

**PERO BACK TO SCHOOL SWEEPSTAKE  
AUG. 9, 2019 THROUGH AUG. 16, 2019**

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

OVERVIEW: The Pero Back To School Sweepstakes (the “Campaign”) comprises a series of five (5) daily drawings, as described more fully below.

1. Eligibility: This Campaign is open only to those who submit their entry via Instagram (see instructions in “How to Enter” rule below) in compliance with these Official Rules (“Rules”), and who are 18 years of age or older as of the date of entry. The Campaign is only open to legal residents of the 50 United States of American (plus DC), and is void where prohibited by law. Employees of Pero Family Farms (“Sponsor”), its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. Agreement to Rules: By participating, the Contestant (“You”) agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of the Campaign judges as final and binding in all matters relating to the Campaign.

3. Campaign Period: Entries will be accepted online starting on August 9, 2019 at 12:00:01 AM ET and ending August 15, 2019 at 11:59:59 PM ET. All online entries must be received by or before August 15, 2019 at 11:59:59 PM ET. Sponsor’s database computer is the official timekeeping device. Proof of posting is not proof of receipt.

4. How to Enter: The Campaign must be entered by posting a digital photograph using **Instagram**. Entry must fulfill all Campaign requirements, as specified below, to be eligible to win a prize.

Entry Requirements:

1. Follow @perofamilyfarms.
2. Share a recipe creation picture showing Pero product with packaging OR a custom sign that legibly states Pero Family Farms
3. Photo sharing must contain the follow hashtag #PeroBackToSchool **and** #PeroSweepstakes

Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Pero Family Farms.

You may only enter once per calendar day (measured by ET) during the duration of the Campaign, but each photo/posting should be different and should comply with Instagram's terms on posting of repetitive content. Any attempt by any individual to enter more than one (1) time per day by any means, including but not limited to use of multiple identities, email addresses, social media accounts, or other means, is grounds for disqualification.

**PHOTO REQUIREMENTS:** In addition to meeting all requirements for posting on Instagram, all photo submissions in Entries must: : (a) be the exclusive original work of the entrant; (b) be in keeping with the Sponsor's image, (c) not defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon the rights of any person or entity, including but not limited to copyright, trademark, privacy or publicity, (d) not contain any commercial/corporate advertising, including but not limited to corporate logos, brand names, and slogans other than the Sponsor, (e) not depict any conduct or content that is unsafe, immoral, obscene or otherwise inappropriate as determined by Sponsor in its sole and absolute discretion; and (f) not have been submitted in any other contest or won any prize. If any person(s) other than the entrant is depicted in the photo, the entrant hereby represents and warrants that

he/she has obtained all necessary rights and permission from such person(s) and agrees to provide written proof thereof upon request.

5. PRIZES. (a) Daily Prize Drawings: On each day of August 12, 13, 14, 15 and 16, 2019, a drawing will be held to select one (1) winner. The prize available to each winner in each daily drawing is one (1) collectors lunch box, one (2) coupons good for a free Sponsor product, up to a maximum value of \$5.00 for each coupon/prize. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted except at Sponsor's discretion. Submission of entry and acceptance of prize constitutes permission for Pero Family Farms Food Company, LLC. to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds: The odds of winning in each preliminary drawing depend on the number of eligible entries received by 11:59:59 p.m. ET on the applicable cutoff date for that drawing per Rule 7 below. The odds of winning a grand prize in the grand prize drawing depend on the total number of eligible entries received throughout the entire Campaign Period.

7. Winner Selection and Notification: (a) Daily Prize Drawings: All non-winning entries in each daily drawing will remain eligible for any remaining drawing(s); however, no person may win more than one (1) daily prize drawing prize overall during the entire Campaign Period. Limit one (1) Daily Prize per person.

Each potential winner will be notified by messaging via Instagram within five (5) days following his/her selection. Pero Family Farms Food Company, LLC. shall have no liability for Winner's failure to receive notices due to security settings, malfunctions in

electronic communications, or other causes beyond Sponsor's control. If Winner cannot be contacted, is ineligible, fails to claim the prize within five (5) days from the time award notification was sent, or fails to timely return a completed and executed declaration and release if requested, the prize may be forfeited and an alternate Winner may be selected. Sponsor will have 7 to 14 days to ship prizes to Winners once shipping address is received by Sponsor. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by You: By entering, You understand and agree that Pero Family Farms, anyone acting on behalf of Pero Family Farms, and Pero Family Farms licensees, successors, and assigns, shall have the non-exclusive right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, the photo you submit with your entry. Sponsor reserves the right to delete or blur any inappropriate content from a submission without disqualifying the entry where, in Sponsor's determination, such change does not materially alter the submission and the entrant has otherwise attempted in good faith to comply with these Official Rules. By entering, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You may be disqualified at the sole discretion of Pero Family Farms. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Pero Family Farms Food Company, LLC. from and against any suit, proceeding, claims, liability, loss, damage, costs or expense,

which Pero Family Farms Food Company, LLC. may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

9. Terms & Conditions: Pero Family Farms Food Company, LLC. reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Pero Family Farm's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Pero Family Farms Food Company, LLC. may select the Winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Pero Family Farms and which are unaffected by the problem. Pero Family Farms Food Company, LLC. reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. Pero Family Farms Food Company, LLC. has the right, in its sole discretion, to maintain the integrity of the Campaign, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, Pero Family Farms Food Company, LLC. reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: By entering, You agree to release and hold harmless Pero Family Farms Food Company, LLC. and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance,

possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

11. Disputes: This Campaign is governed by the internal laws of the State of Florida, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in West Palm Beach Country having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Pero Family Farms Food Company, LLC, available here: [www.perofamilyfarms.com/privacy\\_policy](http://www.perofamilyfarms.com/privacy_policy)

13. Winner List: To obtain a list of the prize winners, mail your request along with a stamped, self-addressed envelope to: Pero Family Farms Food Company, LLC. 14095 State Road 7, Delray Beach, FL 33446. Requests must be received no later than September 16, 2019.

14. Sponsor: The Sponsor of the Campaign is Pero Family Farms Food Company, LLC. 14095 State Road 7, Delray Beach, FL 33446.

15. Instagram: The Campaign sponsored solely by Pero Family Farms Food Company, LLC., and it is in no way sponsored, endorsed, administered by, or associated with Instagram.