

**OCEAN SPRAY  
"I SPY GROWING GOODNESS™" SWEEPSTAKES  
OFFICIAL RULES**

OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES  
OR THE DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE OR OLDER.

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

1. **ELIGIBILITY:** Open only to legal residents of the 50 United States or the District of Columbia who are 18 years of age or the age of majority in their jurisdiction of residence, whichever is older, at time of entry. Employees, officers, directors and agents of Ocean Spray Cranberries, Inc. (the "Sponsor"), Buena Vista Home Entertainment, Inc. ("BVHE") and their parents, affiliates, subsidiaries, grower-owners, advertising and promotion agencies, webmasters/suppliers and members of the immediate families (spouse, children, siblings, parents) and persons living in the same household (whether related or not) of such employees are not eligible to enter or win. Sponsor's determinations of eligibility are final and may be made at any time prior to prize award. Void where prohibited.
2. **PROMOTION DESCRIPTION/ENTRY PERIOD:** The Ocean Spray "I Spy Growing Goodness™" Sweepstakes ("Promotion" or "Sweepstakes") begins at 12:00 am Eastern Time ("ET") on March 1, 2020 and ends at 11:59 pm ET on June 30, 2020 ("Entry Period"). A total of (30) daily drawings will be held for entries received each day from April 1- 30, 2020 to award the Daily Drawing prizes described in Section 4. A Grand Prize drawing will be held at the end of the Promotion from among all eligible entries received during the entire Entry Period.
3. **HOW TO ENTER:** To enter the "I Spy Growing Goodness™" Sweepstakes, do the following:
  1. Visit <https://www.osgrowinggoodness.com/sweeps> ("Web Site"). While at the Web Site, use the store locator by clicking the "Buy Now" button above your favorite flavor of Growing Goodness™ beverages, and when prompted, enter your zip code to locate where you can spy our new Growing Goodness™ beverages near you.
  2. Access the online entry form and complete all information requested on the entry form, including your name, complete mailing address, email address, and daytime phone number. In the "I Can Spy Growing Goodness™" field, type the store location that was closest to you, or, let us know if it hasn't made its way to you yet, along with your zip code. Doing so will earn you one entry into the sweepstakes ("Website entry").
  3. You may earn one additional entry into the Grand Prize Drawing ("Bonus Entry") by sharing your detective work in action by posting on Instagram a photo of where you can spy, or would like to spy Growing Goodness™ beverages on shelf as they make their way to stores around the nation. Tag your post with @OceanSprayInc and include the hashtags #ISpyGrowingGoodness and #OceanSpraySweepstakes. Bonus Entries must be posted to Instagram by 11:59pm ET on June 30, 2020.

**Limit of 1 (one) Website entry and 1 (one) Bonus entry per person per day.**

Only Web Site and Bonus entry submissions posted during the Entry Period may be considered valid entries. Adding the hashtags to photos which were uploaded prior to or after the Entry Period will not be eligible for participation in this Sweepstakes (even if such photos are otherwise in compliance with these Official Rules).

Entries become the property of Sponsor and will not be acknowledged or returned. Use of any automated system to enter as determined by Sponsor in its sole judgment is prohibited and will result in disqualification at Sponsor's sole discretion. Normal Internet access and usage charges imposed by your online service will apply. If you post updates to or receive updates from your mobile phone, such activity will be subject to the charges pursuant to your mobile service provider's rate plan. You further understand that by participating in the Sweepstakes via mobile phone, if you are a potential winner, the Sponsor may contact you via mobile phone, solely for purposes of Sweepstakes administration, which will be subject to the charges pursuant to your mobile service provider's rate plan. Please consult your mobile service provider for more information. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed to be submitted by the natural person who is the "authorized account holder" assigned to the account in question. It is your sole responsibility to notify the Sponsor in writing if you change your account(s). Further, note that your Bonus entry will not be considered successfully submitted if your account settings prevent Sponsor from seeing your Bonus entry (i.e. your account should be set to "public" or a similar setting that will allow Sponsor to see your Bonus entry).

By submitting an entry, you represent and warrant that (a) you are the sole creator of the entry, (b) the entry is wholly original, (c) the entry does not infringe the privacy or publicity rights or any other legal or moral rights of any third party, (d) the entry

has not previously been entered in any other Promotion, and (e) the entry has not been previously published in any other medium. You further represent and warrant that you have obtained written permission from each person whose name, image or likeness ("Likeness") is included in the entry, that such person(s) have granted you all necessary rights to use the Likeness as described in these Official Rules, and that you can and will give written copies of such permissions to the Sponsor upon request. If your entry includes the Likeness of a person who is under the age of 18 or under the age of majority in his/her jurisdiction of residence, whichever is greater (a "Minor"), such grant of rights must include written permission from the Minor's parent or legal guardian, authorizing the use of the Minor's Likeness on behalf of the Minor. Further, if the submitted photo was taken by anyone other than you, you represent and warrant that such person(s) have granted you all rights to the photo (and that they understand that you alone are the entrant in the Sweepstakes and will receive a prize if the entry is selected as a prize winner), and that you can and will give written copies of such permissions to the Sponsor upon request. Once submitted, an entry may not be changed, altered, modified or deleted. By submitting an entry, you grant Sponsor and its affiliated companies, and their agents, licensees and assigns, the unconditional and perpetual right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use the entry or part thereof (with or without using your name) in any media throughout the world for any purpose, without limitation, and without additional review, compensation, royalty, or approval from you or any other party. You agree that, upon request by the Sponsor and without compensation, you will sign copyright assignments as necessary to assign any and all rights to the entry to Sponsor. By submitting an entry, you further agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against the Releasees (as defined below), or any other person or entity, on the grounds that any use of the entry, or any derivative works, infringes any of your rights, including, without limitation, copyrights and moral rights. You further acknowledge that Sponsor, its affiliated companies, and their agents, licensees and assigns are in no way obligated to broadcast, publish or use your entry in any way. Nothing herein shall constitute an employment, joint venture, or partnership relationship between you and the Sponsor or any other Releasees. In no way are you to be construed as the agent or to be acting as the agent of the Sponsor or any other Releasees. See Section 7 below for additional requirements for your entry.

Entries will be reviewed by Sponsor for compliance with the entry parameters set forth, and if accepted, may be re-posted by Sponsor (such re-posting merely indicates that the entry has been preliminarily determined to be eligible under these Official Rules and is not otherwise binding upon Sponsor). Sponsor reserves the right in its sole discretion to decide if any entry is appropriate for posting or publication and may disqualify any entry at any time in the event it is determined, in the Sponsor's sole discretion that the entry is not appropriate, or, that the entrant has not complied with these Official Rules.

ANY RE-POSTED PHOTO REPRESENTS SOLELY THE VIEWS/OPINIONS OF THE APPLICABLE ENTRANT AND DOES NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR OR BVHE IN ANY MANNER. SPONSOR IS MERELY ENCOURAGING PERSONS TO PROVIDE CONTENT OF THEIR AND/OR THEIR PROUD PRIDE'S ROAR AND, SPONSOR AND BVHE DISCLAIM ANY AND ALL LIABILITY IN CONJUNCTION WITH THE CONTENT OF ANY SUCH PHOTO INCLUDING MONITORING, FILTERING OR MODERATING PHOTOS. SPONSOR WILL NOT EDIT OR MODIFY PHOTOS SUBMITTED FOR THE SWEEPSTAKES IN CONJUNCTION WITH THE ADMINISTRATION OF THE SWEEPSTAKES.

#### **4. DRAWINGS/PRIZES/ODDS:**

**DAILY DRAWINGS:** A total of 30 Daily Drawings will be held. Beginning April 2 through May 1, 2020, a random drawing will be conducted by Sponsor each day from the prior day's eligible entries. Non-winning entries will not be included in subsequent daily drawings, but will be included in the Grand Prize drawing described below. Each Daily Drawing will award the following prize:

(1) Daily Prize: four (4) cartons of Growing Goodness™ (1 carton per flavor), and a digital code download for the "Spies in Disguise" movie. Approximate retail value of each Daily Prize is \$36.

**GRAND PRIZE DRAWING:** On or about July 1, 2020, a random drawing will be conducted by Promotion Mechanics, Inc., an independent judging organization, to award the following prize:

(1) Grand Prize: a "Spy-Themed Family Vacation" to Washington, DC. Prize consists of round-trip coach air transportation from the major commercial airport closest to winner's residence for winner and up to 4 guests; a quintuple-occupancy hotel accommodations for (3) nights; a visit to a spy-themed attraction; and \$500 spending money. Trip must be completed by December 31, 2021. Certain restrictions and blackout dates apply.

Total combined approximate retail value of prize is \$4,500. Actual value will be determined by winner's residence and seasonal rates. Any difference between the actual value and the stated value will not be awarded. Winner and guests must possess all required, valid travel authorizations in order to travel. Winner is responsible for any travel insurance, and for all trip expenses not specified. If winner and/or guests fail to possess all required, valid travel authorizations, the prize will be forfeited in its entirety. Trip must be taken on dates specified by Sponsor, and as otherwise stated in these Official Rules. In the event the winner or any of winner's guests engages in behavior that (as determined by Sponsor in its sole discretion) is obnoxious or threatening, illegal, unsafe or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip or other applicable experience early, in whole or in part, and send the winner and/or his/her guests home with no further compensation. Winner and guests must comply with all security requirements. All travel accommodations and events are subject to availability, change, and certain restrictions. Sponsor will determine airline and flight itinerary in its sole discretion. If any portion of the prize is cancelled or postponed, the remaining portion of the prize will

be awarded as complete and final and no compensation will be offered. If winner is unable to accept prize as stated, prize will be forfeited in its entirety and awarded to an alternate winner.

Grand Prize winner will be required to complete an affidavit of eligibility and liability release and (where legal) a publicity release, and, a W9 Form, which must be returned within the time period specified by Sponsor or prize will be forfeited without compensation and an alternate winner may be selected. The value of the prize will be taxable to prize winner as income. An IRS Form 1099 will be issued in the name of the winner for the value of the prize.

Provided that a Bonus Entry photo is in compliance with these Official Rules, its content will NOT be taken into consideration as part of the winner selection procedure. Odds of winning will be determined by the number of eligible entries received.

- 5. WINNER NOTIFICATION:** Winners will be contacted via email, or Instagram direct message from Sponsor. It is recommended that entrants confirm that their Instagram notification settings are turned on, and that they continue to follow @OceanSprayInc, such that they would be notified in a timely fashion of Sponsor's attempt to contact them in this manner if selected as a potential prize winner. To claim prize, winner will be required to respond to Sponsor's notification within twenty four (24) hours after transmission of the aforementioned message and provide his/her full name, email address, physical mailing address, date of birth, and phone number. Subsequently, winner will receive additional prize claim instructions by mail and/or email from Promotion Mechanics, Inc., and Grand Prize will be required to complete, sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release and perhaps other documents. All requested documents must be returned to Sponsor/Administrator within the time period specified at the time of winner notification. Prize is not transferable. No prize substitution except at Sponsor's sole discretion, in which case a prize of equal or greater value will be awarded. Prizes are not redeemable or exchangeable for cash except to the extent required by law. Grand Prize winner is solely responsible for all applicable federal, state, and local taxes (with the award being reported to the Internal Revenue Service via IRS 1099 Tax Form; and, Grand Prize winner agrees to fully cooperate with Sponsor/Administrator as to his/her compliance with Internal Revenue Service and any other governmental reporting requirements, including by providing his/her Social Security Number) and for any expenses, costs or fees associated with acceptance and/or use of prize not specified by Sponsor as being included. At the sole discretion of the Sponsor, disqualification, prize forfeiture and the selection of an alternate winner may result from any of the following: (a) a potential winner's failure to respond to initial notification within time period specified in the notification; (b) the failure of notification due to deactivation of the potential winner's account prior to receipt of notification; (c) potential winner's failure to provide Sponsor with satisfactory proof of age, identity and residency; (d) potential winner's failure to complete and return required documents by the date specified in winner's notification; and (e) any other non-compliance with these Official Rules.
- 6. CONDUCT:** By entering the Sweepstakes, entrants agree to comply with and be bound by these Official Rules. Failure to comply with the Official Rules may result in disqualification from the Sweepstakes. Sponsor reserves the right in its sole discretion to disqualify any entrant it finds to be: (1) tampering or attempting to tamper with the entry process or the operation of the Sweepstakes; (2) violating the Official Rules; (3) violating the terms of service, conditions of use or general rules or guidelines of any Sponsor property or service; or (4) acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person or whose acts or deeds (actual or perceived) would or might be deemed detrimental to Sponsor's reputation, as determined by Sponsor in its sole discretion. Any false information provided within the context of the Sweepstakes by any entrant concerning identity, postal address, ownership of right or non-compliance with Official Rules may result in the immediate elimination of the entrant from the Sweepstakes. Sponsor further reserves the right to disqualify any entry that it believes in its sole and unfettered discretion infringes upon or violates the rights of any third party, or does not comply with the Official Rules. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE SWEEPSTAKES WEB SITE, MOBILE SITE OR SERVICE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- 7. BONUS ENTRY REQUIREMENTS:** By submitting a Bonus Entry, you represent and warrant that your Bonus Entry: (a) is not violent (or include dangerous stunts), derogatory of any person based on religion, race, gender, sexual identification/orientation, ethnicity, national origin or any other category, obscene or offensive (as determined by Sponsor and Administrator in their sole discretion); (b) does not invade the publicity or privacy rights, defame, misrepresent or contain disparaging remarks about Sponsor, BVHE or their products/services, or other people, products or companies; (c) does not infringe any third party's intellectual property or privacy rights, or contain any personal identification, such as license plate numbers, e-mail addresses or street addresses; and (d) is not in violation of any law, including but not limited to those prohibiting cruelty to animals. Entry must be relevant to the Sweepstakes theme. Sponsor's determination as to whether any entry violates the above is final and in Sponsor's sole discretion.
- 8. GENERAL CONDITIONS:** This Sweepstakes is subject to all federal, state and local laws and regulations. Sponsor will have no liability or further obligation to the winner other than to supply the prize. In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment

and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; (b) award prize from among the eligible Entries received up to the time of the impairment; or (c) to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion. If, due to a human, typographical, mechanical or other error, the number of potential winners notified is greater than the listed number of prizes, such listed number of prizes will be awarded in a random drawing from among all eligible entrants who submit a legitimate prize claim. The 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 these Official Rules. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event that Sponsor is prevented from continuing with the Sweepstakes, or the integrity and/or feasibility of the Sweepstakes is severely undermined by any event beyond the Sponsor's control, including but not limited to fire; flood; epidemic; earthquake; explosion; labor dispute; materials shortage (including due to product recall); strike; act of God; terrorist threat or activity; any federal, state, or local governmental law, order, or regulation; order of any court or jurisdiction; or other cause not reasonably within Sponsor's control (each a "Force Majeure" event), Sponsor will have the right, in its sole discretion, to abbreviate, modify, suspend, cancel, or terminate the Sweepstakes without further obligation. If Sponsor, in its sole discretion, elects to abbreviate the Sweepstakes as a result of a Force Majeure event, Sponsor reserves the right, to award prize from among all the eligible entries received up to the date of such Force Majeure event. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Sweepstakes in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Sweepstakes is compromised, without liability to any entrant.

- 9. RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Sweepstakes, entrants agree to release and hold harmless the Sponsor, BVHE, Promotion Mechanics, Inc., their respective parent companies, subsidiaries, divisions, affiliates, suppliers, brokers, printers, distributors and advertising, promotional and judging agencies, and any other entities affiliated with the administration of the Sweepstakes, together with the respective officers, directors, employees, and agents of each, as well as Instagram (collectively, the "Releasees") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use/misuse of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors or any errors made in the advertisement of the Sweepstakes; (d) errors in the administration of the Sweepstakes or the processing of entries; (e) changes to Instagram policies and procedures that may interfere with the operation of the Sweepstakes (and/or the filtering or other operation of the functionality of the Instagram provider); (f) 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 of any prize; and/or (g) if a winner, the use of name and/or photograph for advertising and publicity purposes without compensation (unless prohibited by law) and entrant further agrees to execute specific consents to such use if asked to do so, and to the announcement of his or her name, city and state. Without limiting the foregoing, the Sweepstakes, and all materials provided on or through any Sweepstakes-related Web Site are provided "as is" without warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Releasees are also not responsible for entries/photos that are late, lost, garbled, incomplete, inaccessible/blocked, corrupted, jumbled, misdirected, delayed or damaged, regardless of cause, all of which are void.
- 10. INDEMNIFICATION:** You agree to indemnify and hold the Releasees harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Releasees due to or arising out of your entry, or your conduct in creating an entry or otherwise in connection with the Sweepstakes, including but not limited to: claims for trademark infringement; copyright infringement; violation of an individual's right of publicity or right of privacy; defamation; or any injury allegedly suffered participating in the Sweepstakes.
- 11. PUBLICITY:** By submitting an entry, you grant to Sponsor, and its affiliated companies and agents, licensees and assigns, the right, except where prohibited by law, to use your name, likeness, picture, address (city and state), voice, biographical information, entry (including the submitted photo) and written or oral statements, for advertising and promotional purposes in promoting or publicizing Sponsor, its affiliated companies, and the products or services of each, in any and all media without limitation as to time or territory, without compensation or further notice. You shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of your name, picture, likeness, address (city and state), biographical information, or entry (including the submitted photo).
- 12. PRIVACY:** Information submitted in connection with the Sweepstakes will be treated in accordance with these Official Rules and Sponsor's Privacy Policy (as may be amended from time to time), currently located at OSSweeps.com provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail.
- 13. ARBITRATION/CHOICE OF LAW:** Except where prohibited, entrants (and entrant's parent/legal guardian if entrant is a minor) agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Promotion, or the award of prize, or the determination of winners, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Streamlined Rules and Arbitration Procedures of Judicial Arbitration and Mediation Services, Inc., then effective, and (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion 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 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 entrant and/or Releasees in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Massachusetts, without regard for conflicts of law doctrine of any jurisdiction, and all proceedings shall take place in State of Massachusetts; provided that any and all disputes, claims and causes of action arising out of or connected with the intellectual property of BVHE, shall be resolved individually, without resort to any form of class action, shall be governed and construed in accordance with the laws of the state of California and in the event of any dispute, all entrants irrevocably consent to the jurisdiction of the state and federal courts located in Los Angeles, California to resolve such disputes.

- 14. WINNER'S LIST:** For a list of winners, mail a self-addressed, stamped envelope to be received by September 1, 2020 to: Ocean Spray "I Spy Growing Goodness™" Winner, PMI Station, P.O. Box, 750, Southbury, CT 06488-0750.

Sponsor: Ocean Spray Cranberries, Inc., One Ocean Spray Drive, Lakeville-Middleboro, MA 02349.  
Administrator: Promotion Mechanics, Inc., 87 South Main Street, Newtown, CT 06470.

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