

# KEMPS “TOP THE TATER” TATER-ATOR SWEEPSTAKES

## OFFICIAL PROMOTION RULES

**Notice concerning** Facebook/Instagram: The Kemps Top The Tater® "Tater-ator" Sweepstakes (the “**Promotion**”) is sponsored by Kemps LLC (hereinafter the “**Sponsor**”). The Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram. You understand that you are providing your information to the Sponsor and the third parties it has engaged to assist it in administering the Promotion and not to Facebook/Instagram. The owners and operators of Facebook/Instagram are completely released from all liability by each Entrant in this Promotion. Any questions, comments or complaints regarding the Promotion must be directed to the Sponsor and not Facebook/Instagram.

### **Overview of Promotion**

This Promotion provides you a chance to win a custom Top The Tater® “Tater-ator” refrigerator plus a year’s supply of Top The Tater® products, defined as fifty-two (52) free coupons with up to \$3.79 retail price value. To enter, simply stop by the Top The Tater® Booth at the Minnesota State Fair (“Booth”) with any food item, take a picture of yourself with your food at the booth, and share it on Facebook/Instagram using the hashtags #GreaterWithTater and #sweeps. Sponsor will choose one lucky winner to receive the prize, subject to the prize details below.

### **1. PROMOTION PERIOD**

Promotion entry begins when the Booth opens on August 30, 2019 and ends when the Booth closes for the night on August 31, 2019 (the “**Promotion Entry Period**”). You can enter at any time the Booth is open during this Promotion Entry Period.

Sponsor's computer is the official time-keeping device for the Promotion. Evidence of submitting an entry does not constitute evidence Sponsor received the entry.

### **2. ELIGIBILITY**

The Promotion is open to persons who are, at the time of entry, the age of majority or over in their jurisdictions of residence and legal residents of Minnesota, Wisconsin, North Dakota, South Dakota, Illinois, and Iowa only. Void where prohibited by law.

Employees of the Sponsor, its affiliated companies or agents, their respective advertising or promotional agencies, its media sponsors, the third parties engaged by Sponsor to assist it in administering the Promotion, or a member of any such employee’s immediate family (regardless of where they live) or persons with whom they are domiciled (whether related to the employee or not) are prohibited from participating in the Promotion. In these Official Rules, “immediate family” includes mother, father, brothers, sisters, sons, daughters, partner and/or spouse.

### **3. HOW TO ENTER**

To enter the Promotion, simply stop by the Booth with any food item, take a picture of yourself with your food at the booth, and share it on Facebook/Instagram using the hashtags #GreaterWithTater and #sweeps, using your public Facebook/Instagram account. All entries must be submitted during the Promotion Entry Period. By entering, you accept the Official Rules (which you can review at the Booth before entering). A person who submits a Submission (as

that term is defined below) is considered the "**Entrant**" for Promotion purposes, regardless of who is actually featured in the Submission photo.

**To have a valid entry, your Facebook/Instagram account cannot be set to private. Sponsor is unable to track your posts for entry purposes if your account is set to private.**

Your Submission must be posted through your valid and active Facebook/Instagram account. In the event of a dispute, entries received shall be deemed to be submitted by the "Authorized Account Holder" of the account used at the time of entry. "Authorized Account Holder" is defined as the natural person who is assigned to an account by an internet access provider, on-line service provider, or other organization (e.g. business, educational institution, etc.) that is responsible for assigning the account associated with the entry. If Entrant does not already have a Facebook/Instagram account, one can be opened for free by visiting [www.Facebook.com](http://www.Facebook.com) and/or [www.instagram.com](http://www.instagram.com). All entries must comply with the Facebook/Instagram site terms and conditions.

One (1) entry per person. Multiple Facebook/Instagram postings will not increase your opportunity to win.

#### **Submissions:**

As part of the entry process, you are required to submit a photo as described above with the hashtags #GreaterWithTater, and #sweeps (each a "**Submission**"). If your Submission does not meet the criteria herein, as determined at Sponsor's discretion, your entry may be ineligible. Submissions will not be acknowledged or returned.

#### **Submission Format And Content**

**Submissions must, in the sole discretion of Sponsor:**

- be in English;
- be completed by the Entrant;
- include the hashtags #GreaterWithTater and #sweeps;
- be submitted only once;
- be intended for a family audience and contain only content that is suitable for all persons and all ages;
- not contain or transmit any materials that contain software viruses or other computer code, files or programs designed to impair, limit, interfere with or cause harm to any communications network;
- not contain or otherwise make available any unsolicited or unauthorized advertising, "commercial pitch," promotional materials, junk mail, spam, pyramid schemes, or any other form of solicitation;

- not contain any trademarks or copyright-protected works (other than as owned or properly licensed by the Entrant) and in any event not infringe any other intellectual property right or publicity/privacy right of any person or entity;
- be submitted in a format and size acceptable to Facebook/Instagram;
- not show the Entrant in any state of undress or in inappropriate attire, as determined by Sponsor in its sole discretion;
- not contain the last name, phone number(s), address, or email address of any person, including the Entrant;
- be a personal photo of the Entrant or someone the Entrant is affiliated with and has the necessary permissions as set forth herein and must NOT include any famous or notable entity or person(s) whether living or deceased, or images of any creative works of a third party, unless Entrant has verifiable permission to use such content, which will be provided to Sponsor upon request;
- may include images of persons other than the Entrant; however, any prize awarded will be awarded ONLY to the Entrant. All persons featured in the photo must acknowledge that they are not being entered in the Promotion and are not eligible to win the prize and must be either the age of majority in their jurisdictions of residence (and at least 18) or have the permission of their parent or guardian, and at the request of Sponsor, the Entrant must be able to provide a privacy release that covers any individual included in the photo;
- not include any of the following: (a) materials relating to lotteries or gambling; (b) explicit content, images of violence, or promotion of illegal activities; (c) libelous, defamatory, disparaging, tortious or slanderous materials; (d) content that denigrates, disparages or reflects negatively on Sponsor, Facebook, Instagram, their owners and employees, or the game of baseball; (e) tobacco, e-cigarettes, alcohol or drugs; (f) dangerous stunts; (g) real weapons of any kind including, but not limited to, guns, knives or projectiles; (h) material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any other basis protected by federal, state, territory, provincial or local law, ordinance, or regulation; (i) material that is unlawful, or otherwise in violation of or contrary to the laws or regulations in any state/territory/province where the entry is created; and (j) materials that are sexually explicit or include any other content that Sponsor finds objectionable or in poor taste in Sponsor's sole discretion.

Normal time, toll, connection and usage rates, if any, charged by your Internet Service Provider will apply. No automated entry devices and/or programs permitted. All entries and physical Submissions become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Sponsor, Facebook and Instagram are not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Any entries which do not comply with all requirements outlined herein may be disqualified.

#### **4. PRIZE**

There is one (1) grand prize available. The grand prize consists of a custom Top The Tater® “Tater-ator” refrigerator plus a year’s supply of Top The Tater® products, defined as fifty-two (52) free coupons with up to \$3.79 retail price value.. Actual prizes might vary from promotional photos. The total approximate retail value of all the prizes is \$1,700.

Prize consists only of items specifically listed as part of the prize or as agreed upon by Sponsor in writing. Certain conditions and restrictions may apply. All costs and expenses not specified herein, related to the prize or incurred by accepting a prize, are the sole responsibility of the winner. In order to receive the prize, the potential winner may be required to sign and deliver a Declaration and Release Form within the requested timeframe (see below).

Except where or to the extent prohibited by law, winner agrees that Sponsor may use winner's name, likeness, Submission, statements, biographical information and any related images or video footage for any purpose whatsoever in any form or medium now or hereafter known in perpetuity without any further compensation to, or consent from, winner. Winner agrees that use of the winner's Submission, photo, video, statements, likeness and biographical information for any purpose whatsoever does not form part of the prize and that the Sponsor is not required to reproduce or display any images of the winner in any media.

All prizes must be accepted as awarded without substitution and are not transferable, not for resale and have no cash surrender value. The Sponsor reserves the right, in the event that the prize (or portion thereof) cannot be awarded as described for any reason whatsoever, to substitute another prize of equal or greater value. Once awarded to the winner, the Sponsor shall have no liability whatsoever for the prize or the use or misuse of the prize by the winner. Taxes on the prize are the sole responsibility of the winner. Sponsor makes no warranty, guaranty or representation of any kind concerning the prize (or any portion thereof), and (b) disclaim any implied warranty.

## **5. WINNER SELECTION AND NOTIFICATION**

The potential prize winner will be selected in a random drawing on or about September 1, 2019. The winner will be selected from all eligible entries received. The drawing will be conducted in accordance with these Official Rules on Sponsor’s behalf. The potential winner will be notified by direct message to the Facebook/Instagram post used for the entry on or about September 1, 2019. The potential winner must reply to the winner notification from Sponsor and include his/her mailing address and email address. If a potential winner (a) does not respond to the direct message notice within two (2) business days of being selected; (b) fails to return any requested properly executed release forms within the specified time (see below); or (c) declines the prize for any reason, then he/she will be disqualified and another potential winner may be selected by random draw from among the eligible Entrants until such time as all winners are declared or there are no more eligible Entrants. The Sponsor and Facebook/Instagram will not be responsible for failed attempts to contact a potential winner.

## **6. DECLARATION AND RELEASE DOCUMENTS**

Except where or to the extent prohibited by law, before being awarded a prize, the potential winner may be required to sign and return within the time stipulated by the Sponsor, a declaration and release form stating that (i) he/she has read and understood the Official Rules, (ii) grants all consents required, (iii) authorizes the Sponsor to broadcast, publish and disseminate his/her name, city of residence, photograph, likeness, statements, voice and Submission in connection with any promotion or publicity, and/or for general news, entertainment and information purposes at no

additional compensation to the potential winner beyond the awarding of the prize, (iv) accepts the prize as offered (where applicable), and (v) releases Sponsor, Facebook, Instagram (and their affiliated and related companies, advertising and promotional agencies, the parties engaged by Sponsor to assist it in administering the Promotion and their respective shareholders, directors, officers, employees, agents, representatives, successors and assigns) from any liability in connection with the prize (and all portions thereof) or this Promotion.

## 7. GENERAL

(i) By entering this Promotion, Entrants agree to abide by the Official Rules. The decisions of the Sponsor, and the third parties Sponsor has engaged to assist it in administering the Promotion, are final with respect to all aspects of the Promotion.

(ii) The Sponsor and its agents accept no responsibility for loss, damage or claims caused by or resulting from the Promotion or any prize associated with this Promotion, including but not limited to death or property damage due, in whole or in part, directly or indirectly to the acceptance, use, or misuse of a prize, travel or other activities related to any prize, participation in any Promotion-related activity, or participation in the Promotion.

(iii) The Sponsor and Facebook/Instagram will not be responsible for late, lost, illegible, incomplete or destroyed Submissions; all such entries are void. The Sponsor and its agents and Facebook/Instagram will not be liable for any failure of the Promotion Website or Facebook/Instagram, and do not assume any responsibility for incorrect or inaccurate capture of entry information, technical malfunctions, human or technical error, printing errors, lost, delayed or garbled data or transmissions, omission, interruption, deletion, defect or failures of any telephone or computer lines or networks, computer equipment, software or any combination thereof. Entry material/data that has been tampered with or altered is void. In the event it is determined that an Entrant has entered in a fashion not sanctioned by the Official Rules and/or has submitted more than the number of entries permitted by the Official Rules, the Entrant will be disqualified and all of the entries submitted by the Entrant will be disqualified. Sponsor reserves the right to void all entries made through any robotic, automatic, mechanical, programmed or similar entry duplication method.

(iv) The Sponsor reserves the right to terminate or amend this Promotion at any time and in any way without prior notice. Without limiting the foregoing, if, for any reason, the Promotion is not capable of running as originally planned, as a result of tampering, infection by computer virus, events beyond Sponsor's reasonable control, etc., the Sponsor reserves the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the Promotion without notice or further obligation. If the Sponsor, in its discretion, elects to abbreviate the Promotion as a result of such event, the Sponsor reserves the right, but shall have no obligation, to award the prizes from among all valid and eligible entries received up to the time of such event. The Sponsor and any independent Promotion organization shall not be held responsible for any problems, errors or negligence that may arise or occur in connection with the Promotion, including, but not limited to, any damage to an Entrant's computer equipment, system, software or any combination thereof, as a result of the Entrant's participation in this Promotion.

**(v) WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH ATTEMPT BE MADE, SPONSOR AND THE MLB ENTITIES RESERVE THE RIGHT TO SEEK**

**DAMAGES FROM ANY PERSON RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

(vi) This Promotion is subject to all applicable federal, state, and municipal laws.

(vii) Each Entrant agrees to indemnify, defend and hold harmless Sponsor and Facebook/Instagram in the event that any third-party claims that a Submission infringes such third-party's intellectual property or publicity/privacy rights.

(viii) The Sponsor respects your right to privacy. Personal information collected from Entrants will only be used by the Sponsor and its agents to administer the Promotion and in any other way listed herein or disclosed to the Entrant by Sponsor.

(ix) Sponsor reserves the right, at its sole discretion, to suspend, disqualify, limit or revoke this Promotion from any person it finds or believes to be manipulating or otherwise abusing the process, fairness, integrity, safety or operation of the Promotion.

**8. DISPUTE RESOLUTION/CHOICE OF LAW:** Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of Minnesota. All disputes arising out of or connected with this Sweepstakes will be resolved individually, and without resort to class action, exclusively by the appropriate federal or Minnesota State Court. Should there be a conflict between the laws of the State of Minnesota and any other laws, the conflict will be resolved in favor of the laws of the State of Minnesota. All judgments or awards shall be limited to actual incurred out-of-pocket expenses (excluding attorneys' fees) associated with participation in this Sweepstakes and shall not include any indirect, punitive, incidental and/or consequential damages.

**9. WINNERS LIST:** For the name of the winner, please send a self-addressed, stamped envelope to Kemps at the below address on or before December 31, 2019.

**10. SPONSOR:** Promotion is sponsored by Kemps LLC, 1270 Energy Lane, St. Paul, MN 55108.