Official Rules
4th draft: 7/3/12
to be posted at www.OceanSpray.com

OCEAN SPRAY
"BERRY BLUE" PINBOARD CONTEST
OFFICIAL RULES

OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES
OR THE DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE OR OLDER.

NO PURCHASE NECESSARY TO ENTER OR CLAIM PRIZE. Purchase Will Not Improve Chances Of Winning.

1. **ELIGIBILITY:** Open only to legal residents of the 50 United States or the District of Columbia who are 18 years of age or older at time of entry. Employees, officers, directors and agents of Ocean Spray Cranberries, Inc. (the "Sponsor"), its parents, subsidiaries, affiliates, grower-owners, advertising and promotion agencies, webmasters/suppliers and members of the immediate families (spouse, children, siblings, parents) and persons living in the same household (whether or not related) of such employees, officers, directors and agents are not eligible. Void where prohibited.

2. **PROMOTION DATES:** The Ocean Spray "Berry Blue" Pinboard Contest ("Promotion" or "Contest") begins at 9:00 am Eastern Time ("ET") on 7/16/12 and ends at 5:00 pm ET on 8/31/12.

3. **HOW TO ENTER:**

Step 1: Sign in to your Pinterest account at www.Pinterest.com. If you do not have a Pinterest account, visit www.Pinterest.com to request an invitation to register for a free account. There may be a waiting period in between when you request membership and when you are issued an invitation.

Step 2: Create a pinboard titled "Ocean Spray Berry Blue" and pin a minimum of 10 and a maximum of 20 "blue-inspired" items such as recipes, crafts, entertaining, lifestyle, etc. At least three of those pins must be Ocean Spray products or recipes with links to their respective URL addresses on www.OceanSpray.com. Each posted pin must include the hashtag #berryblue. You should only pin items that you feel you have the legal right to pin. Sponsor assumes no responsibility or liability for any issues which may arise resulting from items pinned to your pinboard.

Step 3: Post a comment, with a link to your "Berry Blue" pinboard on the Ocean Spray contest announcement pin.

Step 3 must be completed by 5:00 pm on 8/31/12. Upon submission of your pinboard, you will receive one entry into the Contest**. Limit one entry/pinboard per person and per Pinterest account.** Entrants' pinboards will be reviewed by Sponsor for compliance with these Official Rules. Sponsor reserves the right in its sole discretion to decide if an entry is appropriate, and may disqualify any entry at any time in the event it is determined, in the Sponsor's sole discretion that the entry is not appropriate, or, that the entrant has not complied with these Official Rules.

All entries become the sole property of Sponsor, and will neither be acknowledged or returned.

Entries must not contain inappropriate content, including but not limited to vulgarity, obscenity, lewd, pornographic or violent material, or materials which promote violence. Entries must not defame or invade the privacy or publicity rights of any person, living or deceased, or otherwise infringe upon a person's personal or proprietary rights. Entries that do not include all required information and do not adhere to the foregoing, in the Sponsor's sole discretion, and following requirements will be considered void and will not be considered in the judging of the Contest. Entries that are deemed by Sponsor in its sole discretion to be immoral, obscene, profane or not in keeping with Sponsor's image will be disqualified.

Once submitted, an entry may not be changed, altered or modified. By submitting an entry, entrant gives permission to Sponsor to post his/her name on the World Wide Web, and other media now known or hereafter discovered, and to otherwise use his/her name in accordance with the requirements of this Promotion and Official Rules. Note that entrant must maintain his or her Pinterest account in good

standing and must continue to host his or her entry pinboard through 11:59 pm ET on 9/28/12 at the same link disclosed in his or her entry.

Entrant further warrants and represents (1) that his/her entry materials do not violate any law or regulation, (2) that his/her entry materials do not violate or infringe any right, of any third party, including but not limited to intellectual property rights, such as but not limited to, rights of copyright, trademark or patent, or rights of publicity and/or privacy, and is not defamatory, slanderous or libelous or portray any person in a false light, (3) that his/her entry materials are his/her own original work and that he/she owns or controls all right, title and interest in the entry materials, and (4) that he/she has followed these Official Rules.

By entering, entrant agrees to indemnify and hold harmless Releasees (as defined below) from any action or liability resulting from the pinning of any items to entrant's pinboard.

4. **ENTRY JUDGING/WINNER SELECTION:** On or before 9/28/12, all qualified entries will be judged by a panel of judges selected by Sponsor using the following criteria equally: (1) Creativity, (2) Positive representation of the "Berry Blue" theme, (3) Originality, and (4) Creative use of Ocean Spray products and recipes. In the event of a tie, the tie will be broken based on the highest Creativity score. The judges' decisions are final and binding. The highest scoring entry will be deemed the winner, pending verification of eligibility and continued compliance with these Official Rules. Sponsor reserves the right in its sole discretion not to award a prize if no eligible entries of sufficient quality are received.

   Winner will be notified by phone, email, mail or overnight mail at Sponsor's sole discretion. Odds of winning will depend on the number and quality of entries received.

5. **PRIZE:** The following prize will be awarded:

   (1) Grand Prize: a check in the amount of $1,000, and an Ocean Spray Blueberry gift basket. Total combined approximate retail value $1,100. Actual gift basket and its contents may vary from the images depicted in advertising and promotional materials.

6. **GENERAL:** All taxes on prize and expenses relating to acceptance and use of prize and not specified are the sole responsibility of winner. By participating, entrants (and entrant's parent/legal guardian, if entrant is a minor in his/her jurisdiction of residence) agree a) to these rules and decisions of Sponsor and judges which shall be final and binding in all respects and in all matters relating to this Promotion; b) **to hereby release, discharge, indemnify and agree to hold harmless Sponsor, Pinterest, and all of their respective parents, affiliates, subsidiaries, agencies, advertising and promotion agencies, and all of their respective employees, officers, directors, agents and representatives (individually and collectively "Releasees") from any liability or responsibility whatsoever for any claims, costs, injuries, losses or damages (whether due to negligence or otherwise) of any kind (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss of or destruction of property), arising out of or in connection with the Promotion or from their acceptance, possession, use or misuse of any prize, or participation in the Promotion or any Promotion related activity**; c) to grant the Sponsor (not withstanding anything else in these Rules) a license to reproduce and use entry materials for any purpose whatsoever without compensation or further permission, including but not limited to an irrevocable and perpetual, royalty-free, worldwide right, in all media (now known or later developed) to use, publish, or otherwise exploit any entry materials (whether altered, changed, modified, edited, used alone, together or with other works and/or used in distorted, illusory or composite form, as solely determined by Sponsor) for any trade, advertising, publicity and promotional purpose without notice, review or approval; and d) if a winner to the announcement/use of name, voice, image and/or likeness for trade, advertising, publicity and promotional purposes without additional compensation (unless prohibited by law) by Sponsor and those acting pursuant to Sponsor's direction, in all media now known or hereafter discovered, worldwide, including but not limited to the World Wide Web, without notice, review or approval and agrees to execute specific consent to such use if asked to do so. In no event will Releasees be responsible or liable for any damages or losses of any kind, whether direct, indirect, incidental, consequential, punitive or other damages. Potential Winners (and winner's parent/legal guardian if winner is a minor in his/her jurisdiction of residence) may be required to complete, sign and return an Affidavit of Eligibility, a Liability Release, an Intellectual Property Release, and where lawful a Publicity Release within time period specified at time of notification. If documents are not returned timely, or if any prize notification or prize is returned as non-

deliverable, or if potential winner is found to be ineligible or not in compliance with these Official Rules, potential winner will be disqualified and prize will be awarded to an alternate winner. Releasees are not responsible and shall not be liable for: a) telephone, electronic, hardware or software, program, network, Internet or computer malfunction, technical errors or by any human error which may occur, or any error in the processing of entries, or the incorrect or inaccurate capture of entry, or other information, or the failure to capture, or loss of, any information; b) failed, incomplete, garbled, corrupted or delayed computer transmissions, or internet or Web site accessibility or availability; c) lost, late, misdirected, mutilated, incomplete or illegible entries or email or d) any condition caused by events that may cause the Promotion to be disrupted or corrupted. Sponsor reserves the right in its sole discretion to cancel or suspend the Promotion or any portion thereof should computer hardware or software malfunctions (such as but not limited to virus, bugs, worms, tampering, unauthorized intervention, fraud, technical failures) or any other causes corrupt the administration, security or proper play of the Promotion, and select the winners from entries received prior to the action taken or in such other manner as deemed fair and appropriate by Sponsor. Sponsor reserves the right to alter, change or modify any of the winning stated materials, in its sole discretion.

7. **ADDITIONAL CONDITIONS:** Releasees are not responsible for any incorrect or inaccurate information, whether caused by Pinterest site users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Promotion and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or technical error or programming error or unauthorized access to the Pinterest site. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or Pinterest site; to be acting in violation of the Official Rules; to be acting in violation of the terms of the Pinterest site, or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any use of robotic, automatic, macro, programmed, third party or like entry methods, will disqualify all entries using such methods. Entry information and entries become property of Sponsor. No correspondence about entries will be entered into nor will entries be acknowledged or returned. No more than the stated number of prizes will be awarded. In case of dispute, entries will be declared made by the authorized account holder of the email address used to participate at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g. business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

   IN NO EVENT WILL RELEASEES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF INTERNET SITE www.Pinterest.com OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED 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 OR 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.

8 **PRIVACY POLICY:** Information submitted with an entry is subject to the Privacy Policy stated on the www.OceanSpray.com Web Site.

9. **ARBITRATION/CHOICE OF LAW:** Except where prohibited, entrants (and entrant's parent/legal guardian if entrant is a minor) agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Promotion, or any prize awarded, or the determination of the winners, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules of the American Arbitration Association, then effective, and (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages (other than for actual out-of-pocket expenses), and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and

obligations of entrant and/or Releasees in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without regard for conflicts of law doctrine of any jurisdiction, and all proceedings shall take place in Plymouth County, Commonwealth of Massachusetts.

10. **WINNER'S NAME:** For winner's name, mail a self-addressed, stamped envelope to be received by 10/5/12 to: Ocean Spray “Berry Blue" Contest Winners, PMI Station, P.O. Box, 750, Southbury, CT 06488-0750.

Sponsor: Ocean Spray Cranberries, Inc., One Ocean Spray Drive, Lakeville-Middleboro, MA 02349.

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