

Farm Rich® “SMS Super VIP Giveaway 2022”

Official Contest Rules

1. NO PURCHASE NECESSARY, VOID WHERE PROHIBITED. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. A purchase or payment will not increase your chances of winning. By entering The Farm Rich® SMS Super VIP Giveaway 2022 (the “Contest”) Participant agrees to fully and unconditionally accept and to be bound by these Official Rules. The Contest is sponsored by Farm Rich and Rich Products Corporation, 1 Robert Rich Way, Buffalo, NY 14213 (collectively, the “Sponsor”). The prizes are provided by Scout Marketing (the “Agency”) on behalf of Sponsor.
2. Eligibility. The Contest is open to legal US residents excluding Puerto Rico who are at least eighteen (18) years old at the time of entry and have an Internet connection. The Contest is not open to employees, independent contractors, officers and directors of Sponsor and Agency and each of their respective parents, affiliates, subsidiaries, advertising, promotion and fulfillment agencies, and legal advisors and the immediate family members and persons living in the same household of such persons.
3. Contest Period. The Contest begins at 7:00 a.m. (E.D.T.) on August 8, 2022 and ends 11:59p.m. (E.D.T.) on December 31st, 2022 (the “Contest Period”). To be eligible, online entries must be received by 11:59 p.m. (E.D.T.) on December 31, 2022. Sponsor’s computer is the official time-keeping device for this Contest.
4. How to Enter. To enter the Contest, visit FarmRich.com and sign up to be a “Super VIP” via the pop-up interstitial form by entering your email and phone number and therefore opting-in to receiving SMS/MMS messages from Farm Rich. Only one entry per unique individual may be submitted throughout the contest period. Additional entries received from the same person in excess of the stated limitation will be void. Use of multiple email accounts and/or phone numbers by the same individual is prohibited and may result in disqualification. To be eligible, entries must be received by 11:59 p.m. (E.D.T.) on December 31st, 2022.
5. How to Win & Prize. Following verification by Sponsor, one (1) entry will be chosen at random by the sponsor at end of the contest period to receive up to \$25.47 worth of Farm Rich each month for 12 months (“Free Farm Rich for a year” fulfilled via three (3) VIP coupons valued at up to \$8.49 each), a total of 36 coupons with a value of up to to \$305.64.
6. Claiming the Prize & Winner’s Verification. The winner will be notified via the provided email within seven (7) days of the end date of the Sweepstakes. To claim the Prize, the winner must reply via email notification within five (5) business days. Failure to properly claim any Prize in a timely manner will result in forfeiture. All decisions by Sponsors in regard to the Sweepstakes are final and binding in all respects. All personally-identifiable information submitted by the Winner to claim a Prize is subject to Farm Rich’s Privacy Policy (located at <https://farmrich.com/terms-of-use/>). Winners may be required to show verifiable proof of legitimate entry and entitlement to win and to sign an affidavit of eligibility and liability release in

order to claim their Prize. If you have not received your Prize within four (4) weeks after the end of the relevant Sweepstakes Period, you must notify us. Failure to notify us of non-receipt within four (4) weeks after the end of the Sweepstakes Period, or to comply with any term or condition of these Official Rules will, at the sole discretion of Sponsors, result in forfeiture of the Prize. If you would like to obtain the name of the Winner, send a self-addressed stamped envelope to: Scout Marketing, 1375 Peachtree Street, Suite 180N, Atlanta, GA 30309 after December 31st, 2022.

7. **Publicity.** As further provided for in the Publicity Release and, except where prohibited by law, participation in the Contest constitutes consent to use of Winner's name, likeness, address (city, state), and photo for Contest purposes in any social media or traditional media, worldwide, without further payment or consideration. All content, Materials and ideas created through the Contest will be property of Sponsor. Winner agrees that Sponsor may reproduce and show, display and transmit in physical or digital form the Winner's name and likeness and any submitted or provided content, ideas and associated Materials in connection with the Contest for which the content was submitted or for any other Sponsor's promotion purposes. Sponsor is granted a perpetual license and reserves all rights to use and modify the content in any media, worldwide and in perpetuity, without further compensation to Winner and Winner's heirs. Sponsor is not bound to distribute any content, ideas, materials created in association with this Contest.

8. **Confidentiality:** Winner agrees to preserve and protect the confidentiality of all information provided by Sponsor or Agency whether disclosed before Contest completion or afterwards. Winner shall not disclose or disseminate proprietary/confidential information to any third party and shall not use it for his/her own benefit or for the benefit of any third party without the expressed written consent of Sponsor.

9. **General Terms and Conditions.** Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any Participant it finds to be tampering with the entry process or the operation of the Contest 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 Contest 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.

10. **Privacy.** Information collected is subject to Sponsor's privacy policy: <https://farmrich.com/privacy-policy/> Sponsor may retain Contest applicant's provided information such as name, email, phone number, address, age for the Farm Rich email database and be used for future promotional emails, excluding applicants from the State of California. Participant's data will not be sold or shared with any other party. To opt out of

communications, please refer to the opt-out instructions in the email or indicate so via the Contact Us form on FarmRich.com

11. Dispute Resolution & Limitations of Liability. Participant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest or its associated winner selection and/or notification (the "Contest Administration") shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Western District of New York or the appropriate New York State Court located in Erie County, New York; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (c) under no circumstances will Participant be permitted to obtain awards for and Participant hereby waives all rights to claim 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO ALL PARTICIPANTS.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Participant and Sponsor in connection with the Contest and Contest Administration, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York. If for any reason an entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, the Participant's sole remedy is another entry in the same or a comparable Contest (or, if that is not possible for any reason, in a random drawing from among other eligible entries for any or all of the unclaimed prizes offered in any subsequent Contest). Sponsor's failure to enforce any provision on these Official Rules shall not constitute a waiver of that provision.

12. General Release. By entering the Contest, Participants release Agency, Sponsor and each of their respective parents, subsidiaries, affiliates, directors, officers, employees, agencies, representatives, partners and agents, from any liability whatsoever for any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Contest or with the acceptance, possession or use of any prize (including, without limitation, claims, costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light).