

Peri & Sons Farms “PINK” Breast Cancer Research Promotion

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. Eligibility: This Campaign is open only to those who sign up at the PSFPinkPromo.com site and who are 18 years of age as of the date of entry. The Campaign is only open to legal residents of the continental United States and it is void where prohibited by law.

The following are not eligible to participate in the Campaign: Employees or members and immediate families of Peri & Sons Farms, Inc., Peri & Sons Farms of California, LLC, David Peri Family Farms LLC, Prime West Construction LLC and Nevada Fresh Pak LLC. Members; employees, and immediate families* of the Contest judging panels; employees and immediate families of any company involved with the design, production, execution, or distribution of the Contest; immediate families include spouses, parents, children, or any other household member

2. Agreement to Rules: By participating, the Contestant (“You”) agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Peri & Sons Farms as final and binding as it relates to the content of this Campaign

3. Campaign Period: Entries will be accepted online for the period of time noted on the entry form page.

4. In this promotion, Peri & Sons Farms is giving away a free “I PINK I Can” promotional magnet to the first 2,500 people that complete the online Breast Cancer Charity voter form. All contestant votes will be counted toward the selection on the Peri & Sons Farms annual charity award.

5. How to Enter: The Campaign must be entered by submitting an entry using the online form provided at https://periandsons.com/giving_back/choose-our-charity.php. The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Peri & Sons Farms. Optional verbiage to include: You may enter only once. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Peri & Sons Farms

6. Rights Granted by You: By entering this contest (e.g., photo, video, text, etc.), You understand and agree that Peri & Sons Farms, anyone acting on behalf of Peri & Sons Farms, and Peri & Sons Farms’ licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent.

For Contest Submissions (when/if they occur): By entering this contest, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property

right of another, You will be disqualified at the sole discretion of Peri & Sons Farms. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Peri & Sons Farms from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Peri & Sons Farms may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

7. Terms & Conditions: Peri & Sons Farms reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Peri & Sons Farms'; control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Peri & Sons Farms may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Peri & Sons Farms. Peri & Sons Farms reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. Peri & Sons Farms has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, Peri & Sons Farms reserves the right to seek damages to the fullest extent permitted by law.

8. Limitation of Liability: By entering, You agree to release and hold harmless Peri & Sons Farms and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

9. Disputes: THIS Campaign IS GOVERNED BY THE LAWS OF [your country] AND [your state/province], WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in [your state/province] having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased

10. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Peri & Sons Farms website.

11. The Campaign hosted by Peri & Sons Farms is in no way sponsored, endorsed, administered by, or associated with Facebook.

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