

**BLUE STAR FAMILIES’
EDY’S ICE CREAM SOCIAL SWEEPSTAKES**

Official Rules

NO PURCHASE, PAYMENT, OR DONATION OF ANY KIND IS NECESSARY TO ENTER OR TO WIN. A PURCHASE, PAYMENT OR DONATION WILL NOT INCREASE OR IMPROVE THE CHANCES OF WINNING.

1. **ELIGIBILITY:** The EDY’S® Ice Cream Social Sweepstakes (the “**Promotion**”) is open to either members of Blue Star Families or military families (i.e., families with a member serving in the United States uniformed services) who are not Blue Star members, who are residents of the District of Columbia or one of the 50 United States, and who have living with them a child between the ages of four (4) and sixteen (16) (referred to in these Rules as a “Blue Star Kid”). Participants can enter for a chance for their Blue Star Kid to win an ice cream social. The Promotion is void where prohibited or restricted by law. Employees, officers and directors of Blue Star Families (“**Administrator**”) and EDY’S® Ice Cream and its parents, subsidiaries, affiliates, divisions, advertising and promotion agencies (“**Promotion Entities**”) involved in the administration of this Promotion, and the immediate families (defined as parents, spouses, children, siblings, grandparents and their respective spouses) or members of the same household (whether related or not) of each such employee, officer and director, are not eligible to participate or to win a prize.

2. **TIMING.** The Promotion entry period begins at 9:00AM Eastern Daylight Saving Time on June 20, 2019 and ends at 11:59 PM Eastern Standard Time on September 2, 2019 (the “**Entry Period**”). Administrator’s computer is the official timekeeping device for the Promotion.

3. **HOW TO ENTER.** If you are not already a Blue Star Families member, you can enter the Promotion by becoming one - **there is no cost to join – all you need to do is provide your email address to us.** You can join by logging on to <http://bluestarfam.org>. After you join, go to <https://bluestarfam.org/edys-ice-cream-social-2019/> and follow the on-screen instructions to complete the entry form fully and accurately with all the required information; read and accept the Official Rules; and submit the Entry. You can enter a maximum of once per day during the Entry Period. Each time you enter, you earn a chance to win.

If you prefer not to provide your email address to join Blue Star Families, you may instead enter the Promotion by sending a 3x5 post card to Military Family Ice Cream Giveaway, c/o Blue Star Families, PO Box 230637, Encinitas, CA 92023. You must include your full name, contact phone number or email address, indicate that you are over the age of majority in your state of residence, and state the age(s) of the Blue Star Kid(s) who live in your house on the 3x5 card (do NOT provide their names), and provide the answers to the online questions, which you can find at <https://bluestarfam.org/edys-ice-cream-social-2019/>. To be eligible for the Promotion, we must receive your post card(s) no later than 11:59 p.m. EST on September 2, 2019. You can submit a maximum of one post card per day during the Entry Period. Each time you enter, you earn a chance to win.

This Promotion is not sponsored, endorsed, administered by, or associated with, Twitter or Facebook. You understand that you are providing information to Administrator and not to Twitter or to Facebook.

4. **AGREEMENT TO OFFICIAL RULES AND DECISIONS.** By participating, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules, and the decisions of Administrator (including, without limitation, decisions regarding eligibility of Entries, the selection of entrants and the winner, and the awarding of the prize), which are final and binding in all respects.

5. **DRAWING; ODDS; NOTIFICATION.** On or about September 3, 2019, Administrator or Administrator’s designee will randomly select 1 potential winner from among all eligible Entries received. The odds of winning a prize depend on the number of eligible Entries received and how many times each

participant entered. The potential winner will be notified either by phone, mail, courier and/or email at Administrator's discretion. The winners may be required to execute and return to Administrator a notarized Affidavit of Eligibility and Release (collectively an "Affidavit/Release") in the form(s) provided by Administrator in order to claim his/her prize. The Affidavit/Release must be returned to Administrator by the date and/or time indicated. If the potential winner cannot be contacted within seven (7) days of the first attempt to contact him/her, or if the potential winner fails to return the Affidavit/Release within the specified time, or if any prize or prize notification is returned as undeliverable, or if the potential winners are found to be ineligible, or if the potential winners do not comply with the Official Rules or the requests of Administrator, then the potential winners will be disqualified and alternate winner(s) will be selected by Administrator, at random from among all eligible non-winning entries received by Administrator for the Promotion. **NOTE: The prize will be delivered to the Blue Star Kid of the winning family.**

6. PRIZE. One prize: 1 EDY'S® Ice Cream Social:

Specific Details of the Prize:

The ice cream social will include EDY's® ice cream, toppings, bowls, spoons, and napkins. Party limited to 50 people. Contact Blue Star Families to coordinate the party.

The approximate retail value ("ARV") of the prize will not exceed \$500. Void where prohibited. If potential winner does not wish to accept the prize, an alternate winner will be selected at random from the pool of eligible entries. All details of the prizes not set forth herein will be determined by Administrator in its sole discretion. All entrants and Entries are subject to verification prior to the awarding of a prize, as are the eligibility, age and other claims of information provided by a potential prize winner.

7. GENERAL CONDITIONS. Administrator reserves the right, in its sole discretion, to terminate, modify or suspend the Promotion if, in Administrator's opinion, there is any suspected or actual evidence of tampering with any portion of the Promotion, there is any unsportsmanlike, dangerous, harassing or disruptive behavior associated with the Promotion, or there are viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond Administrator's reasonable control that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion. In such event, Administrator reserves the right (but does not have the obligation) in its sole discretion to award prizes from among eligible, non-suspect Entries received up to the time of suspected impairment. Administrator 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 Promotion or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of this Promotion is a violation of criminal and civil laws, and, should such an attempt be made, Administrator reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.

8. RELEASE. By entering, each entrant, and by receiving the prize, the winners, forever, fully and irrevocably release and holds harmless Administrator and its parents, subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, affiliates, Promotion partners and prize suppliers, Facebook, Twitter and all of their respective employees, officers, directors, shareholders and agents from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or Entry in the Promotion and/or winner's award, receipt or use of any prize awarded in the Promotion or any prize-related activity.

9. LIMITATIONS OF LIABILITY. Administrator is not responsible for: (a) incorrect or inaccurate transcription of Entry information or late, lost, misplaced, filtered, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete or misdirected Entries or Entries received through impermissible or illegitimate channels, all of which may be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the Promotion; (e) printing, typographical, electronic or human errors, which may occur in the offer or administration of the Promotion or the processing of Entries; or (f) any injury or damage to persons or property, including but not limited to

entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion, or from viewing, playing or downloading any material from Administrator's website(s), regardless of whether the material was prepared by Administrator or a third party, and regardless of whether the material is connected to Administrator's websites by a hypertext link.

10. DISPUTES. Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Promotion, or any prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in San Diego County, State of California, entrant submits to sole and exclusive personal jurisdiction to said courts in the State of California for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental, consequential, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Administrator in connection with the Promotion shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of California, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

12. DATA COLLECTION. Information collected in this Promotion will be administered by Administrator in accordance with its Privacy Policy, located at <https://www.bluestarfam.org/privacy-policy-terms-use> You are providing your information to Blue Star Families and not to Facebook. **The Administrator will not collect any personally identifiable information about the Blue Star Kids who are awarded the prizes.**

13. ADMINISTRATOR: Blue Star Families, P.O. 230637, Encinitas CA 92023.