

# Non-GMO Project Non-GMO Month Giveaway Terms and Conditions

**WARNING: YOU MUST BE AT LEAST 18 YEARS OLD TO PARTICIPATE IN THE GIVEAWAY.**

**IMPORTANT-READ CAREFULLY:** Non-GMO Project Verified Products Non-GMO Month Giveaway Terms and Conditions Agreement (the “Agreement”) is a legal agreement between you (“You” or “Your”) and The Non-GMO Project, a 501(c)(3) California nonprofit corporation (the “Project”), pertaining to those various Project Giveaway Activities (the “Giveaway”), including any Prizes awarded in connection therewith, provided through the Project’s Website (as defined below). This Agreement sets forth the terms and conditions for You to participate in the Giveaway.

This Agreement is an ongoing contract between You and the Project and affects Your rights. You should read it carefully.

**NO PURCHASE NECESSARY. VOID WHERE PROHIBITED. THE GIVEAWAY RUNS FROM OCTOBER 9, 2024 AT 6:00 AM PT– OCTOBER 31, 2024 AT 11:59 PM PT (THE “ENTRY PERIOD”).**

**1. ENTERING THE GIVEAWAY.** To enter the Giveaway, Participants (defined below) must submit an entry form (an “Entry” or “Entries”) located at <https://www.nongmoproject.org/blog/giveaway/> during the Entry Period. Entrants will receive only one (1) Entry per form submission; each Participant may submit only one (1) Entry during the Entry Period; and if a Participant submits more than one Entry, only one Entry submitted by such Participant shall be eligible to win a Prize (defined below). Entrants must provide all required information to be eligible to win. Incomplete, unreadable, or unintelligible entries will be disqualified. Giveaway activities may also include any of, but not be limited to, the following: sharing photos, videos, and other Content (as defined below). You are not obligated to provide Content in order to submit an Entry and submitting Content does not increase your chances of winning. **To enter by email without obligation, please email your full name and mailing address to [marketing@nongmoproject.org](mailto:marketing@nongmoproject.org). Be sure to include the promotion name in the subject line. All email Entries must be received during the specified Entry Period.** By submitting an Entry, You may win a prize (“Prize”). The Project, however, does not warrant or guarantee that a Participant shall receive any Prize by participating in the Giveaway. Reasonable attempts will be made to ensure winning Participants receive the Prizes that have been won. The

Project will not be held liable for Prizes that remain unclaimed for over thirty (30) days or Prizes not received due to incorrect addresses or lack of response from winners.

**(a) Prizes and Odds:** Five (5) winners will be selected, and each shall be awarded from the promotion/contest, one (1) of the five (5) similar Prizes. The five (5) Prizes shall each include the following (or substantially similar) items:

- X1 Tote bag; X1 hair clip; X1 candle; X1 bandana; X1 sweatshirt; X1 matchbox and X1 mug/water bottle.

Each Prize shall have a retail value of approximately One Hundred Sixty Dollars (\$160.00 USD).

**The odds of winning a Prize depend on the total number of eligible Entries received.**

**(b) Prize Conditions.** Winners may not substitute, assign or transfer Prize or redeem Prize for cash, but the Project reserves the right, at its sole discretion, to substitute Prize (or a portion thereof) with one of comparable or greater value. **Winners are responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with Prize acceptance and use not specified herein as being provided.** All Prize details are at Project's sole discretion.

**(c) Prize Drawing:** All Entries meeting the eligibility requirements contained herein will be entered into the Prize drawing to be held on or around November 1, 2024. The winners will be selected at random from among all eligible Entries received. Winners do not need to present to win a Prize.

**(d) How to Claim Your Prize.** Winners will be notified within five (5) business days of the Prize drawing and may be required to sign and return an affidavit of eligibility and publicity/liability release within seven (7) days of notification. If a selected winner cannot be contacted, is ineligible, fails to claim a Prize and/or where applicable an affidavit of eligibility and publicity/liability release is not timely received, is incomplete or modified, Prize may be forfeited, and an alternate winner will be selected from remaining valid, eligible Entries timely submitted. In the event of a dispute regarding who submitted an Entry, the Entry will be deemed submitted by the authorized account holder of the e-mail account specified in the Entry. "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 that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. No automatically generated Entries will be accepted. **Except where prohibited by law, by accepting any Prize, each winner consents to the use of his/her name, username, photo and/or likeness, biographical information, winning Entry, and/or statements**

**attributed to the winner (if true) for advertising and promotional purposes without additional compensation.** Please allow eight (8) to ten (10) weeks for delivery of Prize after the conclusion of the Giveaway.

**2. ELIGIBILITY AND MINIMUM AGE REQUIREMENT.** The Project invites legal residents of the United States (excluding Puerto Rico and all other U.S. territories and possessions outside of the United States and where otherwise prohibited by law) (“Eligible Territory”) who are 18 years of age or older at the time they submit an Entry or otherwise engage in the Giveaway (or in the case of legal residents of jurisdictions where the age of majority is greater than 18 years of age, such age of majority under the laws of the jurisdiction in which they reside at the time of Entry), who have access to the Internet (each, a “Participant”). Persons under the age of 18 are not permitted to submit an Entry or otherwise participate in the Giveaway.

By submitting an Entry or otherwise engaging in any Giveaway, You represent and affirm that You are a legal resident of the Eligible Territory, are at least 18 years of age (or the applicable age of majority in your jurisdiction of residence), and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and to comply with this Agreement.

**3. THE WEBSITE.** This Agreement sets forth the terms and conditions for You to participate in the Giveaway via [www.nongmoproject.org](http://www.nongmoproject.org) and/or any related or successor site(s) thereto operated directly or indirectly by the Project, including, without limitation, any separate site(s) used by the Project for any side window, Q & A, bulletin board, or feedback posting, in connection with the Giveaway (singularly and collectively, the “Website”).

When participating in the Giveaway, You agree to abide by this Agreement and any applicable posted rules for the Giveaway, which Agreement and/or rules may change from time to time. **Should You object to any provision of this Agreement, or any subsequent modification to the Agreement or the Giveaway rules, or become dissatisfied with the Website in any way, Your only recourse is to immediately discontinue use of the Website and stop participating in the Giveaway.**

**(a) License.** The Website is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Website and its component parts are licensed, not sold or given, to You by the Project and the Project hereby grants and You accept a limited,

revocable, non-exclusive, non-transferable license, to use the Website solely for Your personal use, relating to the Giveaway, and subject to each provision of this Agreement.

**(b) Title and Copyright in the Website.** It is hereby understood and agreed that the Project is the owner of all rights, title, and interest, including, without limitation, all copyrights, in and to the Website and any copies thereof, regardless of the media or form in which the Website or copies thereof may exist. Except as expressly provided herein, You do not acquire any rights, title or interest to the Website.

**(c) No Warranties.** The Website, including all materials and information included thereon, is furnished “as is” and with all faults. The Project, and each of its officers, directors, employees, technical support/maintenance providers, contractors, distributors, advertisers, and sublicensees, and agents make, and You receive, no warranties, express, implied, or statutory, in any communication with You. You expressly assume all risk resulting from support/maintenance services (whether performed in whole, in part, or not at all), or from any virus, downloaded material, harmful component, or through any use of the Website or any site or server through which the Website is available. You shall be solely responsible for the accuracy and transmission of all data entered, and for any damage that results from or is in connection with the use of the Website. The Project and/or its directors, officers, employees, technical support/maintenance providers, contractors, distributors, advertisers, licensees, sublicensees, and/or agents shall not be liable for damages or losses of any kind arising out of or in connection with the use or performance of information, including without limitation, damages or losses caused by reliance upon the accuracy or timeliness of any such information, or damages incurred from the viewing, distributing, or copying of those materials. IN NO EVENT SHALL THE PROJECT OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING THE WEBSITE OR ITS CONTENTS, INCLUDING, WITHOUT LIMITATION, OPERATING THE GIVEAWAY AND DISTRIBUTING PRIZES IN CONNECTION THEREWITH, BE LIABLE FOR ANY DAMAGES, LOSSES, OR CLAIMS, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE WEBSITE OR OBTAIN OR USE ANY PRIZE.

**4.PARTICIPANTS.** To participate in the Giveaway, you may be required to provide personal information, including, without limitation, your first and last name, your mailing address, and your email address. In addition, you may be asked to post Content (as further described below).

**(a) Dispute.** If there is a dispute over the identity of a Participant, the Entry will be deemed submitted by the owner of the email address associated with the submitted Entry.

**(b) Content.** As used in this Agreement, “Content” means any and all postings, messages, text, files, images, photographs, videos, hyperlinks, programs, and similar materials, including without limitation, any such materials submitted as part of the Entry. To “Post” means to submit, post on, transmit through, link from, upload, transfer, disseminate, distribute, facilitate distribution, and/or make available through, the Website.

**(i) Responsibility for Posted Content.** You understand and agree that all Posted Content is the sole responsibility of the person(s) who Posted such Content, that such Posted Content is non-confidential, and that You choose to use the Website at Your own risk. You are entirely responsible for all Content that You Post. You understand that the Project does not control, and is not responsible for, Posted Content. Furthermore, the Website and Content may contain links to and comments on other websites that are completely independent of the Website. The Project makes no representations or warranties as to the accuracy, completeness or authenticity of any information contained in any such site. You link to or comment on any other websites at Your own risk. You agree that You must evaluate and bear all risks associated with the use of any Content, and that under no circumstances will the Project be liable in any way for any Content or for any loss or damage of any kind incurred as a result of the use of any Posted Content.

**(ii) Text/Photo/Video Requirements.** Any photo or video Posted shall not include any property names or physically identify a property by photographing or filming the front sign or any other unique identifying feature or distinguishable architecture. The Posted photo or video shall not contain any nudity, violence, or obscene material (and is subject to the other requirements set forth in subsection (iii) below).

You shall have obtained the written consent of any person appearing in any Content, including written consent to publish the Content. You shall not submit any Content in which any Minor (as defined below) appears unless You are the parent or legal guardian of such Minor. **BY SUBMITTING CONTENT WITH YOUR ENTRY IN WHICH MINOR(S) APPEAR, YOU HEREBY CERTIFY THAT YOU HAVE THE RIGHT TO CONTRACT IN YOUR OWN NAME AND FOR THE MINOR APPEARING ON THE PHOTO OR VIDEO SUBMITTED AS PART OF THE ENTRY. SPECIFICALLY, YOU REPRESENT AND WARRANT THAT YOU ARE A CUSTODIAL PARENT OR LEGAL GUARDIAN OF SUCH MINOR AND HAVE THE LEGAL RIGHT TO CONSENT TO**

**AND DO HEREBY CONSENT TO THE USE OF THE CONTENT AS DESCRIBED IN THESE TERMS.**

Photos may be submitted in one of the following electronic file formats: .gif, .jpg or jpeg. The file submitted to the Project must not contain any protection feature designed to prevent its use, or any computer virus or other similar programs. Videos must be submitted by uploading the video to your own YouTube, Instagram, Facebook and/or X account in compliance with any and all terms and conditions applicable to such account and then providing the link to such video during the entry process as directed on the entry form. You must be the registered user of the YouTube, Instagram, Facebook, and/or X account through which the video is submitted.

**(iii) Content Must be for Lawful and Permitted Purposes Only.** You shall use the Website for lawful and permitted purposes only. Transmission of any Content in violation of any municipal, state, federal, foreign or other applicable regulation or law is prohibited. You shall not Post Content that: (1) infringes any intellectual property or other proprietary rights of any third party; (2) violates any law or regulation; (3) is defamatory or trade libelous; (4) is harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, intimidating, profane, pornographic, hateful, racially, ethnically or sexually discriminatory or otherwise objectionable in any way or that otherwise violates any right of another; (5) encourages conduct that would violate any conduct prohibited by this Agreement; (6) restricts or inhibits any other user from using the Website; (7) is or amounts to an unsolicited advertisement, promotion, or other form of solicitation; (8) impersonates any person or entity or that directly or indirectly attempts to gain unauthorized access to any portion of the Website or any computer, software, or data of any person, organization or entity that uses or accesses the Website; (9) provides or create links to external sites that violate the Agreement; (10) is intended to harm, exploit, solicit, or collect personally identifiable information of, any individual under the age of 18 (“Minor”) in any way; (11) invades anyone’s privacy by attempting to harvest, collect, store, or publish private or personally identifiable information without their foreknowledge and willing consent or distributes or contains viruses or any other technologies that may harm the Website or any of its users; (12) is copyrighted, protected by trade secret or otherwise subject to third-party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from the rightful owner to post the material and to grant Project all of the license rights granted herein; or (13) contains or promotes an illegal or unauthorized copy of another person’s copyrighted work.

You understand and acknowledge that any Posted Content, including any text, photo or video may receive exposure on the Internet, including but not limited to, any web pages on [www.nongmoproject.org](http://www.nongmoproject.org), <https://x.com/nongmoproject>, [www.facebook.com/nongmoproject](http://www.facebook.com/nongmoproject), <https://www.instagram.com/nongmoproject>, or [www.youtube.com/nongmoproject](http://www.youtube.com/nongmoproject), and may be subjected to comments from the public at large. The Project is not responsible for any remarks, including any critical or derogatory remarks, Posted by the public pertaining to You or Your Posted Content. In addition to complying with the requirements of this Section 4, to be eligible, you must also be able to make the warranties and representations regarding the Content submitted with your Entry, set forth in Section 10 below.

The Content Posted or submitted must be consistent with the Project's positive image and may not be offensive or inappropriate, as determined by Project in its sole discretion. Textual entries, photos, and videos must be suitable for publication on a website accessible to the general public. The Project reserves the right, in its sole discretion, to remove any Content that it determines, in its sole discretion, violates this Agreement.

**(iv) Copyrighted Material.** To the extent that you Post any copyrighted Content, You hereby warrant that You own or have legal permission to use (including, without limitation, the right to Post) all Content that You Post. You shall respect the copyrights of others and only Post Content that You own or have legal permission to use (including, without limitation, the right to Post). The Project will ban repeat offenders and reserves the right to terminate the access of any user and ban participation in the Giveaway or other use of the Website after a single violation.

**(v) Ownership; License to Project.** You retain ownership in any Content that You Post. You hereby grant to the Project an irrevocable, perpetual, transferable, non-exclusive license to be exercised by Project at its sole and absolute discretion throughout the Universe on or through any media and using any technologies, whether now known or hereafter devised, including the right (a) to grant sublicenses, (b) to edit, reproduce, copy, publicly display, publicly perform, publish, broadcast, retransmit, distribute, create derivative works of and otherwise to exercise and exploit, whether commercially or otherwise, any and all proprietary rights in and to any Content You Post; and (c) to reproduce, copy, publicly display, publish, broadcast, retransmit, and distribute your name in association with your Posted Content.

**BY SUBMITTING AN ENTRY AND/OR ANY CONTENT, YOU CONSENT TO THE POSTING OF THE CONTENT, INCLUDING WITHOUT LIMITATION, ANY TEXT, PHOTO OR VIDEO, ALONG**

**WITH YOUR FIRST NAME AND STATE OF LEGAL RESIDENCE, ON THE WEBSITES LOCATED AT:**

**[www.nongmoproject.org](http://www.nongmoproject.org)**

**AND THE PROJECT'S FACEBOOK, INSTAGRAM, YOUTUBE AND X SITES LOCATED AT:**

**[www.facebook.com/nongmoproject](http://www.facebook.com/nongmoproject)**

**<https://www.instagram.com/nongmoproject>**

**<https://www.youtube.com/nongmoproject>**

**<https://x.com/nongmoproject>**

**ALL OF WHICH WILL BE AVAILABLE TO AND MAY BE VIEWED BY THE PUBLIC AT LARGE.**

**(vi) Viruses.** You shall not knowingly or negligently Post any Content that contains viruses or other computer programming defects. Each computer You use to access the Website shall have updated anti-virus software protecting it.

**(vii) Screening and Removal of Content.** You acknowledge that, although Project may or may not screen Content, Project has the right (though not the obligation) in its sole and absolute discretion to screen, refuse to Post, reject, edit, remove or otherwise filter any Content including, without limitation, any Content that Project believes violates any term of this Agreement or for any other reason.

**5. PROHIBITING WEBSITE ACCESS, COMPLAINTS, AND INVESTIGATION.** The Project reserves the right to prohibit participation in any Giveaway by any Participant who, in the Project's sole and absolute discretion, violates any provision of this Agreement. Such prohibition may occur without notice to the Participant. The Project reserves the right to investigate any suspected violation of this Agreement and may gather information from the Participant and/or complaining party, if any, and examine any Posted Content. In addition to the Project's foregoing investigation rights, You hereby expressly authorize the Project to cooperate with: (i) law enforcement authorities in the investigation of suspected criminal violations, and/or (ii) system administrators at other Internet service providers, network or computing facilities and/or any other third party in order to enforce this



Agreement or comply with any applicable law. Such cooperation may include, without limitation, the Project providing Your name, address, email address, or other identifying information.

**6. LINKS TO OTHER WEBSITES.** As part of the Giveaway, you may be directed to or receive a link to other Internet sites, which are not owned, operated, controlled, or reviewed by the Project. The Project exercises no control over the information, opinions, accuracy, copyright, trademark, compliance, or legality of the material contained on those sites and does not promote, endorse, or evaluate the content, proceeds, materials, opinions, products or services contained on such sites. The Project specifically disclaims any and all liability from damages, which may result from accessing any third-party site linked to the Website, or from reliance on any information or content contained in such third-party site.

**7. CHANGES TO THE AGREEMENT.** The Project reserves the right, at its sole and absolute discretion, to change, modify or otherwise alter the terms and conditions of this Agreement at any time. Such modification(s) shall become effective immediately upon the posting thereof. Continuing to be a Participant in any Giveaway constitutes acceptance thereof. You must review this Agreement on a regular basis to remain apprised of any changes. The most recent version of this Agreement may be accessed at any time at the Website.

**8. COPYRIGHT INFRINGEMENT TAKE DOWN PROCEDURE.** Pursuant to the Digital Millennium Copyright Act of 1998 (“DMCA”), the Project has established policies for dealing with alleged and actual copyright infringement. If you believe that your work has been copied and posted on the Website in a way that constitutes copyright infringement, please send the following information to our Copyright Agent (see 17 U.S.C. § 512(c)(3) for further detail): (i) a description of the copyrighted work that you claim has been infringed; (ii) a description of where the allegedly infringed material is located on the Website; (iii) a written statement that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (iv) your address, telephone number, and email address so that The Project is able to contact you; (v) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and (vi) a statement by you, made under penalty of perjury, that the information in your report is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf. A statement by you comprised of the foregoing points is referred to herein as the “Notice.”

The Project's designated Copyright Agent to receive Notice of claimed infringement is: Megan Westgate c/o Non-GMO Project, P.O. Box 5606, Bellingham, WA 98227., email: marketing@nongmoproject.org, telephone: (360) 255-7704.

You acknowledge that if you fail to comply with all of the requirements, your Notice may not be valid. The Project will remove any infringing material, subject to the counter-notice and put-back procedures outlined in the DMCA. Notwithstanding the Project's instructions above, you are solely responsible for ensuring that any Notice you provide to the Project complies with the provisions of the DMCA.

**9. TERM.** This Agreement shall continue for as long as the Giveaway is operated by the Project and until all Prizes in connection with the Giveaway have been received by each Participant, or until the Agreement is terminated by the Project, whichever occurs first. The provisions set forth in Sections 8 and 10-14, and all other provisions that may reasonably be construed as surviving termination of this Agreement, shall survive the termination of this Agreement for any reason whatsoever.

**10. REPRESENTATIONS AND WARRANTIES.** By submitting an Entry, including any Content submitted or otherwise Posted in connection with Your Entry, you warrant and represent to the Project that (a) the information contained in the Entry is true and correct in all material respects and that the Project may rely on such information in its efforts to comply with applicable laws and regulations; (b) if a Minor appears in a photo or video submitted with an Entry, if any, You are the custodial parent or legal guardian of the child appearing in the Content submitted as part of the Entry; (c) You have all of the rights and authority necessary to submit the Content in compliance with this Agreement, including the right to contract in your own name and, if applicable, for the child, to publish the Content, and to grant the rights granted hereunder; (d) that the Content and the above-mentioned rights are in all respect free and clear of any claims or rights of third parties; (e) that the Content is your original work; (f) that at the time of submitting the Entry or any time thereafter, the Entry does not contravene any contractual, legal or other obligation; (g) that at the time of submitting the Entry or any time thereafter, the Entry does not infringe the intellectual property rights of any third party including, but not limited to, any rights associated with any music contained in the video, if any, submitted with the Entry; (h) you have the relevant permissions, where required, to use any third party intellectual property and images or likeness of any person contained in the Content submitted with an Entry, if any; (i) in producing any Content submitted with the Entry, if any, you complied with all relevant laws, rules and regulations; (j) that the Content contains no

matter contrary to law; and (k) that You have not made any commitment to the use or publication of Content by or with a third party.

**11. LIMITATION OF LIABILITY.** The Project makes no representation or guarantee regarding, and accepts no responsibility or liability for (i) the accuracy, quality, content, nature or reliability of the third party websites, (ii) the content posted thereon, or **(iii) any Prize awarded in connection with the Giveaway, and You bear all risks associated with your access and use of such websites, content, and any Prizes.**

THIS LIMITATION OF LIABILITY IS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT SHALL THE PROJECT, OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, CONTRACTORS, AFFILIATES, SUBSIDIARIES, AGENTS, ATTORNEYS, WEB DEVELOPERS, TECHNICAL SUPPORT/MAINTENANCE PROVIDERS, DISTRIBUTORS, ADVERTISERS, LICENSORS, LICENSEES, SUBLICENSEES, AND/OR ASSIGNS BE LIABLE FOR ANY DAMAGES, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE AND INCLUDING, WITHOUT LIMITATION, ANY SPECIAL, INCIDENTAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF BUSINESS INFORMATION OR OTHER DATA, COST OF COVER, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF YOUR PARTICIPATION IN THE GIVEAWAY, YOUR USE OF OR INABILITY TO USE THE WEBSITE, ANY LINKS TO THIRD-PARTY WEBSITES, ANY THIRD-PARTY WEBSITES, OR ANY PRIZES DISTRIBUTED IN CONNECTION WITH THE GIVEAWAY OR OTHERWISE, INCLUDING YOUR USE OF OR INABILITY TO USE THE PRIZES, EVEN IF THE PROJECT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**YOU AGREE THAT THE AGGREGATE LIABILITY OF PROJECT ARISING OUT OF ANY KIND OF CLAIM (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED \$1.00.**

**12. RELEASE OF LIABILITY.** By participating in the Giveaway, You, for Yourself and on behalf of any Minor (for whom you are the parent or legal guardian), if any, appearing in any Content, agree that the Project, and its present and future parent, subsidiaries and affiliated companies, their respective successors and assigns, and any and all of their respective officers, directors, shareholders, employees, agents, representatives, attorneys, licensees, and advertising and promotion agencies, shall not be liable for, and you hereby forever and irrevocably release and

discharge same of, any personal injury, death, loss or damage of any kind or any other causes of action or claims related to Your participation in the Giveaway, any Prizes awarded in association with the Giveaway, or any Content You submit or Post, including, without limitation, any claims based on publicity rights, defamation or invasion of privacy.

**13. INDEMNIFICATION.** In consideration of being permitted to participate in the Giveaway and given the opportunity to receive Prizes, You agree to indemnify and hold harmless the Project, and its directors, officers, employees, partners, contractors, affiliates, subsidiaries, agents, attorneys, web developers, technical support/maintenance providers, distributors, advertisers, licensors, licensees, sublicensees, and/or assigns from any claim or demand, including reasonable attorneys' fees, expert witness fees, and court costs, made by any third party due to or arising out of Your participation in the Giveaway, any Prizes awarded in association with the Giveaway, any Content You Post, Your use of the Website, Your violation of this Agreement, Your breach of any of the representations and warranties herein, or Your violation of any rights of another.

**14. GOVERNING LAW/JURISDICTION.** This Agreement shall be exclusively interpreted, construed and enforced in all respects in accordance with the laws of the State of California (U.S.A.) without reference to its choice of law rules. You and the Project agree that venue for any and all disputes hereunder, or action on any obligation hereunder, will be exclusively brought in an appropriate state court in San Francisco County, California or in the United States District Court for the Northern District of California in San Francisco, California (U.S.A.), and You and the Project irrevocably consent to the jurisdiction of such courts for any dispute hereunder or action on any obligation hereunder.

Notwithstanding the foregoing, no action brought by either party against the other for breach of this Agreement shall be limited to breach of contract remedies and either party may bring any additional cause(s) of action that would otherwise be available to it, including and only as applicable based on the facts presented, copyright infringement pursuant to Title 17 of the United States Code. You hereby expressly and specifically waive any objection You may have, pursuant to the Eleventh Amendment to the United States Constitution or otherwise, to the jurisdiction of, or any award that could be granted by, the United States Federal Courts.

**15. GENERAL.** This Agreement sets forth the entire agreement between and understanding of the parties hereto relating to the subject matter hereof and merges and supersedes all prior agreements, writings, commitments, discussions, and understandings between them. Except as provided in

Section 7 above, no modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by each party hereto. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included. The Project's failure to act with respect to a breach or breaches by You or any third party does not waive the Project's right to act with respect to a subsequent or similar breach or breaches. This Agreement shall be construed within its fair meaning and no inference shall be drawn against the drafting Party in interpreting this Agreement.

**16. PROJECT'S ADDRESS:** The Non-GMO Project, P.O. Box 5606, Bellingham, WA 98227.

**17. WINNER'S LIST; AGREEMENT:** For a list of prize winners or a copy of this Agreement, send your request and a stamped, self-addressed envelope to: "NON-GMO PROJECT NON-GMO MONTH GIVEAWAY" Non-GMO Project, P.O. Box 5606, Bellingham, WA 98227.

**BY SUBMITTING YOUR INFORMATION TO THE PROJECT, YOU ACKNOWLEDGE THAT YOU HAVE READ THE TERMS AND CONDITIONS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE LEGALLY BOUND BY IT.**