

# Farmers Market of Medina County

## May 2020 - \$25 Market Bucks\* Giveaway

Sponsored by The Farmers Market of Medina.

NO PURCHASE REQUIRED TO ENTER OR WIN

Eligibility: The Farmers Market of Medina County Market Bucks\* Giveaway is open to legal residents of the fifty (50) United States and the District of Columbia (excluding residents of overseas military installations, Puerto Rico and other U.S. territories), who are age eighteen (18) or older (or at least age of majority in their state of residence, whichever is older) at the time of entry ("Entrant"). The Market Bucks\* Giveaway is subject to all applicable federal, state and local laws and regulations and is void where prohibited by law. The Market Bucks\* Giveaway is governed exclusively by the laws of the United States. Farmers Market of Medina County vendors and employees are not eligible to enter or win.

Agreement to Official Rules: By participating in the Market Bucks\* Giveaway, Entrant fully and unconditionally agrees to and accepts these official rules and regulations (the "Official Rules") and the decisions of the Sponsor, which are final and binding in all matters related to the Market Bucks\* Giveaway.

Entry Period: This Market Bucks\* Giveaway begins on:

May, 13th, 2020 at 12:00AM ET and ends on May, 20th, 2020 at 12 PM (noon) ET

To Enter: You may enter the Market Bucks\* Giveaway by:

- (a) To enter "Like or Love" the Market Bucks\* Giveaway Facebook Post on the Farmers Market of Medina Facebook page,
- (b) Tell us what you can't wait to buy in the comments section.

Entrant may be required to have social networking accounts on various social networking platforms, i.e. Instagram, Twitter and Facebook (collectively "Social Media") in order to enter the Market Bucks\* Giveaway via Social Media.

No mechanically reproduced mail-in entries are allowed and any use of robotic, automatic, programmed or the like entry methods will void all such entries by such methods.

Only one entry per person, per Entry Period, per Prize (as defined below), per household and/or e-mail address unless otherwise specified is permitted, regardless of method of entry unless otherwise specified. All entries must be received by the close of the Entry Period. Entrant may not enter with multiple email addresses nor may Entrant use any other device or artifice to enter multiple times during the Entry Period using multiple identities. Entrants submitting multiple entries or violating any of these Official Rules may be disqualified and forfeit any and all Prizes won, at Sponsor's discretion.

Entrants are required to comply with all respective Social Media platform rules and regulations when posting on Social Media platforms and are prohibited from spamming or creating fraudulent or multiple accounts. By posting on any Social Media platform, Entrant agrees to release and hold harmless the applicable Social Media platform, its parent companies, subsidiaries, affiliates and related companies, and each of its officers, directors, employees and agents (collectively, "Social Media Released Parties") from and against any and all liability. The Social Media platforms and the Social Media Released Parties are in no way connected or affiliated with Market Bucks\* Giveaway, Sponsor.

Selection of Winner: A Prize winner will be randomly selected from all entries meeting the requirements of the Official Rules. The winner will be selected by 11:59 PM ET on May 20th 2020. Winner(s) will be announced via the comments section of the original Market Bucks\* Giveaway Post. Sponsor is not responsible for any change of contact information of Entrant. Odds of winning depend on number of eligible entries received.

Notification of Winners: Winner(s) will be announced via the comments section of the original Market Bucks\* Giveaway Post and may be required to sign and return an affidavit of eligibility and publicity/liability release within two (2) days of notification. Prize will be forfeited if a selected Winner cannot be contacted, is ineligible, fails to claim all or a portion of a prize or, where applicable, an affidavit of eligibility and publicity/liability release is not timely received, is incomplete or modified. In the event of a Prize forfeiture, an alternate winner will be selected from remaining valid, eligible entries that were timely submitted. In the event of a dispute regarding who submitted an entry, the entry will be deemed submitted by the authorized account holder of the facebook/social media account specified in the entry. "Authorized account holder" is defined as the natural person who is assigned to an facebook/social media account by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning facebook/social media accounts

for the domain associated with the submitted facebook/social media account. Allow 3-4 weeks for delivery of Prize(s).

Prize(s): Three (3) winner(s) will receive one (1) of the following Prizes (the "Prize"):

- \$25.00 in Farmers Market Bucks\*

\*Farmers Market Bucks\* are not legal tender, and are redeemable at The Farmers Market of Medina County only.

Sponsor reserves the right to substitute a Prize of equal or greater value in the event the original Prize is unavailable. No substitution or transfer of Prize permitted except as provided herein. Prizes are not redeemable for cash.

Sponsor is not responsible if any Farmers Market Bucks\*, gift card, gift certificate, etc. is lost, stolen, destroyed, unused, expired, forfeited or used without permission. If Farmers Market Bucks\*, gift card or gift certificate is lost, stolen, destroyed, unused, expired, forfeited or used without permission, it will not be replaced.

Entry in the Market Bucks\* Giveaway constitutes consent to use Entrant's name, biographical information, image and likeness for editorial, advertising, promotional and publicity purposes without additional compensation, except where prohibited by law. Entrant releases and holds harmless the Social Media Released Parties and Released Parties for any liability, claims and causes of action based on defamation or violation of rights of publicity or privacy.

#### General Rules:

Employees of Sponsor and its parent companies, affiliates, subsidiaries, advertising, Market Bucks\* Giveaway, and fulfillment agencies, their immediate family members and persons living in their same household, are not eligible to participate in the Market Bucks\* Giveaway. Participation in the Market Bucks\* Giveaway constitutes Entrant's full and unconditional agreement to and acceptance of these Official Rules. VOID WHERE PROHIBITED.

By entering, Entrant agrees to be bound by these Official Rules. The Market Bucks\* Giveaway is offered by Sponsor, which is not responsible for late, lost, delayed, damaged, postage-due, incomplete, illegible, or misdirected entries, responses, or other correspondence.

By participating, Entrants and winners, as applicable, release Sponsor, its parent, affiliates, subsidiaries, directors, officers, employees, sponsors, and agents, including advertising and Market Bucks\* Giveaway agencies (collectively, the "Sponsor Released Parties"), from any and all liability with respect to the Market Bucks\* Giveaway or the acceptance, possession or use of any Prize. Entrants and winners further release the Sponsor Released Parties without limitation

from any liability, damages or causes of action resulting from: (i) any condition caused by events beyond the Sponsor Released Parties' control that may cause the Market Bucks\* Giveaway to be disrupted or corrupted; (ii) any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from receipt, acceptance, possession, misuse or use of a prize or participation in any promotion related activity or participation in this Market Bucks\* Giveaway; and (iii) any printing or typographical errors in any materials associated with the Market Bucks\* Giveaway. Sponsor's decisions in all respects relative to the Market Bucks\* Giveaway are final. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Market Bucks\* Giveaway in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Market Bucks\* Giveaway is compromised, without liability to the Entrant. Sponsor reserves the right to disqualify any winner, as determined by Sponsor in its sole discretion. Void where prohibited or restricted by law. All federal, state, provincial and local regulations apply.

All federal, state, and local taxes are the sole responsibility of the winner. Winner will receive an IRS Form 1099 reflecting the final actual value of any Prize valued at \$600 or more. Consult with your tax professional regarding potential tax implications. Should the ARV of the Prize equal or exceed \$600.00, winners shall provide to Sponsor their social security number and tax information for issuance of a 1099 Form.

No Liability. By participating, Entrants and Prize winners agree to release, discharge, indemnify and hold harmless the Sponsor Release Parties from and against any claims made by any Entrant, prize winner, or any other third parties, related in any way to the operation of this Market Bucks\* Giveaway as well as any other claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from receipt, acceptance, possession, misuse or use of a prize or participation in any promotion related activity or participation in this Market Bucks\* Giveaway. Released Parties are not responsible if Market Bucks\* Giveaway cannot take place or if Prize cannot be awarded due to travel cancellations, postponements, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

Sponsor's failure to enforce any term of these rules shall not constitute a waiver of that provision.

Winner acknowledges that the Sponsor Released Parties have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any Prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Any and all warranties or guarantees on a Prize (if any) are subject to the respective manufacturers' terms, and Winner agrees to look solely to such manufacturers for any such warranty and/or guarantee.

CAUTION: ANY ATTEMPT BY ANY ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR TAMPER WITH OR UNDERMINE THE LEGITIMATE OPERATION OF THE Market Bucks\* Giveaway IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT

BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH ENTRANT(S) TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING CRIMINAL PROSECUTION.

Disputes and Jurisdiction: Disputes arising from this Market Bucks\* Giveaway, or any matter arising therefrom, whether direct or indirect, will be determined according to the laws of the State of Ohio, without reference to its conflict of laws principles. Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Market Bucks\* Giveaway shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Market Bucks\* Giveaway, shall be resolved exclusively by the United States District Court of Ohio or the appropriate Ohio State Court; and (iii) under no circumstances will Entrants be entitled to, and Entrants hereby waive all rights to claim, any punitive, incidental and consequential damages and any and all rights to have damages multiplied or otherwise increased; SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules and Regulations, or the rights and obligations of the Entrants or the Sponsor in connection with the Market Bucks\* Giveaway, shall be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules (whether of the State of Ohio or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Ohio.