

Pumpkin Masters Carving Contest 2019 OFFICIAL TERMS & CONDITIONS

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE DOES NOT INCREASE CHANCE OF WINNING

1. CONTEST PERIOD:

The Pumpkin Masters 2019 Pumpkin Carving Contest (the "Contest") entry period begins at 6:00 A.M. EDT on October 1, 2019 and ends at 11:59 P.M. EDT on November 2, 2019 (the "Entry Period"). The Contest voting period begins at 6:00 A.M. EDT on October 1, 2019 and ends at 11:59 P.M. EDT on November 5, 2019 (the "Voting Period"). The Contest judging period begins on November 5, 2019 and ends on November 19, 2019 ("The Judging Period"). Contest winners will be announced on November 23, 2019 on Pumpkin Masters' Facebook account.

2. ELIGIBILITY:

This promotion is open to residents of the United States and Canada who are at least eighteen (18) years of age at the time of entry. Void in Guam, the U.S. Virgin Islands, Puerto Rico, Quebec, and where prohibited or restricted by law. Entrants must be the rightful owner of the submission or must have the rights, title, and interest necessary to utilize the submission for the Contest in compliance with these Official Rules. Officers, directors, employees, agents, and representatives of Signature Brands, LLC (the "Sponsor") and its promotional partners and their respective parents, affiliates and subsidiaries, participating advertising and promotion agencies (and members of their immediate families and/or those living in the same of household of each such employee) may participate in the Contest but are not eligible win any prizes. Winners of the Pumpkin Masters Pumpkin Carving Contest in the past two years may participate in the Contest but are not eligible win any prizes.

3. HOW IT WORKS:

During the Entry Period, entrants may submit up to five (5) images of carved pumpkins via the Pumpkin Masters Facebook page or via Instagram by posting a public photo using the hashtag #PumpkinMasters2019. In order to enter the Contest entrants submitting via Facebook must follow PUMPKINMASTERS and entrants submitting via Instagram must follow @PUMPKINMASTERS. Failure to follow will result in automatic disqualification. Please see the Selection Criteria below. This Contest is not sponsored, endorsed, or administered by Facebook. In order to enter the Contest via Facebook, participants must have a Facebook account, which is available free of charge at www.facebook.com, and must comply with the rules and requirements of Facebook, which are available at <https://www.facebook.com/legal/terms>. This Contest is not sponsored, endorsed, or administered by Instagram. In order to enter the Contest via Instagram, participants must have an Instagram account, which is available free of charge at www.instagram.com, and must comply with the rules and requirements of Instagram, which are available at <http://instagram.com/about/legal/terms/>. During The Voting Period, entrants may vote on one (1) entry per day. Voting is limited to no more than twenty (20) votes per direct network server per day. All submissions become the sole property of the Sponsor and will not be returned. All submissions must be received by 11:59 P.M. EDT on November 3, 2019. All entries are deemed public and all entrants agree that Sponsor may post the names of the winners on Sponsor's website and Facebook, Instagram, and Twitter accounts.

4. SELECTION CRITERIA:

During the Voting Period, one (1) Fan Favorite winner and one (1) Fan Favorite Runner Up winner will be selected each week on the following dates: October 8, 2019, October 15, 2019, October 22, 2019, October 29, 2019 and November 5, 2019. Fan Favorite winners will be determined by the entry with the highest number of votes at the time awarded and Fan Favorite Runner Up winners will be determined by the entry with the second highest number of votes at the time awarded. An entry may win the Fan Favorite award only once and the Fan Favorite Runner Up award only once.

During the Judging Period, one (1) Grand Prize winner will be selected by the judging panel at the discretion of the Sponsor based on the Criteria for the Pumpkin Masters selected Grand Prize winner; one (1) Runner Up winner will be selected by the judging panel at the discretion of the Sponsor based on the Criteria for the Pumpkin Masters selected Runner Up winner; and five (5) Random winners will be randomly selected from all entrants. Fan Favorite winners and Fan Favorite Runner Up winners may be the Grand Prize winner or the Runner Up winner. The Grand Prize winner may

not be the Runner Up winner, too. The Grand Prize winner and/or the Runner Up winner may not be a Random winner, too.

All Contest entries must meet the Submission Content Guidelines outlined by the Sponsor in order to be selected as winners. The Sponsor has the sole discretion to determine whether the winners meet the Submission Content Guidelines outlined below. All photos will be uploaded to Pumpkin Master's Facebook page. Odds of winning depend on the number of Contest submissions.

5. THE PRIZES:

One (1) Pumpkin Masters selected Grand Prize winner will receive \$5,000.

One (1) Pumpkin Masters selected Runner Up winner will receive \$2,500.

Five (5) Pumpkin Masters selected Random winners will receive \$500.

Five (5) Fan Favorite winners will receive a prize package of Pumpkin Masters products.

Five (5) Fan Favorite Runner Up winners will receive a prize package of Pumpkin Masters products.

Each potential winner will be notified only by a posting on Pumpkin Masters' Facebook page and Instagram feed, and shall be required to respond to the notification within forty-eight (48) hours of the posting. Failure to respond to the posting within forty-eight (48) hours may result in forfeiture of the applicable prize. Each potential winner that is notified by a posting on Pumpkin Masters' Facebook page and Instagram feed must correctly answer a mathematics based skills question in order to claim a prize. Failure to correctly answer the skills question shall result in forfeiture of the applicable prize. If the applicable prize goes unclaimed or a potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the applicable prize for any reason prior to its award, such potential winner will be disqualified and an alternate winner may be selected, at the sole discretion of the Sponsor. Potential winners (or his or her parent or legal guardian if the entry has been submitted on behalf of a minor) will be required to verify his or her address and to execute and return an affidavit of eligibility, a liability release, and (where imposing such condition is permitted by law) a publicity release, and other prize releases (collectively, the "Prize Claim Documents") covering eligibility, liability, advertising, publicity and media appearance issues. A prize will not be awarded/fulfilled until all such properly executed documents are returned. Sponsor, in its sole discretion, will attempt to post up to three (3) potential winners of each prize in accordance with the above procedure, after which a prize may go unawarded if it remains unclaimed. Sponsor reserves the right to disqualify anyone not fully complying with the Official Rules. The approximate value of each monetary prize is the face value of the prize. The approximate value of each prize package of Pumpkin Masters products is \$30. **ALL TAXES ARE THE SOLE RESPONSIBILITY OF EACH WINNER.** Any expenses incurred, whether or not specified herein are the responsibility of the winner. All prizes are awarded without warranty, express or implied, of any kind.

6. SUBMISSION CONTENT GUIDELINES:

Submissions may not contain, as determined by the Sponsor, in its sole discretion, any content that: is sexually explicit or suggestive; is unnecessarily violent or derogatory of any ethnic, racial, gender, religious, profession, or age group; is profane; promotes alcohol, illegal drugs, tobacco, or firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous, or promotes any particular political agenda or message; is obscene or offensive; endorses any form of hate or hate group; appears to duplicate any other submitted submission; contains any personal identification, such as license plate numbers, e-mail addresses, or street addresses; contains copyrighted materials owned by others or any trademarks, names, or logos owned by others; communicates messages inconsistent with the positive images and/or goodwill with which Sponsor wishes to associate; and/or violates any law.

Any submissions that do not comply with these Official Rules or that otherwise contain prohibited or inappropriate content deemed unacceptable by the Sponsor, in its sole discretion, will be disqualified and will not be published. The Sponsor makes the final determination as to which submissions are eligible to take part in this promotion. The Sponsor reserves the right to modify the criteria, dates, and guidelines of the Contest at any time.

All submissions become the sole property of Sponsor and will not be returned. By submitting your submission, you grant the Sponsor full and unlimited ownership and usage rights to your submission, in whole or in part, in any manner or medium, including the unlimited right to display, reproduce, record, exhibit, distribute, copy, edit, change, modify, add to, subtract from, and re-title the submission.

7. GENERAL CONDITIONS/CONDUCT:

By participating, entrants agree to these Official Rules and to the Instagram and Facebook terms and conditions which are final and binding in all respects. Void wherever prohibited or restricted by law. Failure to comply with these Official Rules may result in disqualification. If for any reason this promotion is not capable of running as planned due to causes that affect the administration, security, fairness, integrity, or proper conduct of the promotion, Sponsor reserves the right, at its sole discretion, to cancel, modify, or terminate the Contest without awarding any of the prizes.

The Sponsor is not responsible for the functionality of the Pumpkin Masters Facebook page. No assurances are given with respect to the capacity, speed, or other qualities of the Pumpkin Masters Facebook page or the internet. Further, Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be: (a) tampering or attempting to tamper with the selection process or the operation of the Contest; (b) violating the Official Rules; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any property or service; (d) acting in an unsportsmanlike or disruptive manner; or (e) attempting to gain votes by utilizing sites, groups, or other organizations designed to encourage voting.

This Contest is governed by and subject to the laws of the State of California. All applicable federal, state, and local laws and regulations apply. The Sponsor is not responsible for any typographical or other errors in the printing of the offer, administration of the Contest or the announcement of a prize, or for lost, late, misdirected, damaged, incomplete, or illegal entries. By entering or participating in this Contest, entrants waive the right to claim any ambiguity or error in the Official Rules or in the Contest itself. If any provision of these Official Rules is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions. Headings and captions are used in these Official Rules solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE SPONSOR WEBSITES OR ITS SOCIAL MEDIA PAGES OR POSTS OR FEEDS OR ANY OTHER WEBSITE ASSOCIATED WITH THE CONTEST OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

8. LIMITATIONS OF LIABILITY/RELEASE:

Signature Brands, LLC, Facebook, and Instagram assume no responsibility or liability for: (a) any incorrect submission information or content, or any failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of submissions at any point in the operation of this Contest; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure; or (d) any inaccessibility or unavailability of the Internet, the Pumpkin Masters Facebook page, or of any website or any combination thereof. IN NO EVENT WILL ANY OF THESE ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (including loss of use, data, business, or profits), ARISING OUT OF OR IN CONNECTION WITH THE CONTEST.

9. WINNER'S LIST: To request a list of winner(s), after November 24th, 2018, send a request and a separate self-addressed, stamped envelope to Signature Brands LLC, 808 SW 12th Street, Ocala, FL 34471-3140.

10. SPONSOR:

The Sponsor of this Promotion is Signature Brands, LLC, 808 SW 12th Street, Ocala, FL 34471-3140, on behalf of its Pumpkin Masters brand.