

“Team Potato Rock N’ Roll Las Vegas” Sweepstakes (the “Sweepstakes”)

Official Rules

No Purchase or Obligation Necessary to Enter or Claim a Prize. A purchase will not increase your chances of winning.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with any social media site including Facebook or Instagram. Any information provided is being provided to the Sponsor and not to Facebook or Instagram or any social media site.

SWEEPSTAKES DATES:

The Sweepstakes begins on September 2, 2019 at 9:00:00 AM Eastern Time (“ET”) and ends on October 25, 2019 at 11:59:59 PM ET (the “Sweepstakes Period”). For purposes of this Sweepstakes, a “day” is defined as a 24-hour period, beginning at 12:00:00 AM ET and ending at 11:59:59 PM ET except for the first day of the Sweepstakes where a day is defined as beginning at 9:00:00 AM ET and ending at 11:59:59 PM PT. The Sponsor’s computer, or that of its designee, runs the official clock for the Sweepstakes and will solely determine the time by which an entry is received.

ELIGIBILITY:

Sweepstakes is open to legal residents of the fifty (50) United States or the District of Columbia who are eighteen (18) years of age or older at time of entry, and have an active Facebook or Instagram Account (“Account”) (“you” or the “Entrant(s)” or “Participant(s)”). Employees of Potatoes USA (the “Sponsor”), and its respective parent company, related subsidiaries and affiliated companies, prize suppliers, and advertising and promotion agencies including Sterling-Rice Group and Marden-Kane, Inc (the “Administrator”), and each of their respective agents, representatives, officers, directors, shareholders, and employees, and the immediate families (spouse, and parents, children and siblings, and their respective spouses regardless of where they live) (collectively “Releasees”), and individuals living in the same households, whether related or not, of the above, are not eligible to enter or win a prize. Each Entrant by participating in the Sweepstakes agrees to be bound by the Official Rules and that of the Sponsor’s decisions. Void outside of the United States and where prohibited or restricted by law. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

HOW TO ENTER:

To enter the Sweepstakes, you’ll first need to become a registered user of www.Facebook.com or www.Instagram.com or log into your Facebook or Instagram account. If using Instagram, your account must be set to “public” (not required for Facebook). If you do not have an account, go to www.Facebook.com or www.Instagram.com to create one. Facebook and Instagram accounts are free. Data and usage rates may apply to the download and use of a Facebook or Instagram application. By submitting your information and creating a Facebook or Instagram account, you agree to the Facebook or Instagram Terms of Use and Privacy Notice. If you do not agree to such Terms of Use and Privacy Notice, you cannot create a Facebook or Instagram account, or participate in this Sweepstakes. You can return your Instagram account to “private” any time after the winner announcement.

TO ENTER:

Facebook Entry Requirements:

1. Facebook account is not required to be set to public.
2. Comment on the PotatoesFuelPerformance Facebook post that will be pinned to the top of the Potatoes USA feed throughout the duration of the Sweepstakes telling us with a photo or video how you use potatoes for your athletic performance and include the hashtag #TeamPotato and #Sweepstakes in your comment.

Instagram Entry Requirements:

1. Your Instagram account setting must have the “Private Account Setting” turned off.
2. Post a photo or video showing how you use potatoes for your athletic performance and include the hashtag #TeamPotato and #Sweepstakes and tag @PotatoesFuelPerformance.

If you choose to enter using your mobile device, standard data fees may apply. You should consult your wireless service provider’s pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier. You should also check your device’s features for capabilities and check the device manual for specific use instructions.

Limit: One (1) entry per person per account via each method of entry (Facebook and Instagram) per day for a maximum total of two (2) entries per day per Entrant. Entries received in excess of the entry limit stated herein will be disqualified. By submitting an entry, Entrant agrees to comply with the Sweepstakes Official Rules. Entries may only be submitted by a single Entrant. Entries that do not comply with these Official Rules, as determined in Sponsor and/or Administrator's sole discretion, will be disqualified from the Sweepstakes. Decisions of the Sponsor and/or Administrator are final and binding. Use of any automated system to participate is prohibited and will result in disqualification. Multiple Entrants are not permitted to share the same Facebook accounts. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different Facebook and/or Instagram accounts, identities, registrations and logins, or any other methods will void that Entrant's entries and that Entrant may be disqualified.

Entry Content Guidelines:

- Entry must be in English.
- Incomplete or inaccurate Entries are void. By entering, Entrants acknowledge compliance with these Official Rules, including all eligibility requirements.
- Entry must be in keeping with Sponsor's image and may not be obscene, indecent or otherwise offensive, as determined by judges or Sponsor at their sole discretion, nor can the Entry defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights, including but not limited to intellectual property rights, and the right to submit or use same shall not be restricted.
- Content cannot promote any activities that may appear unsafe or dangerous.
- Content cannot endorse any form of hate or hate group.
- Content cannot defame, misrepresent or contain disparaging remarks about any person or entity, including but not limited to the Sponsor or its affiliates or their products or services, as determined in the sole discretion of the Sponsor.
- Content cannot contain any material that may, in the sole judgment of Sponsor, infringe on the intellectual property rights of any third party, including but not limited to, copyrights or trademarks owned by others.
- Content cannot advertise or promote any third party brand or product of any kind or contain any personal identification, including, but not limited to: license plate numbers, personal names, e-mail addresses, phone numbers, or street addresses.
- Content cannot contain materials embodying the names or other indicia of, or identifying any person, living or dead (other than yourself), unless appropriate permission and releases have been obtained for your use of such material in your Entry.
- Content cannot communicate messages inconsistent with the messages, policies, and/or goodwill with which the Sponsor wishes to associate, as determined in the sole discretion of the Sponsor.
- Content cannot be in violation of any applicable federal, state, and/or local laws, rules, and regulations.

If the Sponsor determines in its sole discretion that the content of the Entry is obscene, offensive, inappropriate, or unacceptable for any reason, the Entry will not be eligible for any prize consideration and may be withdrawn without notice from the Sweepstakes at any time at the sole discretion of the Sponsor and/or Administrator. By submitting an Entry and using the hashtag(s), Entrant acknowledges that he/she read, understands and agrees to the Official Rules. Entries may only be submitted by a single Entrant. Entries that do not comply with these Official Rules, as determined in Sponsor and/or Administrator's sole discretion, will be disqualified from the Sweepstakes.

The person submitting the Entry must be the authorized account holder of such Facebook and/or Instagram account, otherwise the Entry may be deemed void. In the event of a dispute over the identity of a potential winner, the Entry will be declared made by the authorized holder of the Facebook and/or Instagram account used for entry, and potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such Facebook and/or Instagram account. It is the sole responsibility of the Entrant to notify the Sponsor in writing if the Entrant changes his or her Facebook and/or Instagram account during the Sweepstakes Period. Proof of submission of entry does not constitute proof of delivery of entry. All Entries become the property of Sponsor.

RANDOM DRAWING:

On or about October 28, 2019 a random drawing from among all eligible entries received will be conducted by Marden-Kane, Inc., an independent judging organization. Decisions of the Sponsor/Administrator will be final and binding on all matters relating to this Sweepstakes.

PRIZE:

One (1) Grand prize winner: a three (3) day / two (2) night trip for the winner and one (1) guest to the Rock and Roll Marathon in Las Vegas in November 15, 2019. Trip will consist of:

- round-trip coach-class air transportation for the winner and the guest between the major airport nearest to the winner's home to Las Vegas, NV;

- two (2) nights hotel accommodations (one standard room, double occupancy; room rate and taxes only); and
- one (1) entry ticket for the winner only into the Rock and Roll Marathon race.

Approximate Retail Value ("ARV") of the prize: \$2,500.00.

The odds of winning a prize depend upon the total number of eligible entries received. Prize is awarded "as is" with no warranty or guarantee, either express or implied. Prizes may not be substituted, assigned or transferred or redeemed for cash, except Sponsor reserves the right to substitute a prize of equal or greater value. Winner is responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. All prize details are at Sponsor's sole discretion. Only the advertised number of prizes and those claimed in accordance with these Official Rules will be awarded.

Additional conditions of Grand Prize trips:

- Winner and guests must complete a Travel Release Form
- The Grand Prize will be forfeited if:
 - If winner is not available to travel on or attend the event on the dates specified by Sponsor currently planned for November 15, 2019.
 - The proper travel documents are not obtained by the winner by the date specified by Sponsor.
- Ground transportation to/from winner's home/departure airport and while in Las Vegas, NV is **NOT included** in the prize and is the responsibility of the winner.
- Winner and guests' must possess and are responsible for obtaining and must have valid ID or other required documentation for travel.
- Guest travelling with winner must be 18 years of age or older at time of travel unless guest is a child or legal ward of the winner.
- Winner and guest are responsible for obtaining any travel insurance (and all other forms of insurance) that they may wish to obtain at their own expense and hereby acknowledges that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance.
- Winner is bound by the terms and conditions of all airlines, hotels and other third party service providers used in connection with the Prize.
- Sponsor is not responsible if tickets, travel vouchers, certificates or other similar items are lost, stolen, or misplaced by Winner and will not be replaced or if booked transportations are missed for any reason.
- The Grand Prize does not include any other incidentals not mentioned in these Official Rules such as, but not limited to, ground transportation, baggage fees, alcoholic beverages, food, gratuities and tips, insurance, laundry service, merchandise, parking, room service, service charges, souvenirs and telephone calls. All other expenses not stated herein as part of the prize are the winner's sole responsibility.
- Actual value of the trip depends on winner's residence or departure city. Specifics of prize package are subject to availability and Sponsor's sole discretion. Complete terms and conditions of trip will be furnished with prize notification. Other restrictions may apply.
- Airline tickets issued in conjunction with the prize are not eligible for frequent flyer miles, and no code share flights may be used. The prize cannot be used in conjunction with any other promotion or offer. The Winner or the Guest must provide the hotel with a valid credit card for incidentals (including room service, mini-bar and pay-per-view television) and/or damages to the hotel room.
- If a Grand Prize winner lives within a 150 mile radius of Las Vegas, NV ground transportation may be provided by Sponsor in lieu of air transportation and no compensation or substitution will be provided for difference in prize value.
- Sponsor and/or race event venue staff have the right to remove or to deny entry to the winner and/or his/her guest(s) who engage(s) in a non-sportsmanlike or disruptive manner, be intoxicated, be a safety risk, or with intent to annoy, abuse, threaten or harass any other person at the event.
- In the event that race has to cancel for any reason whatsoever, in whole or in part, including but not limited to cancellations, postponements, an event of force majeure, or for any other reason, then the remaining components of the Prize shall constitute full satisfaction of Sponsor's prize obligation to the prize winner and his/her guest/travel companion(s), and no other or additional compensation will be awarded. Terms and conditions of the race ticket awarded my govern in the event that the race is cancelled.
- Grand Prize winner will not receive cash or any other form of compensation if actual travel costs are less than the estimate made in these Official Rules.
- Winner and guest(s) must travel together on the same travel itinerary and booked flights.

WINNER NOTIFICATION:

The Potential Winner will be notified on or about two (2) business days after the drawing date. Entrants must follow Potatoes USA on the social media platform which they used to enter the Sweepstakes (Facebook and/or Instagram) in order to be notified if they are selected as a winner. Notification will occur by either 1) Facebook Notification: either a

private message from @PotatoesFuelPerformance to the potential winner's Facebook account or by reply from @PotatoesFuelPerformance to the potential winner's comment or 2) Instagram Notification: either a private message to the potential winner's Instagram account or by reply from @PotatoesFuelPerformance to the potential winner's Instagram comment. The potential winner will be required to respond to the direction in the message within twenty-four (24) hours with full contact information. Potential winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Potential Winner will be required to complete and sign [1] an Affidavit of Eligibility and Liability Release and; where legal, a Publicity Release (collectively the "Affidavit"); [2] an IRS Form W-9 and furnish his/her social security number that will be used only for the purpose of reporting the Winner's prize earnings to the Internal Revenue Service, as required by law, [3] a Travel Information Form; and [4] a Travel Release form which must be completed by both the winner and his/her guest. Potential Winner must return completed form(s) within three (3) days of the date on the notification or the prize will be forfeited and may be awarded to an alternate potential Winner (time permitting). Failure to timely return any documents requested, return of prize notification as undeliverable, or noncompliance with these Official Rules will result in such potential Winner being disqualified. Sponsor shall have no further obligation to that potential Winner (time permitting). If (i) a potential winner cannot be contacted after a reasonable attempt has been made by Administrator (as determined in Sponsor's sole discretion); (ii) a potential winner refuses the prize; and/or (iii) the prize or prize notification is rejected or returned as undeliverable, such potential winner forfeits all rights to be deemed a winner in the Sweepstakes and receive the prize, and that potential prize winner will be disqualified and an alternate winner may be selected through a random drawing by the Administrator from the remaining entries. Prizes must be accepted as awarded. Winner is responsible for any tax liability related to participating in this Sweepstakes and should consult their tax advisor if they have any questions.

Decisions of the Sponsor/Administrator will be final and binding on all matters relating to this Sweepstakes. Except where prohibited by law, potential winner's entry and acceptance of a prize constitutes the potential winner's irrevocable, sub-licensable, absolute right and permission for the Sponsor and its designees to use, publish, post or display the potential winner's name, entry submission, statements, biographical information, voice, city and state address, any quotes attributable to him or her, photographs/likenesses and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in Sponsor's sole discretion) for any purpose, including but not limited to advertising and promotional purposes for this and similar promotions, worldwide, and in perpetuity, in any and all forms of media, now known or hereafter devised (including and without limitation, the Internet) without additional authorization, opportunity to review, approval, notification or compensation and each potential winner releases Releasees from any and all liability related thereto. In no event will more Sweepstakes prizes be awarded than those listed in these Official Rules.

GENERAL CONDITIONS:

By accepting a prize, Winner consents to the use of his/her name, city/state of residence, photograph, visual and/or audio likeness for advertising or promotional purposes by Sponsor, and its designees, including but not limited to the posting of Winner's name on the Sponsor's website, in a Winners List or other online announcements, without additional compensation, permission or notification except where prohibited by law. U.S. law governs this Promotion. Notice to online Entrants: Internet access and usage charges applicable to an Entrant's account, including access charges and/or any usage charges applicable under Entrant's Internet pricing plan and any applicable taxes will continue to apply while an Entrant is online in connection with this Promotion, and will be the sole responsibility of such Entrant. Prizes are awarded "as is" with no warranty or guarantee, either express or implied by the Sponsor.

LIMITATION OF LIABILITY AND RELEASE OF CLAIMS:

By participating in the Sweepstakes, Entrants agree to release, indemnify and hold harmless Releasees, Facebook and Instagram and each of their respective agents, representatives, officers, directors, shareholders and employees from and against any injuries, losses, damages, claims, actions and any liability of any kind resulting from or arising from participation in the Sweepstakes or acceptance, possession, use, misuse or nonuse of the prize (including any travel or travel-related activity thereto) that may be awarded. This Sweepstakes and these Official Rules shall be interpreted in accordance with the laws of the State of Colorado without regard to its principles of conflicts of law. Jurisdiction and venue shall be solely within the State of Colorado. Releasees are not responsible for technical, computer, mechanical, printing, typographical, human or other errors relating to or in connection with the Sweepstakes, including, without limitation, errors which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prizes or in any Sweepstakes related materials; or for stolen, lost, late, misdirected, damaged, incomplete, inaccurate, undelivered, delayed or illegible entries or; for electronic, computer, or telephonic malfunction or error, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including computer, telephone, paper transfer, or process any transaction thereon. If in the Sponsor's opinion, for any reason this Sweepstakes is not capable of running as planned, or there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if computer viruses, 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, the Sponsors reserve the right at their sole discretion to disqualify any individual (and

void his/her entry and/or prevent him/her from future participation) who tampers with the entry process and/or who is acting in violation of these Official Rules, to modify or suspend the Sweepstakes, or to terminate the Sweepstakes and at Sponsor's discretion conduct the judging to award the prize using all eligible non suspect transactions and entries received as of the termination date. As a condition of entering the Sweepstakes, Entrants agree that: a.) under no circumstances will Entrants be permitted to obtain awards for, and Entrants hereby waives all rights to claim, indirect, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; b.) all causes of action arising out of or connected with this Sweepstakes, or the prizes awarded, shall be resolved individually, without resort to any form of class action; and c.) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, if any, but in no event shall Entrant be entitled to receive attorneys' fees or other legal costs, and in no event to exceed two hundred fifty dollars (\$250). Sponsor reserves the right to modify prize award procedures at their discretion. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision.

PRIVACY:

Information collected from Entrants is used only for the purpose of awarding prizes, operating the Sweepstakes consistent with the Official Rules and to notify Winners, and will not be re-used, sold or shared in any manner by Sponsor or any third parties unless Entrant has opted-in to receive additional information and promotional material from Sponsor or a third party. Once the Sweepstakes, including any known or unknown extensions of the Sweepstakes, has ended, all information supplied by Entrants will be removed from the database.

WHO WON:

To request the winner name, send an e-mail with subject line: "Team Potato Rock N' Roll Las Vegas" Sweepstakes to winners@mkpromosource.com. Requests must be received no later than October 31, 2019. The list will be sent when the drawing has been conducted and the winner verified.

SPONSOR:

Potatoes USA, 4949 S. Syracuse St., Denver, CO 80237.

Sweepstakes Administrator: Marden-Kane, Inc., 575 Underhill Blvd., Suite 222, Syosset, NY 11791-3416.

This Sweepstakes is in no way sponsored, administered, executed or produced by Rock and Roll Marathon.

This promotion is in no way sponsored, endorsed or administered by, or associated with any social media site, including Facebook and Instagram. You understand that you are providing your information to Potatoes USA, and not to Facebook or Instagram or any other social media site. The information you provide will only be used for verification of your eligibility to participate in the promotion. Any questions, comments or complaints regarding the Sweepstakes are to be directed to Potatoes USA at the address above and not to or Facebook or any other social media site.

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