

Sunkist® Back-To-School Sweeps

Official Sweepstakes Rules

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID OUTSIDE THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA AND WHERE PROHIBITED.

1. **Eligibility.** The Sunkist “Back-To-School Sweeps” Sweepstakes (“**Promotion**”) is open only to legal residents of the fifty (50) United States or the District of Columbia who are eighteen (18) years old or over and have reached the age of majority in the jurisdiction in which they live (“**Eligible Participant**”). The Promotion is not open to employees, independent contractors, interns, officers, directors, and agents of Sponsor (defined below), their respective affiliates, subsidiaries, advertising and promotion agencies, web designers, insurance agents, suppliers, and their immediate family members and those living in the same household of each. The Promotion is subject to all federal, state and local laws and regulations and is void where prohibited by law.
2. **Sponsor.** Sunkist Growers, Inc., 27770 N. Entertainment Dr., Valencia, CA 91355.
3. **Agreement to Official Rules.** Participation in the Promotion constitutes your full and unconditional agreement to these Official Rules and the decisions of Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein in a timely manner.
4. **Entry Period.** The Promotion begins on July 5, 2022 at 12:00:00 PM Pacific Time (“**PT**”) and ends on August 5, 2022 at 11:59:59 PM PT (the “**Entry Period**”). Entries received prior to or after the Entry Period will be disqualified. Sponsor’s clock will be the official timekeeper for the Promotion.
5. **How to Enter.**
 - A. **Gleam Widget.** During the Entry Period, Eligible Participants may create an account to log in to the Gleam widget at <https://gleam.io/mMTXf/sunkist-sweeps>. The Eligible Participant will provide their name, email address, mailing address, and year of birth. Eligible Participants must also confirm their eligibility for the Promotion, their agreement to these Official Rules, and their agreement with Sponsor’s Privacy Policy (linked below). Eligible Participants who are already logged in via Gleam may submit entries using their existing login. Eligible Participants may also log into the Gleam widget by logging in via their Facebook, Google, or Twitter account. Each Eligible Participant may receive up to the maximum of ten (10) entries using the various options available through the Gleam widget.

- B. Alternative Method of Entry. As an alternative method of entry, Eligible Participants may, during the Entry Period, enter using an online form provided at [URL]. The Eligible Participant will provide their name, email address, and mailing address. Eligible Participants must also confirm their eligibility for the Promotion (including that they are 18 years of age or older), their agreement to these Official Rules, and their agreement with Sponsor's Privacy Policy (linked below). Each Eligible Participant may use the online form up to ten (10) times to receive the maximum number of entries allowed.

Limit ten (10) entries per person. Entries in excess of ten will be void. Incomplete or inaccurate entries will be void. Entries that are incomplete or do not adhere to the rules or specifications of the Promotion may be disqualified at Sponsor's sole discretion. Any entries attempted through the use of agencies, multiple user accounts (for example, on social media), or robotic, repetitive, automatic, programmed, or similar methods will be void. Entries become the property of Sponsor and will not be acknowledged or returned. Sponsor and its agents are not responsible for lost, late, damaged, misdirected, illegible or incomplete entries. All information submitted in connection with an entry will be treated in accordance with these Official Rules and Sponsor's Privacy Policy, available at <https://www.sunkist.com/legal/#privacy-policy>.

6. Additional Terms. Sponsor may prohibit an entrant from participating in the Sweepstakes if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception or other unfair practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor or its agents, or if entrant has or has attempted to submit malicious code, .exe files or any file that contains malicious code.

7. Winner Selection. On or about September 3, 2022, Sponsor or its designee will select the name of one (1) potential winner in a random drawing of all entries received. Odds of winning depend on the number of eligible entries received. The winner will be published by Friday, September 9, 2022, at <https://www.sunkist.com/sweepstakes>. The winner will also be notified by email at the email address provided to Sponsor at the time of entry. Each entrant is responsible for monitoring his or her email account for the Prize notification and other communications related to the Promotion. If the initial winner cannot be reached by the Sponsor within five (5) days using the email address provided at the time of entry, or the Prizes are returned as undeliverable, such initial winner will forfeit the Prize and the Sponsor may select an alternate winner in accordance with these Official Rules.

8. Requirements of Potential Winner. Except where prohibited, each potential winner may be required to complete and return an affidavit of eligibility, an IRS W-9 form, and a liability/publicity release (the "**Official Documents**") within seven (7) days of being notified. If a potential winner fails to sign and return the Official Documents within the

required time period or if Sponsor determines in its sole discretion that a potential winner is ineligible, an alternate entrant will be selected in his/her place. Unless prohibited by law, acceptance of a prize constitutes permission for Sponsor to use winner's name, picture, likeness, address (city and state), and biographical information for advertising and publicity purposes, worldwide, without further compensation.

9. Prize. One (1) winner will receive the Sunkist Back-To-School Prize Package, which has an approximate retail value of over \$3,000 and will include: Sunkist-branded items, including a backpack, lunchbox, and thermos; various school supplies; a Chromebook; and a \$2,500 Visa Gift Card (each, a "**Prize**" and collectively the "**Prizes**"). All federal, state and local taxes and all other expenses not specifically mentioned herein are the responsibility solely of winner. The Prize is non-transferable and non-assignable. No cash or other substitution permitted, except that Sponsor reserves the right to substitute a prize of comparable or greater value at Sponsor's sole discretion.

All Prizes are provided "as in" and "with all faults." None of Sponsor, its affiliates, subsidiaries, employees, directors, officers, agents, representatives, vendors, attorneys, or assigns ("**Related Parties**") are responsible in any way for any defects, malfunctions, or other problems with Prizes awarded in connection with this Promotion. SPONSOR SPECIFICALLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, FOR THE PRIZES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. FURTHERMORE, IN NO EVENT SHALL SPONSOR OR ANY OF ITS RELATED PARTIES SHALL BE LIABLE FOR ANY DAMAGES RESULTING FROM ANY DEFECTS IN THE PRIZES.

10. Other Obligations of Prize Winner. The winner of any Prize under this Promotion shall be solely responsible for all federal, state, and local taxes associated with the receipt and use of the Prizes. Such winner is also solely responsible for any incidental expenses and all other costs and expenses not specifically listed herein as part of the Prizes that may be associated with the award, acceptance, receipt, and use of all or any portion of the Prizes.

11. General Conditions. In the event that the operation, security or administration of the Promotion is impaired in any way for any reason, Sponsor may, in its sole discretion, suspend, modify and/or cancel the Promotion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the operation of the Promotion or to be acting in violation of these Official Rules or in a disruptive manner. Any attempt by any person to undermine the operation of the Promotion 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 or any other provision. In the event of a dispute as to any online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible

for assigning e-mail addresses for the domain associated with the submitted address. In the event that an entry is confirmed to have been erroneously deleted, lost or destroyed, entrant's sole remedy shall be another entry into the Promotion. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.

12. Release and Limitation of Liability. By participating or attempting to participate in the Promotion, you agree to release and hold harmless Sponsor, its related companies, and each such company's respective officers, directors, employees, and agents (collectively, the "**Released Parties**") from and against any claim or cause of action arising out of participation in the Promotion or receipt or use of any prize, including, but not limited to: (a) claims arising from any breach or alleged breach by you of these Official Rules; (b) claims arising from unauthorized human intervention in the Promotion; (c) claims arising from technical or printing errors; (d) claims arising from lost, late, postage-due, misdirected, or undeliverable mail or email; (e) claims arising from errors in the administration of the Promotion or the processing of entries; (f) claims arising from injury, death, or damage to persons or property; or (g) claims based on defamation, infringement of intellectual property rights, or on the rights of publicity or privacy. You further agree that in any cause of action, the Released Parties' liability will be limited to the actual out-of-pocket costs associated with participating in the Promotion, and in no event shall the Released Parties be liable for attorneys' fees. YOU WAIVE ANY RIGHTS OR CLAIMS TO INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY SO THE ABOVE MAY NOT APPLY TO ALL ENTRANTS.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE ANY AND ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

13. Disputes. To the extent permitted by applicable law, by entering the Promotion, you agree that any and all disputes, claims, and causes of action arising out of the Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court located in Los Angeles County, California. All issues and questions concerning these Official Rules, your rights and obligations, or Sponsor's rights and obligations shall be governed by the laws of the State of California, without giving effect to any choice of law or conflict of law rules.

14. Results. For a list identifying the winner (available thirty (30) days after the Promotion Period), send a self-addressed, stamped envelope specifying the name, date, and location

of the Sweepstakes to: Sunkist Growers, Inc, 27770 N Entertainment Dr., Valencia, CA 91355. All requests must be received by sixty (60) days after the end of the Promotion Period.

PLATFORM DISCLAIMERS:

This Promotion is powered by Crowd9 PTY LTD ("**Gleam**"). Gleam does not sponsor, administer, endorse, or bear liability for this Promotion. By entering the Promotion, you agree to Gleam's privacy policy, which is provided at <https://gleam.io/privacy>.

This Promotion is in no way sponsored, endorsed, administered by, or associated with Facebook, Twitter, or Instagram (the "**Social Media Platforms**"). By entering this Promotion, you agree to release the Social Media Platforms from any claims arising in connection with the Promotion.