



THE FRUITGUYS®

National Fruit at Work Day and The FruitGuys present: *2016 Fruit Crown Photo Contest Rules*

Sponsor: The FruitGuys ("TFG"), 490 Eccles Avenue, South San Francisco, CA 94080 USA

How to enter:

- The National Fruit at Work Day (NF@WD) Fruit Crown Photo Contest begins on September 9, 2016, at midnight PST and ends on October 4, 2016, at 5pm PST. Any U.S. resident, 18 years of age or older, is invited to submit one (1) photo per day.
- Participants can submit photos by posting on NF@WD's social media channels (@fruitatworkday on Facebook, Instagram, and Twitter) and including the hashtag #fruitatworkday.

Contest Overview:

- There will be a single Grand Prize Winner chosen from all photo Submissions (to be selected by an internal TFG Contest Committee). Ten additional Participants will be selected at random to receive a secondary prize (see "Contest Prizes" below for prize details).
 - § NOTE: If any winning photo is submitted by a team of multiple individuals, the prize will be shared among Participants.
- Participants who have submitted winning entries will be asked to supply their work email address and physical business address. If the entry is submitted by a group, we will need the work email address and physical business address from one contact person in the group.
 - § By entering this Contest, Participants agree to have their name used publicly for the purposes of promoting the Contest and announcing a Winner of the Contest.
 - § No purchase or payment of any kind is necessary to enter or win.
- ALL PRIZES MUST BE REDEEMED BY DECEMBER 31, 2016, AT 5PM PST.

Photo Criteria:

- In your office, take a selfie, group shot, or "Where's Waldo?" style photo featuring the Fruit Crown (preferably on someone's head).
- Limit: You may enter one (1) photo Submission per day during the Contest period.
- Participants may NOT submit any photo that (i) contains offensive, pornographic, obscene, libelous, defamatory, threatening, abusive, criminal, or adult themes, links, or images; (ii) violates or encourages anyone to violate any law or regulation; or (iii) contains advertising or commercial messages.
- Submissions must be less than 2MB and in .jpg, .png, or .gif format.
- Submissions must be the sole and original work of the Participant (individual or group), and the Participant represents and warrants that the Participant has full right, title, and interest to the Submission. The Submission must not infringe upon the rights of any third party, including but not limited to copyright, trademark, privacy, and personality rights. By making a Submission, you waive any rights you may have in such Submission.
- Submissions not meeting these criteria shall be disqualified. Additionally, TFG reserves the right to disqualify Submissions for any other reason.

Contest Prizes:

- One (1) Grand Prize Winner (individual or group) will be selected from the Participants to win a Medium Organic Harvest Fruit Box weekly for one (1) year (52 boxes total). Prize must be redeemed by December 31, 2016, at 5pm PST.
- Ten (10) Participants will be chosen at random to receive an Organic SmileSnack Fruit Box: 9 pieces of organic farm-fresh fruit. Prizes must be redeemed by December 31, 2016, at 5pm PST.
- TFG reserves the right to select fewer than ten (10) SmileSnack Winners, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions.

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- Prizes must be accepted as awarded. Prizes are non-transferable and non-redeemable for cash. Prizes may not be exactly as shown in promotional materials. In case of unavailability of any Prize, or for any other reason and in TFG's sole discretion, TFG reserves the right to substitute a Prize of equal or greater value.

Determining Winners:

- There will be only one (1) Prize awarded to each individual Winner or winning team. The Winners will be selected as follows:
- The Grand Prize Winner will be selected by an internal TFG Contest Committee.
- The ten (10) SmileSnack Winners will be selected at random from the remaining Participants.
- In the event no Submissions are received fitting the Contest criteria, no prizes will be awarded.

Contacting Winners:

- Winners will be contacted by email as provided by the Participant within five (5) days of the Contest closing. If the Winner is unable to be contacted after three (3) attempts by November 1, 2016, at the sole discretion of TFG, he or she will forfeit the Prize and another Winner will be selected as set out herein.
- By entering this Contest, Winners agree that their name and winning Submission can be announced on TFG and NF@WD social media channels, nationalfruitatworkday.com, and/or fruitguys.com after they have been notified of their winning entry.

Eligibility:

- Contest opens at midnight PST on September 9, 2016, and closes at 5pm PST on October 4, 2016.
- The Contest is open to U.S. residents only.
- Participants must be at least 18 years of age to enter this Contest.
- Participants are eligible to enter up to one (1) photo Submission per day. Only Submissions that adhere to the guidelines and restrictions as laid out herein are eligible for this Contest. Participants may be required to provide evidence of their eligibility to enter this Contest.

General Rules:

1. Odds of winning the prize depend on the number of eligible Submissions received.
2. By participating in this Contest, all Participants declare that they have read, understood, and complied with the Contest rules and will be legally bound by all terms and conditions of these rules and agree to abide by all decisions of TFG.
3. By participating in this Contest, all Participants release TFG, its affiliates and their employees, directors, officers, representatives, and agents from all liability for any damage that may result from entering or attempting to enter the Contest. Participants agree to release and hold harmless TFG, its affiliates and their employees, directors, officers, representatives, and agents from any liability, loss, or damage occurred with respect to the awarding, receipt, possession, and/or use or misuse of the Prizes and acknowledge that TFG and its affiliates and their employees, directors, officers, representatives, and agents have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, including but not limited to the quality, condition, or fitness for a particular purpose of the Prize.
4. By participating and submitting a Submission, the Participant hereby grants permission for the entry to be posted on TFG and NF@WD's social media channels and/or nationalfruitatworkday.com, fruitguys.com, or other websites. Participants agree that Submissions can be used in whole or in part by TFG in any media whatsoever, including but not limited to marketing, advertising, promotional activities or materials, or on websites, with no fee, remuneration, credit, or any compensation whatsoever. Participant agrees that TFG is not responsible for any unauthorized use of Submissions by third parties. Submissions will not be returned and will become the property of TFG.
5. TFG is not responsible for errors in the offer or administration of this Contest, including but not limited to errors in the advertising, the Contest rules, the selection, notification, and announcement of the Winners or the distribution of the Prizes.
6. TFG is not responsible for lost, late, illegible, incomplete, mutilated, or misdirected Contest Submissions.
7. Personal information collected from Participants will be used by TFG for the purpose of administering this Contest. TFG will not sell, share, use, or otherwise disclose the personal information of Participants with third parties, other than to third parties engaged by them to fulfill the above purposes, without consent, or as permitted or required by law.
8. TFG reserves the right, in its sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend, or suspend the Contest, and/or the Contest rules in any way, at any time, for any reason, without prior notice.
9. This Contest is in no way sponsored, endorsed, administered by, or associated with any of TFG or NF@WD's social media channels. You acknowledge that you are providing your information to TFG and not to a social media entity. You agree to waive all claims whatsoever that you may have against TFG and/or NF@WD's social media channels and fully release those channels from all liability, loss, or damage in relation to this Contest.

Agreement to Official Rules: Participation in this Contest constitutes Participant's full and unconditional agreement to these Official Rules and TFG and Administrator's decisions, which are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein. By uploading your photo(s) (referred to throughout as "Submission"), you agree that your Submission conforms to the Photo Guidelines and Contest Restrictions as defined above and that TFG, in its sole discretion, may remove your Submission and disqualify you from the Contest if it believes that your Submission fails to conform to the guidelines and restrictions outlined here, or for any other reasons so reserved.