or in the future by Sponsor or any of its affiliates if his/her tampering, fraud, or misconduct affects the integrity of this Sweepstakes. Sponsor reserves the right to correct errors in promotional materials. By participating in this Sweepstakes, each participant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of the Sponsor and Sweepstakes Administrator and warrants that he/she is eligible to participate in this Sweepstakes. By entering, each participant agrees to release the Sweepstakes Entities from any and all liability, loss, or damages arising from, or in connection with, participation in this Sweepstakes, the awarding, receipt, use or misuse of a prize, or participation in any prize-related activity. **CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF**

CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR RESERVES THE RIGHT TO SEEK ANY AND ALL DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

- 8. WINNERS' NAMES:** Any legally required winners' list may be obtained by sending a self-addressed, stamped envelope to: Eat Smart Sweepstakes Winners, c/o SCA Promotions, 3030 Lyndon B. Johnson Freeway, Suite 300, Dallas, Texas 75234. All such requests must be received within six (6) weeks after the end of the Sweepstakes Period.
- 9. SPONSOR:** Apio, Inc., P.O. Box 727, Guadalupe, CA 93434.