

## Boston Organics Customer Appreciation Promotion Official Rules

No purchase required to enter or win. A purchase will not increase your chances of winning.

**1. Eligibility:** Boston Organics Customer Appreciation Sweepstakes (the “Promotion”) is open only to individuals who are legal residents of the state of Massachusetts and are **18 years of age or older**. Employees of Boston Organics, any agents acting for, or on behalf of the above entities, and/or the immediate family (spouse, parents, siblings and children) are not eligible. All U.S., federal, state and local laws and regulations apply. Void where prohibited by law.

**2. Sponsor:** The Promotion is sponsored by Boston Organics, 50 Terminal Street, Building 2, Suite 100, Charlestown, MA 02129 (“Sponsor”).

**3. Agreement to Official Rules:** Participation in the Promotion constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**4. Entry Period:** The Promotion will start June 4<sup>th</sup>, 2012 at 12:00 A.M. EST and end August 12, 2012 at 11:59 P.M. EST (the “Entry Period”).

**5. How to Enter:** To participate in the Promotion, entrants must submit an entry during the Entry Period. There are four (4) methods of entry:

1. Receive delivery of a valid order on Boston Organics-designated delivery day and complete payment for that order during the Entry Period (an “Eligible Entry”);
2. Order and receive the “Selected” Grocery Add-On of the week during the Entry Period. “Selected” Grocery Add-On to be specified by Sponsor in the Promotion Section of the Weekly Newsletter (<http://bostonorganics.com/wordpress/category/newsletters/>)(an “Eligible Entry”);
3. Complete and submit an online entry form, found at [https://www.surveymonkey.com/s/Boston\\_Organics\\_Sweepstakes](https://www.surveymonkey.com/s/Boston_Organics_Sweepstakes) during the Entry Period (each, an “Eligible Entry”);
4. Participate in a “Weekly Promotion” that will be specified by Sponsor in the Promotion Section of the Weekly Newsletter (<http://bostonorganics.com/wordpress/category/newsletters/>) during the

Entry Period. All Weekly Promotion entries must include the information requested by Sponsor to be eligible (each, an “Eligible Entry”).

Entrants may use any of the above methods to submit an Eligible Entry, but are limited to 10 entries from any single method. The odds and likelihood of winning are dependent on the number of eligible Entries received. Sponsor is not responsible for late, lost, incomplete or misdirected Entries, and Entries not complying with these Official Rules are subject to disqualification. Entries received before or after the Entry Period will be disqualified. In order to be eligible to win, entrants must be current customer of Boston Organics at the end of the Entry Period (entrant will still be eligible if he/she is on “Vacation” status). Sponsor is not responsible for those who cannot access the Internet or if entry information is not captured correctly, or for any technical, hardware, software, Internet, virus contamination, network, human error, electronic malfunctions, or any other problems occurring during participation in the Promotion

Sponsor reserves the right in its sole discretion to disqualify any entrant it finds to be tampering with the operation of the Promotion or to be acting in violation of these Official Rules. The use of any agencies or automated software to submit entries will void all entries submitted by that entrant.

**6. Frequency of Entry:** Entrants may submit one Entry per method per week; with a maximum of 3 Eligible Entries per week.

**7. Drawing:** On or about August 20, 2012, Sponsor will select the name of the potential winners in a random drawing of all Eligible Entries received during the Entry Period. In order to be eligible to win, entrants must be current customer of Boston Organics at the end of the Entry Period (entrant will still be eligible if he/she is on “Vacation” status).

14 winners will be drawn. Entrants with a minimum of 10 Entries will be included in the random drawing to win the “Major Prizes”: iPad 2 (WiFi 16 GB)(One (1) Available); and One Year Membership to America’s Test Kitchen Cooking School (One (1) Available). Entrants with a minimum of 5 Entries will be included in the random drawing to win one of the “High Level Prizes”: 2 tickets to Boston Foodie Tour (One (1) Available); Taza Apron and “Taste of Taza” Gift Box (One (1) Available); Equal Exchange Fair Trade Gift Basket (One (1) Available); Cuisinart Panini Maker (One (1) Available); Cookbook (Three (3) Available); and \$20 Boston Organics Gift Certificates (Five (5) Available). The potential winner will be notified by email or phone. The potential winner need not be present to win, but potential winner must respond to the notification within ten (10) days of being contacted. The odds of being selected as a potential winner depend on the number of Eligible Entries received during the Entry Period. The winner selection will be performed on August 21, 2012 and Sponsor will announce the result on its Website. Limit one (1) prize per household.

**8. Prizes:** There are a total of 9 prizes and a total of 5 discount offers available. The following are referred to herein as "Major Prizes": One (1) iPad 2 (WiFi 16 GB)(Estimated retail value of \$399); and One (1) One-Year Membership to America's Test Kitchen Cooking School (Estimated retail value of \$240). To be included in the drawing to win one of the Major Prizes, the Entrant must have a minimum of 10 Eligible Entries.

The following are referred to herein as "High Level Prizes": Two (2) tickets to a tour from Boston Foodie Tours (Estimated retail value of \$158); One (1) Taza Chocolate Apron and One (1) Taste of Taza Gift Box (Estimated retail value of \$65.50); One (1) Equal Exchange Fair Trade Gift Basket (Estimated retail value of \$48.95); One (1) Cuisinart Panini & Sandwich Press (Estimated retail value of \$49.95); One (1) Cookbook, to be determined by the Sponsor (Estimated retail value of \$30.00) (Three (3) Available); One (1) Gift Certificate for \$20 off a Boston Organics order (Estimated retail value of \$20.00) (Five (5) Available). To be included in the drawing to win one of the "High Level" Prizes, the Entrant must have a minimum of 5 Eligible Entries.

The prizes are not redeemable for cash and no other substitution may be made, except by the Sponsor, who reserves the right to substitute the prize with another prize of equal or greater value if the prize is not available for any reason as determined by the Sponsor in its sole discretion. The winner is responsible for payment and reporting of any applicable taxes and fees associated with receipt or use of the prize.

In no event shall Sponsor be liable for more than the stated number of prizes set forth herein. Any prizes depicted in advertisements are for illustrative purposes only and the actual prize may vary. Any prize details not specified above will be determined by the Sponsor in its sole discretion. No cash or other substitution is allowed except by the Sponsor who may substitute a prize (or component thereof) with another prize (or component thereof) of equal or greater value, as determined by the Sponsor in its sole discretion. The prize is not transferable or refundable and must be accepted as awarded. Winners are responsible for any and all costs and expenses not listed above. Sponsor may report the receipt of any prize to the appropriate federal, state, or local taxing agency(ies).

**9. General Conditions:** In the event that the operation, security, or administration of the Promotion is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; or (b) award the prizes at random from among the Eligible Entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or in an unsportsmanlike

or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In case of a dispute as to the owner of an entry, entry will be deemed to have been submitted by the authorized account holder of the email from which the entry is made. The authorized account holder is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

**10. Release and Limitations of Liability:** By participating in the Promotion, entrants agree to release and hold harmless the Sponsor from and against any claim or cause of action arising out of participation in the Promotion or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Promotion; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Promotion or the processing of entries; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt of any prize. Entrant further agrees that in any cause of action, Sponsor's liability will be limited to the cost of entering and participating in the Promotion, and in no event shall Sponsor be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

**11. Special Conditions:** By entering the Promotion, each entrant agrees for entrant and for entrant's heirs, executors, and administrators (a) to release and hold harmless Sponsor and its respective officers, directors, and employees (collectively, "Released Parties") from any liability, illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether caused by negligence or not, from such entrant's participation in the Promotion and/or his/her acceptance, possession, use, or misuse of the prize or any portion thereof; (b) to indemnify Released Parties from any and all liability resulting or arising from the Promotion and to hereby acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Promotion, including express warranties provided by use of the prize; and (c) to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Promotion itself, and to be bound by all decisions of the Sponsor, which are binding and final. Failure to comply with these conditions may result in disqualification from the Promotion at Sponsors' sole discretion.

**12. Disputes:** Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Promotion or any

prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Massachusetts. 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 Sponsors in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Massachusetts, without giving effect to any choice of law or conflict of law rules (whether of the State of Massachusetts or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Massachusetts.

**13. Promotion Results:** To request the name of the winner, send a self-addressed stamped envelope (stating the name of the Promotion) to Boston Organics, 50 Terminal Street, Building 2, Suite 100, Charlestown, MA 02129.