

FARMHOUSE FRESH  
[SMURF PARTY GIVEAWAY]

OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.** Void where prohibited by law and outside the United States. Subject to all federal, state, and local laws, regulations and ordinances. The **SMURF PARTY GIVEAWAY** Sweepstakes (the “**Sweepstakes**”) begins on September 13, 2023 at 12:00 a.m. Eastern Time (“**ET**”) and ends on October 31, 2023 at 11:59 p.m. ET (the “**Sweepstakes Period**”). Sponsor’s computer is the official timekeeping device for this Sweepstakes.

**BY PARTICIPATING IN THIS SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. WITHOUT LIMITATION, THIS CONTRACT PROVIDES FOR INDEMNIFICATION OF THE SPONSOR AND OTHER SWEEPSTAKES ENTITIES BY YOU, A CLASS ACTION AND JURY TRIAL WAIVER, AND A LIMITATION OF YOUR RIGHTS AND REMEDIES. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, META PLATFORMS, INC. (INCLUDING FACEBOOK), OR ITS PARENT COMPANIES.**

1. **SPONSOR:** The Sponsor for this Sweepstakes is FarmHouse Fresh (“Company” or “Sponsor”), 8797 CR 858 McKinney, TX 75071.
2. **ELIGIBILITY:** The Sweepstakes is open only to legal U.S. residents who are 18 years of age or older (19 years of age in Alabama and Nebraska, 21 years of age in Mississippi ) and who are registered users with an active Facebook or Instagram account at the time of entry (each, an “Entrant”). You can create a Facebook or Instagram account for free at [www.facebook.com](http://www.facebook.com) or <http://www.instagram.com> Employees, officers, directors and agents of Company, any other company involved in the presentation, administration or fulfillment of the Sweepstakes, and/or their respective subsidiaries, affiliated companies and divisions (collectively, the “Sweepstakes Entities”), and each of their immediate family members (defined as any spouse, partner, parent, legal guardian, sibling, child, legal ward, grandparent, or grandchild, regardless of where they reside) and/or those living in the same household are not eligible to enter or win. Sponsor reserves the right to verify the eligibility of winners. Participation constitutes Entrant’s full and unconditional agreement to these Official Rules and to Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes.

**3. HOW TO ENTER:**

**A. To enter on social media:**

- i. **Facebook:** To enter via Facebook, you must complete all of the following steps during the Sweepstakes Period: While logged into your Facebook account, and with your

account set to “public,” create a post that includes your Smurf Party photos or videos. Include the hashtags #FHFSmurfRescueParty, and tag both @FarmHouseFresh and @SmurfOfficial in your post.

Upon completing these all these steps, you will be automatically entered with one (1) entry into the Sweepstakes. Failure to complete all of the steps above will result in an invalid and ineligible entry into this Sweepstakes. If you do not have a Facebook account, you can create one for free at [www.facebook.com](http://www.facebook.com). Ensure that your Facebook account settings allow the FarmHouse Fresh Facebook page to contact you via direct messaging in the event that you are selected as a potential winner.

- ii. **Instagram:** To enter via Instagram, you must complete all of the following steps, during the Sweepstakes Period: While logged into your Instagram account, and with your account set to “public,” create a post that includes your Smurfette in your spa or store Image or Video.

Include the hashtags #FHFSmurfRescueParty, and tag both @FarmHouseFresh and @SmurfsOfficial in your post.

- iii. Upon completing all of these steps, you will be automatically entered with one (1) entry into the Sweepstakes. Failure to complete all of the steps above, will result in an invalid and ineligible entry into this Sweepstakes. If you do not have an Instagram account, you can create one for free at [www.instagram.com](http://www.instagram.com). Ensure that your Instagram account settings allow the FarmHouse Fresh Instagram page to contact you via direct messaging in the event that you are selected as a potential winner.

Please note: By entering in this Sweepstakes, you signify and agree that your entry and any other materials submitted in connection with this Sweepstakes may be posted on Sponsor’s website and/or other social media sites or applications associated with the Sweepstakes in a manner that is consistent with these Official Rules. Upon submission of entry in this Sweepstakes, you agree that Sponsor may contact you via social media, including on Facebook or Instagram, by sending you a direct message, tagging you, posting to your social media page or naming you on Sponsor’s social media page. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply. ***If you are entering via a mobile device and using your wireless carrier’s network, standard data charges from your wireless carrier may apply.***

Entries, comments and content submitted or uploaded to any social media sites or other public sites in connection with this Sweepstakes (collectively, “Content Submissions”) may not contain, depict or show any content that: (i) is sexually explicit or suggestive, offensive, lewd, profane, obscene, or contains nudity or racist innuendo; (ii) promotes any activities that may appear unsafe or dangerous, or any political agenda or message; (iii) defames, misrepresents or contains disparaging remarks about Sponsor or other companies; (iv) contains trademarks, logos or trade dress (such as distinctive packaging

or building exteriors/interiors) or copyrighted materials (including photographs, sculptures, paintings and other works of art or images published via websites, television, movies or other media) owned by others, without permission; (v) contains any personal identification, such as license plate numbers, last names (first names are permitted), email addresses or street addresses for any person other than Entrant, or otherwise infringes on the privacy of any person other than an Entrant; (vi) communicates messages or images inconsistent with the positive image and good will of Sponsor's brand; and/or (vii) violates any law. Any Content Submissions that contain, depict or show such content; that exceed any required file size or length limits imposed by the Sweepstakes Entities or any of the third-party social media sites listed herein; and/or that violate these Content Submission requirements, the terms of these Official Rules, and or the terms and conditions of any such third-party social media site will be disqualified. Content Submission may not include music. Content Submissions must be the entrant's original idea, must be in an acceptable digital form for use on the Instagram platform, and must be of satisfactory quality and clarity. If a Content Submission contains an identifiable third party other than Entrant, by submitting the Content Submission, the Entrant represents and warrants that he/she has obtained the consent of such person to the Sweepstakes Entities' use of the Content Submission. Entrant may be required to supply such third-party written consent to the Sweepstakes Entities upon request. The Sweepstakes Entities reserve the right in their sole and unfettered discretion to disqualify any Content Submission that they believe is inappropriate or not suitable for publication, that does not comply with these Official Rules or that is not consistent with the spirit or theme of the Sweepstakes.

**LIMIT ONE (1) ENTRY PER PERSON. ADDITIONAL ENTRIES IN EXCESS OF THE LIMIT MAY BE DISQUALIFIED.** Automated entries, entries which use or in any way incorporate artificial intelligence or any other simulation of human intelligence or process through the use of a machine or computer system (collectively, "Artificial Intelligence"), either in the creation or submission of the entry or as a part of any entry, and/or third-party entries are prohibited. Any entry that was created by using, or in any way incorporates, Artificial Intelligence, or that was created or made by a third party, will be void, and the entrant who submitted such an entry may be disqualified at Sponsor's sole discretion. Multiple entrants are not permitted to share the same email address or social media account. Any attempt by any entrant to obtain more than the permitted number of entries by using multiple and/or different identities, forms, registrations, addresses or any other method will void all of that entrant's entries, and that entrant may be disqualified at Sponsor's discretion. Multiple entrants are not permitted to share the same email address. Normal Internet, phone and usage charges imposed by your online or phone service may apply. Incomplete, illegible, corrupted or untimely entries are void and will be disqualified. Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected or illegible entries; lost, interrupted or unavailable network, server or other connections; or miscommunications, computer or software malfunctions, telephone transmission problems, technical failures, garbled transmissions, damage to a user's computer equipment (software or hardware) or other errors or malfunctions of any kind, whether

human, mechanical, electronic or otherwise. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. In the event of a dispute as to the identity of an entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant or participant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider, Internet service provider or other organization (which may include an employer) responsible for assigning email addresses for the domain associated with the submitted address. Potential winner may be required to show proof of being the authorized account holder. Entries specifying an invalid, non-working or inactive email address will be disqualified and ineligible to win.

- 4. SELECTION OF WINNERS:** On or about November 1, 2023. Sponsor will select the name of the potential winner of the prize in a random drawing from among all eligible entries received. The odds of winning are based on the number of eligible entries received. The potential winner[s] will be notified on or about November 1, 2023 by direct message on Facebook or Instagram.

If the potential winner cannot be contacted via email, telephone, and/or registered mail after the first attempt to contact them, if potential winner is unavailable to claim prize within any time period specified by Sponsor, or in the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner selected by a random drawing from among all remaining eligible entries. If Sponsor is unable to determine and verify a potential winner after repeated alternate drawings or if they fail to receive a sufficient number of entries to correspond to the number of prize(s) available to be awarded, Sponsor reserves the right to not award any or all of the prize(s).

**Verification of Potential Winners:** THE POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT’S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

- **PRIZES:** There will be 1 prize awarded on Instagram, and 1 prize awarded on Facebook. Each prize consists of:  
30 FHFxSmurfs Smurfy Ever After T Shirts for your company’s team.  
Total Approximate Retail Value (“ARV”) of the prize: around \$1,050 for 30 shirts. Total ARV of all prizes to be awarded: \$2100. Limit one (1) prize per Store or Spa.

**PRIZE RESTRICTIONS:** Any and all applicable federal, state and local taxes and all fees and expenses related to acceptance and use of prize not specifically stated herein are the responsibility solely of winner. Prize cannot be substituted, assigned, transferred or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions at their discretion. Sponsor will not replace any lost or stolen prizes. Prize cannot be used in conjunction with any other promotion or offer. Only the number of prizes stated in these Official Rules is available to be won in the Sweepstakes. If, by reason of a print or other error,

more prizes are claimed than the number set forth in these Official Rules, prize winner(s) will be selected in accordance with the winner selection method described above from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available. Sponsor is not responsible for any delay or cancellation of the prize delivery due to unforeseen circumstances or those outside of their control. If the fulfilling merchant cancels the order for reasons out of Sponsor's control, the prize will not be delivered and no additional compensation will be provided.

- 5. GENERAL CONDITIONS:** Sweepstakes participation constitutes Entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. In the event there is a discrepancy or inconsistency between disclosures or other statements (in any and/or all media) contained in any Sweepstakes materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.** Sponsor reserves the right to disqualify any individual it finds to be attempting to tamper with or to undermine the entry process, any website associated with the Sweepstakes, and/or the legitimate operation of the Sweepstakes; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten or harass any other person. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Sponsor and its agents are not responsible for (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error that may occur in the administration of the Sweepstakes or the processing of entries; or (5) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect entries and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) terminate the Sweepstakes

and award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

**6. LIMITATION OF LIABILITY AND RELEASES:** BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANT AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SWEEPSTAKES ENTITIES, LAFIG BELGIUM S.A., STUDIO PEYO, S.A., META PLATFORMS, INC. (INCLUDING FACEBOOK AND INSTAGRAM), AND THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING, WEBSITE PROVIDERS, WEB MASTERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS (THE "RELEASED PARTIES"), AND THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE, ENTRY OR PARTICIPATION IN THIS SWEEPSTAKES OR IN ANY SWEEPSTAKES-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, PANDEMICS, EPIDEMICS, WIDESPREAD ILLNESS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE.

**7. PUBLICITY AND INTELLECTUAL PROPERTY RELEASE:** EXCEPT WHERE PROHIBITED BY LAW, PARTICIPATION IN THE SWEEPSTAKES CONSTITUTES WINNER'S PERMISSION AND GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR) AND ITS DESIGNEES THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING, BUT NOT LIMITED TO, THE WORLD WIDE WEB, AT ANY TIME OR TIMES, THE WINNER'S ENTRY, NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS AND BIOGRAPHICAL INFORMATION (INCLUDING, BUT NOT LIMITED

TO, HOMETOWN AND STATE), PRIZE INFORMATION, QUOTES ATTRIBUTABLE TO WINNER, AND ANY OTHER ELEMENTS OF ENTRANT'S PERSONA FOR ADVERTISING, TRADE AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION OR NOTIFICATION, INCLUDING IN A LIST TO BE USED BY SPONSOR AND ITS DESIGNEES AND ITS PARTNERS TO RE-TARGET ENTRANTS VIA EMAIL OR ANY SPONSOR APP, UNLESS PROHIBITED BY LAW.

BY SUBMITTING AN ENTRY, ENTRANT AGREES THAT SUCH ENTRY, COMMUNICATIONS OR SUBMISSIONS, CREATIVE SUGGESTIONS, IDEAS, NOTES, CONCEPTS OR OTHER MATERIALS ("SUBMISSIONS") THAT ENTRANT MAY SUBMIT TO SPONSOR OR POST ONLINE OR ON SOCIAL MEDIA IN CONNECTION WITH THIS SWEEPSTAKES, INCLUDING ALL RIGHTS EMBODIED THEREIN, WHETHER SENT VIA THE WEBSITE OR ELECTRONIC MAIL OR SOME OTHER MEANS, WITH THE EXCEPTION OF PERSONALLY IDENTIFIABLE INFORMATION AS IDENTIFIED IN SPONSOR'S PRIVACY POLICY (AVAILABLE AT [HTTPS://FARMHOUSEFRESHGOODS.COM/POLICIES/PRIVACY-POLICY](https://farmhousefreshgoods.com/policies/privacy-policy)), ARE DEEMED TO BE NON-CONFIDENTIAL AND NON-PROPRIETARY AND SPONSOR SHALL HAVE NO OBLIGATION OF ANY KIND WITH RESPECT TO SUCH SUBMISSIONS. SPONSOR SHALL BE FREE TO EDIT, EXPLOIT, MODIFY, PUBLISH, REPRODUCE, USE, DISCLOSE, DISSEMINATE AND DISTRIBUTE THE SUBMISSIONS TO OTHERS WITHOUT LIMITATION IN ANY AND ALL MEDIA NOW KNOWN OR NOT CURRENTLY KNOWN, THROUGHOUT THE WORLD IN PERPETUITY FOR ANY PURPOSE WITHOUT COMPENSATION, PERMISSION OR NOTIFICATION TO ENTRANT OR ANY THIRD PARTY. ENTRANT HEREBY GRANTS TO THE SPONSOR AND ITS LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AN IRREVOCABLE AND WORLDWIDE LICENSE TO USE IN PERPETUITY THE SUBMISSIONS IN ANY FORM OR FORMAT AND TO MODIFY THE SAME, AND ACKNOWLEDGES AND AGREES THAT IF SPONSOR DOES USE THE SUBMISSIONS, ENTRANT SHALL NOT BE ENTITLED TO ANY CREDIT, CONSIDERATION, NOTICE OR PAYMENTS OF ANY KIND. ENTRANT WAIVES ANY MORAL RIGHTS HE OR SHE MAY HAVE TO THE SUBMISSIONS AND AGREES THAT IF SPONSOR ELECTS TO USE SUBMISSIONS FOR ANY PURPOSE, ALL RIGHTS UNDER COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS THAT MAY RESULT FROM THAT RELATING TO ENTRANT'S SUBMISSIONS OR FROM USE OF THE SAME BY SPONSOR SHALL BE THE SOLE PROPERTY OF SPONSOR. ENTRANT FURTHER AGREES THAT IF SPONSOR ELECTS TO USE ENTRANT'S SUBMISSIONS, ENTRANT WILL EXECUTE ANY DOCUMENTS REQUESTED BY SPONSOR REGARDING THIS ASSIGNMENT. IF ANY USE BY SPONSOR OF THE SUBMISSIONS CAUSES IT TO BE LIABLE TO ANY THIRD PARTY, ENTRANT AGREES TO INDEMNIFY SPONSOR AND ITS AGENTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVE AND ALL RELATED PARTIES FROM AND AGAINST ANY AND ALL DAMAGES, COSTS, JUDGMENTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) THAT IT INCURS AS A RESULT OF ITS USE OF THE SUBMISSIONS.

WITHOUT LIMITING THE FOREGOING, AND EXCEPT FOR ANY MANUFACTURER'S WARRANTIES THAT MAY BE PROVIDED WITH INDIVIDUAL PRIZES, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING EACH WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES AND ALL PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS 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 EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

8. **DISPUTES.** This Sweepstakes is governed by the laws of the United States. Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of Texas or the appropriate State Court located in Texas; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes not to exceed fifty U.S. dollars (US\$50.00), 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, 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, or the rights and obligations of the Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas.
9. **SEVERABILITY:** If any term of provision of these Official Rules is found under the law to be invalid or unenforceable, then such specific term or provision shall be of no force and effect and shall be severed, and the remainder of these Official Rules shall continue in full force and effect.
10. **PRIVACY:** Information collected from Entrants is subject to the Sponsor's Privacy Policy, which can be found at [HTTPS://FARMHOUSEFRESHGOODS.COM/POLICIES/PRIVACY-POLICY](https://farmhousefreshgoods.com/policies/privacy-policy)
11. **OFFICIAL RULES AND WINNERS LIST:** : For a copy of the Official Rules, or for the name of the winner available after a winner has been confirmed, send a self-addressed, stamped envelope to: FarmHouse Fresh, 8797 CR 858 McKinney, Texas 75071. Requests for Official Rules must be received no later than 60 days after the giveaway is posted: November 13, 2023. Requests for the name of the winner must be received by 6 months after close, May 1, 2024. Vermont residents may exclude return postage on requests for Official Rules.



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