

## Greenmarket Winter Warrior 'Fly Somewhere Warm' Contest

You know who you are Winter Warriors -- it's 20 degrees outside and you're piling on the layers, getting Fido into his doggie-sweater, and grabbing the frozen compost -- all in preparation for your farmers market trip. We want to reward you for your Greenmarket love and loyalty with a chance to win two travel certificates, good for the base fare of two roundtrip JetBlue flights (excluding taxes/fees)!

Sweepstakes Rules:

- Visit any one of the [24 Year-Round Greenmarket Farmers Markets](#) during open market hours between February 15 – 28, 2018
- Take a photo and post it to your Instagram Account with the hashtag #GMKTWinterWarrior and #contest. Limit one entry per Instagram Account per day.
- Photos can be selfies, or they can be shots of vegetables, farmers (with their permission), any kind of wintry Greenmarket cheer. As long as the photo is taken inside any one of the 24 Year-Round Greenmarket Farmers Markets during open market hours and posted to Instagram with the hashtag #GMTKWinterWarrior, it is a chance to win!
- On March 1<sup>st</sup> 2018, GrowNYC will pick one lucky winner to receive two travel certificates, good for the base fare of two roundtrip JetBlue flights (excluding taxes/fees)! These vouchers must be used by June 15, 2018. It's a fast turnaround, but there's enough time to get somewhere warm.
- GrowNYC and Greenmarket staff, volunteers, farm staff, or farmers, or family members are not eligible to win.

NO PURCHASE NECESSARY. Open to legal residents of the U.S., DC & PR, 18 years and older. Contest ends at 11:59:59 PM ET on 2/28/18. Void where prohibited. See Official Rules (below) for details.

### **Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.** Sweepstakes is subject to all applicable federal, state and local laws and regulations.

**ELIGIBILITY:** The Greenmarket Winter Warrior Sweepstakes (the "Sweepstakes") is open to legal residents of the fifty (50) United States, District of Columbia and Puerto Rico who are at least eighteen (18) years of age at the time of entry. Void outside the United States, the District of Columbia and Puerto Rico and where prohibited and restricted by law. Employees and volunteers of GrowNYC ("Sponsor"), Greenmarket farmers and staff, and their respective parents, subsidiaries, affiliates, divisions, advertising and promotion and/or fulfillment agencies (such entities collectively, with "Sponsor," the "Related Entities") and the immediate families (spouse and parents, step parents, children, step children, siblings, grandparents and their respective spouses, regardless of where they reside) and/or those living in the same household of any such individual, whether or not related, are not eligible to enter or win. Participation

constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**SPONSOR:** GrowNYC, located at P.O. Box 2327, NY, NY 10272 (hereafter, "Sponsor," "GrowNYC").

**PROMOTION PERIOD:** The Sweepstakes begins on February 10, 2018 at 12:00:00 AM Eastern Time ("ET") and ends on February 28, 2018 at 11:59:59 PM ET (the "Promotion Period").

**HOW TO ENTER:** Entrants must have an active Instagram account to participate in the Sweepstakes. To sign up for a free Instagram account, visit [www.instagram.com](http://www.instagram.com). Use of Instagram is subject to the Instagram Terms, found at <https://help.instagram.com/478745558852511>. **This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram. By entering the Sweepstakes, each entrant waives, discharges and releases Instagram from any and all liability associated with this Sweepstakes.**

To enter the Sweepstakes during the Promotion Period, visit any one of the [24 Year-Round Greenmarket Farmers Markets](#) during open market hours between February 10 – 28, 2018, take a photo inside the Market and post it to your Instagram with the hashtag #GMKTWinterWarrior. **Limit one (1) Entry per Instagram Account per day.** Any attempt by any entrant to obtain more than the stated number of Entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's Entries and that entrant may be disqualified. Use of automated Entry or similar devices to participate or subvert the Entry process is prohibited, and all entries submitted through such devices are void. Entrants agree to be bound by and acknowledge compliance with these Official Rules, including the eligibility requirements stated herein above. All Entries are the property of the Sponsor and will not be acknowledged or returned. **All Entries must be posted to Instagram with the hashtag #GMKTWinterWarrior by 11:59:59 PM ET on February 28, 2018.** Sponsor's computer shall be the official timekeeper for all matters relating to this Sweepstakes.

**WINNER SELECTION/RANDOM DRAWINGS:** One (1) potential Grand Prize Winner ("Grand Prize Winner") will be selected in a random drawing ("Random Drawing") from among all eligible Entries received during the Promotion Period. The Random Drawing will be conducted on or about March 1, 2018 by Sponsor, whose decisions regarding all matters relating to this Sweepstakes are final and binding. Odds of winning the Grand Prize will depend upon the number of eligible Entries received during the Promotion Period.

**WINNER NOTIFICATION/RELEASE:** The Potential Grand Prize Winner will be notified via Instagram direct message by Sponsor, on or about March 5, 2018. The Potential Grand Prize Winner is required to sign and return a Potential Winner Affidavit, Prize Verification Form and, unless prohibited by law, a Publicity Release within five (5) business days of notification. The potential Grand Prize Winner may be disqualified under any the following circumstances; **i)** if Prize notification Instagram direct message correspondence is returned as undeliverable; **ii)** if he/she is found to be ineligible; **iii)** if he/she does not return the required Prize Verification

Form within required time period; and/or iv) if he/she cannot or does not comply with these Official Rules. In the event the Potential Grand Prize Winner is disqualified for any reason, Sponsor will award the Grand Prize to an alternate Potential Grand Prize Winner in a Random Drawing from among all remaining eligible Entries from the Promotion Period. Sponsor is not responsible for fraudulent e-mails, Instagram direct messages, or any other notification sent to entrants or Potential Grand Prize Winner not by Sponsor.

**ONE (1) GRAND PRIZE AND ITS APPROXIMATE RETAIL VALUE (“ARV”):** Grand Prize consists of two (2) JetBlue Travel Certificates valid for the base fare of a roundtrip JetBlue flight between any JetBlue city with service. The ARV of the Grand Prize is \$598.

**GENERAL PRIZE RESTRICTIONS:** All taxes on the prize and any associated fees are the sole responsibility of the Grand Prize Winner. If Grand Prize Winner is a minor in his/her jurisdiction of residence, Grand Prize will be awarded in the name of the Grand Prize Winner’s parent/legal guardian who will be responsible for all applicable federal, state and local taxes on prize. The ARV of the prize set forth above represents Sponsor’s good faith determination of the retail value thereof, and the actual fair market value, as ultimately determined by Sponsor, is final and binding and cannot be challenged or appealed. In the event the stated ARV of the prize is more than the actual fair market value of that prize, the difference will not be awarded in cash or otherwise. The specifics of all elements of the Grand Prize stated herein shall be solely determined by Sponsor. No transfer or cash equivalent of Grand Prize allowed except as otherwise set forth herein or at Sponsor’s sole discretion. Grand Prize may not be transferred by any other means, including but not limited to sale, barter, or trade on auction websites. Grand Prize may not be substituted except that Sponsor in its discretion may substitute a prize, or portion thereof, with a prize or portion of comparable or greater value if it deems necessary. Any portion of any prize not used by any winner is forfeited and no cash substitutions will be offered or permitted. Grand Prize being offered is provided “as is” with no warranty or guarantee either express or implied. Merchandise prizes carry no warranty other than that offered by manufacturers. Sponsor has neither made nor is responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Winner assumes sole responsibility for all costs and expenses associated with any elements of the prizes not explicitly included as part of prize description, including without limitation, all federal, state and local taxes (if any) and any associated fees. Neither Sponsor nor Related Entities will be responsible for Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation of any element of any prize. In addition, neither Sponsor nor Related Entities will be liable for any expenses incurred as a consequence of a flight cancellation or flight delay. Neither Sponsor nor Related Entities will be responsible for lost or stolen Travel Certificates, authorization numbers or pin numbers. If a passenger is a no-show for a reserved flight or does not change/cancel prior to the scheduled departure, passenger will forfeit the Certificate(s) and all money associated with the reservation.

**JETBLUE TRAVEL CERTIFICATE CONDITIONS:** JetBlue Travel Certificates will be issued to the confirmed Grand Prize Winner. **Grand Prize Winner assumes sole responsibility for all costs**

**associated with any elements of the prize not explicitly included as part of prize description, including without limitation, all applicable federal, state, international and local taxes (if any) or trip insurance, air and/or ground transportation to/from Grand Prize Winner's residence and airport of departure, ground transportation in and around destination city, travel upgrades, fees, surcharges, hotel accommodations, meals, beverages, gratuities, sightseeing or other excursions, souvenirs, personal incidentals, and any other expenses not specified as a part of the prize stated herein.** Grand Prize Winner may be required to provide a valid credit card at the time of booking flight to pay for any and all taxes and fees as stated herein on the airline tickets, if applicable. JetBlue is not liable for any expenses incurred as a consequence of a flight cancellation or flight delay. JetBlue flight schedules subject to change without notice. Certain other JetBlue restrictions and blackout dates may apply, all of which are subject to change at the sole discretion of Sponsor. Grand Prize Winner and his/her Guest must possess required travel identification documents, e.g. photo identification, passport, or visa, and are solely responsible for obtaining any necessary documentation and fulfilling any necessary travel requirements prior to travel. JetBlue reserves the right to deny boarding to passengers without the proper documentation. All travel is subject to any and all restrictions instituted by the Department of Defense and/or Department of Homeland Security, as required. Other restrictions apply. Each Travel Certificate is valid through June 15, 2018, and all travel must be booked and flown before June 15, 2018. Redeemed travel is subject to availability and seats may not be available on all flights. Blackout dates apply, and travel is capacity controlled. Schedules are subject to change without notice. Travel Certificates are not valid for bookings on partner airlines or code share or interline flights. Travel certificates are also not valid for use in connection with JetBlue Getaways Vacation Packages or Cruises. Each Travel Certificate is transferable; however, at no time may it be purchased, sold, bartered, traded on an auction website or otherwise exchanged for value without prior written consent from JetBlue. Travel Certificates are not redeemable for cash and have no cash value. Passengers are subject and entitled to all provisions of JetBlue's Contract of Carriage. (See JetBlue's Contract of Carriage at [http://www.jetblue.com/p/jetblue\\_coc.pdf](http://www.jetblue.com/p/jetblue_coc.pdf) for details.) Passenger is solely responsible for all fees, taxes, surcharges, and service charges for all travel booked using a Travel Certificate. (Taxes and fees may include, without limitation, Passenger Facility Charges up to \$9.00 each way for domestic and international travel; September 11 Security Fees of \$2.50 per enplanement at a U.S. airport, up to \$5 each way; Federal Segment Taxes of \$3.80 per domestic segment; U.S. Arrival/Departure Tax of \$16.70 each way for Puerto Rico and U.S. Virgin Islands travel; and government taxes and fees up to \$329.00 each way for international travel. Taxes and fees are subject to change as required by law.) Passenger also is solely responsible for fees for oversized, overweight or extra baggage and fees for products/services sold separately, such as unaccompanied minor fees, Even More Space seats, pet fees, in-flight movies, pillows, etc. Passenger must pay all applicable taxes and fees using a major credit card at the time of booking. Travel Certificates may be redeemed only by calling 1-800-JETBLUE (538-2583) and providing the authorization number and PIN number included on the Certificate. Travel Certificates may not be redeemed at airport ticket counters or online. The authorization number and PIN number cannot be replaced if lost or stolen (except as required by law), and JetBlue is not responsible for lost or stolen Travel Certificates, authorization numbers or pin numbers. (Customers will not be able to redeem their Travel Certificate without both the

authorization and pin number.) Change and cancellation restrictions and fees may apply. Redeemed travel is not eligible for TrueBlue points. (TrueBlue is JetBlue's loyalty program.) Additional terms and restrictions apply to all JetBlue flights. See <http://www.jetblue.com/traveldeals/FlightsTOC.html> for details.

**WAIVER OF LIABILITY AND RELEASE:** By participating in the Sweepstakes and submitting an Entry, each entrant waives, discharges and fully releases Sponsor and all other Related Entities and any other companies associated with the Sweepstakes, and all of their respective officers, directors, employees, agents and representatives, from any and all liability, injury, damage or loss that may occur, directly or indirectly, in whole or in part, from or in connection with participation in the Sweepstakes or from the receipt or use of any prize or from any activity related to the receipt or use of any prize. By receipt of any prize, winner agrees to release and hold harmless Sponsor and Related Entities 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 (including any travel or activity related thereto.)

**PUBLICITY:** Except where prohibited, the Grand Prize Winner, by acceptance of prize, grants to the Sponsor and Related Entities the right to publicize his/her name (first name and last initial), address (city and state of residence), photograph, voice, statements and/or other likeness and prize information in any and all media now known or hereafter devised, for advertising, trade and other purposes, throughout the world, in perpetuity, in any manner, without limitation and without additional compensation, consideration, notification or permission, unless prohibited by law.

**LIMITATIONS OF LIABILITY:** Sponsor and Related Entities are not responsible for stolen, late, incomplete, inaccurate, stolen, misdirected, lost, damaged, garbled, delayed, incomplete or garbled Entries or emails; for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections; availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines; or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or problems of any kind whether human, mechanical, electronic, network, computer, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of Entries, the announcement of the Prize, functionality of the website or in any Sweepstakes -related materials. Sponsor and Related Entities are also not responsible for any incorrect or inaccurate information, whether caused by users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Sponsor and Related Entities are not responsible for injury or damage to participants' or to any other person's computer or mobile device related to or resulting from participating in this Sweepstakes. Persons who tamper with or abuse any aspect of the Sweepstakes or attempt to undermine the legitimate operation of the Sweepstakes by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or any representative of Sponsor and/or the Related Entities, or who are in violation of these Official Rules, as solely determined

by Sponsor, will be disqualified and all associated Entries will be void. Any attempt to deliberately damage the content or operation of this Sweepstakes is unlawful and subject to legal action by the Sponsor, and their respective agents. Sponsor shall have the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the Sweepstakes and to resolve all disputes in its sole discretion. Notwithstanding anything in these Official Rules to the contrary, Sponsor and Related Entities (i) make no warranty, guaranty or representation of any kind concerning any prize, and (ii) disclaim any implied warranty.

**GENERAL CONDITIONS:** Sponsor reserves the right, in their sole discretion, to cancel or suspend the Sweepstakes (or any portion thereof) should virus, bugs, unauthorized human intervention, or other causes corrupt administration, security, fairness, integrity or proper operation of the Sweepstakes (or any portion thereof). In the event of cancellation, Sponsor may elect to identify the Grand Prize Winner and award the Grand Prize by way of a Random Drawing from among all non-suspect, eligible Entries received up to the time of such cancellation.

**CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH ENTRANT AND RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.**

In the event of dispute as to the identity or eligibility of any winner based on an e-mail address associated with an Instagram Account, the winning entry will be declared made by the "Authorized Account Holder" of the e-mail address submitted at the time of entry provided he/she is eligible according to these Official Rules. The "Authorized Account Holder" is defined as the natural person to whom the applicable Internet service provider or other organization (such as a business or educational institution) has assigned the e-mail address for the domain associated with the submitted e-mail address. A potential Prize Winner may be asked to provide Sponsor with proof that he/she is the authorized account holder of the e-mail address. If a dispute cannot be resolved, the Entry will be deemed ineligible.

Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**DISPUTES:** By entering the Sweepstakes, each entrant agrees that (a) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, and in no event will entrant be entitled to receive attorneys' fees or other legal costs; and (c) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim punitive, special, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. All issues and questions concerning the construction, validity, interpretation and

enforceability of these Official Rules, or the rights and obligations of the entrants and Sponsor in connection with the Sweepstakes, 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 or provisions that would cause the application of the laws of any jurisdiction other than the State of New York. Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts located in the State of New York, County of New York, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these rules. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**NAME OF WINNER/OFFICIAL RULES:** To request the name of the Winner (available after March 5, 2018), or a copy of these Official Rules, send a self-addressed, stamped #10 envelope to: GrowNYC, PO Box 2327, NY, NY 10272. Please specify "Greenmarket Winter Warrior Winners List" OR "Official Greenmarket Winter Warrior Rules" on the outer envelope. All requests must be received by April 1, 2018.