

Client: Sterling-Rice Group / Potatoes USA
Project: Team Potato Nutrition Influencer
Date: December 3, 2019
Item: Rules v4

“Team Potato Nutrition Influencer” 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, Instagram and/or Twitter. 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 December 8, 2019 at 9:00:00 AM Eastern Time (“ET”) and ends on February 15, 2020 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, Instagram, or Twitter 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, Marden-Kane, Inc., 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, www.Instagram.com or www.twitter.com log into your Facebook, Instagram or Twitter 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, www.Instagram.com or www.Twitter.com to create one. Facebook, Instagram and Twitter accounts are free. Data and usage rates may apply to the download and use of a Facebook, Instagram or Twitter application. By submitting your information and creating a Facebook, Instagram or Twitter account, you agree to the Facebook, Instagram or Twitter Terms of Use and Privacy Notice. If you do not agree to such Terms of Use and Privacy Notice, you cannot create a Facebook, Instagram or Twitter 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 along with posting a picture on the Potatoes Fuel Performance Facebook post that will be pinned to the top of the Potatoes Fuel Performance USA feed throughout the duration of the Sweepstakes telling us how you use potatoes for your athletic performance and include the hashtags #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 along with a description to show how you use potatoes for your athletic performance and include the hashtags #TeamPotato and #Sweepstakes and tag @PotatoesFuelPerformance.

Twitter Entry Requirements:

1. Your Twitter account setting must have the "Private Account Setting" turned off.
2. Post a photo or video along with a description to show how you use potatoes for your athletic performance and include the hashtag #TeamPotato and #Sweepstakes and tag @PotatoesFuelYou.

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, Instagram and Twitter) per day for a maximum total of three (3) 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 and/or Twitter 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, Instagram and/or Twitter 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, Instagram and/or Twitter 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, Instagram and/or Twitter account. It is the sole responsibility of the Entrant to notify the Sponsor

in writing if the Entrant changes his or her Facebook, Instagram and/or Twitter 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 February 20, 2020 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 personalized nutrition program from Jim White which includes the following:

- Assessment and Consultation (2 sessions via a video chat or phone call on dates and times to be determined by Jim White)
- Nutrition Education
- Supplement Review
- Meal Plan
- Virtual Measurements
- Follow Ups (2 sessions via a video chat or phone call on dates and times to be determined by Jim White)

Approximate Retail Value ("ARV") of the prize: \$499.00.

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.

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, Instagram and/or Twitter) 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 or 3) Twitter Notification: either a private message to the potential winner's Twitter account or by reply from @PotatoesFuelYou to the potential winner's Twitter 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 an Affidavit of Eligibility and Liability Release and; where legal, a Publicity Release (collectively the "Affidavit"). Potential Winner must return completed form 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. 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. 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, Instagram and Twitter 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 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 Nutrition Influencer" Sweepstakes to winners@mkpromosource.com. Requests must be received no later than March 17, 2020. 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 Jim White.

This promotion is in no way sponsored, endorsed or administered by, or associated with any social media site, including Facebook, Instagram and Twitter. You understand that you are providing your information to Potatoes USA, and not to

Facebook, Instagram or Twitter 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 Facebook, Instagram or Twitter or any other social media site.

© 2019 Marden-Kane, Inc. All rights reserved. These Official Rules may not be copied, edited, or used for any other purpose, commercial or otherwise, without the express written consent of Marden-Kane, Inc.