

## #HandInHealth Sweepstakes Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

**1. Eligibility.** #HandInHealth Sweepstakes (“Sweepstakes”) is open only to legal residents of the fifty United States, and the District of Columbia who are 18 years of age or older as of date of entry. Employees, officers, and directors of Partnership for Food Safety Education (PFSE) (“Sponsor”), its members, affiliates, advertising and promotional agencies, and prize suppliers, and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter. All federal, state and local laws and regulations apply.

**2. Agreement to Comply with Official Rules.** Participation in this Sweepstakes constitutes entrant’s full and unconditional agreement to these Official Rules and the Sponsor’s decisions, which are final and binding in all matters related to this Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein and winners are subject to the Official Rules of this Sweepstakes. In the event that any winner is found to be in violation of these Official Rules or is otherwise determined by Sponsor or its agents in their sole discretion to be ineligible, he/she may be required to forfeit the prize or to reimburse the Sponsor for the stated value of a prize if such a violation is found after costs have been incurred on behalf of a winner.

**3. Timing.** Sweepstakes entries will be accepted beginning on November 1, 2016 at 12:01am Eastern Time (ET) and ending on November 27, 2016 at 11:59pm ET (the “Sweepstakes Period”). Weekly winners will be selected on or about November 7, 2016, November 14, 2016, and November 21, 2016. Grand Prize winner will be selected on or about November 28, 2016. To be included in any prize drawing, entries must be received no later than 11:59pm ET on the day before the scheduled drawing.

**4. How to Enter.** To enter the Sweepstakes requires three steps:

- (a) First, create a unique and original depiction of a hand made to resemble a turkey; and
- (b) Second, snap a photograph of your creation (together with your entry information, your “Submission”);
- (c) Finally, upload your Submission via any method below, together with hashtags #HandInHealth and #Sweepstakes.

**5. Entry methods.** Entrants must have a valid Instagram, Twitter, or Facebook account in order to enter. All entries and Submissions must comply with all rules and technical requirements of the relevant social networking platform used for entry. There are three ways to enter your Submission:

(a) Instagram: To enter via Instagram, your personal Instagram account must be set to “public” for entry and notification purposes. To enter, upload your Submission via your personal Instagram® account together with hashtags #HandInHealth and #Sweepstakes;

(b) Twitter: To enter via Twitter, your personal Twitter account must be set to “public” for entry and notification purposes. To enter, tweet your Submission via your personal Twitter® account together with hashtags #HandInHealth and #Sweepstakes;

(c) Facebook: To enter via Facebook, visit the PFES Facebook page at <https://www.facebook.com/fightBAC> and look for posts that include the hashtag #HandInHealth and upload your Submission to the comments section of such PFSE’s Facebook posts.

Submissions must comply with the Guidelines and Restrictions defined below. Sponsor reserves the right to cancel or modify this Sweepstakes in the event it does not receive a sufficient number of properly and timely submitted entries. Winners will be selected at random, not via judging of Submissions.

Each Submission must depict a unique creation. By entering, each entrant warrants and represents the following with respect to entrant’s Submission: (a) entrant is the sole and exclusive owner of the Submission; (b) the Submission is entrant’s own creation; (c) the Submission will not infringe on any rights of any third parties; and (d) any third parties appearing in the Submission have given entrant appropriate consent to be depicted and used as permitted herein. Sponsor reserves the right to request third party releases from any third party included in any Submission at any time.

Failure to produce fully executed third party releases (if applicable) may result in disqualification of the Submission, in Sponsor's sole and absolute discretion.

To the extent permitted by applicable law, providing a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, on a worldwide basis, in perpetuity, and to incorporate it into other works, in any form, media or technology now known or later developed, in connection with the administration and promotion of this Sweepstakes.

All entrants must have a valid Instagram, Twitter or Facebook account and Instagram and Twitter accounts must be set to "public" for notification and entry purposes. No automated entry devices and/or programs permitted. Entries become the property of the Sponsor and will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Proof of submission will not be deemed to be proof of receipt by Sponsor.

**6. Submission Guidelines and Content Restrictions.** By entering, each entrant agrees that his or her Submission conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may remove any Submission and disqualify an entrant from the Sweepstakes if it believes, in its sole discretion, that the entrant's Submission fails to conform to the Guidelines and Restrictions.

#### **Submission Guidelines:**

- The Submission must meet the technical and other requirements of Instagram, Twitter or Facebook, as applicable.
- The Submission must depict some form of a hand - drawn, traced or the Sponsor's template – made to look like a turkey.
- The Submission must be consistent with the image and values of Sponsor and be consistent with and satisfy the purpose of the Sweepstakes.
- The entrant must have obtained any and all consents, approvals or licenses required for the Submission.
- The Submission may not contain any images of children, unless the entrant has obtained an appropriate release from the parent(s) or guardian(s).
- The entrant must be at least 18 years of age to submit an entry. Entrants under the age of 18 may be featured in the photo, but must have a parent or legal guardian submit the entry.

#### **Content Restrictions- Entries may NOT contain, as determined by Sponsor in its sole discretion, content that:**

- violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights;
- contains any visible logos, drawings, cartoons, phrases, trademarks or other third-party content or materials (but showing publicly displayed or publicly accessible Sponsor content, material, and products as described above is permitted);
- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media);
- disparages any person or entity, including without limitation Sponsor or any other person or party affiliated with the promotion and administration of this Sweepstakes;
- is inappropriate, sexually explicit, indecent, obscene, offensive, pornographic, profane, hateful, tortious, defamatory, slanderous or libelous;

- promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- promotes alcohol, illegal drugs, tobacco, gratuitous use of firearms/weapons (or the use of any of the foregoing) or a particular political agenda;
- is unlawful, in violation of or contrary to the laws or regulations of the United States or of any jurisdiction where Submission is created;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or violates any law.

Sponsor reserves the right to reject or remove any Submission, in its sole and absolute discretion, that it determines does not meet the above criteria.

Sponsor's decisions are final and binding in all matters relating to this Sweepstakes, including, but not limited to, interpretation and application of these Official Rules. By entering the Sweepstakes, entrants fully and unconditionally agree to be bound by these rules and the Sponsor's decisions, which will be final and binding in all matters relating to the Sweepstakes.

**7. Winner Selection.** On or about November 7, 2016, November 14, 2016 and November 21, 2016, or within a reasonable time thereafter, Sponsor will randomly select four (4) names from all timely and properly submitted entries. Subject to verification of eligibility, the persons whose names are so drawn will be declared the Weekly Prize winners. On November 28, 2016, or within a reasonable time thereafter, Sponsor will randomly select one (1) name from all timely and properly submitted entries. Subject to verification of eligibility, the person whose name is so drawn will be declared the Grand Prize winner.

**8. Prizes, Restrictions & Odds.** The following prizes are offered in this Sweepstakes:

- (a) Weekly Prizes (12): \$100 Publix® gift card. Approximate Retail Value ("ARV"): \$100.
- (b) Grand Prize (1) \$250 Publix® gift card. ARV: \$250.

Prize(s) is/are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. Prizes will be shipped to the entrant's provided residence address. No more than the stated number of prizes will be awarded. Odds of winning depend on the number of timely and properly submitted entries. Limit one prize per person or household.

**9. Notification.** Potential winner(s) will be notified via Instagram, Twitter or Facebook with a comment on his/her submission and/or Direct Message and required to respond to PFSE within three (3) days of notification by emailing [sfeist@fightbac.org](mailto:sfeist@fightbac.org). All potential winners will be required to sign and return, where legal, an Affidavit of Eligibility, Liability/Publicity Release and/or rights transfer document within three (3) days of prize notification. Additionally, potential winners may be required to submit releases from any and all third parties appearing in their respective Submissions. If any potential winner is considered a minor in his/her jurisdiction of residence, Liability/Publicity Release must be signed by his/her parent or legal guardian and such prize will be delivered to minor's parent/legal guardian and awarded in the name of parent/legal guardian. If potential winner cannot be contacted within three (3) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if potential winner rejects his/her prize or in the event of noncompliance with these Sweepstakes rules and requirements, such prize will be forfeited and Sponsor will select an alternate winner at random. Alternate winners are subject to all eligibility requirements of these Official Rules.

**10. Conditions.** Submissions may be cropped, edited, reformatted, rearranged, combined with other materials and/or otherwise modified, in Sponsor's sole and absolute discretion. Participation in the Sweepstakes and/or acceptance of a prize constitutes winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information, Submission and/or any statements made by winner regarding the Sweepstakes or Sponsor for advertising and promotional purposes, without notice or additional compensation, except where prohibited by law. By participating, entrants and winners agree to release and hold

harmless Sponsor, its advertising and promotion agencies, prize suppliers, and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors, (collectively, "Released Entities") from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever, including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for or participation in Sweepstakes, or possession, acceptance and/or use or misuse of prize, or participation in any Sweepstakes-related activity and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action. Entrants who do not comply with these Official Rules or who attempt to interfere with this Sweepstakes in any way shall be disqualified. Sponsor is not responsible if Sweepstakes cannot take place or if prize cannot be awarded due to acts of God, acts of war, natural disasters, weather or acts of terrorism or any other cause beyond Sponsor's reasonable control.

**11. Disputes; Governing Law.** The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Sweepstakes. Any controversy or claim arising out of or relating to these Official Rules and/or the Sweepstakes shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. Additionally, entrants agree that this is the sole method for dispute resolution and agree not to resort to any form of class action. The arbitration shall be conducted in Arlington County, Virginia before a single arbitrator.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF ARLINGTON COUNTY, VIRGINIA WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Sweepstakes, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in Arlington County, Virginia. The parties agree not to raise the defense of forum non conveniens.

**12. List of Winners.** To obtain a list of winners, send a self-addressed, stamped envelope by December 7, 2016 to: The Partnership for Food Safety Education, Attn: #HandInHealth, 2345 Crystal Drive, #800, Arlington, VA 22202.

**13. Sponsor.** The Partnership for Food Safety Education, 2345 Crystal Drive, #800, Arlington, VA 22202. By entering this Sweepstakes, you acknowledge that THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, INSTAGRAM, TWITTER, FACEBOOK, ANY OTHER SOCIAL MEDIA ENTITY OR ANY ENTITY OTHER THAN PFSE. YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND YOU AGREE TO A COMPLETE RELEASE OF ANY OTHER ENTITY INVOLVED IN THE ENTRY OF YOUR SUBMISSION.