

## **Terms and Conditions for “The Oldest Pump Challenge” Campaign.**

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

**FRUVAC Ltd is operating as Fruitland Manufacturing, and here after referred to as  
Fruitland Manufacturing in this document.**

**1. Eligibility:** This Campaign is open only to those who sign up by leaving the picture of their pump and/or their story at the comments section in the post or posts of the campaign and who are 18 years old or older as of the date of entry. The Campaign is only open to legal residents of United States and Canada and is void where prohibited by law. Employees of Fruitland Manufacturing, 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 Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

**2. Agreement to Rules:** By participating, the Contestant (“You”) agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, you agree to accept the decisions of Fruitland Manufacturing as final and binding as it relates to the content of this Campaign.

**3. Campaign Period:** Entries will be accepted online starting on **11/17/2020, 11:00 AM, EST** and ending **12/02/2020, 10:00 PM, EST**. All online entries must be received by **12/02/2020, 10:00 PM, EST**.

**4. How to Participate:** Participants must be followers of @FruitlandManufacturing (Fruitland Manufacturing Fan page in Facebook). The participants will find an official post or posts with the description of the campaign.

a.- They have to upload a picture of their pump, and a picture of the plate of the pump, which allow the brand to validate the code and year of manufacturing, on the comments section of the brand post.

b.- They can write a short story about their pump (50 words minimum) which will be qualified by an internal committee.

c.- The oldest pump uploaded during the campaign period, that fulfills all the requirements will win a 200 US Dollars gift-card.

d.- The best story selected by Fruitland will receive a 200 US Dollars gift-card, also.

The Campaign must be entered by submitting an entry using the comments section on the post or posts of the campaign "*The oldest pump Challenge*" online. The post or posts will be located at the fan-page

at <https://www.facebook.com/FruitlandManufacturing/?eid=ARAXt8V9k6FwARWOzVWAIEko-VumN28-YNpgnPmyt2FallU0lc8jsOKi0ByPEspVwk0sLEF7Y9k3lpV6>. The entry must fulfill all Campaign requirements, as specified, 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 Fruitland Manufacturing. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Fruitland Manufacturing.

**5. Prizes:** The Winner(s) of the Campaign (the "Winner") on each of the categories, will receive a 200 Dollars gift card. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Fruitland Manufacturing. No cash or other prize substitution shall be permitted except at Fruitland Manufacturing's discretion. The prize is non-transferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Fruitland Manufacturing to use Winner's name, likeness,

and entry for purposes of advertising and trade without further compensation unless prohibited by law.

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

**7. Winner Selection and Notification:** Winner will be selected by an internal committee under the supervision of Fruitland Manufacturing. Winner will be notified by an internal message in Facebook within five (5) days following selection of Winner. Fruitland Manufacturing 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 Winner cannot be contacted, is ineligible, fails to claim the prize within 15 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT FRUITLAND MANUFACTURING 'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**8. Rights Granted by You:** By entering this content (e.g., photo, video, text, etc.), You understand and agree that Fruitland Manufacturing, anyone acting on behalf of Fruitland Manufacturing, and Fruitland Manufacturing'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, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent. Optional verbiage for Contests: By entering this content, you represent and warrant that your entry is an

original work of authorship and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, you will be disqualified at the sole discretion of Fruitland Manufacturing. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, you shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Fruitland Manufacturing from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Fruitland Manufacturing may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

**9. Terms & Conditions:** Fruitland Manufacturing reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, *non-authorized human intervention, fraud, or other cause beyond Fruitland Manufacturing's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Fruitland Manufacturing may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Fruitland Manufacturing. Fruitland Manufacturing reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. Fruitland Manufacturing has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such an attempt be made, Fruitland Manufacturing reserves the right to seek damages to the fullest extent permitted by law.*

**10. Limitation of Liability:** By entering, You agree to release and hold harmless Fruitland Manufacturing and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, any reason, including,

but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign 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 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 entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

**11. Disputes:** THIS Campaign IS GOVERNED BY THE LAWS OF Canada AND Ontario, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, 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 Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Ontario having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives 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 Fruitland Manufacturing website. To read the Privacy Policy, click here <https://fruitlandmanufacturing.com/About>.

**13. Winners List:** To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to:

FRUVAC Ltd, operating as

Fruitland Manufacturing  
*324 Leaside Avenue.*  
*Stoney Creek,*  
*ON, Canada L8E 2NT.*

Requests must be received no later than 12/15/2020, 12:00 PM, EST.

**14. Sponsor:** The Sponsor of the Campaign is

FRUVAC Ltd, operating as:  
Fruitland Manufacturing  
*324 Leaside Avenue.*  
*Stoney Creek,*  
*ON, Canada L8E 2NT*

**15. Facebook:** The Campaign hosted by Fruitland Manufacturing is in no way sponsored, endorsed, administered by, or associated with Facebook.

**16. By submitting your information on the campaign post or posts,** You, the Contestant, declare that you have affirmatively reviewed, accepted, and agreed to all of the Official Rules.