

## THE CEDAR'S IN THE KNOW SWEEPSTAKES OFFICIAL RULES

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

**ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

**SWEEPSTAKES ENTRY PERIOD:** The Cedar's In the Know Sweepstakes (the "Sweepstakes") begins at 12:00:01 AM Eastern Time ("ET") on Monday, April 29, 2019 and ends at 11:59:59 PM ET on Sunday, June 30, 2019 (the "Sweepstakes Period").

**ELIGIBILITY:** The Sweepstakes is open to legal residents of the 48 contiguous United States, and the District of Columbia, who are age 18 or older at the time of entry. Void in Alaska, Hawaii, Puerto Rico, Guam, the U.S. Virgin Islands, outside the U.S., and wherever else prohibited by law. Employees of Cedar's Mediterranean Foods, Inc. (the "Sponsor"), US Sweepstakes & Fulfillment Company (the "Sweepstakes Administrator") and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

**HOW TO ENTER:** There is one (1) way to enter.

**Method of Entry: Online Entry.** During the Sweepstakes Period, visit [www.cedarsfoods.com/nowyouknow](http://www.cedarsfoods.com/nowyouknow) and follow all entry instructions to complete the entry form and submit to receive one (1) entry into the Sweepstakes (the "Online Entry"). **Online Entries must be received between Monday, April 29, 2019 at 12:00:01 AM ET and Sunday, June 30, 2019 at 11:59:59 PM ET.** Entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy, which can be found at <https://www.cedarsfoods.com/Privacy-Policy.aspx>.

**LIMIT: One (1) Online Entry per person during the Sweepstakes Period.**

**PRIZE/APPROXIMATE RETAIL VALUE ("ARV")/ODDS:**

**Grand Prize:** There is one (1) Grand Prize available to be won. The Grand Prize is one (1) smart fridge (brand to be determined by Sponsor) and one-hundred fifty (\$150) of Cedar's products in the form of VIP coupons. Smart fridge will be awarded in the form a home improvement store gift card to be determined by Sponsor in their sole discretion.

**The ARV of Grand Prize is: \$2,650.**

**First Prize:** There are three (3) First Prizes available to be won. First Prize is one (1) smart mop and one-hundred (\$100) of Cedar's products in the form of VIP coupons.

**The ARV of First Prize is: \$250 each. The total ARV of all First Prizes is: \$750.**

**Second Prize:** There are five (5) Second Prizes available to be won. Second Prize is one (1) Google Home and fifty (\$50) of Cedar's products in the form of VIP coupons.

**The ARV of Second Prize is: \$180 each. The total ARV of all Second Prizes is: \$900.**

**The total ARV of all prizes available to be won: \$4,300.**

Odds of winning will depend upon the total number of eligible entries received.

**RANDOM DRAWING:** The winners will be selected in a random drawing on or about **Tuesday, July 9, 2019** from among all eligible entries received during the Sweepstakes Period by the Sweepstakes Administrator, an independent representative of the Sponsor whose decisions are final.

**WINNER NOTIFICATION & VERIFICATION:** Potential Grand Prize winner will be notified via email and/or phone, and will be required to sign and return, within seven (7) days of notification, an Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"). These Releases will require the Grand Prize winner to furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law. Noncompliance will result in disqualification and an alternate winner may be selected. The prize package will be awarded within approximately 45 days after the winner is verified.

Potential First and Second Prize winners will be notified by email and required to provide their mailing address within 48 hours via return email. Noncompliance will result in disqualification and an alternate winner may be selected. The Prizes will be sent to the address on the entry form or new address provided via email within 4-6 weeks of winner being verified.

If a winner is otherwise eligible under these Official Rules, but is nevertheless deemed a minor in his or her state of primary residence, the prize will be awarded in the name of winner's parent or legal guardian who will be required to execute and return the Releases on minor's behalf, as applicable.

If a prize notification or prize is returned as undeliverable, or if winner is found to be ineligible or not in compliance with these rules that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing. Only two (2) alternate winners may be determined through this process, after which the prize may remain un-awarded.

**PRIZE CONDITIONS:** Prizes are not redeemable for cash. Prizes are not assignable nor transferable. No substitution is permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. No cash in lieu of prizes and no exchange or substitution of prizes, except at the sole discretion of the Sponsor. Any other incidental expenses on prizes not specified herein are the winner's sole responsibility.

Winners are responsible for all federal, state, local and income taxes associated with winning prize. Grand Prize winner will be required to furnish his/her Social Security Number for the sole purpose of preparation of tax forms as required by law. Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners acknowledge that the Sponsor and all other businesses affiliated with this Sweepstakes and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize being offered, except that each merchandise prize shall be subject to its manufacturer's standard warranty (if any). Once the prize has been delivered to the winner's provided address, the prize is considered awarded.

**GENERAL:** Although subsequent attempts to enter on a given day may be received, only the first complete entry received from a particular entrant will be eligible; subsequent attempts by the same person to enter, including entries submitted with an alternate email address, will be disqualified.

Participating entrants agree to these Official Rules and the decisions of the Sponsor and the Sweepstakes Administrator, and release the Sponsor, the Sweepstakes Administrator, and their affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the promotion, and the acceptance and use/misuse of the prize offered. Winners assume all liability for any injury or damage caused or claimed to be caused, by participation in this Sweepstakes or use/misuse or redemption of the prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the Sweepstakes Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to: (i) permanently disqualify from any Sweepstakes it sponsors any person it believes has intentionally violated these Official Rules; and (ii) withdraw a method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes). If for any reason this Sweepstakes is not capable of

running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes, at which time, if it so elects (and at its sole discretion) Sponsor may select an alternate winner by conducting a random drawing from among all eligible entries received at the time of the Sweepstakes termination.

**LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Massachusetts, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**DISPUTES:** The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Essex County, Massachusetts and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit,

action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. (“JAMS”) or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a “Demand for Arbitration”, then either party can elect to have the arbitration administered by the American Arbitration Association (“AAA”) or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Essex County, Massachusetts. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn’t apply and the dispute must be brought in a court of competent jurisdiction in Essex County, Massachusetts. Sponsor agrees to pay the administrative and arbitrator’s fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

**PRIVACY:** Personal information collected from entrants are subject to the Sponsor’s Privacy Policy, which can be found at <https://www.cedarsfoods.com/Privacy-Policy.aspx>.

**OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, see <https://www.cedarsfoods.com/NowYouKnow-Sweepstakes-Rules-and-Regulations> or send a self-addressed, stamped envelope by July 9, 2019, to: **The Cedar’s Ready to be in the Know Sweepstakes Official Rules Request**, PO Box 25466, Rochester, NY 14625-0466.

**WINNER CONFIRMATION REQUEST:** For a written confirmation of the winner (available after July 9, 2019), send a stamped, self-addressed envelope (no later than August 6, 2019), to: **The Cedar’s Ready to be in the Know Sweepstakes Winner Confirmation Request**, PO Box 25466, Rochester, NY 14625-0466.

**SPONSOR:** Cedar’s Mediterranean Foods, Inc., 50 Foundation Avenue, Ward Hill, MA 01835.

**SWEEPSTAKES ADMINISTRATOR:** US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625.

**Void in AK, HI, outside the US, in Puerto Rico, Guam, the U.S. Virgin Islands and wherever else prohibited by law.**