

**U.S. Apple Association: National Apple Month**  
**#AppleADay Sweepstakes**  
**Official Rules**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.**

**1. Sponsor.** The #AppleADay Sweepstakes (the “**Sweepstakes**”) is sponsored by the U.S. Apple Association (“**Sponsor**”), with a principal address 7600 Leesburg Pike, Suite 400 East, Falls Church, Va. 22043.

**2. Eligibility.** Participation in the Sweepstakes is open only to legal residents of the fifty United States, and the District of Columbia who have attained the age of majority in their state of residence as of date of entry. Employees, officers, and directors of the Sponsor, its members, affiliates, advertising and promotional agencies, and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter. The Sweepstakes is subject to all applicable federal, state and local laws and regulations.

**3. Entry Period / Odds of Winning.** The Sweepstakes will begin on Wednesday, October 4, 2017 at approximately 12:01 a.m. Eastern Time (“**ET**”) and end on Friday, November 3, 2017 at 11:59 p.m. ET (the “**Entry Period**”). Odds of winning depend upon the number of eligible entries received.

**4. How to Participate.** To participate in the Sweepstakes, you may either:

(a) visit <http://usapple.org/appleaday/> and submit your name, valid email address, how you enjoy an apple a day, location and photo (optional); or

(b) Post to your personal Facebook, Twitter or Instagram account answering how you #AppleADay, and the hashtag #AppleADay.

Uploading a photo is optional, but encouraged. Twitter, Facebook and Instagram accounts must be public. There is no limit on number of entries. Entries will be deemed made by the authorized account holder of the email address, Twitter profile, Facebook profile or Instagram profile at the time of the entry. The authorized account holder is the natural person who is assigned to the email address by an internet access provider, online service provider or other organization that is responsible by assigning email address or the domain associated with the submitted email address. Sponsor is not responsible for non-delivered entries or for any

computer or email delivery system malfunctions or errors whatsoever resulting in not receiving entries.

**5. Prizes.** Winners will be awarded an apple-themed prize basket or gift card having a market retail value of \$25.00 minimum.

There is no substitution, transfer, or cash equivalent for prizes, except that Sponsor may, at its sole discretion, substitute prizes of comparable value or cash. The prizes are expressly limited to the items listed above and do not include taxes, gratuities or any other expenses.

**6. Taxes.** Taxes (federal, state, and local) are the sole responsibility of the winner. Sponsor does not provide tax advice. Participants are encouraged to contact their own tax advisor regarding potential tax implications, if any, of the Sweepstakes.

**7. Selection and Notification of Winners.** Winners will be selected at random throughout the campaign (not to exceed two winners per week), and notified via email or direct message on Facebook, Twitter and/or Instagram.

The decisions of Sponsor with respect to all matters relating to the sweepstakes are final.

**8. Additional Conditions.**

(a) By participating in the sweepstakes, except where prohibited by law, the winners agree to have their name, voice or likeness used in any advertising or broadcasting material relating to this sweepstakes without additional financial or other compensation.

(b) Sponsor in its sole discretion reserves the right to disqualify any person tampering with the entry process, the operation of the Sponsor's websites or is otherwise in violation of the rules. Sponsor further reserves the right to cancel, terminate or modify the sweepstakes if it is not capable of completion as planned, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort.

(c) Sponsor reserves the right to make changes to the rules of the Sweepstakes, including the substitution or a prize of equivalent value.

(d) Failure to comply with the Sweepstakes rules may result in a participant's disqualification, at the sole discretion of Sponsor.

(e) Sponsor is not responsible for typographical or other errors in the printing, the offering or the administration of the sweepstakes, or in the announcement of a prize.

**CAUTION: ATTEMPTS TO UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY VIOLATE CIVIL AND CRIMINAL LAWS AND SPONSOR MAY SEEK REMEDIES TO THE FULLEST EXTENT UNDER LAW.**

**9. Winners' List.** For a list of all winners, available after December 11, 2017, mail a self-addressed, stamped envelope to: U.S. Apple Association, Attn: #AppleADay Sweepstakes, 7600 Leesburg Pike, Suite 400 East, Falls Church, Va. 22043

**10. Liability Release.** BY PARTICIPATING, YOU RELEASE AND AGREE THAT NEITHER THE SPONSORS NOR ANY PROMOTION PARTY WILL BE RESPONSIBLE OR LIABLE FOR ANY CLAIMS, ACTIONS, DAMAGES, LOSSES, COSTS, EXPENSES AND LIABILITY OF ANY KIND (INCLUDING PROPERTY DAMAGE, PERSONAL INJURIES AND/OR DEATH, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, COUNSEL FEES AND COURT COSTS) ARISING FROM ANYTHING RELATING TO:

PROMOTION, EXECUTION OR ADMINISTRATION OF THE PROMOTION (OR YOUR PARTICIPATION); CANCELLATION OR MODIFICATION OF ANY ASPECT OF THE PROMOTION; USE OF ANY WEB SITE RELATED TO THE PROMOTION OR MATERIALS ON THEM; ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF ANY PRIZE; OR PARTICIPATING IN OR TRAVELING TO ANY PROMOTION-RELATED ACTIVITY.

SOME JURISDICTIONS MAY NOT ALLOW EXCLUSIONS OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CHECK YOUR LOCAL LAWS.

**11. Disputes.** IF NOT RESOLVED THROUGH DIRECT DISCUSSIONS, ANY DISPUTE OR CLAIM WILL BE RESOLVED BY FINAL BINDING ARBITRATION WITH AN EXPERIENCED ARBITRATOR LICENSED TO PRACTICE LAW IN VIRGINIA. VENUE FOR ANY PROCEEDINGS WILL BE IN FAIRFAX COUNTY, VIRGINIA. REMEDIES WILL BE SUBJECT TO ALL LIMITATIONS AND RELEASES IN THESE RULES, AND WILL BE LIMITED TO ACTUAL OUT OF POCKET DAMAGES, AND WILL NOT, IN ANY EVENT, INCLUDE ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, ATTORNEY'S FEES OR OTHER COSTS OR BRINGING A CLAIM, OR ANY INJUNCTIVE OR OTHER EQUITABLE RELIEF.

12. THE SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, INSTAGRAM, TWITTER, ANY OTHER SOCIAL MEDIA ENTITY OR ANY ENTITY OTHER THAN U.S. APPLE ASSOCIATION. YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND YOU AGREE TO A COMPLETE RELEASE OF ANY OTHER ENTITY INVOLVED IN THE ENTRY OF YOUR SUBMISSION.