Rules and Regulaions

**Rule and Regulations**

**Pearson Farm and FIREDISC® Giveaway 2020**

1. **Eligibility:** NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING. This giveaway is open only to those who sign up through the landing page, Facebook lead ad or email who are located in AK, AR, CO, CT, DE, FL, GA, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NW, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI and WY. Employees of Pearson Farm (the “Prize Partner”), their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the giveaway. The giveaway is subject to all applicable federal, state and local laws and regulations. Void where prohibited.

1. **Agreement to Rules:** By participating, you agree to be fully and unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of Pearson Farm as final and binding as it relates to the contest. The giveaway is subject to all applicable federal, state and local laws which the winner will be responsible to cover.

1. **How to Enter:** The giveaway must be entered by submitting an entry using the online form either on the website landing page or through a Facebook lead ad. Entries will be accepted online starting on or about May 15, 2020, and ending June 11, 2020. All online entries must be received by June 11, 2020, at 11:59 PM EST. The entry must fulfill all giveaway requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Pearson Farm. You may enter only once, and you must fill in 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 Pearson Farm.

1. **Prizes:** Winners will receive **PEARSON FARM:** Prince Peach Subscription, 1 pound bag of our Elliot Halves, 1 pound bag of Mammoth Halves, 1 pound bag Natural Pecan Pieces and Maple Crumbles and **FIREDISC®:** The Orgiinal FIREDISC® - 24” Short Portable Propane Cooker and Ultimate Cooking Weapon — all together a giveaway value worth $620. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by the Prize Partner. No cash or other prize substitution permitted except at Prize Partner'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 the winner. All items will be shipped to the winner’s address. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Acceptance of prize constitutes permission for Pearson Farm and FireDisc to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

1. **Odds:** The odds of winning depend on the number of eligible entries received.

1. **Winner selection and notification:** The winner of the giveaway will be selected in a random drawing under the supervision of the Prize Partner. The winner will be notified via an email to the email address they entered for the giveaway on May 15, 2020 through June 11, 2020, 11:59 PM EST. Pearson Farm shall have no liability for a winner's failure to receive notices due to winner’s spam, junk e-mail or other security settings or for winner’s provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within 15 days from the time award notification was sent, or fails to return in a timely manner a completed and executed declaration and releases as required, prize may be forfeited and an alternate winner selected.

The receipt by winner of the prize offered in this giveaway is conditioned upon compliance with any and all federal and state laws and regulations. Any violation of these official rules by any winner (at Prize Partner's sole discretion) will result in such winner's disqualification as winner of the giveaway and all privileges as winner will be immediately terminated.

1. **Rights Granted by you:** By entering this contest, you understand that Pearson Farm and FireDisc, anyone acting on behalf of Pearson Farm, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the world, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the giveaway, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

1. **Terms:** Pearson Farm reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the giveaway should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the giveaway. In such case, Pearson Farm may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by Pearson Farm. Pearson Farm reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the giveaway or website or violates these Terms & Conditions.

By entering the giveaway you agree to receive email newsletters periodically from Pearson Farm and FireDisc. You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the newsletter.

1. **Limitation of Liability:** By entering you agree to release and hold harmless Pearson Farm and FireDisc and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors 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 giveaway 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 malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.