

Official Rules
JAZZ'd Up Jeep Sweepstakes
Sponsored by ENZAFRUIT Products Inc.

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. **Promotion Period:** JAZZ'd Up Jeep Sweepstakes (collectively, the "**Promotion**") commences at 12:00:01 AM Eastern Time ("**ET**") on December 1, 2018 and ends at 11:59:59 PM ET on April 30, 2019 (the "**Promotion Period**"). All entries must be received by 11:59:59 PM ET on April 30, 2019. Entries submitted past the expiration of the Promotion Period will not be accepted and will be destroyed.
2. **Administrator/Sponsor:** The Promotion shall be sponsored and administered by ENZAFRUIT Products Inc. ("**EPI**").
3. **Eligibility:** The Promotion is open only to legal residents of the fifty (50) United States, the District of Columbia and Canada (*excluding* Puerto Rico, all other US territories and the Province of Quebec), who are eighteen (18) years of age or older at the time of entry. Employees (and their immediate families (*i.e.*, parents, spouse, children, siblings, grandparents, step parents, step children and step siblings and their respective spouses, regardless of where they reside) and members of the same household, whether or not related) of EPI, its parent entity, affiliated companies, sponsors, subsidiaries, advertising and promotional agencies and third party fulfillment or judging agencies (collectively, the "**Promotion Entities**"), are not eligible to enter or win the Promotion.
4. **How to Enter:** To enter the Promotion, an entrant ("**Entrant**") must via a standard web browser, visit jazzedupjeep.com at any time during the Promotion Period and submit requested contact information and electronically agree to the Official Rules at jazzedupjeep.com. To enter by mail during the Promotion Period: (i) Complete the official entry form and return the entry form to Sponsor by mailing it and the proof of purchase to Sponsor to the address listed in these Official Rules or (ii) print the entrant's full legal name, street address, city, state and zip code (no P.O. Boxes), and home phone number on a 3" x 5" card, and send the card inside a stamped, business size (#10) envelope addressed to: JAZZ'd Up Jeep, c/o ENZAFRUIT Products, Inc., One Fifth Street, Suite 260, Wenatchee, Washington 98801. Upon completion of the entry, the Entrant will be automatically entered for an opportunity to win a Prize. All entries must be received by 11:59:59 PM ET on April 30, 2019. All entries become the property of EPI.

Each Entrant, by entering the Promotion, agrees to abide by the terms of the Official Rules and the decisions of EPI or its designated agent, which are final and legally binding in all

respects. Should EPI, determine, in its sole discretion, that any Entrant has violated any of the provisions in the Official Rules, EPI shall have no obligation to award a prize to such Entrant.

EPI reserves the right, in its sole discretion, to disqualify any Entrant (1) it finds to be acting in violation of these Official Rules; or (2) that violates any federal or state, law, rule or regulation. EPI reserves the right, in addition to the right to disqualify such Entrant, to seek damages and other remedies from any such Entrant to the fullest extent permitted by law. There is no limit to the number of entries per Entrant.

5. **Prizes:** There will be one (1) Grand Prize, twenty (20) second prizes (each a “**Prize**”) available to be won in the Promotion as follows:

- One (1) Grand Prize Winner will receive a branded JAZZ’d Up Jeep, plus a shipment of JAZZ apples. Actual Retail Value (“ARV”) \$55,000 USD.
- Twenty (20) Secondary Prize Winners will receive one of the following:
 - 5 DoubleNest Eno Hammock, ARV: \$69.95 USD.
 - 5 Patagonia Trail Pack, ARV: \$159.00 USD.
 - 5 Yeti Tundra Haul, ARV: \$399.99 USD.
 - 5 JAZZ’d Up Paddle Packs, including 1 Advanced Elements Kayak, 1 \$200 REI gift card, and 1 shipment of JAZZ apples ARV: \$1,075.00 USD.

All expenses for receipt and use of the Grand Prize, including, without limitation, sales tax, additional equipment, licensing, registration, insurance and title document are not included and are solely the Winner’s responsibility. The date and the method of delivery will be determined solely by Sponsor.

Winners may not substitute, assign or transfer Prizes or redeem Prizes for cash, but EPI reserves the right, at its sole discretion, to substitute a Prize (or any portion thereof) with one of comparable or greater value. Further, EPI reserves the right to forfeit or award any unclaimed or leftover Prizes at its sole discretion. Additional restrictions may apply.

6. **Prize Awarding:** The twenty-one (21) winners (each a “**Winner**”) will be selected by random drawing after the conclusion of the Promotion on May 6, 2019, at [**Sponsor’s principal business address**] and will be notified *via the email address provided in the sweepstakes submission*. The odds of winning depend upon the number of eligible entries received.

In order to receive any Prize, the winning Entrants will be required to complete and return to EPI or its designated agent an Affidavit of Eligibility, and a Liability/Publicity Release Form, except where prohibited by law, within seven (7) calendar days of acceptance. Failure to return the signed Affidavit and Release Form may result in forfeiture of the Prize, except where prohibited by law. All Prize awards are subject to verification eligibility as determined by EPI in its sole discretion and strict compliance with these Official Rules.

In the event the potential Winner of any Prize is a Canadian resident, he or she will be required to correctly answer a time-limited mathematical and unaided skill-testing question to be administered in-person to receive the Prize. The skill-testing question for Canada is what is $20 + 15 \times 10$?

7. **Limitation on Liability:** Entrants assume all risk of loss, damage, destruction, delay or misdirection of materials/mail/e-mail submitted to EPI. By entering, each Entrant agrees to abide by the Official Rules and the decisions of EPI, or its designated agent, which are final and legally binding in all respects. Each Entrant further agrees that entry into the Promotion and/or award of a Prize are conditioned upon the Entrants holding the Promotion Entities harmless from any and all injuries, losses, or damages of any kind to persons or property, including death, sustained, in whole or in part, directly or indirectly, in connection with or resulting from acceptance, possession or use/misuse of the Prizes, or participation in this Promotion or participation in or travel to any Promotion or Prize-related activities. Entrants further acknowledge that the Promotion Entities have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to any Prize and specifically disclaim all such warranties, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. The Prizes are awarded “AS IS” and WITHOUT WARRANTY OF ANY KIND. The Promotion Entities are not responsible and shall have no liability for inaccurate, forged, incomplete, stolen, lost, illegible, damaged, mutilated, tampered with, postage-due, misdirected, delayed or late entries. The Promotion Entities are not responsible for technical, hardware, software, or telephone failures of any kind, lost or unavailable network connections, fraud, incomplete, garbled, or delayed computer transmissions, whether caused by Promotion Entities, users, Entrants or by any of the equipment or programming associated with or utilized in the Promotion or by technical or human error which may occur and/or which may damage a user’s system or limit an Entrant’s ability to participate in the Promotion. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF LAW. SHOULD AN ATTEMPT BE MADE, EPI RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. If for any reason this Promotion is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the EPI which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion. EPI reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and/or to cancel, terminate, modify or suspend the Promotion or any element thereof and EPI may conduct a random drawing to award the Prizes using all eligible, non-suspect entries received as of the date of action requiring such termination.
8. **Use of Information:** By accepting the Prize, each Winner consents to and gives EPI and any other party authorized by EPI the unrestricted, absolute, worldwide right and license (but not the obligation) to video and/or audio tape a Winner with a Prize or during a Prize activity and to use, adapt, publish, develop and/or edit the Winner’s name, address (city, state or province only), voice, likeness, photograph, biographical information and/or statements about the Promotion (the “**Likeness**”) and to reproduce, copy, modify, create

derivative works of, display, perform, exhibit, distribute, transmit or broadcast, publicly or otherwise, or otherwise use and permit to be used the Likeness or any part thereof, whether alone or in combination with other materials (including, but not limited to, text, data, images, photographs, illustrations, and graphics, video or audio segments of any nature) for publicity, advertising, trade and promotional purposes for an unlimited number of times in any and all media now known or hereafter discovered, worldwide, and on the world wide web without review, notification or approval, and without additional compensation, in perpetuity, except where prohibited by law.

9. **Taxes:** All income, sales and use tax and any other taxes (and the reporting thereof) imposed as a result of the award of a Prize and any other fees or costs associated with a Prize are solely the Winner's responsibility. It is the Winner's responsibility to understand and abide by any federal, state, provincial, local or foreign tax laws that may apply to receipt of a Prize. The Winner may be required to complete certain tax information reporting forms before or upon receipt of a Prize.
10. **Governing Law:** By completing the act of entering the Promotion, each Entrant agrees that the Promotion shall be governed by the laws of the State of Washington. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed and construed in accordance with the laws of the State of Washington, without regard to conflicts of laws.
11. **Severability:** If any provision of these Official Rules is determined to be invalid or unenforceable, the remaining provisions of these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.
12. **Amendment:** EPI reserves the right to modify the Official Rules for clarification purposes without materially affecting the terms and conditions of the Promotion.
13. **Copy of Official Rules:** For a copy of the Official Rules, please visit: jazzedupjeep.com or send a stamped, self-addressed envelope to:

JAZZ'd Up Jeep Sweepstakes – "Official Rules"
ENZAFRUIT Products Inc.
One Fifth Street, Suite 260
Wenatchee, WA 98801

14. **Winner's List:** For a copy of the Winners List, send a stamped, self-addressed envelope to:

JAZZ'd Up Jeep Sweepstakes – "Winners List"
ENZAFRUIT Products Inc.
One Fifth Street, Suite 260
Wenatchee, WA 98801

Winner's List will be available after May 6, 2019.

15. **Sponsor:** ENZAFRUIT Products Inc., One Fifth Street, Suite 260, Wenatchee, WA 98801.

TM & ©2018 ENZAFRUIT Products, Inc. All Rights Reserved