

OFFICIAL RULES
“PLAY OUTSIDE THE BOX!” SWEEPSTAKES
4/1/19-7/31/19

**NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR
1WIN. A PURCHASE, PAYMENT OR PHOTO UPLOAD WILL NOT IMPROVE
YOUR CHANCES OF WINNING.**

ELIGIBILITY: The “Play Outside the Box!” Sweepstakes (the “Sweepstakes”) is open only to individual, legal residents of the 50 United States and the District of Columbia (“D.C.”), who are 18 years of age or older as of the date of entry (19 or older in AL and NE, 21 or older in MS) at the time of entry. Employees, officers and representatives of Apple & Eve, LLC (“Sponsor”), Advantage Solutions d/b/a IN Connected Marketing (“Administrator”), each of their respective parent companies, affiliates, subsidiaries, advertising, fulfillment and marketing agencies, prize suppliers and members of the immediate families (spouse, parent, grandparent, child, grandchild, sibling and their respective spouses, regardless of where they reside) and households (whether related or not) of any of the above are not eligible to participate in the Sweepstakes. By participating, you agree to be bound by the Official Rules and the decisions of the Sponsor and Administrator, which are final and binding in all respects. Void in Puerto Rico, U.S. Territories and outside the 50 United States/D.C. and where prohibited by law. The Sweepstakes is subject to all applicable federal, state and local laws and regulations.

HOW TO ENTER THE SWEEPSTAKES: Begins at 12:00:01 p.m. Eastern Time (“ET”) on 4/1/19 and ends at 11:59:59 a.m. ET on 7/31/19 (the “Promotion Period”). Visit www.AppleandEve.com/PlayOutside during the Promotion Period and follow the directions to complete and submit an entry form with all requested information to receive one (1) entry into the Sweepstakes (an “Entry”). Entrants must have a valid e-mail address. **LIMIT: One (1) Entry per person/email address per day.** For purposes of this Sweepstakes, a “day” begins at 12:00:00 p.m. (noon) ET each calendar day of the Promotion Period and ends the following calendar day at 11:59:59 a.m. ET, except for 4/1/19 which begins at 12:00:01 p.m. ET. Any attempt by any entrant to obtain more than one (1) entry per day by using multiple/different email addresses, identities, registrations and logins, or any other methods will void all of that entrant’s entries, and that entrant may be disqualified from participation in the Sweepstakes, in the Sponsor’s sole discretion. Entries that are generated by a script, macro, or other automated means and/or otherwise not in compliance with these Official Rules will be disqualified. Automated methods of entry, including entry via third party websites or services, are prohibited. Sponsor and Administrator are not responsible for (a) electronic transmissions or Entries that are lost, late, stolen, incomplete, damaged, garbled, destroyed, misdirected or not received by Sponsor or its agents for any reason; (b) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operations or transmission, communication failures or human error that may occur in the transmission, receipt or

processing of Entries, or for destruction of or unauthorized access to, or alteration of Entries; (c) failed or unavailable hardware, network, software or telephone transmissions, damage to entrants' or any person's computer, mobile device and/or its contents, or causes beyond Sponsor's or Administrator's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Sweepstakes; (d) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Sweepstakes; (e) any typographical or other error in any printing or advertising related to this Sweepstakes, in the administration or execution of the Sweepstakes, or in the announcement of the prize winner; or (f) cheating or fraud by any entrant. Sponsor is not responsible for any interruptions in phone service, unavailable network, server, Internet Service Provider (ISP), website or other connections that may limit a person's ability to participate in the Sweepstakes. In the event of a dispute regarding Entries received from multiple users having used the same e-mail account, the authorized subscriber of the e-mail account at the time of entry will be deemed to be the Entrant and must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider or other organization responsible for assigning e-mail addresses for the applicable domain. Incomplete or otherwise non-compliant Entries will be void. Standard data rates may apply if a mobile device is used for Sweepstakes entry. Check with your wireless service provider for details. Wireless internet access may not be available in certain areas and is not available on all mobile devices/wireless service providers.

SWEEPSTAKES WINNER SELECTION AND PRIZE: On or about 8/5/19, one (1) potential Grand Prize winner, one (1) potential First Prize winner, and one (1) potential Second Prize winner will be selected in a random drawing that will be conducted by the Administrator from among all eligible Entries received throughout the Promotion Period.

One (1) Grand Prize: \$4,445.00 credit towards the purchase of Little Tikes® product(s) and a one (1) year supply (12 cases/32 ct. ea.) of Apple & Eve juice. The Approximate Retail Value ("ARV") of the Grand Prize is \$4,625.00. **One (1) First Prize:** \$250.00 credit towards the purchase of Little Tikes® product(s) and a three (3) month supply (3 cases/32 ct. ea.) of Apple & Eve juice. ARV of the First Prize is \$295.00. **One (1) Second Prize:** Little Tikes Cozy Coupe product and a one (1) month supply (1 case/32 ct.) of Apple & Eve juice. ARV of the Second Prize is \$80.00. Little Tikes® products are subject to availability and Sponsors approval. Any difference between the actual purchase price and price listed above for Little Tikes® products, will not be awarded. Any difference in Little Tikes® product purchase exceeding the credit value provided will be winner's sole responsibility. Apple & Eve juice will be awarded as free product coupons good where Apple & Eve are sold.

ARV of all prizes: \$5,000.00.

Odds of winning a Prize will be determined by the number of eligible Entries received throughout the Promotion Period.

GENERAL CONDITIONS: No cash redemption, substitution or transfer of Prize permitted. Sponsor reserves the right to substitute a Prize (or portion thereof) of equal or greater value if the prize (or portion thereof) becomes unavailable. **All federal, state and local income taxes on the Prizes are the sole responsibility of the individual winners.** Winners will be notified by the email address or mailing address used to enter the Sweepstakes and will have 48 hours to respond to Administrator with the requested information. Noncompliance by date specified on prize winner's notification email or return of any Prize or Prize notification as undeliverable will result in disqualification and forfeiture of the Prize and an alternate winner may be chosen. Potential Grand Prize winner will be required to complete, sign and return an Affidavit of eligibility, liability release and (where lawful) a publicity release and an IRS Form W9 and perhaps other documents. Grand Prize winner will be issued an IRS 1099 Tax Form for value of prize won and agrees, upon Sponsor's request and without additional compensation, to fully cooperate with Sponsor and its agencies relative to Sponsor's compliance with any applicable tax reporting requirements. Prize will be awarded provided it is claimed properly in accordance with these Official Rules. Unclaimed Prize may not be awarded. Acceptance of the Prize constitutes Winner's agreement and permission for Sponsor and/or its designees to use winner's name/likeness and other indicia of persona for advertising and trade purposes in any and all media worldwide without limitation and without further notice or compensation, unless prohibited by law. Acceptance of the Prize further constitutes Winner's acknowledgement that the Released Parties (as defined below) have neither made, nor are in any way responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. By participating and/or accepting the Prize (if applicable), Sweepstakes entrants agree (and agree to confirm in writing, if requested) to: (a) be bound by these Official Rules and the decisions of the Sponsor and Administrator, which shall be final and binding in all respects; and (b) to release and forever discharge, hold harmless and covenant not to sue Sponsor, Administrator, and each of their respective parent companies, affiliates, subsidiaries, distributors, agents and promotion and advertising agencies, prize suppliers and the employees, directors and officers of each of the foregoing entities (collectively, the "Released Parties"), from and against any and all claims, demands, damages, losses and liabilities, of any nature whatsoever, which they may now or hereafter assert, including but not limited to, claims for injury, death, damages, or illness arising out of or relating to or claimed to be arising out of or relating to participation in the Sweepstakes, prize acceptance, or the use or misuse of a Prize or any item redeemed therewith or participation in any prize-related activity. Sponsor and its agents are not responsible for any communication or printing or other errors in Sweepstakes-related material. The failure of Sponsor/Administrator to enforce any provision in these Official Rules shall not constitute the waiver of such provision. Sponsor reserves the right, in its sole discretion, to cancel, terminate or suspend this Sweepstakes should causes

beyond the control of Sponsor corrupt the administration, security or proper play of the Sweepstakes. If the Sweepstakes is terminated before the intended end date, Sponsor may award the Prizes presuming a sufficient number of eligible Entries are received (that is, at least three [3] eligible Entries are received) prior to the termination, from all non-suspect eligible Entries received prior to the date on which termination occurs, but will thereafter allow no further Entries. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Except where prohibited, by entering, entrant agrees that: any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or the award of the prize shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Connecticut; provided, however, that claims for bodily injury, personal injury, or property damage arising out of the redemption, use or misuse of the Prize or any portion thereof must be submitted to the jurisdiction and venue of the federal and state courts of the State of New York; (a) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (b) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes (except for claims for bodily injury, personal injury, or property damage arising out of the redemption, use or misuse of a Prize or any portion thereof, which will be construed in accordance with New York law, as discussed above), shall be governed by, and construed in accordance with, the laws of the State of Connecticut without giving effect to any choice of law or conflict of law rules (whether of the State of Connecticut or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Connecticut. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable or illegal, the Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials and the terms and conditions of these Official Rules, the Official Rules shall prevail, govern and control.

WINNER'S NAMES: For the names of the prize Winners, send an email to be received by 9/5/19 at 5:00:00 PM ET to: Winners@ASMnet.com and include "Play Outside the Box!" Sweepstakes in the subject line. Winner's name will be sent after winner has been verified. **DO NOT SEND ENTRIES OR ANY OTHER FORM OF CORRESPONDENCE TO THIS EMAIL ADDRESS.**

SPONSOR: This Sweepstakes is sponsored solely by Apple & Eve LLC, 2 Seaview Blvd., Port Washington, NY 11050. Sweepstakes Administrator: Advantage Solutions d/b/a IN Connected Marketing, 333 Ludlow Street, Stamford, CT 06902.

The Little Tikes Company is not a sponsor of this sweepstakes nor are they responsible for its administration, the collection of entries or the conduct of the random drawing.

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