

Promotion Watch Draft #5: 10/14/20 – 9:00 AM (ET)

THE FLOWER FIELDS WEDDING GIVEAWAY SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. **PROMOTION DESCRIPTION:** The Flower Fields Wedding Giveaway Sweepstakes (the “Sweepstakes”) is a social media Sweepstakes that begins on 10/12/20 at 8:00:00 PM Pacific Time (“PT”) and ends on 11/29/20 at 11:59:59 PM (PT) (the “Promotion Period”).

Throughout the Promotion Period, eligible entrants will have the opportunity to comment on Instagram with his/her dream wedding guest and Tag his/her partner along with the Hashtag and follow the Sponsor and the Prize Providers on Instagram (the “Submission”), as more fully set forth below. There will be one (1) Grand Prize winner in the Sweepstakes that will be randomly selected at the conclusion of the Promotion Period.

By participating in the Sweepstakes and posting a Submission, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of The Flower Fields (“Sponsor”), which shall be final and binding in all respects.

2. **ELIGIBILITY:** Sweepstakes is open only to legal residents of the states of Arizona, California, Nevada, Oregon and are eighteen (18) years of age or older at time of entry. Employees of The Flower Fields at Carlsbad Ranch/CB Ranch Enterprises/Flower Fields Foundation, the “Prize Providers” which includes - Siren Floral Co., Lucy Munoz Photography, Hey there Cupcake!, Tap Truck, The Bustle Bridal Boutique, Events by Jenny Smorzewski, Four Things Paper, Folklore Event Rentals, Corbin’s Q and their subsidiaries, affiliates, advertising, promotion and other agencies (collectively, the “Promotion Entities”), and their immediate family members and/or those living in the same household of each are not eligible to participate. Void where prohibited by law. All federal, state, and local laws and regulations apply.
3. **HOW TO ENTER:** You may enter the Sweepstakes via Instagram by going to <http://www.instagram.com> and log into your Instagram account. Then, visit [theflowerfieldsbarn](#) page on the Instagram platform at [@theflowerfieldsbarn](#), complete your Submission by commenting with your dream wedding guest on Instagram along with the Hashtag **#FlowerFieldsWeddingEntry** (the “Hashtag”) and Tag your partner (the “Tag”); and then follow the Sponsor on Instagram [@theflowerfieldsbarn](#) and follow each of the Prize Providers [@sirenfloralco](#),

@lucymunozphotography, @_heytherecupcake, @taptrucksd, @thebustle, @events.by.jenny.smorzewski, @fourthingspaper, @adorefolklore, @corbinsq on Instagram. Submission must be completed from the entrant's Instagram account, you **MUST** include the Hashtag, and Tag your partner and follow the Sponsor and follow all Prize Providers on Instagram for your Submission to be eligible as an entry into the Sweepstakes. You must be a registered Instagram member to enter via the Instagram method of entry. Instagram account registration and Sweepstakes entry is free.

Direct any questions, comments, or complaints regarding the Sweepstakes to Sponsor, not Instagram. Limit one (1) entry per person in the Sweepstakes.

Each Submission must meet the following “**Submission Requirements**” (any Submission that, in Sponsor's sole and absolute discretion, violates the following criteria will be disqualified):

- Entrant must be the rightful owner of the Instagram account associated with the Submission;
- Submission must comply with Instagram's terms and conditions as posted on its platform;
- Submission must NOT contain subject matter which is, or could be considered, in the sole discretion of the Promotion Entities, obscene, pornographic, violent (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), defamatory, libelous, discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g., illegal gambling, underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, hateful, degrading, harassing, or otherwise unlawful, tortious or objectionable;
- Submission must NOT contain any derogatory references to any of the Promotion Entities.

Note: Sponsor reserves the right, in its sole discretion, to disqualify any entry in the Sweepstakes if Sponsor views the Submission as potentially infringing or otherwise a violation or potential violation of a third party's rights or if it deems the Submission to be lacking in taste, quality, or to be otherwise objectionable.

Entrants understand that they are posting their Submission at their sole risk. Sponsor is not responsible for any claims arising from the Submissions, specifically including, but not limited to, claims for intellectual property infringement and privacy rights violations, as well as violations of the social media platform's terms and conditions.

Proof of submission is not considered proof of delivery to or receipt of such entry. Furthermore, Sponsor shall have no liability for any entry that is lost, intercepted or not received by the Sponsor.

4. **WINNER SELECTION AND NOTIFICATION:** One (1) Grand Prize winner will be randomly selected from all eligible entries received during the Promotion Period on or about 12/1/20 by Sponsor or its designee, whose decisions are final. Potential winner will be the entrant of the Submission that is associated with an entry that is randomly selected as a winning entry, subject to eligibility verification. Potential winner will be notified via direct message within seventy two (72) hours of the random drawing with instructions on how to verify eligibility and claim the prize using contact information provided or collected at the time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by the potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within two (2) business days of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. Sponsor, in its sole discretion, will attempt to contact up to three (3) potential winners in accordance with the above procedure, after which the prize may go unawarded if it remains unclaimed. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected. Potential Grand Prize winner must execute an Affidavit of Eligibility/Liability Release, and (where imposing such condition is legal) a Publicity Release; partner of Grand Prize winner must be 18 years of age or older and must sign and return a Liability/Publicity Release prior to awarding of prize (collectively, "**Prize Claim Documents**"). If winner / partner fails or refuses to sign and return all Prize Claim Documents within seven (7) days after prize notification (or a shorter time if required by exigencies), winner may be disqualified and an alternate winner may be selected.
5. **REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION:** Each entrant represents and warrants as follows: (i) the Submission is the entrant's own original, previously unpublished, and previously unproduced work; (ii) the Submission is wholly original with the entrant; and (iii) the Submission does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. By participating in the Sweepstakes, each entrant unconditionally warrants that his/her Submission complies with and abides by the submission requirements as provided in the Official Rules. Each entrant hereby agrees to indemnify and hold the Promotion Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.
6. **GRANT OF RIGHTS:** Each entrant into the Sweepstakes hereby irrevocably grants to Sponsor, its designees, affiliates, successors and assigns, the non-exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete or display the Submission and/or in any media now known or hereafter devised including, but not limited to all forms of electronic media, print media and all forms of internet and wireless protocol in perpetuity and

throughout the universe for advertising, marketing, publicity and promotional purposes in connection with the Sweepstakes and other promotions. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the Submission for any purpose which Sponsor deems necessary or desirable, and each entrant irrevocably waives any and all so-called moral rights they may have therein.

7. **PUBLICITY RELEASE:** By participating in the Sweepstakes, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any entrant or winner of the Sweepstakes, each entrant irrevocably grants the Promotion Entities and their respective successors, assigns and licensees, the right to use such entrant's name, likeness, and biographical information in any and all media for any purpose, including without limitation, advertising and promotional purposes, without further compensation, notification, or permission in perpetuity and hereby releases the Promotion Entities from any liability with respect thereto.
8. **PRIZE/APPROXIMATE RETAIL VALUE (ARV)/ODDS:** One (1) Grand Prize is available. Grand Prize consists of a wedding for the winner and his/her partner and up to fifty (50) guests at The Flower Fields in Carlsbad, CA to be held on 3/14/21 (ARV \$25,000). Prize includes wedding ceremony set-up, one (1) wedding dress, photography, catering, beverage service, florals, event rentals, one (1) wedding cake, wedding event coordination and signage, bouquet(s) and/or boutonniere(s) for the wedding couple and catered dinner service. No transfer or substitution of prize elements will be permitted. In the event of inclement weather, winner will be solely responsible for providing any coverings and/or tents. Winner is responsible for providing a presiding officiant or clergy to conduct the wedding ceremony. Prize does not include taxes, tips, gratuities, service charges, hotel room, merchandise, souvenirs, travel to/from event venue, or any other service or item not specifically described above. Prize is not redeemable for cash. Should Grand Prize winner, his/her partner and/or any guest engage in anti-social, belligerent, unruly or otherwise inappropriate conduct in conjunction with award of Grand Prize event, the Grand Prize event may be terminated, as appropriate, with Sponsor having no further liability to Grand Prize winner, his/her partner and/or any guest, as appropriate, under any legal theory. Should such behavior of Grand Prize winner, his/her partner and/or any guest be deemed by Sponsor to be particularly egregious or offensive, Sponsor reserves the right to seek all available legal remedies against Grand Prize winner, his/her partner and/or any guest, as appropriate, so as to protect its rights. In the event any prize component associated with the prize is cancelled, delayed, or postponed for any reason outside the control of the Sponsor, Sponsor will have no further obligation, other than to award the remainder of the prize. In the event any scheduled activity associated with the prize and/or any component of the prize is cancelled for any reason, including safety, health and/or welfare concerns, scheduling conflicts, cancellations, postponement, an event of force majeure, or for any other reason, Sponsor reserves the right, if possible, to reschedule such Grand Prize event for alternate dates in its sole determination, but if

the Grand Prize event is unable to be rescheduled due to winner not being able to be available on the Sponsor-selected rescheduled date, the Sponsor shall have no further obligation to award the prize. The terms and conditions of the prize event venue will govern in the event the prize event cannot be offered due to safety and health conditions, weather conditions, an act of God, an act of terrorism, civil disturbance or any other reason. Promotion Entities will not be responsible for health and safety conditions, weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage, epidemics or pandemics, or any other natural disaster outside their control that may cause the cancellation or postponement of any prize related event. Grand Prize event is subject to venue restrictions, other terms and conditions as indicated thereon. Odds of winning the Grand Prize depend on the total number of eligible entries received. Unclaimed prize will not be awarded. All applicable federal, state, and local taxes on prize are the sole responsibility of the prize winner. **Grand Prize winner will receive an Internal Revenue Service Form 1099 for the ARV of the prize for the tax year in which the prize was awarded.**

9. **GENERAL:** No cash equivalents, substitutions or transfer of prize permitted. By participating in the Sweepstakes, each entrant agrees that the Promotion Entities (i) shall not be responsible or liable for any losses, damages or injuries of any kind resulting from participation in the Sweepstakes or in any Sweepstakes related activity, or from entrant's acceptance, receipt, possession and/or use or misuse of any prize, and (ii) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize and specifically disclaim all such warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. The Promotion Entities assume no responsibility for any damage to an entrant's or any other person's computer system which is occasioned by participating in the Sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, websites, social media platforms or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, or difficulties, printing errors, clerical, typographical or other error in the offering or announcement of the prize or in any prize notification documents, or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. If, for any reason, the Sweepstakes is not capable of running as planned, including, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right in its sole discretion to cancel, terminate, modify, suspend or extend the Sweepstakes and, in the event of any termination or cancellation, select the winner from among all

eligible, non-suspect entries received prior to the termination or cancellation provide a sufficient number of eligible Submissions have been received. Any attempt by an entrant or any other individual to deliberately undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person in connection with the Sweepstakes, is in violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to disqualify the applicable individual and seek damages and other remedies from any such person to the fullest extent permitted by law. If any provisions of these Official Rules are determined to be invalid or unenforceable, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained herein.

10. **GOVERNING LAW/JURISDICTION:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

11. **WINNER'S LIST:** For name of winner, send a self-addressed, stamped envelope by 1/15/21 to: **The Flower Fields Wedding Giveaway Sweepstakes**, Attn: Winner's List, P.O. Box 930175, Wixom, MI 48393-0175. Winner's list to be available after 12/15/20.

12. **SPONSOR:** The Flower Fields, 5704 Paseo Del Norte, Carlsbad, CA 92008.

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