

**Love, Strawberries Jingle Contest  
Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.** Love, Strawberries Jingle Contest ("Promotion") begins at 08:00:00 AM Pacific Standard Time ("PST") on April 1, 2022 and ends at 05:59:59 PM PST on May 6, 2022 ("Promotion Period"). The Promotion contains a contest of skill ("Contest"). *The computer clock of Sponsor is the official time-keeping device in the Promotion.*

*This promotion uses Instagram™ as a means of entry. This promotion is not sponsored, endorsed, administered, associated with or certified by Instagram or Instagram, Inc. Any questions, comments or complaints regarding the Promotion must be directed to Sponsor, and not Instagram. All Instagram™ logos and trademarks displayed on this promotion are property of Instagram, Inc.*

*This Promotion is in no way sponsored, endorsed, or administered by Twitter, Inc. ("Twitter"). All questions, comments or complaints regarding the Promotion should be directed to the Sponsor at the address listed below and not to Twitter. Your information is being submitted to Sponsor and not to Twitter.*

- 1. ELIGIBILITY:** The Promotion is open only to legal residents of the 50 United States (excluding Puerto Rico) and the District of Columbia, and Canada (excluding Quebec), who are 18 (except Alabama and Nebraska 19 and 21 in Mississippi) years of age or older (or the age of majority in their province) at the time of Promotion registration. In order to participate, you must have a free, public Instagram account. Employees, officers and directors of California Strawberry Commission (the "Sponsor"), Grupo Gallegos, Mutiny Recordings, Realtime Media LLC, their respective parent companies, affiliates, subsidiaries, advertising, and fulfillment and marketing agencies, (collectively, "Promotion Parties") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. By participating in the Promotion, you release, discharge and hold harmless Promotion Parties, their respective parents, affiliates, subsidiaries, retailers, advertising and promotion agencies and the respective officers, directors, employees and agents of each of the foregoing, from any and all damages whether direct or indirect, which may be due to or arise out of participation in the Promotion or any portion thereof, or the acceptance, use/misuse or possession of any prize. By participating, you agree to these Official Rules and to the decisions of the judges and Sponsor, which are final and binding in all respects. Void where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.
  
- 2. TIMING:** The Promotion will consist of three (3) phases, as detailed below:
  - **Contest Entry Period:** Begins at or about 08:00:00 AM PST on April 1, 2022 and ends at 5:59:59 PM PST on May 6, 2022
  
  - **Judging Period:** Begins at or about 06:00:00 PM PST on May 6, 2022 and ends at 11:59:59 PM PST on May 15, 2022
  
  - **Winner Announcement:** The Grand Prize Winner will be announced on or about May 16, 2022
  
- 3. HOW TO PARTICIPATE:** There are two (2) methods to enter the Love, Strawberries Jingle Contest, as described below.
  - a. Method #1: To participate, log into your Instagram account (must be made public). Post a high-quality video of yourself performing your California Strawberries jingle with original score and lyrics, up to forty-five (45) seconds in length. In the caption of each submitted video, use the hashtag #StrawberriesContest, and tag @CAstrawberries. Collectively, the video, associated hashtags, and @ mention is your "Entry".

- b. Method #2: To participate, log into your Twitter account (must be made public). Post a high-quality video of yourself performing your original California Strawberries jingle with original score and lyrics, up to forty-five (45) seconds in length. In the caption of each submitted video, use the hashtag #StrawberriesContest. Collectively, the video and associated hashtag is your "Entry".

**Limit of one (1) Contest Entry per person, per day, throughout the Promotion Period, regardless of method of entry.**

By submitting an Entry you agree that Promotion Parties are not responsible for any unauthorized use of Entries by third parties. Promotion Parties do not guarantee the posting of any Entry. You agree that you will not use the Entry for any other purpose, including, without limitation, posting the Entry to any online social networks (other than for entry into this Promotion), without the express consent of Sponsor in each instance.

By submitting an Entry, you represent and warrant that the work submitted is original to you and that neither it nor its contents infringes upon or violates the rights of any third party. If your Entry includes likenesses of third parties or contains elements not owned by you (such as, but not limited to, company logos) you must be able to provide legal releases for such use in a form satisfactory to Sponsor or your Entry will be disqualified. Entries may not defame or invade the publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights.

By submitting an Entry, you acknowledge and agree that Sponsor may receive other Entries under this Promotion that may be similar or identical to the Entry submitted by you, and you waive any and all claims you may have had, may have, and/or may have in the future, that any other Entry reviewed and/or used by Sponsor may be similar to your Entry and you understand that you will not be entitled to any compensation because of Sponsor's use of such other similar or identical material.

By submitting an Entry, you acknowledge that if you are selected as the Grand Prize winner, you may be required to re-record your forty-five (45) second jingle and/or provide Sponsor with the original source files for use in the production of the jingle.

**REQUIREMENTS OF CONTEST ENTRIES:** Entries may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- Is sexually explicit; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- Promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- Is obscene or offensive; endorses any form of hate or hate group;
- Appears to duplicate any other submitted contest entries;
- Defames, misrepresents or contains disparaging remarks about other people or companies;
- Contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission;
- Contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- Contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
- Contains any individual other than you and/or any materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without providing legal releases for such use in a form satisfactory to Sponsor;
- Contains look-alikes of celebrities or other public or private figures, living or dead;

- Communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or
  - Violates any law.
4. **JUDGING:** Begins at or about 06:00:00 PM PST on May 6, 2022 and ends at 11:59:59 PM PST on May 15, 2022. The judging panel, selected by the Sponsor, will score each Entry up to the maximum amount of points allowed. Judging will be based on the following criteria:
- Focus on 'love' and strawberries (50%)
  - Resonance and emphasis on why California is the best place to grow strawberries (25%)
    - To learn more, visit [www.californiastrawberries.com/about](http://www.californiastrawberries.com/about)
  - Creativity (25%)

Entries that do not contain all required entry information or are considered inappropriate for any reason are not eligible. The Entry with the highest score from the Judges will be deemed the potential Grand Prize winner. In the event of a tie, the Sponsor will post the top tied entries to their Instagram account (<https://www.instagram.com/castrawberries/>) for public voting via "likes". At the end of three (3) calendar days, the entry with the most likes on Instagram will be deemed the winner. You are prohibited from obtaining likes by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to members of the public, as determined by Sponsor in its sole discretion. Likes generated by script, macro or other automated means or which subvert or impair the integrity of the voting process will be void. Sponsor reserves the right not to award all prizes or to choose fewer than one (1) if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries. Prize awards are subject to verification of eligibility and compliance with these Official Rules.

5. **WINNER NOTIFICATION:** Potential winner will receive a direct message on Instagram or Twitter, within three (3) days of the winner selection or as soon thereafter as reasonably practicable. The potential Grand Prize winner will be required to send the Administrator their contact information consisting, but not limited to, the following: Full Name, Email Address, State, Birth Date, and Phone Number, via a prize claim form, within three (3) days. Potential winner will also be sent an Affidavit of Eligibility/Liability Release and an IRS W9 Form via email. All forms must be completed, signed, notarized and returned to Administrator within five (5) days of date of issuance. If potential Grand Prize winner is from Canada they will be required to correctly answer a time-limited mathematical skill testing question without human, electronic or mechanical aid to be eligible to receive the prize. The potential winner then and only then becomes the "winner." If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and an alternate winner will be selected from among all remaining eligible entries using either the judging criteria listed above.
6. **PRIZES/PRIZE RESTRICTIONS:** One (1) Grand Prize will be awarded during the Promotion.

**CONTEST GRAND PRIZE (1):** One (1) Contest Grand Prize will be awarded, consisting of:

- One (1) \$10,000 check
- One (1) trip for two (2) (winner and a guest) to one (1) of six (6) cities in California (choices include Santa Cruz, Santa Maria, Ventura, Oxnard, Pismo Beach, and Santa Barbara), to be chosen by the winner. Prize package includes:
  - Round-trip coach air transportation for winner and guest from a major airport, as determined by Sponsor, near the winner's home within the continental U.S. to California
  - One (1) double occupancy standard room for three (3) days/two (2) nights
  - Roundtrip ground transportation to and from airport and hotel
  - One (1) \$500 gift card for meals and travel-related expenses

**The Average Retail Value ("ARV") of the Grand Prize is \$15,000.00**

**GRAND PRIZE RESTRICTIONS:** Actual prize value depends on the location of the winner's residence and dates of travel. **Travel must be taken before September 30, 2022 or prize will be forfeited and Sponsor will have no further obligation to such winner.** Any difference between stated value and actual value will not be awarded. Winner is responsible for any transportation not specifically noted in these rules. Winner and guest must travel together on the same itinerary and are responsible for obtaining all necessary travel documents prior to travel. Certain restrictions, as determined by Sponsor, may apply. Sponsor will attempt to accommodate winner's preferred itinerary, but all specifics thereof will be at Sponsor's discretion. If winner and guest cannot comply with these restrictions or any other portion of these Official Rules, the prize will be forfeited in its entirety and an alternate winner will be chosen. Winner and travel guest must travel from major airport closest to the winner's residence, as determined by Sponsor, in its sole discretion. Any picture identification requirements associated with air travel are the winner and travel guest's responsibility. In the event the winner lives within 100 miles from trip destination, ground transportation only (not air transportation) will be provided to and from the hotel. Travel arrangements must be made through Sponsor's agent and on a carrier of Sponsor's choice. If winner and guest cannot travel within the dates specified by Sponsor, the prize will be forfeited in its entirety and the prize may be awarded to an alternate winner selected in a random drawing from among all remaining eligible entries. Flight details are subject to availability and airline carrier's regulations and conditions apply. The trip may not be combined with any other offer and travel may not qualify for frequent flyer miles. Promotion Parties are not responsible for lost or mutilated tickets and none will be replaced. Airline tickets are non-refundable, non-transferable, and are not valid for upgrades. The hotel accommodations, airline tickets, and gift card will be determined at the sole discretion of Sponsor. If any portion of the prize is not available for any reason then the Sponsor reserves the right to substitute that portion of the prize with another prize of comparable or greater value. Guest must be of legal age of majority in his/her jurisdiction of residence (and at least 18), unless the child or legal ward of winner, and must complete and return a publicity and liability release at least ten (10) days prior to departure. If guest is the child or legal ward of the winner, winner must execute and return all required documents on behalf of such child or legal ward. All federal, state and local taxes and any other costs and expenses associated with prize acceptance and use not listed herein as part of the prize including, without limitation, ground transportation (other than that specified above as included in prize), luggage fees, souvenirs, miscellaneous hotel expenses, and gratuities are the sole responsibility of winner.

7. **GENERAL PRIZE CONDITIONS:** Prize will only be awarded by Sponsor upon potential winners' verification of eligibility and final approval by Sponsor. Sponsor reserves the right to perform a detailed background check on the potential Grand Prize winner and guest and by entering the Promotion, you hereby authorize Sponsor to perform the same in the event that you are selected as a potential winner. No prize substitution, cash equivalent of prizes, transfer or assignment of prizes is permitted, except by Sponsor which reserves the right to substitute a prize with one of comparable or greater value, in its sole discretion. If any winner is at least 18 but still considered a minor in his/her jurisdiction of residence, prize will be awarded in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on winners set forth herein.
8. **PRIZE LIMITATIONS:** If it is discovered during prize verification you have entered, attempted to enter, or used multiple accounts to enter more than the stated limit, you will be disqualified at the discretion of the administrator, or will be void. Entries generated by script, macro or other automated means or which subvert the entry process, are void. All Entries become the property of Sponsor and will not be acknowledged or returned.
9. **OWNERSHIP OF ENTRIES:** By using the "#StrawberriesContest" hashtag to submit an Entry, you agree to be bound by these Official Rules and grant Sponsor a non-exclusive, fully paid-up and royalty-free, worldwide license to use, modify, delete from, add to, publicly perform, publicly display, reproduce and translate your Entry, including without limitation the right to distribute all or part of your Entry in any media formats through any media channels. By submitting an Entry, you consent to the use, by Sponsor, its affiliates, subsidiaries, parents, and licensees, of your name, likeness, and image, in connection with the Event and Sponsor's related marketing activities, in any media or format now known or hereafter invented, in any and all locations, without any payment to or further approval from you.

You agree that this consent is perpetual and cannot be revoked. For uses beyond the consent that you grant above, you agree that Sponsor's use of your personal data will be governed by the Privacy Policy posted on the Sponsor website.

- 10. MISCELLANEOUS:** Promotion Parties are not responsible for late, lost, incomplete, corrupted, stolen, garbled, damaged, delayed, undelivered or misdirected entries, all of which are void. Instagram entries will be considered as entered by the authorized account holder at time of entry and he/she must comply with these Official Rules, Instagram Terms and Conditions located at [www.Instagram.com](http://www.Instagram.com) and Twitter Terms of Service located at <https://twitter.com/en/tos>. By entering the Promotion, you recognize and agree that the information provided by you will be made available to Sponsor; use of such information will be governed by Sponsor's privacy policy found at <https://www.californiastrawberries.com/privacy-policy/>. If you are a winner, you recognize and agree that the information provided by you will be made available to the Administrator; use of such information will be governed by the Administrator's privacy policy found at <https://www.rtm.com/wp-content/uploads/2018/07/privacypolicy.pdf>. Upon entering the Promotion, winners grant Sponsor the right to print, publish, broadcast, and use world-wide in any media now known or later developed, the winner's name, portrait, picture, voice, likeness, city and state of residence, and biographical information for any purpose, including but not limited to, in advertisements, publicity, and other communications, worldwide, in perpetuity, without additional compensation, notification or permission, except where prohibited by law. You agree to comply with these Official Rules and the decisions of the Sponsor and judges shall be binding and final.
- 11. RELEASE:** As a condition of entering the Promotion, you agree that (1) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim punitive, incidental, consequential or any other damages, and any claims, judgments or awards shall be limited to actual out-of-pocket expenses; (2) all causes of action arising out of or connected with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form class action; and (3) in no event will you be entitled to receive attorneys' fees. BY ENTERING THE PROMOTION, YOU AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS PROMOTION PARTIES AND THE RESPECTIVE OFFICERS, DIRECTORS, AND AGENTS OF EACH, FROM ANY AND ALL LIABILITY FOR ANY INJURY, LOSS, OR DAMAGE OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, WHETHER DIRECT OR INDIRECT, WHICH MAY BE DUE TO OR ARISE OUT OF PARTICIPATION IN THE PROMOTION OR ANY PORTION THEREOF, OR THE ACCEPTANCE, USE/MISUSE OR POSSESSION OF PRIZES, OR ANY PRIZE-RELATED TRAVEL OR ACTIVITY. YOU WAIVE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 12. DISCLAIMER:** Promotion Parties are not responsible for printing or typographical errors in these Official Rules or in any Promotion-related materials. Sponsor reserves the right, in its sole discretion, to disqualify any individual that tampers with the entry process. Sponsor also reserves the right to terminate, suspend, cancel or modify the Promotion and award the prizes for the Promotion from among all eligible, non-suspect entries received (i) as of the date of termination using the judging procedure outlined above or in a random drawing for the Sweepstakes if for any reason this Promotion is not capable of running as planned due to any reason, including infection by computer virus, bugs, tampering, fraud, unauthorized intervention, technical failures or other causes that may corrupt or impair the integrity, fairness or proper play of the Promotion. Promotion Parties are not responsible or liable for any events which may cause errors and/or the Promotion to be stopped, including but not limited to any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, nor are they responsible for any problems or technical malfunction of any telephone, network or telephone lines, computer on-line systems, servers, or cable, satellite, or Internet Service Providers, computer equipment, software or any other failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to yours or any other person's computer relating to or resulting from participation in this Promotion or downloading any materials in this Promotion. Promotion Parties are not responsible for computer, mechanical, technical, electronic, network or other errors or problems, including any errors or problems that may occur in connection with the

administration of the Promotion, the processing of Entries, or in any other Promotion-related materials. The Promotion Parties may stop you from participating in this Promotion if you violate Official Rules or act, in Sponsor's sole discretion: (a) in a manner Sponsor determines to be not fair; (b) with an intent to annoy, threaten or harass any other entrant or the Sponsor; or (c) in any other disruptive manner. Should more prizes be awarded through a computer, hardware, or software malfunction, error or failure, or for any other reason, in any prize category, than are stated for that category in the Official Rules, Sponsor reserves the right to award only the number of prizes stated in the Official Rules for that category. In no event will more prizes be awarded than that listed in Section 7.

**CAUTION: ANY ACT OR ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL(S) TO THE FULLEST EXTENT PERMITTED BY LAW.**

- 13. CHOICE OF LAW AND JURISDICTION:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and administrator in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of law rules or provisions (whether of the Commonwealth of Pennsylvania or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the Commonwealth of Pennsylvania. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.
- 14. TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner. A 1099 tax form (preceded by a W9 Form) will be issued to the Grand Prize Winner.
- 15. WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed stamped envelope for receipt by May 31, 2022 to: Love, Strawberries Jingle Contest Winners List Request, c/o Realtime Media, 1001 Conshohocken State Road, STE 2-100, West Conshohocken, PA 19428.
- 16. SPONSOR:** California Strawberry Commission. 180 Westridge Drive, Ste. 101 Watsonville, CA 95076
- 17. ADMINISTRATOR:** Realtime Media LLC, 1001 Conshohocken State Road, STE 2-100, West Conshohocken, PA 19428