

# **The 2020 DOLE® Packaged Foods, Giant Eagle and Captain Planet Foundation Learning Garden Grant Contest**

## **OFFICIAL RULES**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

### **1. DESCRIPTION OF THE CONTEST**

The DOLE® Packaged Foods, Giant Eagle and Captain Planet Foundation Learning Garden Grant Contest (“Contest”) requires an individual (each, an “Entrant;” collectively, “Entrants”) to nominate his/her school (i.e., any state-accredited elementary (grades K-5) school, excluding home school and online schooling programs; each, a “School”) located in one of the states listed on PAGES 1-2 fully completing the contest application located at <https://captainplanetfoundation.org/contest/gianteagle/> including a description of the way in which the School intends to use its Learning Garden (“Entry”). For purposes of the Contest, a Learning Garden is defined as a garden that is an extension of a School’s curriculum rather than an extracurricular activity, which teaches students about the environment, core subjects, nature and nutrition. The School must have space for a Learning Garden (i.e., a minimum of 200 square feet in full sun with little or no slope), administrative support for teachers to attend a one-day workshop and a commitment to using Learning Garden lessons in at least one class per grade level. Schools who have existing gardens on School property are also eligible to apply and will be required to demonstrate the use of that garden for instruction in the contest application. The Contest is sponsored by Dole Packaged Foods, LLC (“Dole”), Giant Eagle Supermarket Company (“Giant Eagle”), and Captain Planet Foundation (collectively, “Sponsors”).

### **2. CONTEST PERIOD**

The Contest begins on January 30, 2020 at 12:01 AM Eastern Daylight Time (“EDT”) and ends on February 29, 2020 at 11:59 PM EDT (the “Contest Period”).

Dole’s computer is the official time keeping device for the Contest.

### **3. ELIGIBILITY**

Entrants must be legal residents of the fifty (50) United States and the District of Columbia who are 18 years of age or older at the time of entry. An Entrant must also be an official of the School on whose behalf the Entrant is entering the Contest (i.e., an individual with the authority to legally bind the School) **OR** otherwise associated with such School (e.g., the parent of a currently-enrolled student, a currently-employed teacher) and can provide contact information for, and obtain the signature of, a School official. To be eligible, an Entrant must be nominating a School located in in the states of Pennsylvania, north central Ohio, northern West Virginia and Maryland; and school must be located within 20 miles of a Giant Eagle store.

Employees of Dole, Giant Eagle, or Captain Planet Foundation and its and their parent companies, affiliates, subsidiaries, franchises, agents, distributors, advertising and promotion agencies, fulfillment companies, and members of their immediate family (defined as a spouse, parent, sibling, child and respective spouses regardless of where they reside) and/or those living in the same household of such employee (whether related or not) are not eligible to enter.

All applicable federal, state and local laws and regulations apply.

#### **4. HOW TO ENTER**

To enter, visit <https://captainplanetfoundation.org/contest/gianteagle/> during the Contest Period and follow the directions for completing and submitting the Entry on the Captain Planet Foundation website (the “Site”), which will ask for the Entrant’s first and last name; date of birth; valid e-mail address; phone number; name, grade level (i.e., elementary or junior high) and district of the School on behalf of which Entrant is entering the Contest; mailing address of the School; the county the school is based in; the name of the School’s principal; *Learning Gardens Letter of Agreement* signed by school’s principal; Entrant’s relationship to the School (e.g., School official, parent, teacher) and contact information for the individual responsible for coordinating the Learning Garden at the School. It is the responsibility of each Entrant to update Sponsors of any change in an e-mail address in an Entry by sending an email to: [tasha@captainplanetfdn.org](mailto:tasha@captainplanetfdn.org). By submitting his/her Entry, Entrant agrees that it conforms to the requirements of these Official Rules.

Only an Entry submitted as set out above during the Contest Period will be considered. The determination of whether an Entrant and/or School is eligible for the Contest based on the requirements listed herein, shall be made under the supervision of Reviewing Organization whose decisions as to eligibility shall be final and not subject to appeal.

Limit one (1) Entry per School. If more than one Entry per School is submitted, the Entry with the earliest delivery date, as determined by Sponsors, will be accepted, and subsequent Entries will be disqualified. Any Entry that fails to comply in all respects with these Official Rules is subject to disqualification, as determined by Sponsors in Sponsors’ sole discretion.

In consideration of participating in the Contest, each Entrant unconditionally and irrevocably grants Sponsors the royalty-free, perpetual, worldwide, transferable and sublicensable right to use, reproduce, copy, publish, display, distribute, perform, translate, adapt, edit, modify and otherwise exploit his/her Entry, in any and all markets and in any and all manner and media now known or hereafter devised without limitation and without notice, compensation or other consideration to Entrant. Each Entrant represents and warrants that she/he has the sole and exclusive right to grant such rights to Sponsors, and that Sponsors’ reproduction, publishing, broadcasting, displaying and/or use of the Entry as described in these Official Rules will not infringe on any rights of any third party. An Entrant shall not receive any compensation, notice or credit for use of an Entry other than as expressly disclosed in these Official Rules.

#### **5. ENTRY REQUIREMENTS**

Without limiting anything set out elsewhere in these Official Rules, an Entry must meet the following requirements:

- An Entry must be original and created by Entrant, must not have been previously published or exploited in any manner or medium (including, but not limited to, as a submission in another contest), must not have won previous awards and must not infringe upon the copyrights, trademarks, rights of privacy or publicity of any person, living or dead, or other rights of any person or entity.
- No persons other than Entrant may appear or be referenced in a photo (including, without limitation, any members of the student body of the applicable School).

- An Entry shall not have been made (in whole or in part) by individuals who are: 1) represented under contract (e.g., by a talent agent or manager) that would limit or impair Sponsors' ability to display a photo in any media form; 2) subject to an acting or modeling contract that would make Entrant's appearance in a photo a violation of any third-party rights; or 3) subject to any other contractual relationship, including but not limited to guild and/or union memberships, that may prevent Sponsors from being able to use the Entry in all media in perpetuity on a royalty-free basis, without payment or fee obligations.
- An Entry cannot and will not contain any content that is derogatory, profane, defamatory, libelous, slanderous, or disparaging;
- An Entry cannot and will not contain any lewd, obscene, threatening, sexually explicit, pornographic, illegal, disparaging, obscene content or otherwise inappropriate or objectionable material or any personally identifiable information (e.g., license plate number).
- An Entry cannot and will not incorporate any pre-existing film, television or music clips or any other third-party content, images or property.
- An Entry cannot and will not incorporate any commercial content that promotes any product or service or include or reference any third-party names, logos (other than school logos), brand names, trademarks, service marks, trade names or trade dress in an infringing manner or in a manner that endorses, directly or indirectly, any product or service.
- An Entry cannot and will not contain any drug or alcohol use, or use of firearms, or references to, or images of, any of the foregoing.
- An Entry cannot and will not contain any content, performance, language, conduct or activity that is or could be deemed unsuitable or inappropriate or in violation of these Official Rules, as determined by Sponsors, in their sole discretion.
- An Entry cannot and will not contain any content that is false, deceptive, misleading or otherwise not in compliance with applicable laws.
- An Entry cannot and will not promote any activity that is unsafe, hazardous or dangerous.
- An Entry cannot and will not promote any activity that is prohibited by law.
- An Entry cannot and will not communicate messages or images inconsistent with the positive images and goodwill with which Sponsors wish to associate.

Once submitted, an Entry cannot be revised, altered or withdrawn by Entrant. Sponsors and/or Reviewing Organization reserve the right in their sole and unfettered discretion to disqualify any Entry, or any portion thereof, that violates or potentially violates any of the foregoing requirements or otherwise fails to comply with any provisions of these Official Rules.

## **6. ENTRY JUDGING**

After the end of the Contest Period, all eligible Entries received will be reviewed and judged by a

panel of judges (the “Judges”), under the supervision of Reviewing Organization, based upon the following criteria (“Judging Criteria”):

- Ability of the School to accept and care for the Learning Garden (25%)
- School’s commitment to the Learning Garden (25%)
- Persuasiveness of Entry (50%)

Two (2) grand prize winners, as determined by the Judges in accordance with the Judging Criteria, will be selected. In the event of a tie, the Entry with the higher score in the “Ability of the School to accept and care for the Learning Garden” category will be deemed a Finalist. Winners will be notified on or about March 1, 2020. If a Winner cannot be reached after a reasonable effort has been made (as determined by Sponsors in their sole and absolute discretion), or if a Winner is otherwise found to be ineligible, an alternate Winner may be selected.

A Finalist’s Entry may be posted on the Site.

## **7. PRIZES / APROXIMATE RETAIL VALUE (“ARV”) AND ODDS OF WINNING**

For each Winning School [who DOES NOT currently have a garden onsite], they will receive a prize consisting of a garden installation, Learning Garden program materials (including a Mobile Cooking Cart, standards-based lessons, garden signs, and lesson supply kits) and online training for the school and teachers hosted by Captain Planet Foundation (on a Canvas Learning System). (ARV of each prize: \$3,000).

For each Winning School [who DOES currently have a garden onsite], they will receive a prize worth \$500 in garden improvement items (as determined in a collaboration between Captain Planet Foundation Learning Garden Manager, Tasha Gomes and the Winning School’s Garden Contact), Learning Garden program materials (including a Mobile Cooking Cart, standards-based lessons, garden signs, and lesson supply kits) and online training for the school and teachers hosted by Captain Planet Foundation (on a Canvas Learning System). (ARV of each prize: \$3,000).

Sponsors reserve the right, in their sole discretion, to substitute a prize or prizes of equal or greater value for all prizes. No other substitutions, cash equivalents or transfer of prizes allowed unless specifically authorized by Sponsors. Sponsors reserve the right not to award all prizes in the event an insufficient number of eligible Entries are received. If no eligible Entries are received, no prizes will be awarded.

Prize recipients are solely responsible for reporting and paying all applicable federal, state and local taxes and any additional fees associated with prizes. All federal, state and local laws and regulations apply. A 1099 form may be issued to prize recipients (“Required Filing”). If a potential prize recipient fails to sign and return the Required Filing within the required time, another prize recipient may be selected. This process will be continued until an eligible prize recipient completes the Required Filing.

Odds of winning depend upon the number of eligible Entries received.

## **8. ACCEPTANCE OF PRIZE**

Potential Finalists will be sent an Affidavit of Eligibility, Advertising/Publicity Liability Release and Transfer of Copyright (collectively, the “Forms”) via email on March 15, 2020. Any Forms returned

to Reviewing Organization as undeliverable may result in selection of an alternate Finalist. Correspondence will not be acknowledged.

As a condition of being named a Finalist, an Entrant must complete, sign, and return the Forms within fourteen (14) days following the date of first attempted notification if he/she is a School official. If Entrant is not a School official, Entrant must sign the appropriate portions of the Forms, then have a School official (“Authorized Representative”) complete and sign the appropriate portions of the Forms, which Forms – completed and signed by Entrant and Authorized Representative– must be returned within fourteen (14) days following the date of first attempted notification.

The Forms will, among other things: (a) certify that the Entry, in whole or in part, have not won a previous prize/award or been previously published/reproduced; (b) certify that the Entry is original to Entrant, and otherwise complies with the Entry requirements; (c) re-affirm Entrant’s (and Authorized Representative’s, if applicable) acceptance of and adherence to the terms and conditions contained in these Official Rules; (d) grant Sponsors the right to use Entrant’s name, likeness, biographical materials and the Entry (including, but not limited to, as edited, adapted or otherwise modified or combined with other materials), as well as the name and image of Entrant’s School for advertising, public relations and promotional purposes in all forms of media now known or hereafter devised (including, but not limited to the internet) without geographic or time limitation, notice, compensation, or other consideration by Sponsors, except where prohibited by law; and (e) grant Sponsors the right to request from Entrant and/or his/her School periodic updates on how the prize is being and/or was used. Failure to comply with the Forms deadline may result in forfeiture of the prize and selection of an alternate Finalist.

## **9. GENERAL CONDITIONS**

By submitting an Entry, each Entrant agrees (1) to be bound and abide by these Official Rules and all decisions of Sponsors, Reviewing Organization, and Judges, whose decisions are final, binding and not open to appeal; (2) on behalf of himself/herself, his/her executors, heirs and assigns, to release and hold Sponsors, Reviewing Organization, Judges and its and their respective directors, officers, employees, subsidiaries, affiliates, agents, divisions, agencies, licensors and advertising, promotional, or judging agencies and all suppliers (each, a “Released Party;” collectively, the “Released Parties”), harmless from any and all liability whatsoever in connection with the Contest, including without limitation, causes of action, injury, damage, liabilities, suits, cross-claims or counterclaims, or any other claims arising out of or relating to Entrant’s and his/her School’s participation in the Contest (including without limitation personal injuries and death and damage to, loss, or destruction of property), whether or not arising from the negligence of a Released Party, including but not limited to, third party claims that may be made against Entrant or his/her School, and claims arising out of or relating to the acceptance, receipt, possession or use/misuse of any prize monies, or claims based on any publicity or other public exposure of Entrant and his/her School, including without limitation, claims concerning infringement or invasion of Entrant’s privacy rights, or the publicity rights of Entrant or his/her School, or defamation, or acts undertaken in preparation for or participation in the Contest, whether suffered by Entrant, his/her School, or a third party, and claims or actions of any kind whatsoever for injuries, damages or losses of any kind to persons or property which may be sustained in connection with the receipt, ownership or use of the prize money or while preparing for, participating in or traveling to and/or from any Contest-related activity or otherwise; (3) to assume all risks, express or implied, associated with all claims released above, including without limitation, all risks concerning entry and participation in the Contest; (4) that she/he has no right to bring, and covenants not to bring, any claim, action, or proceeding of any kind or nature whatsoever against any of the Released Parties in connection with the Contest; and (5) THAT NONE OF THE RELEASED

PARTIES HAS MADE, OR IS RESPONSIBLE OR LIABLE FOR, ANY WARRANTY, EXPRESSED OR IMPLIED, RELATIVE TO ANY PRIZE, INCLUDING, BUT NOT LIMITED TO, ITS QUALITY OR FITNESS OR MERCHANTABILITY, AND ALL PRIZES ARE TENDERED TO ENTRANTS ON AN “AS IS” BASIS.

Sponsors reserve the right, in their sole discretion, to suspend, modify or cancel the Contest, or any portion thereof, if it cannot be run as originally planned to include but not limited to, by reason of tampering, infection by computer virus, unauthorized intervention or fraud; malicious software attacks, bugs or other problems; or force majeure or other causes beyond the control of Sponsors which impair the integrity or corrupts the administration or security of the Contest. In such event, the Contest shall be conducted from among all eligible Entries received (if any) prior to such suspension, modification or cancellation. Sponsors further reserve the right to take whatever action they deem necessary or appropriate regarding the administration of the Contest.

Sponsors are not responsible for any printing, typographical, mechanical or other error in the printing of the Official Rules, administration of the Contest or in the announcement of the prizes. Sponsors will be collecting personal information in accordance with their respective privacy policies.

A notice will be posted on the Site prior to and/or after (as appropriate) action has been taken by Sponsors. Without limiting the foregoing, if the Contest is cancelled for any of the reasons set out above, neither Sponsors, Reviewing Organization, Judges, nor any of the parties contributing to the Contest will be required to reschedule it and/or compensate any Entrant or School for lost time, wages, fees, travel expenses or costs of any kind spent in preparing an Entry. Proof of submitting an Entry will not be deemed to be proof of receipt by Sponsors. Sponsors further reserve the right to disqualify any individual who tampers with the entry process and may prohibit an Entrant from participating in the Contest if it determines that said Entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception or other unfair practices or intending to abuse, threaten or harass other Entrants.

Sponsors, Reviewing Organization, and Judges assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, applications. Sponsors, Reviewing Organization, and Judges are not responsible for any problems or technical malfunctions of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or Entry to be received by Sponsors due to technical problems, human error or traffic congestion on the internet or at any website, or any combination thereof, including any injury or damage to Entrant’s or any other person’s computer relating to or resulting from participating in the competition or downloading any materials in the competition.

Entries using macro, robotic, script or other forms of automatic entry are not eligible and will be disqualified. Entries become the property of Sponsors and will not be acknowledged or returned. No mechanically reproduced Entries permitted. Neither Sponsors nor Reviewing Organization are responsible for lost, late, illegible, mutilated, misdirected, delayed, incomplete, or inaccurate Entries. If there is a dispute as to the identity of an Entrant, an Entrant will be deemed to be the authorized account holder of the e-mail address listed on the Entry. The “authorized account holder” is defined as the natural person to whom the e-mail address is assigned by an internet service provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

Failure to comply with the Official Rules will result in disqualification. An Entrant and/or Finalist will be disqualified, at the sole discretion of Sponsors and/or Reviewing Organization, if he/she attempts (a) to enter the Contest through any means other than described in these Official Rules; or (b) to disrupt the Contest, circumvent the terms and conditions set forth in the Official Rules, or in any way tamper with any component of the Contest. Without limiting anything set out elsewhere in these Official Rules, submission of an Entry further constitutes Entrant's consent on behalf of him/herself and his/her School to irrevocably assign and transfer to Sponsors any and all rights, title and interest in and to the Entry, including, without limitation, all copyrights and any extensions or renewals thereof, and upon Sponsors' request, Entrant or an Authorized Representative will execute any documents necessary to effectuate such ownership. Entrant and his/her School agree not to defame or disparage Sponsors, its parents and affiliate companies, or Reviewing Organization.

**CAUTION: ANY ATTEMPT TO DAMAGE ANY WEBSITE, UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST, AND/OR ABSCOND WITH OR MISUSE PRIZE MONIES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) AND/OR SCHOOL(S) FULLY PERMITTED BY LAW.**

Each Entrant understands that during the Contest Period and thereafter, the Entry may be posted on the Site and/or other websites on the Internet; included, mentioned and/or discussed on local and/or national television and/or written about in newspapers, magazines, blogs, chat rooms, bulletin boards and elsewhere; and/or included in advertisements. Each Entrant hereby acknowledges and agrees that the Released Parties have no control over such uses, postings or the statements, opinions, discussions, comments or otherwise made about the content of the Entry or Entrant. Without limiting anything set forth above, each entrant expressly releases the Released Parties from and against any actions, claims, injuries, losses or damages allegedly caused, directly or indirectly, by any such uses, postings or comments.

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest materials (e.g., marketing, advertising or other ancillary documents) and these Official Rules, the Official Rules shall prevail, govern and control.

#### **10. DISPUTES / CHOICE OF LAW**

Except where prohibited, each Entrant agrees: (1) that any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in the counties listed on PAGES 1-2; (2) that any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred and in no event shall include attorneys' fees associated with participation in the Contest; (3) that no punitive, incidental, special, consequential or other damages, including without limitation, lost profits may be awarded (collectively, "Special Damages"); and (4) to waive all rights to claim Special Damages and all rights to have such damages multiplied or increased. Missouri law governs these Official Rules, the Contest and all aspects related thereto or arising there from.

#### **11. SPONSORS**

The Sponsors of this Contest are Dole Packaged Foods, LLC, Giant Eagle Supermarket Company., and Captain Planet Foundation.

#### **12. OFFICIAL RULES**

The Official Rules will be posted on the Site. Individuals may request a hard copy of the Official Rules by sending a self-addressed, stamped #10 envelope to: DOLE Packaged Foods, Giant Eagle, and Captain Planet Foundation's Learning Garden Grant Contest, c/o Captain Planet Foundation – 133 Luckie Street, 2<sup>nd</sup> Floor, Atlanta, GA 30303. Requests for Official Rules must be postmarked by February 15, 2020.

**13. FINALISTS/WINNER LIST**

The names of the Winners, Finalists and their Schools will be posted on the Site from March 15, 2020 through May 30, 2020. For a list of the Winners, Finalists and their Schools, send a self-addressed, stamped #10 envelope to: DOLE Packaged Foods, Giant Eagle, and Captain Planet Foundation's Learning Garden Grant Contest, c/o Captain Planet Foundation – 133 Luckie Street, 2<sup>nd</sup> Floor, Atlanta, GA 30303. Requests for the list must be postmarked by May 30, 2020.

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