

# Yonanas® Berry Sweet 6<sup>th</sup> Birthday Sweepstakes Official Rules

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. OPEN TO U.S. RESIDENTS WHO ARE 18 AND OLDER.**

Yonanas (“Sponsor”) is pleased to introduce the Yonanas® Berry Sweet 6th Birthday Sweepstakes (“Sweepstakes”). The Sweepstakes submission period begins on Friday, May 26, 2017, at 9:00 a.m. Eastern Time (“ET”) and ends on Thursday, June 8, 2017, at 11:59 p.m. ET (“Sweepstakes Submission Period”). The deadline to enter the Sweepstakes is Thursday, June 8, 2017, at 11:59 p.m. ET. Eastern Time shall control for all purposes of the Sweepstakes. Sponsor’s computer shall be the official clock for purposes of the Sweepstakes.

As a condition of participating in the Sweepstakes, you agree to be fully and unconditionally bound by these Official Rules and the decisions of Sponsor, whose decisions shall be final and binding in all respects, and to waive any right to claim ambiguity in the Sweepstakes, these Official Rules, Sweepstakes materials, information contained on Sponsor’s website, available at [www.yonanas.com](http://www.yonanas.com), or Sponsor’s Facebook page, available at <http://www.facebook.com/Yonanas>. The Sweepstakes is subject to applicable federal, state, provincial, municipal, territorial, and local laws and regulations and is **VOID WHERE PROHIBITED OR RESTRICTED BY LAW**. Winning and receiving a Prize (as defined in Section 6) is contingent upon fulfilling all requirements set forth herein.

## 1. Facebook® Disclaimer

You agree and acknowledge, as condition of participating in the Sweepstakes, that Facebook Inc. and its owners, directors, officers, employees, contractors, agents, representatives, parents, subsidiaries, attorneys, insurers, and associated corporations and entities (collectively, the “Facebook Group”) are not sponsors of the Sweepstakes nor do they endorse or administer the Sweepstakes, nor do they in any way associated with the Sweepstakes. All questions regarding the Sweepstakes must be directed to Sponsor, not the Facebook Group. You also agree that as a condition of participating in the Sweepstakes, you shall release the Facebook Group from any and all liability arising out of or relating to your entry, creation of an entry, submission of an entry, participation in the Sweepstakes, acceptance, use, or misuse of any Prize, or the broadcast, exploitation, or use of an entry.

## 2. Eligibility

The Sweepstakes is open only to natural persons who are permanent legal residents of the fifty (50) United States, who are physically located and residing therein and who are at least eighteen (18) years of age or older at the time of entry. If a Potential Winner (as defined in Section 4) is at least eighteen (18) years of age but still considered a minor in his or her jurisdiction of residence, the Prize may be awarded in the name of his or her parent or legal guardian who will be responsible for fulfilling all requirements imposed on the Potential Winner set forth herein.

Directors, officers, employees, contractors, agents, mandataries, representatives, owners, and members of Sponsor and each of its respective parents, subsidiaries, affiliated companies, franchisees, distributors, retail locations, suppliers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of the Sweepstakes, as well as their immediate family and household members, whether related or not, are not eligible to enter the Sweepstakes. “Immediate family” shall mean spouse, parents, step-parents, legal guardians, children, step-children, siblings or step-siblings and each of their spouses regardless of where they reside. “Household members” shall mean those people who share the same residence or domicile.

## 3. How to Enter

No purchase necessary. During the Sweepstakes Submission Period, you may enter the Sweepstakes as follows:

### 3.1. Yonanas® Website Method of Entry

- Visit <http://www.yonanas.com/berrysweetbirthday> and complete a Sweepstakes entry form, which requires the following information and affirmative actions from each entrant:
  - First and last name;
  - Preferred email address for contact and notification purposes;
  - Country; and
  - Checking the box to verify that the entrant is at least eighteen (18) years of age and has read and consents to these Official Rules and Sponsor's Privacy Policy.

### 3.2. Facebook Method of Entry

- Visit the desktop version of the Yonanas® Facebook page at <http://www.facebook.com/Yonanas>.
- Click the "ENTER to WIN" tab and complete the Sweepstakes entry form, which requires the following information and affirmative actions from each entrant:
  - First and last name;
  - Preferred email address for contact and notification purposes;
  - Country; and
  - Checking the box to verify that the entrant is at least eighteen (18) years of age and has read and consents to these Official Rules and Sponsor's Privacy Policy.

Limit one (1) entry per email address per day for completing a Sweepstakes entry form during the Sweepstakes Submission Period. At the time of entry, you will have the opportunity to elect to receive occasional emails from Sponsor including newsletters, special offers and product discounts. **ELECTING TO RECEIVE SUCH EMAILS IS NOT A REQUIREMENT TO GAIN ENTRY INTO THE SWEEPSTAKES AND CHOOSING NOT TO RECEIVE THE EMAILS WILL NOT IMPACT YOUR ODDS OF WINNING.**

Using an automated system to participate in the Sweepstakes or attempting to subvert the Sweepstakes entry process is prohibited and may result in disqualification. In the event of a dispute as to any submission, the authorized account holder of the email address provided on the entry form will be deemed to be the entrant. The "authorized account holder" is the natural person assigned the email address by the Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. Sponsor reserves the right to require entrants to show proof of being the authorized account holder.

Sponsor is not responsible for incorrect or inaccurate transcription of entry information, computer, online or human error, technical malfunctions, any omission, interruption, defect, or any other error, including, without limitation, lost, late, incomplete, invalid, unintelligible or misdirected entries, all of which may constitute grounds for disqualification in Sponsor's sole discretion. If a problem occurs in the entry process, the entrant is solely responsible for verifying that the entry process has been validly completed. Sponsor shall have no obligation to advise an entrant of an incomplete entry. All entries become the sole and exclusive property of Sponsor and will not be acknowledged or returned. Entrant is responsible for all online charges incurred with any Internet service provider and/or wireless carrier.

## 4. Winner Selection

On Friday, June 9, 2017, at 10:00 a.m. ET in Cleveland, Ohio, Sponsor or an independent third party agency will select via a random drawing six (6) potential Prize winners (each, a "Potential Winner").

Within twenty-four (24) hours of the random drawing, Sponsor will contact the Potential Winners at the email addresses provided at the time of entry. A Potential Winner will be awarded a Prize subject to

verification of eligibility and compliance with the terms of these Official Rules. If a Potential Winner fails to respond to the verification email within forty-eight (48) hours of notification or the email notification is returned as undeliverable after two (2) attempts, the Potential Winner may be disqualified at Sponsor's sole discretion. In the event a Potential Winner is disqualified for any reason, Sponsor may award the Prize to an alternate Potential Winner by random drawing from among all remaining eligible entries. Within twenty-four (24) hours of the secondary drawing, the alternate Potential Winner will also be contacted at the email address provided at the time of entry. If the alternate Potential Winner fails to respond to the verification email within forty-eight (48) hours of notification or the email notification is returned as undeliverable after two (2) attempts, the alternate Potential Winner may be disqualified at Sponsor's sole discretion. In the event the Potential Winner is disqualified for any reason, Sponsor retains the right to repeat this process until an alternate Potential Winner complies with the verification of eligibility requirements.

## **5. Verification of Potential Winner**

The Potential Winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. Except where prohibited, in order to qualify for a Prize, a Potential Winner may be required to sign and return to Sponsor, within four (4) calendar days from the date when Sponsor's initial verification email was sent, a declaration of eligibility and a liability and publicity release ("Declaration") via email to the address specified in the Declaration in order to claim the Prize. If a Potential Winner is not the legal age of majority in his or her jurisdiction of residence, the Declaration may be required to be confirmed and signed by his or her parent or legal guardian, and the Prize may be awarded in the name of his or her parent or legal guardian who will be required to fulfill all requirements imposed on the Potential Winner as set forth herein. If a Potential Winner fails to complete, sign, and return the applicable Declaration within the required time period or if the Declaration is returned as undeliverable or incomplete, he or she may be disqualified at Sponsor's sole discretion.

POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR. SPONSOR'S DECISIONS AS TO THE ADMINISTRATION AND OPERATION OF THE SWEEPSTAKES, ANY CHANGES TO THESE OFFICIAL RULES, AND THE SELECTION OF THE POTENTIAL WINNERS ARE FINAL AND BINDING ON EACH ENTRANT IN ALL MATTERS RELATED TO THE SWEEPSTAKES.

## **6. Prizes and Odds of Winning**

Subject to verification of eligibility and compliance with these Official Rules,

- Six (6) entrants will each receive one (1) Yonanas<sup>®</sup> Classic with an ARV of forty-nine dollars and ninety-nine cents (USD \$49.99).

The total ARV of all six (6) Prizes (each individually, a "Prize" and collectively the "Prizes") is two hundred ninety-nine dollars and ninety-four cents (USD \$299.94).

Odds of winning a Prize depend on the number of eligible entries received during the Sweepstakes Submission Period.

## **7. Prize Conditions**

Limit one (1) Prize per person and per household. No transfer, substitution or cash equivalent for a Prize will be made, except that Sponsor, at its sole discretion, may substitute a Prize of equal or greater value for any reason. Prize will be sent to the postal address provided by the winner within fourteen (14) business days from the date Sponsor's verification procedures are completed, as determined at Sponsor's sole discretion, including receipt of the Declaration and any additional forms and information requested, if applicable. Sponsor assumes no liability for non-deliverability.

Any depiction of a Prize, in Sweepstakes materials or otherwise, is for illustrative purposes only. If the actual retail value of a Prize is less than the stated ARV, the Prize winner will not receive the difference. All expenses not specified above, including any federal, state, or local taxes are the sole responsibility of

the Prize winner. Any required tax reporting forms will be furnished to the appropriate authorities. In the event that the Sweepstakes is cancelled or postponed for any reason whatsoever, the ARV of the Prize will be awarded to the extent required by law.

PRIZE IS AWARDED AS IS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS MAY NOT ALLOW (OR MAY LIMIT) DISCLAIMERS OF CERTAIN WARRANTIES, IN WHICH CASE THE FOREGOING DISCLAIMERS WILL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Gift Card Prizes are subject to additional cardholder terms and conditions imposed by issuer. No credit or cash will be returned or refunds issued if the full value of a Gift Card Prize has not been used by its respective expiration date, if any. Gift Card Prizes will not be replaced if lost or stolen but Sponsor may, in its sole and absolute discretion, replace a lost, stolen or malfunctioning card. In no event will a Gift Card Prize's value exceed its stated value. VISA® Inc. is not a sponsor of or in any way affiliated with this Sweepstakes.

## **8. Entry Conditions and Release**

You agree to: (i) comply with and be bound by these Official Rules and the decisions of Sponsor as they may be amended from time to time and (ii) release, indemnify, defend, and hold harmless Sponsor, its respective parents, subsidiaries, affiliates, suppliers, retailers, distributors, advertising and promotion agencies, the Facebook Group, VISA® Inc. and each of their respective past and present officers, directors, employees, agents, shareholders, contractors and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability resulting or arising from the Sweepstakes (including reasonable attorneys' fees), including, without limitation, negligence and damages of any kind to persons and property, invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright, or other intellectual property rights, property damage, death, or personal injury arising out of or relating to your entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance, use, or misuse of a Prize, or the broadcast, exploitation, or use of an entry. The Released Parties are also not responsible for any typographical or other error contained in the Official Rules or Sweepstakes-related materials.

## **9. Publicity and Use of Personal Information**

Except where prohibited by law, by participating in this Sweepstakes or accepting a Prize, you grant Sponsor and its designees the right to use your name, photograph, likeness, statements, biographical information, voice, city and state address, and other identifying information for advertising and promotional purposes for this Sweepstakes and similar promotions, worldwide, and in perpetuity, in any and all forms of media, now known or hereafter devised without additional compensation, review or approval rights, notification or permission.

YOU FURTHER ACKNOWLEDGE THAT YOUR PERSONAL IDENTIFYING INFORMATION MAY BE DISCLOSED TO THIRD PARTIES INCLUDING, WITHOUT LIMITATION, PLACING YOUR NAME ON A WINNER'S LIST.

## **10. General Conditions**

The Sweepstakes is subject to applicable federal, state, provincial, municipal, territorial, and local laws and regulations. Winning a Prize is contingent upon accepting and fulfilling all requirements of these Official Rules. Sponsor reserves the right without liability to disqualify any entrant or cancel, suspend, modify and/or terminate the Sweepstakes, or any part of it, for any reason, including, but not limited to, insufficient entries, any printing, seeding, typographical, technical errors, human or otherwise, suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if computer virus, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or

corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Sweepstakes or any other factor beyond Sponsor's reasonable control, as determined by Sponsor at its sole discretion.

In such event, Sponsor reserves the right to award the Prizes to the extent required by law for eligible entries submitted up to the time of the impairment (and/or thereafter), or in such other manner as deemed fair and appropriate by Sponsor at its sole discretion. Sponsor reserves the right to disqualify any individual it finds to be tampering or interfering with the operation of the Sweepstakes, acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner and void all such individual's entries.

**ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK CIVIL AND/OR CRIMINAL PROSECUTION AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof.

#### **11. Limitations of Liability**

To the maximum extent permitted by law, the Released Parties are not responsible for: (i) any incorrect or inaccurate information, whether caused by entrants, technical errors, or by any of the equipment or programming associated with or utilized in the Sweepstakes; (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections of the equipment or software associated with or utilized in the Sweepstakes; (iii) unauthorized human and/or mechanical intervention in any part of the entry process or the Sweepstakes; (iv) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (v) any 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, use or misuse of a Prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is to submit another entry during the Sweepstakes Submission Period through the methods set forth in these Official Rules.

#### **12. Disputes**

You agree that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or a Prize shall be resolved individually without resort to any form of class action; (ii) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or a Prize shall be resolved exclusively by the United States District Court or the appropriate Florida State Court located in Broward County, FL; (iii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but will in no event include attorneys' fees; and (iv) under no circumstances will you be permitted to obtain awards for, and you hereby waive 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 punitive, incidental or consequential damages, in which case the liability of Sponsor and the Released Parties will be limited to the maximum extent permitted by law. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of

law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.

### **13. Extended Meanings; Currency; Force Majeure**

Unless otherwise specified in these Official Rules, words importing the singular include the plural and vice versa and words importing gender include all genders. All dollar amounts referred to in these Official Rules are in lawful money of the United States of America. Sponsor is not responsible for any damages caused by delay or failure to perform undertakings pursuant to these Official Rules when the delay or failure is due to weather, event cancellations, fires, strikes, floods, acts of God or the state's enemies, lawful acts of public authorities, delays or defaults caused by common carriers, or other events that cannot reasonably be foreseen or provided against.

### **14. Sponsor**

The Sponsor is Yonanas, 3355 Enterprise Ave #160, Ft. Lauderdale, FL 33331.

### **15. Sweepstakes Results**

For Sweepstakes results, send a hand-printed, self-addressed, stamped envelope to Winners' List – Yonanas® Berry Sweet 6th Birthday Sweepstakes c/o Yonanas 3355 Enterprise Ave #160, Ft. Lauderdale, FL 33331. The Winners' List will be available after June 15, 2017, and requests must be received no later than four (4) months after the Sweepstakes Submission Period ends.

**CONSUMER DISCLOSURE:** NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

You have not yet won a Prize. The actual odds of winning any Prize will depend upon the total number of eligible entries received during Sweepstakes Submission Period. You must join the Yonanas® Berry Sweet 6th Birthday Sweepstakes by 11:59 p.m. ET on Thursday, June 8, 2017 to be eligible. See Official Rules above for entry requirements and complete Prize restrictions. Yonanas 3355 Enterprise Ave #160, Ft. Lauderdale, FL 33331.