

## Libby's #Cansgiving Sweepstakes 2019

### OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.**

Sweepstakes may only be entered in or from the 50 United States and the District of Columbia and entries originating from any other jurisdiction are not eligible for entry. This Sweepstakes is governed exclusively by the laws of the United States. You are not authorized to participate in the Sweepstakes if you are not located within the 50 United States or the District of Columbia.

1. **SPONSOR:** The sponsor of this Sweepstakes is Seneca Foods Corp., 3736 South Main Street, Marion, NY 14505.
2. **SWEEPSTAKES/GIVEAWAY PERIOD; ENTRY METHODS:** The "Libby's #Cansgiving Sweepstakes 2019" (the "Sweepstakes" or "Giveaway") begins on Monday, November 4, 2019 at 12:00:00 PM Eastern Time ("ET") and ends at 11:59:59 PM ET on Friday, November 22, 2019 (the "Sweepstakes Period"). During the Sweepstakes Period:
  - a) Enter the Sweepstakes via Twitter, Instagram, or the Cansgiving microsite, located at [www.getbacktothetable.com/cansgiving](http://www.getbacktothetable.com/cansgiving) ("Site"), by submitting your favorite holiday recipe ("Recipe"), including the Recipe ingredients and instructions, which must feature one or more of the following canned varieties of a Libby's® Fruits & Vegetables product: Libby's® Fruit Cocktail, Libby's® Peach Halves, Libby's® Peach Slices, Libby's® Pear Halves, Libby's® Pear Slices, Libby's® Apricot Halves, Libby's® Cream Style Sweet Corn, Libby's® Cut Green Beans, Libby's® French Style Green Beans, Libby's® Sweet Peas, Libby's® Whole Kernel Sweet Corn, Libby's® Sliced Beets, Libby's® Cut Beets, Libby's® Sliced Carrots, Libby's® Mixed Vegetables, Libby's® Cut Spears Asparagus, Libby's® Lima Beans, Libby's® Peas & Carrots, Libby's® Shellie Beans, Libby's® Cut Wax Beans, Libby's® Sliced White Potatoes or Libby's® Sauerkraut ("Theme"). Libby's® Pumpkin, Libby's® Tropical Fruits & Juices and Libby's® Canned Meat products are not owned or distributed by Seneca Foods and will not be counted as a valid entry.
  - b) All entries via Twitter and Instagram must include the hashtags: #Cansgiving and #sweepstakes and must also tag @LibbysTable. Entries need to be publicly viewable to be considered eligible and all entrants understand and agree that all entries may be posted to the Site during the Sweepstakes Period, as determined by Sponsor in its sole and absolute discretion.
  - c) **Optional:** You may – but are not required to – submit an original photo ("Photo") of your Recipe in accordance with the steps below. Including a Photo in your entry will not increase your chances of winning the Sweepstakes
  - d) To enter via one of the following methods:
    - **Via Twitter:** Sign into your Twitter account. Once logged into your Twitter account, tweet your original Recipe tagging @LibbysTable with the hashtags

#Cansgiving and #sweepstakes. Your tweet must include @LibbysTable ("Sponsor's Twitter Handle") and the hashtags #Cansgiving and #sweepstakes. Your tweet may include a Photo of your Recipe (but a Photo is not required). You must be an active holder of a non-private Twitter account (i.e., you must make sure your tweets are set to "public" and not "private"). You must have a Twitter account to enter via this method. Twitter accounts are free. You may set up a Twitter account by following the onscreen instructions to register for a Twitter account at [www.twitter.com](http://www.twitter.com). You agree to comply with all applicable Twitter rules, policies and procedures.

- **Via Instagram:** Access the Instagram application on your mobile device ("Device"), post your original Recipe tagging @LibbysTable with the hashtags #Cansgiving and #sweepstakes. Your post must include @LibbysTable ("Sponsor's Instagram Handle") and the hashtags #Cansgiving and #sweepstakes. Your post may include a Photo of your Recipe (but a Photo is not required). You must make sure the "Photos Are Private" option in the account settings on your Instagram account are set to "OFF". If you do not have the Instagram application, you may download it through the application store on your Device. The Instagram application is free. You may set up an Instagram account by following the onscreen instructions to register for an Instagram account at <http://help.instagram.com/182492381886913>. You agree to comply with all applicable Instagram rules, policies and procedures.
- **Via Cansgiving Microsite:** Access the Cansgiving microsite by navigating to [www.getbacktothetable.com/cansgiving](http://www.getbacktothetable.com/cansgiving) ("Site"), upload your Original Recipe directly on the Site and click the "Post" button. You must include your first name, last name, email address, and original Recipe – and you must check a box to confirm your acceptance of these Official Rules. Your submission may include a Photo of your Recipe (but a Photo is not required). Hashtags are not necessary to enter via this method of entry. You must have a valid email address to enter via this method of entry.

If you choose to enter via Twitter, Instagram or the Site using your mobile phone, 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.

All entry information, Recipes, Photos, posts and tweets shall be collectively referred to herein as the "Submissions" or each as a "Submission." Submissions must comply with the Submission Requirements defined below.

**By entering, each entrant warrants and represents the following with respect to entrant's Submission: (a) entrant is the sole and exclusive owner of the Submission; (b) the Submission will not infringe on any rights of any third parties; and (c) any third parties appearing in the Submission have given entrant appropriate consent to be photographed and used as permitted herein. Sponsor reserves the right to request releases from any third**

**parties appearing in any Submissions at any time. Failure to produce third party releases upon Sponsor's request may result in disqualification, as determined by Sponsor is its sole and absolute discretion.**

By providing a Submission, you consent to grant Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, distribute, tweet, retweet, post, repost, reproduce, modify, publish, create derivative works from, and display such Submission in whole or in part, on a worldwide basis, in perpetuity, including, but not limited to, on the Site and on Sponsor's other websites, and on its social media sites, including, on Facebook, Instagram, Twitter, and Pinterest, and to incorporate the Submission into other works, in any form, media or technology now known or later developed, for any purpose whatsoever, including for advertising, promotional and/or marketing purposes (except where prohibited by law). You further understand and agree that that Sponsor has the right to post your Submission in accordance with these Official Rules even if you have not been declared a winner in this Sweepstakes and, if Sponsor posts your Submission, it does not mean that you have been selected as a winner in this Sweepstakes.

**Limit one (1) Submission per person, per day of the Sweepstakes Period regardless of method of entry.** Entrants are not permitted to submit the same Submission more than once during the Sweepstakes Period (regardless of method of entry) and duplicate Submissions by the same entrant will be subject to disqualification. Each day of the Sweepstakes Period will begin at 12:00:00 AM ET and end at 11:59:59 PM ET (except for the first day which begins at 12:00:00 PM ET). All terms and conditions of Twitter.com and Instagram.com apply. Multiple entrants are not permitted to share the same Twitter, Instagram or email account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Twitter, Instagram or email accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any Twitter, Instagram or email account, the authorized account holder of the email address used to register on the platform or account will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

**3. SUBMISSION REQUIREMENTS:** By entering, each entrant agrees that entrant's Submission conforms to the Submission Restrictions as defined below and that Sponsor, in its sole discretion, may remove any Submission and disqualify an entrant or a Submission from the Sweepstakes if it believes, in its sole discretion, that entrant's Submission fails to conform with the following Submission Restrictions:

- a. Recipe and Photo (if applicable) must be in .jpeg, .png, BMP or GIF file format.
- b. High-quality, clear Recipe and Photo (if applicable) are strongly suggested.
- c. All Submissions must include the hashtags #Cansgiving and #sweepstakes and tag @LibbysTable except for Submissions submitted via the Site.

- d. Recipe and Photo (if applicable) must illustrate your favorite holiday recipe, and the Recipe itself must feature one of the canned varieties of the Libby's® Fruit & Vegetable product(s) noted above. For example: Grandma's secret recipe, a new spin on a classic recipe, an appetizer recipe for a holiday gathering, etc.
- e. Submission cannot be profane, pornographic, sexually explicit or suggestive or contain nudity.
- f. Submission cannot promote alcohol, illegal drugs or tobacco.
- g. Submission cannot defame, misrepresent or contain disparaging remarks about people or companies.
- h. Submission cannot be obscene or offensive, endorse any form of hate or hate group or be derogatory to any ethnic, racial, gender, religious, professional or age group.
- i. Submission cannot contain materials embodying copyrighted images, names, likenesses, photographs or other indicia identifying any person, living or dead, without permission.
- j. Submission cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate.
- k. Submission cannot depict illegal activity and cannot itself be in violation of any law.
- l. Submission cannot in any way reference persons or organizations without permission from any person or organization whose name or likeness is used.
- m. Submission may not include photo images of or references to a known celebrity, famous or well-known person or any image or reference which violates the right of privacy or publicity of any person.

Sponsor reserves the right in its sole and absolute discretion to reject, disqualify and/or remove any Submission, including any Recipe or Photo (if applicable), that violates these Official Rules without any notification or warning.

Each entrant acknowledges that other entrants may have used ideas and/or concepts in their Submission that may be similar in idea or concept to what is included in entrant's Submission. Each entrant understands and agrees that he/she shall not have any claim against any other entrant or Sponsor arising out any such similarity or be entitled to any compensation because of any such similarity.

All entrants must have a valid email address, Instagram or Twitter account (as applicable). By entering, each entrant warrants and represents that he/she (as applicable) has complied with the Instagram.com terms of service (<http://instagram.com/legal/terms/>) and Twitter.com terms of service (<https://twitter.com/tos>). No automated entry devices and/or programs permitted. All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor. By

entering the Sweepstakes, entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of the judges, which will be final and binding in all matters relating to the Sweepstakes.

- 4. ELIGIBILITY:** The Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia, who are at least 18 years or older in their state of residence on their date of entry. Employees, contractors, directors, and officers of Sponsor, Wyng, Inc. (“Administrator”), and their respective parent companies, subsidiaries and affiliated or related companies, distributors, web design, advertising, fulfillment, and promotion agencies involved in the administration development, fulfillment and execution of this Sweepstakes and the immediate family members of each (spouse, parent, child, sibling, grandparent, and/or “step” of each, regardless of where they live) and those living in their same households (whether related or not) are ineligible for participation. You are not authorized to participate in the Sweepstakes if you are not located within the fifty United States or the District of Columbia. All federal, state and local laws and regulations apply.
- 5. WINNER SELECTION; PRIZE:** Two (2) potential winners will be selected in a random drawing conducted by Sponsor’s representative on or about November 25, 2019. The two (2) winners will each receive \$1,250.00 via mailed check and an assortment of Libby’s Fruit and Vegetable canned products. Approximate retail value (“ARV”) of each prize: \$1,280.00. ARV of all prizes combined: \$2,560.00. Odds of winning depend upon the number of eligible entries received. Each randomly selected winner has no more than seven calendar days to respond to Sponsor’s notification in accordance with Section 5 and Section 6 (below). Should the time limit exceed seven calendar days, a new winner will be randomly selected by Sponsor’s representative (time-permitting). Winners must accept the prize as stated. Prize cannot be substituted, transferred or exchanged or surrendered for cash, except at the sole and absolute discretion of the Sponsor which will be of equal or greater value. Unclaimed prizes will not be awarded. Allow up to three (3) weeks to receive prize. Entrant’s emails will only be used for contacting the winner of the Sweepstakes, unless the winner selects to opt in to receive news and information from Libby’s® Fruits & Vegetables. All taxes and unspecified expenses are the responsibility of the winners. Limit one (1) prize per person.
- 6. NOTIFICATION:** Potential winners will be notified on or about November 26, 2019 and may be required to sign and return, where legal, an Affidavit or Declaration of Eligibility, Liability/Publicity Release and/or rights transfer document within five (5) days of receipt. Additionally, potential winners may be required to obtain releases from any and all third parties appearing in their respective Submissions. If any potential winner is considered a minor in his/her jurisdiction of residence, Affidavit or Declaration of Eligibility, Liability/Publicity and rights transfer document must be signed by his/her parent or legal guardian.

  - If a Twitter entrant is a potential winner, he/she will be notified by a retweet or reply to potential winner’s Submission and/or via a Twitter direct message (note: in order to receive such direct message, potential winner has to (a) be following

@LibbysTable and (b) may have to have his/her Tweet Privacy settings “unchecked”) and potential winner will be required to respond, via email to Sponsor with contact information within seven calendar days of notification.

- If an Instagram entrant is a potential winner, he/she will be notified by Sponsor posting a comment to the potential winner’s Submission on the potential winner’s Instagram account and potential winner will be required to email Sponsor within seven calendar days of notification.
- If a Site entrant is a potential winner, he/she will be notified by Sponsor via email to the email address provided at entry and the potential winner will be required to respond to Sponsor via email with any additional contact information within seven calendar days of notification.

If any potential winner cannot be contacted by or respond to Sponsor within seven calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if any potential winner rejects his/her prize or in the event of noncompliance with these Sweepstakes Official Rules and requirements, such prize will be forfeited and may be awarded to an alternate (time-permitting) Submission. Upon prize forfeiture, no compensation will be given.

**7. GENERAL:** By participating, you consent to the use of your Twitter or Instagram account name, first and last name, photo, portrait, voice, and other likeness, and Submission for advertising, promotion, and publicity purposes related to the Sweepstakes without additional compensation, unless prohibited by law. Sponsor reserves the right, to disqualify any individual who tampers with the Sweepstakes or any related electronic system. By participating in the Sweepstakes, you release and agree to hold harmless the Sponsor, Administrator, Instagram, LLC, Twitter Inc., and their respective parent companies, affiliates or related companies, directors, employees, officers and agents, including without limitation, advertising/promotion agencies (collectively, “Released Entities”) from any and all liability, injury, loss, or damage of any kind, including but not limited to personal injury or death, arising from or in connection with participation in the Sweepstakes, or the awarding, receipt, possession, use or misuse of any prize and/or with respect to participation in any prize-related activity and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action. Released Entities are not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications-line failure, theft, or destruction or unauthorized access of the Web site; or downloading materials from or use of the Web site.

**8. WARRANTIES AND CONSENTS:** By submitting a Submission, you: (a) represent and warrant that (i) you have read, and agree to be bound by, these Official Rules, (ii) based on the Official Rules, you are eligible to participate in the Sweepstakes, and (iii) all of the information provided as part of your Submission is accurate, does not violate any third party’s legal rights (including without limitation rights of privacy and publicity), and otherwise does not violate applicable law; (b) consent to the use of your name and/or likeness by Sponsor for promotional purposes (whether online, in print or through any other media now known or hereafter developed), without additional compensation or authorization unless prohibited by law; and (c) agree to be bound by the interpretations of

these Official Rules by Sponsor, which are final in all matters relating to the Sweepstakes.

- 9. ADDITIONAL TERMS:** Any attempted form of entry other than as set forth above is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. The Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Sweepstakes, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Sweepstakes should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, Sponsor may randomly select the winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or web site. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**8. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES:** IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ENTRANT'S ACCESS TO AND/OR USE OF THE ANY SITES ASSOCIATED WITH THE SWEEPSTAKES, OR FROM DOWNLOADING AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY SITES ASSOCIATED WITH THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF

IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**9. DISPUTES; GOVERNING LAW:** The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Sweepstakes. Any controversy or claim arising out of or relating to these Official Rules and/or the Sweepstakes shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New York, City of New York.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Sweepstakes, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of New York in the State of New York. The parties agree not to raise the defense of forum non conveniens.

**10. USE OF DATA:** Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review Sponsor's privacy policy <http://www.senecafoods.com/privacy-policy>. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

**11. WINNERS' LIST:** To obtain a winners' list, send a self-addressed, stamped envelope by **December 10, 2019** to: "Libby's Cansgiving Winners' List", c/o Ketchum, 1285 Avenue of the Americas, New York, NY 10019.

Subject only to rights in your Personal Data, all entries become the property of Sponsor and will not be returned or acknowledged.

**THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, TWITTER OR INSTAGRAM. YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND NOT TO TWITTER OR INSTAGRAM.**