Official Rules and Consumer Disclosure: Amy's #VeggieBurgerDay Sweepstakes

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

- 1. Eligibility: Sweepstakes (the "Sweepstakes") is open only to those who correctly follow the instructions for entering and who are 18 as of the date of entry. The sweepstakes is only open to legal residents of the United States of America, including the District of Columbia, and is void where prohibited by law. Employees of Amy's Kitchen, Inc. (the "Sponsor") and its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, and their immediate family members and/or those living in the same household, are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.
- 2. Agreement to Rules: By participating, you agree to be fully and unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of Sponsor, as final and binding as they relate to the Sweepstakes. The Sweepstakes is subject to all applicable federal, state and local laws.
- **3. Sweepstakes Period:** Entries will be accepted online starting Thursday, June 1, 2017 at 10:00 AM PDT and ending Friday, June 30, 2017 at 11:59 PM PDT ("Sweepstakes Period"). All online entries must be received by Friday, June 30, 2017 at 11:59 PM PDT.
- **4. Entry Conditions:** The Sweepstakes must be entered via a web form at AmysKitchen.com. To enter you must provide your name and email address at www.amyskitchen.com/veggieburgerday. Only one entry is permitted per person; multiple entries will be void. The entry must fulfill all sweepstakes requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to these rules will be disqualified at the sole discretion of Amy's Kitchen, Inc. Use of fraudulent methods or other attempts to circumvent the rules will make you ineligible at the sole discretion of Amy's Kitchen, Inc. By entering you warrant and represent that: (a) the name and email address provided are your own; and (b) your entry does not infringe upon rights of privacy, publicity or other intellectual property or other rights of any person or entity. Entrant will indemnify and hold harmless Sponsor from any claims to the contrary.
- **5. Prizes:** There will be twenty-six (26) winners of the Sweepstakes: twenty-five (25) Monthly Delivery winners and one (1) Grand Prize winner. Each of the Monthly Delivery winners will receive one delivery a month of Sponsor's products for three (3) months, for a total prize value of up to \$300. The Grand Prize winner will receive a family style meal in their hometown hosted by Amy's for twenty (20) people. The value of the Grand Prize is up to \$5,000. The specifics of the prizes shall be solely determined by the Sponsor. No cash or other prize substitution permitted except at Sponsor's discretion. The prize is nontransferable. Payment of any taxes on the prize is the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted.
- **6. Odds:** The odds of winning depend on the number of eligible entries received.
- 7. Winner selection and notification: Winners of the Sweepstakes will be selected in a random drawing under the supervision of the Sponsor. Winners will be notified by Friday, July 7, by 11:59 PM PDT via an email from Sponsor to winner. Amy's Kitchen, Inc. shall have no liability for a winner's failure to receive the email for any reason, including winners' privacy or security settings, spam or junk filters, or winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner is ineligible, fails to respond to the email within seven (7) days from the time the email was sent, fails to provide an address for Sponsor to send the prize, fails to cooperate with Sponsor in its attempts to deliver the prize, cannot be contacted for any reason, or fails to timely complete and return any declaration, release or other document requested by Sponsor, prize may be forfeited and an alternate winner

selected. As a condition to being declared a winner, the potential winner will be required to provide a valid U.S. physical mailing address that can accept overnight frozen food deliveries. The receipt by winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

- 8. Rights Granted by you: By entering the Sweepstakes you understand that Amy's Kitchen, Inc., anyone acting on behalf of Amy's Kitchen, Inc., or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, modify, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Sweepstakes, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation. If requested, you agree to sign any documentation required by Sponsor or its designees to make use of these rights.
- **9. Terms:** Amy's Kitchen, Inc. reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes should (in its sole discretion) a 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, Amy's Kitchen, Inc. may select the winner(s) 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 who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these Rules. Sponsor has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void entries for any reason, including, but not limited to, multiple entries from the same user from different accounts or the use of bots, macros or scripts or other technical means for entering. 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, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.
- 10. Limitation of Liability: By entering you agree to release and hold harmless Amy's Kitchen, Inc. and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.
- 11. Disputes: THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND CALIFORNIA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in California having jurisdiction. Further, in any such dispute, where and to the extent permitted by law, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.
- **12. Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the Amy's Kitchen Web Site. Click here to read the Privacy Policy: https://www.amys.com/privacy-policy.

- **13. Winners List:** To obtain a copy of the winners' names or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Amy's Kitchen, Inc., C/O Social Media, 1650 Corporate Circle, Suite 200, Petaluma CA, 94954, USA. Requests must be received no later than Friday, July 14, 2017.
- **14. Sponsor:** The Sponsor of the Sweepstakes is Amy's Kitchen, Inc. 1650 Corporate Circle, Suite 200, Petaluma CA, 94954, USA.