

## **DANZIGER "DAN" FLOWER FARM- FACEBOOK "AMORE™ GROWERS CONTEST" RULES:**

### **1. Eligibility:**

Following are the rules which apply to your participation in the "Amore™ growers Contest " (Hereafter: "Contest "). Employees of Danziger "Dan" Flower Farm (Hereafter: "**Danziger**"), its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, representatives, agents, successors, assignees, employees, officers, and directors (collectively the "**Employees**"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

### **2. Agreement to Rules:**

By participating in the Contest ("You") agree to be fully unconditionally bound by these rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Danziger as final and binding as it relates to the content of this Contest.

### **3. Contest Period:**

Entries will be accepted online starting on 11.5.2017 (CET) and ending on 16.6.2017 (CET).

### **4. How to Enter:**

- a. You may enter the Contest by posting a photo as a "comment" on the Contest post on Danziger official Facebook page.
- b. The Photos must be tagged with the Hashtag [#shareyourloveamore](#) and indicate the name of your company.
- c. The photo must be uploaded by an official employee of the company.
- d. The photo must be fully owned by the person who uploaded it and in his sole responsibility.
- e. Danziger may remove photos at its sole discretion.
- f. You must not inaccurately tag content or encourage other users to inaccurately tag content.
- g. It is not allowed to tag other people without their permission and without them appearing in the photo.
- h. In the event that the contents of the photos are inappropriate for the purposes of the Contest and / or the user's behavior misuse of the Contest and / or if the photo and / or user will use the Contest for purposes that are illegal it will be in Danziger sole discretion to remove the user's photo, without delay and without prior notice.
- i. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Danziger.

### **5. Prize:**

The Winner(s) of the Contest (the "**Winner**") will receive 5,000 Amore™ young plants, of different varieties, supplied by a supplier per Danziger decision. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Danziger. No cash or other prize substitution shall be permitted except at Danziger's discretion. The prize is nontransferable. Any and all prize-related expenses,

including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Danziger to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

#### **6. Winner Selection and Notification:**

Winner will be selected by a dedicated Danziger team chosen to this purpose, under the supervision of Danziger and in its sole discretion. Winner's name will be published on Danziger's Facebook page. Winner will be notified by Facebook messenger and/or email and/or telephone (in case available), within one (1) month following selection of Winner and no later than July 30<sup>th</sup>. Danziger shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within a week from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Contest is conditioned upon reasonable cooperation from the winner and compliance with any and all federal, state, and local laws and regulations. Any violation of these official rules by winner (at Danziger's sole discretion) will result in winner's disqualification as winner of the campaign, and all privileges as winner will be immediately terminated.

#### **7. Rights Granted by You:**

By entering this Contest, You understand and agree that Danziger, anyone acting on behalf of Danziger and Danziger's licensees, successors, and assignees, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the world, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Contest and the photo uploaded, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent. By entering this Contest, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of Danziger. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Danziger from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Danziger may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

#### **8. Terms & Conditions:**

Danziger reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest should virus, bug, non-authorized human intervention, fraud, or other cause beyond Danziger's control corrupt or affect the administration, security, fairness, or proper conduct of the Contest. In such case, Danziger may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Danziger. Danziger reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates these Rules. Danziger has the right, in its sole discretion, to maintain the integrity of the Contest, to void votes for any

reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Contest rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such attempt be made Danziger reserves the right to seek damages to the fullest extent permitted by law.

**9. Limitation of Liability:**

By entering, You agree to release and hold harmless Danziger and its Employees from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

**10. Disputes:**

This Contest is governed by the laws of Israel, without respect to conflict of law doctrines. As a condition of participating in this Contest, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Israel. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest). Participant further waives all rights to have damages multiplied or increased.

**11. Winner's details:**

To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to P.O. Box 186, Moshav Mishmar Hashiva, 5029700 - Israel. Requests must be received no later than 15.6.2017 (CET). In addition, you can find a copy of the Official Rules on Danziger Facebook page.

**12. Sponsor:**

The Sponsor of the Campaign is Danziger P.O. Box 186, Moshav Mishmar Hashiva, 5029700 - Israel.

**13. Facebook:**

The Campaign hosted by Danziger is in no way sponsored, endorsed, administered by, or associated with Facebook.