

Libby's® Pumpkin Patch Sweepstakes

Official Rules

The following Sweepstakes is intended for participants in the United States only and shall be construed and evaluated according to the laws of the United States. Do not proceed in this promotion if you are not a legal resident of the United States.

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU HAVE NOT YET WON.

The Sponsor of the Sweepstakes is Nestlé USA, Inc. 1812 N. Moore Street, Arlington, VA 22209 ("**Sponsor**") and the Administrator is Wyng, 360 Park Avenue S., 20th Floor, NY, NY 10010 ("**Administrator**").

Collection of Personal Data: Sponsor and Administrator will be collecting personal data about the Entrants online, in accordance with their privacy policies. Please review Sponsor's privacy policy <https://privacy.nestleusa.com/> and Administrator's privacy policy at <https://www.wyng.com/privacy-policy/>.

1. Eligibility: Open to legal residents of the 50 United States and the District of Columbia, ("**U.S.**") who are at least 18 years of age or older or have reached the age of majority in their state of residence at the time of entry. The Libby's Pumpkin Patch Sweepstakes (the "**Sweepstakes**") is governed by US law and is subject to all applicable federal and state laws and regulations. Employees, officers and directors of Sponsor, Administrator, its affiliates, participating prize suppliers, and each of their respective parents, affiliates, agents, contractors, subsidiaries, advertising, promotion and fulfillment agencies (collectively, the "**Promotion Entities**") and members of the immediate family or household of each are not eligible to participate. Immediate family member is defined as a parent, sibling or any person residing in same household as employee. This Sweepstakes is void where prohibited by law.

2. Agreement to Official Rules: Participation constitutes entrant's agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and legally binding in all respects.

3. Timing: (a) The Sweepstakes begins Tuesday, September 10, 2019 at 12:00:01 a.m. (midnight) Eastern Time ("**ET**") and ends (last chance to enter) Thursday, October 24, 2019 at 11:59:59 p.m. ET ("**Sweepstakes Period**"). The Sweepstakes will consist of one (1) drawing date on or about Thursday, October 31, 2019, to award (250) prizes.

(a) Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and legally binding in all matters related to the Sweepstakes. Potential winners will be randomly selected by the Administrator, from all eligible entries received during the Sweepstakes Period.

(b) Winner Notification: Potential winners will be sent their prize directly to the address entered when registering in the Sweepstakes. If any prize is returned as unclaimed or undeliverable, such potential winner will forfeit their prize. If any potential winner is found to be ineligible or if the potential winner has not complied with these Official Rules or declines a prize for any reason, such potential winner will be disqualified and at Administrator's discretion, an alternate potential winner may be selected. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled within approximately 8-10 weeks after the relevant drawing.

4. Prize and Approximate Retail Value ("ARV")

Two hundred and fifty (250) Prizes: At the conclusion of the Sweepstakes Period, the patch or pin with the greatest number of fan votes will be produced. Each winner will receive one (1) of the manufactured winning products. ARV \$6 each

Total ARV of all prizes is \$1,500

Odds of winning depend on the number of valid entries received in the Sweepstakes Period. Winner will not receive difference between actual and approximate retail value. Sponsor will not replace any lost, mutilated, or stolen prizes. Prizes are non-transferable, non-refundable, and no substitutions will be made except as provided herein, in the Sponsor's sole discretion. Prize is not redeemable for cash. Sponsor reserves the right to substitute a particular prize for one of comparable or greater value. Winner is responsible for any and all applicable local, state, and/or federal taxes and fees (if any).

5. How to Enter: There are two (2) ways to enter.

- A) Visit the Sponsor's Sweepstakes page at www.LibbysEarnYourPatch.com
- Complete the online Official Entry Form ("**Entry Form**") with all required information which may include the following: name, complete address, city, state, zip, email address and voting for your favorite patch or pin.
 - Complete the Entry Form by agreeing to the Official Rules and submit your entry.
- B) To enter during the Sweepstakes Period without voting, post on Instagram or send a tweet on Twitter with **#LibbysPumpkinPatch** and **#Sweepstakes** and **@LibbysPumpkin**. Failure to include **#LibbysPumpkinPatch**, **#Sweepstakes** and **@LibbysPumpkin** will constitute an incomplete and invalid entry and will be disqualified. A Twitter or Instagram account is required. Twitter and Instagram account creation is free and available at <http://www.twitter.com> and <https://www.instagram.com/>. To create an account, visit Twitter or Instagram (each a "Social Platform, collectively "Social Platforms") and follow the onscreen instructions.

LIMIT: One (1) entry per person on the Sponsor's Sweepstakes page and one (1) entry per person on any one Social Platform, for a maximum of two (2)

entries during the Sweepstakes Period. **LIMIT:** One (1) prize per person or household.

Entries in excess of any stated limitation and entries generated by script, macro software-generated, bots or other automated means or any means that subvert the entry process will be void. All entries become the property of Sponsor and will not be acknowledged or returned.

If the Social Platform you use to submit your Entry is set to “Protected Mode” or is otherwise unavailable to the Sponsor, your Entry may not be visible to the Sponsor. Any Entry that is not visible to the Sponsor will not constitute an eligible entry in the Sweepstakes. To ensure your Entry is visible to the Sponsor, set your Social Platform to “public” mode.

By participating in this Sweepstakes and tweeting or posting an Entry to the Social Platforms, each entrant agrees to be bound by these Rules.

6. Winner Requirements: Acceptance of any prize shall constitute winner’s agreement and consent to Sponsor’s and its designees’ use winner’s name, city, state, likeness, photo and/or prize information in connection with this Sweepstakes for promotional, advertising or other purposes, in any manner, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

7. Release: By entering, you agree to release, indemnify and hold harmless the Promotion Entities, prize suppliers, and its respective officers, directors, and employees (the “**Released Parties**”) from and against any and all liability, claim or cause of action, including, but not limited to, injuries, death, loss or damage of any kind, arising from or in connection with this Sweepstakes and the operation and administration thereof, your participation in the Sweepstakes, or receipt or use or misuse of any prize.

8. General Conditions: Sponsor reserves the right to cancel, suspend, and/or modify this Sweepstakes, or any part of it at any time or if any fraud, technical failures or any other factor impairs the integrity or proper functioning of this Sweepstakes, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine winner from among all non-suspect, eligible entries received up to time of such action or as otherwise deemed fair and appropriate by Sponsor. Administrator, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of this Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated entries.

9. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in this Sweepstakes; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or this Sweepstakes; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of this Sweepstakes, the uploading, the processing or random selection

of entries, the announcement of the prize or in any Sweepstakes-related materials; (5) late, lost, garbled, misdirected, inaccurate, incorrect, undeliverable, damaged or stolen entries or mail; (6) costs associated with claiming or redeeming the prizes; nor (7) loss or damages resulting from an entrant's connection to the internet via any of the websites contained herein. The Released Parties are not responsible for any incorrect, mistranscribed, misdirected or undeliverable entries, E-mail transmissions, incorrect announcements of any kind, or for any technical problems of any kind, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. The Released Parties assume no responsibility for late, lost, incomplete, inaccurate or damaged entries, or undeliverable E-mails resulting from any form of active or passive E-mail filtering by a user's Internet service provider and/or E-mail client or for insufficient space in user's E-mail account to receive E-mail. The Released Parties do not accept responsibility for any damage (whether material or non-material) caused to entrants, to their computer equipment or to data which is stored on them, or to their personal, professional or commercial activities. Proof of submitting entries will not be deemed to be proof of receipt by Sponsor or Administrator.

10. GOVERNING LAW/JURISDICTION: ALL ISSUES AND CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR OR ADMINISTRATOR OR ANY OF THE RELEASED PARTIES IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE COMMONWEALTH OF VIRGINIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

11. Venue: By participating in this Sweepstakes, each entrant agrees that any and all disputes the entrant may have with, or claims entrant may have against, the Promotion Entities or the Released Parties relating to, arising out of or connected in any way with (i) the Sweepstakes, (ii) the awarding or redemption of any prize, and/or (iii) the determination of the scope or applicability of this agreement, will be resolved individually and exclusively in the courts of the Commonwealth of Virginia.

12. Winners List: For the name of the winners, send a stamped self-addressed envelope to: Nestlé Pumpkin Patch Sweepstakes "Winners", PO Box 2001, Framingham, MA 01703-2001 and must be received by 11/26/19.

Twitter and Instagram are not Sponsors of this Sweepstakes and have no obligation for the conduct of the Sweepstakes or the awarding of any prize. You are providing information to the Sponsor and not to Twitter or Instagram.