

Taste The Holidays Sweepstakes

Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES, INCLUDING THE DISTRICT OF COLUMBIA, WHO ARE 18 YEARS OF AGE OR OLDER AS OF THE DATE OF ENTRY WHO HAVE OR OPEN AN ACCOUNT ON INSTAGRAM.COM OR TWITTER.COM.VOID WHERE PROHIBITED BY LAW.

For the Copyright Infringement Policy, see the last page of this document.

1. Eligibility: **Taste The Holidays Sweepstakes** (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Harry and David, LLC, HelloWorld, Inc., and their respective parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning the prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Harry and David, LLC, 2500 S. Pacific Hwy, Medford, OR 97501. **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Sweepstakes begins on December 16, 2015 at 12:01 a.m. Pacific Time ("PT") and ends on December 31, 2015 at 11:59 p.m. PT (the "Entry Period"). Administrator's computer is the official time-keeping device for the Sweepstakes.

4. How to Enter: To participate, you must have an Instagram or Twitter account. Creating an account is free, but you must comply with the applicable terms and conditions: Twitter (<https://twitter.com/tos>); Instagram (<http://instagram.com/legal/terms/>). Your account settings must be set to "unprotected" and/or "public" in order for your posts/tweets to be viewable by Sponsor and its agents. If you post updates to or receive updates via SMS from your wireless phone, message and data rates may apply. Please consult your wireless-service provider regarding its pricing plans.

During the Entry Period, take the following actions to receive an entry: (1) Follow **@HarryAndDavid** on Twitter/Instagram; and (2) take a photo of any Harry & David product or your favorite holiday treat, and post it on Instagram or tweet it on Twitter along with the hashtags **#TasteTheHolidays** and **#Sweepstakes** and mention **@HarryAndDavid**. Your post/tweet and its included content will hereafter be referred to as your Submission. Your Submission must be your original work, either a picture you took of a) a Harry & David product or b) your favorite holiday treat. Do not include the names or likenesses of children under the age of 18 years. If you include the name or likeness of other individuals, you must secure their permission to be included and to grant the rights set forth in Section 5. If requested, entrant must be able to provide such records and permissions in a form acceptable to Sponsor. Your Submission may not be indecent, obscene, hateful, tortious, defamatory, libelous, contain material that violates or infringes another's rights, disparage Sponsor, Administrator, or any other person or party, or contain material that is unlawful in any way. The Submission must not contain brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use to incorporate in his/her Submission. Sponsor reserves the right to disqualify any Submission that it finds unlawful, or in violation of these Official Rules, all in its sole discretion. You automatically will receive one (1) entry into the Sweepstakes for your qualified Submission.

Limit: You may enter one (1) time per day during the Entry Period. Multiple entrants are not permitted to share the same Instagram or Twitter account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Instagram or Twitter accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as

to any registration, the authorized account holder of the Instagram or Twitter account used to register will be deemed to be the entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses used to create the Instagram or Twitter account. Each potential winner may be required to show proof of being the authorized account holder.

5. Sponsor’s Use of Submissions: Posting/Tweeting a Submission constitutes entrant’s consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive, sub-licensable, and transferable license to use, reproduce, distribute, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission. Released Parties (as defined in Section 8, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions; all of which will be void.

6. Grand Prize Drawing: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during the Entry Period, on or about January 6, 2016 (the “Selection Date”). The potential winners will be notified by @harryanddavid via direct message on Instagram or Twitter. Each potential winner (or parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability and Publicity Release (“Declaration”) which must be received by Administrator, within seven (7) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner cannot be contacted, fails to sign and return the Declaration or provide any other requested information, within the required time period, or the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that the potential winner is disqualified for any reason, Sponsor will award the prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled within 8-10 weeks of the conclusion of the Selection Date.

7. Prizes: FOUR (4) GRAND PRIZE: Each prize winner will receive a \$1,000 Harry & David® gift card. Terms and conditions of gift card apply. Approximate Retail Value (“ARV”) of each prize is \$1,000 USD. ARV of all prizes is approximately \$4,000 USD. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor’s sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the Entry Period. Limit: One (1) prize per person. Gift Cards are subject to all terms and conditions designated by Sponsor, including, without limitation, those on Sponsor’s website and accompanying the Gift Card. Gift Card purchases are final and nonrefundable, and Gift Cards will not be replaced if lost or stolen.

8. Release: By receipt of any prize, winner agrees to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company’s officers, directors, employees and agents (collectively, the “Released Parties”) from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

9. Publicity: Except where prohibited, participation in the Sweepstakes constitutes the winner’s consent to Sponsor’s and its agents’ use of winner’s name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper

functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

12. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by a United States District Court for New York or an appropriate New York State Court; and (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

13. Entrant's Personal Information: Information collected from entrants is subject to Administrator's Privacy Policy <http://www.helloworld.com/privacy-policy> and Sponsor's Privacy Policy <http://www.harryanddavid.com/h/view/custserv-security>.

14. Winner List: For a winner list, visit <http://bit.ly/1m7qsHe>. The winner list will be posted for 30 days after winner confirmation is complete.

Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Twitter or Instagram.

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The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law.

If you believe in good faith that materials hosted by Sponsor infringe your copyright, you (or your agent) may send us a request to remove the material, or block access to it. The notice must include the following information:

- (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed
- (ii) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a list of such works at that site
- (iii) identification of the material claimed to be infringing or to be the subject of infringing activity you wish to be removed or access disabled, and information reasonably sufficient to permit us to locate the material
- (iv) information reasonably sufficient to allow us to contact the complaining party, such as an address, telephone number, and, if available, an email address at which you may be contacted
- (v) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by you, your agent, or the law
- (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you have posted allegedly infringing material and received notification to that effect from Sponsor, you may elect to send us a counter notice. Such counter notice must be a written communication provided that includes the following:

- (i) the physical or electronic signature of the alleged infringer
- (ii) identification of the material that has been removed or to which access has been disabled and the location before removal
- (iii) a statement under penalty of perjury you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled
- (iv) your name, address, and telephone number, and a statement that you consent to the jurisdiction of the United States District Court for the Eastern District of Michigan (Southern Division), and that you will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

All notices and counter-notices described above should be sent to Ira Schlusel, 3000 Town Center, Suite 2100, Southfield, MI 48075 or questions@eprizefulfillment.com.

We suggest that you consult your legal advisor before filing a notice or counter-notice, as the above-stated requirements may have changed. Also, please note that under Section 512(f) any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability. It is the policy of Sponsor to terminate the account of any user of its websites that is a copyright infringer.