



100% MADE OF NEW ZEALAND

Promotion Terms and Condition Win a Home Chef Prize Pack

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

- Eligibility:** This promotion is open to anyone who signs up to join the Silver Fern Farms email database by entering their name, email address and US State online at www.silverfernfarms.com/us/contest during the promotion period. The promotion is only open to legal residents of the United States and is void where prohibited by law. Employees of Silver Fern Farms Limited, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the promotion. The promotion is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.
- Agreement to Rules:** By participating, you agree to be fully and unconditionally bound by these terms, and you represent and warrant that you meet the eligibility requirements. In addition, you agree to accept the decisions of Silver Fern Farms Limited as final and binding as they relate to this promotion.
- Promotion Period:** Entries will be accepted online starting on 4/20/2020 at 06:00AM EST, and ending 5/20/2020 at 11:59PM EST. All online entries must be received 5/21/2020 at 06:00AM EST.
- How to Enter:** visit www.silverfernfarms.com/us/contest and complete the entry form with your name, email address and US state. Completion of this form will enter you into this promotion and will add your details to our email database to receive marketing communications from Silver Fern Farms. Your entry must include all required details, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Silver Fern Farms Limited. Only one entry per person. If you enter more than once then you may be determined to be ineligible to receive a prize at the sole discretion of Silver Fern Farms Limited.
- Prizes:** The winner of the promotion (the "Winner") will receive a home chef prize pack valued at approximately USD \$500.00. Prize pack consists of a cast iron skillet, knife block set, cutting board, a salt & pepper mill and kitchen utensil set. No cash or other prize substitution shall be permitted except at Silver Fern Farm Limited's sole 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 the Winner. Acceptance of prize constitutes permission for Silver Fern Farms Limited to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
- Odds:** The odds of winning depend on the number of eligible entries received.
- Winner Selection and Notification:** The Winners will be selected by a random drawing by Silver Fern Farms Limited on 5/22/2020. The Winner will be notified by email within five (5) days following selection. Silver Fern Farms Limited 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 a Winner cannot be contacted or is ineligible, or if the prize is returned as undeliverable, the prize may be forfeited at the sole discretion of Silver Fern Farms Limited and an alternate Winner selected. Receipt by Winner of the prize offered in this promotion is conditioned upon compliance with any and all federal, state, and local laws and regulations. Any violation of these official rules by a Winner will, at Silver Fern Farms Limited's sole discretion, result in that Winner's disqualification as a Winner.

8. **Rights Granted by you:** By entering this content (e.g., photo, video, text, etc.), you understand and agree that Silver Fern Farms Limited, anyone acting on behalf of Silver Fern Farms Limited, and Silver Fern Farms Limited's licensees, successors, and assigns, 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, picture, statements about the promotion and survey responses for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent.
9. **Terms & Conditions:** Silver Fern Farms Limited reserves the right, in its sole discretion, to cancel, modify or suspend this promotion should any cause beyond Silver Fern Farms Limited's reasonable control corrupt or affect the administration, security, fairness, or proper conduct of the promotion. In such case, Silver Fern Farms Limited may select the Winners from all eligible entries received. Silver Fern Farms Limited may disqualify any person who tampers with the entry process or the operation of the promotion or website or breaches these terms. Silver Fern Farms Limited has the right, in its sole discretion, to maintain the integrity of the promotion, to void entries for any reason, including, but not limited, to multiple entries from the same user. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the promotion may be a violation of criminal and civil laws. Should such attempt be made, Silver Fern Farms Limited reserves the right to seek damages to the fullest extent permitted by law. If any provision in these terms is invalid or unenforceable then that term is severed to the extent of the invalidity or unenforceability without affecting the remaining terms.
10. **Limitation of Liability:** By entering, you agree to release and hold harmless Silver Fern Farms Limited and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, negligence or not, from: (i) your participation in the promotion and your acceptance, 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 promotion; (v) electronic or human error in the administration of the promotion or the processing of entries.
11. **Disputes:** This promotion is governed by the laws of New Zealand without respect to conflict of law doctrines. As a condition of participating in this promotion, 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 promotion, shall be resolved individually, without resort to any form of class action, exclusively before a court located in New Zealand having jurisdiction. Further, in any such dispute, under no circumstances are you permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees. You further waive all rights to have damages multiplied or increased.
12. **Privacy Policy:** Information submitted with an entry is subject to the privacy policy stated on the Silver Fern Farms Limited website. To read the Privacy Policy, click here: <https://www.silverfernfarms.com/us/privacy-policy/>.
13. **Winners List:** To obtain a copy of the Winner's name or a copy of these terms, mail your request along with a stamped, self-addressed envelope to: Silver Fern Farms Limited, PO Box 941, Dunedin 9054, New Zealand or email service@silverfernfarms.co.nz. Requests must be received no later than 6/30/2020.
14. **Sponsor:** The Sponsor of the promotion is Silver Fern Farms Limited, 283 Princes Street, Dunedin 9016, New Zealand.
15. **Facebook:** The promotion hosted by Silver Fern Farms Limited is in no way sponsored, endorsed, administered by, or associated with Facebook.
16. **Agreement to Terms:** By entering this promotion you agree that you have reviewed, accepted, and agreed to all of these terms.