

Official Rules

National Watermelon Promotion Board

#WatermelonForHealth Facebook and Instagram Sweepstakes

Official Rules, Terms and Conditions

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

The #WatermelonForHealth Facebook and Instagram Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Facebook or Instagram.

Eligibility: Participation in the #WatermelonForHealth Facebook and Instagram Sweepstakes (“Sweepstakes”) is open only to legal residents of the fifty United States who are 18 years of age or older as of date of entry. Employees, officers, and directors of National Watermelon Promotion Board (“Sponsor”), its partners, members, affiliates, advertising and promotional agencies, 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.

How to Enter the Sweepstakes: The #WatermelonForHealth Facebook and Instagram Sweepstakes (“Sweepstakes”) will begin on Monday, October 3, 2016 at approximately 10:00 a.m. Eastern Time (“ET”) and end on Friday, October 28 at 1:00 p.m. ET.

Odds of winning depend upon the number of eligible entries received. To be eligible, entries must be received no later than 1:00 p.m. ET each Friday during the promotional period.

To enter the weekly Sweepstakes on Instagram, entrants must tag a workout buddy (friend) in the comments of the Weekly Video Post on the National Watermelon Promotion Board’s [Instagram channel](#) (only one buddy per comment, but no limit on the number of comments).

To enter the weekly Sweepstakes on Facebook, entrants must comment with their workout buddy’s name in the comments of the Weekly Video Post on the National Watermelon Promotion Board’s [Facebook page](#) (only one buddy per comment, but no limit on the number of comments).

Weekly Video Posts will go live at approximately

Monday, October 3, 2016 at 10 a.m. ET

Tuesday, October 11, 2016 at 10 a.m. ET

Tuesday, October 18, 2016 at 10 a.m. ET

Monday, October 24, 2016 at 10 a.m. ET

Prizes: Eight (8) Winners Total: Four (4) Weekly Winners + Four (4) “Workout Buddies” will be chosen to win a Gym Bag (Estimated Retail Value: \$25) and Sports Bottle (Estimated Retail Value: \$25).

There is no substitution, transfer, or cash equivalent for prizes, except that Sponsor may, at its sole discretion, substitute prizes of comparable value or cash. The prize is expressly limited to the item(s) listed above and does not include taxes, gratuities or any other expenses. Prize winners are responsible for paying any necessary State or Federal taxes related to the prizes. Allow four (4) weeks for delivery.

Selection of Winners: Decisions of Sponsor with respect to the sweepstakes are final.

Winners may be required to sign and return to Sponsor an affidavit of eligibility and release of publicity/liability within the time Sponsor specifies or prize may be forfeited. In such circumstance, an alternative Winner may be selected via random drawing from all remaining eligible entries.

Weekly winners will be selected via random selection from all eligible entries (comments) received on both Facebook and Instagram, no later than 1:00 p.m. ET each Friday during the promotional period. Odds of winning depend upon the number of eligible entries received. Winners will be notified via comments by the following Monday.

Weekly deadlines:

Friday, October 7, 2016 at 1:00 p.m. ET

Friday, October 14, 2016 at 1:00 p.m. ET

Friday, October 21, 2016 at 1:00 p.m. ET

Friday, October 28, 2016 at 1:00 p.m. ET

Conditions:

Winner may be required to sign an affidavit of eligibility and release of publicity/liability within the time Sponsors specifies or prize may be forfeited.

By participating in the sweepstakes, the winner(s) agree to have their name, voice or likeness used in any advertising or broadcasting material relating to this sweepstakes without additional

financial or other compensation, and to sign a publicity release confirming such consent prior to acceptance of the prize.

Sponsor in its sole discretion reserves the right to disqualify any person tampering with the entry process, the operation of the Sponsor's Websites or its otherwise in violation of the rules. Sponsor further reserves the right to cancel, terminate or modify the sweepstakes if it is not capable of completion as planned, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort.

Sponsor reserves the right to make changes to the rules of the sweepstakes, including the substitution or a prize of equivalent value.

Failure to comply with the sweepstakes rules may result in a participant's disqualification, at the sole discretion of Sponsor.

Sponsor is not responsible for typographical or other errors in the printing, the offering or the administration of the sweepstakes, or in the announcement of a prize.

For a list of all winners, available after November 5, 2016, mail a self-addressed, stamped envelope to: Harvest PR, Attn: Watermelon for Health Sweepstakes, 2909 Bryant Ave S, Suite 200, Minneapolis, MN 55408.

CAUTION: ATTEMPTS TO UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY VIOLATE CIVIL AND CRIMINAL LAWS AND SPONSOR MAY SEEK REMEDIES TO THE FULLEST EXTENT UNDER LAW.

LIABILITY RELEASE: BY PARTICIPATING, YOU RELEASE AND AGREE THAT NEITHER THE ADMINISTRATOR/SPONSORS NOR ANY PROMOTION PARTY WILL BE RESPONSIBLE OR LIABLE FOR ANY CLAIMS, ACTIONS, DAMAGES, LOSSES, COSTS, EXPENSES AND LIABILITY OF ANY KIND (INCLUDING PROPERTY DAMAGE, PERSONAL INJURIES AND/OR DEATH, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, COUNSEL FEES AND COURT COSTS) ARISING FROM ANYTHING RELATING TO:

PROMOTION, EXECUTION OR ADMINISTRATION OF THE PROMOTION (OR YOUR PARTICIPATION); CANCELLATION OR MODIFICATION OF ANY ASPECT OF THE PROMOTION; USE OF ANY WEB SITE RELATED TO THE PROMOTION OR MATERIALS ON THEM; ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF ANY PRIZE; OR PARTICIPATING IN OR TRAVELING TO ANY PROMOTION-RELATED ACTIVITY. NO WARRANTY: ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND FROM SPONSOR, EITHER EXPRESS OR IMPLIED, INCLUDING

BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

SOME JURISDICTIONS MAY NOT ALLOW EXCLUSIONS OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CHECK YOUR LOCAL LAWS.

DISPUTES: IF NOT RESOLVED THROUGH DIRECT DISCUSSIONS, ANY DISPUTE OR CLAIM SHALL BE RESOLVED BY FINAL BINDING ARBITRATION WITH AN EXPERIENCED ARBITRATOR LICENSED TO PRACTICE LAW IN VIRGINIA. VENUE FOR ANY PROCEEDINGS WILL BE IN FAIRFAX COUNTY, VIRGINIA. REMEDIES SHALL BE SUBJECT TO ALL LIMITATIONS AND RELEASES IN THESE RULES, BE LIMITED TO ACTUAL OUT OF POCKET DAMAGES, AND SHALL NOT, IN ANY EVENT, INCLUDE ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, ATTORNEY'S FEES OR OTHER COSTS OR BRINGING A CLAIM, OR ANY INJUNCTIVE OR OTHER EQUITABLE RELIEF.

ADMINISTRATION: Sponsor is responsible for the processing of entries and administration of the Promotion. Contact Sponsor at its above address with any questions, comments or problems.