

Olivio's "The Goodness of Olive Oil" Photo Contest

OFFICIAL RULES

NO PURCHASE, PAYMENT, PROOF OF PURCHASE OR ENTRY FEE OF ANY KIND IS NECESSARY TO ENTER AND ENTRY TO THE CONTEST IS FREE. A PURCHASE WILL NOT IMPROVE YOUR ABILITY TO WIN. ENTRY OPEN ONLY TO LEGAL RESIDENTS OF THE 48 CONTIGUOUS UNITED STATES OR DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE OR OLDER ON DATE OF ENTRY. VOID IN ALASKA, HAWAII, PUERTO RICO, ALL US TERRITORIES AND POSSESSIONS AND WHEREVER ELSE PROHIBITED BY LAW. THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM® OR TWITTER®.

CONTEST TIMING: Olivio's "Goodness of Olive Oil" contest (the "Contest") starts March 1st, 2017 at 12:00:01 AM Eastern Time (ET) and ends September 30, 2017 at 11:59:59 PM ET (the "Contest Entry Period"). The Contest is based on skill. Consumers will be asked to submit a photograph (hereafter "Entry"), to the Sponsor to be judged on how they spread the "Goodness of Olive Oil" with friends and family taking place indoors or outdoors. Every photograph must have at least one (1) tub and/or bottle of Olivio spread or spray in it to be eligible to be judged, but the consumer is not required to be in the photo. Sponsor's computer is the official timekeeper for this Contest.

ELIGIBILITY: The contest is open to legal residents of the 48 contiguous United States and the District of Columbia (excluding residents of Hawaii and Alaska) who are eighteen (18) years of age or older (or of legal age of majority in their state of residence, whichever is older) as of March 1st, 2017. Employees, officers, directors and agents of Olivio Premium Products Corp. ("Sponsor"), affiliated companies, subsidiaries, distributors, participating dealers, retailers, printers, advertising and promotion agencies and any and all other companies associated with the design or execution of this contest (collectively, the "Promotion Parties"), and the members of their immediate families (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) or households, whether or not related, of any of the above, are not eligible to enter or win. The contest is subject to all applicable federal, state and local laws and regulations. Void in Hawaii, Alaska, and where prohibited and restricted by law.

1. **HOW TO ENTER:** During the Contest Entry Period, entrants will send a photograph of how they spread “The Goodness of Olive Oil” with friends and family taking place indoors or outdoors. Every photograph must have at least one (1) tub and/or bottle of Olivio spread or spray in it to be eligible to be judged, but the consumer is not required to be in the photo. No other products, words or visuals should be visible. Entrants who enter through the website will receive one of two responses that the photograph was either Accepted or Denied. If accepted, they will receive one (1) Contest entry in the current Contest Entry Period, as noted above in the Contest Judging Table. If photo is declined, they are not entered and can go to www.olivio.com to see why & try again.

All photographs that have been approved as an entry into the Contest will be visible in the gallery on www.olivio.com

There are three (3) methods of entry in the contest:

1. **Online Microsite Method:** You can submit your Photo Entry through the Contest website at: <http://www.olivio.com>. To enter, you must complete and submit the following required information on the entry form as instructed: full name and email address (b) agree to the Official Rules, Age Verification and (c) submit the photo entry. Entrants must indicate that they have read, accept, and agree to be bound by these Official Rules including that they are at least eighteen (18) years of age. Photograph can be in color or black & white and must be in one of the following file formats: .JPG, .GIF, .PNG and must not exceed 5.0 MB in size. After photographs are accepted by Olivio Premium Products Corp. they will be visible in the gallery on www.olivio.com and verification of entry will be emailed back to the entrant.
2. **Twitter® Method:** To become a registered member of Twitter®, with accounts that are free of charge, go to www.Twitter.com and follow the instructions to become a registered member and create an account. By submitting your information and creating an account, you agree to the Twitter® Terms of Service and privacy notice located at: <https://Twitter.com/tos>. Once logged into your Twitter® account then you can tweet the hashtags #OlivioGoodness #Contest along with your photograph during the Entry Period. In order for the Entry to be valid, Twitter® profile must be public and thus viewable by the Sponsor and its agents. If you submit your Entry or receive updates from Twitter.com via SMS from your wireless phone, you may be charged standard text messaging rates, airtime and carrier charges for text messages sent and received from your mobile device according to the terms and conditions in your Customer Agreement with Mobile Carriers. All terms and conditions of Twitter.com apply. Twitter® is not a sponsor of this Contest. Multiple participants are not permitted to share the same email, mobile phone or Twitter® account. Entry into the Contest does not constitute entry into any other Contest. You understand that by participation in this Contest via mobile phone or text message, if you are a potential winner, the Sponsor may contact you via mobile phone or text message, which will be subject to the charges pursuant to your carrier's rate plan. It is your sole responsibility to notify the Sponsor in writing if you change your Account.
3. **Instagram® Method:** Instagram® users may enter during the Entry Period by submitting their photograph with the hashtags #OlivioGoodness #Contest. All terms and conditions of Instagram.com apply. Instagram® is not a sponsor of this Contest. Multiple participants are not permitted to share the same mobile phone or Instagram® account. In order for the entry to be valid, Instagram® profile must be public and thus viewable by the Sponsor and its agents.

Posting a photograph on Instagram® requires a mobile device and therefore you may be charged standard text messaging rates for text messages sent and received from your mobile device according to the terms and conditions in your Customer Agreement with Mobile Carrier. If not a member, an entrant may set up an Instagram® account by visiting www.Instagram.com. An Instagram® account is free of charge.

No purchase, entry fee, payment, or proof-of-purchase necessary to participate. There is a limit of one (1) entry per day per entrant regardless of entry method used to enter, but each Entry must contain a **Completely Unique Photo** (defined as a photograph with at least an image of an Olivio Premium Product Corp. tub and/or bottle in a different setting or event that takes place on a different date. The photo may not be similar in any manner to a photo previously submitted and abide by these Official Rules to be eligible. Proof of transmission (such as a “confirming” message) of the Contest entry does not constitute proof of submission/delivery. All eligible entries must be submitted according to these Official Rules no later than 11:59:59 PM ET on September 30, 2017 to be included in the Contest Entry Period. An entry will not be considered complete if the entrant’s photograph has not completed uploading by the deadline dates noted above in the Contest Judging Table, even if the entrant initiated the upload before that time. By entering in the Contest, all entrants agree to abide by these Official Rules, which are final and binding on all matters pertaining to this Contest. Each entry registration submitted must be manually key stroked and manually entered by the individual entrant; automated and/or repetitive electronic submission of entries (including but not limited to entries made using any script, macro, bot or Contest service) will be disqualified and transmissions from these or related email or IP addresses may be blocked.

Any individual who attempts to enter, or in the sole discretion of Sponsor is suspected of submitting entries in excess of the disclosed maximum, by any means, including but not limited to establishing multiple email accounts, will be disqualified from participation in this Contest. Multiple entrants are not permitted to share the same email address. In the event of a dispute over the identity of any potential winner, the entry will be declared made by the authorized account holder of the email address submitted at the time of entry, and potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such email address. The authorized account holder is deemed as the natural person assigned to an email address by an Internet access provider, service provider, or other organization responsible for assigning email addresses or the domain associated with the submitted email address. It is the sole responsibility of the entrant to notify the Sponsor in writing if the entrant changes his or her email address during the Contest Period. Proof of accessing Olivio’s “The Goodness of Olive Oil” Contest entry pages via Online at the microsite, Instagram®, and/or Twitter® does not constitute proof of delivery to serve as a Contest entry. Entries generated by script, macro, robotic or by any other automatic or mechanical means are void. All entries become the property of Sponsor and will not be returned to entrant.

At the time of entry, Entrants will have the opportunity to opt-in to receive further communications from the Sponsor. Entrants are not required to opt-in and opting in will not increase your chances of winning. If an Entrant chooses to opt-in, the Entrant thereby grants the

Sponsor permission to send him/her future communications regarding services, incentives, offers, promotions, or other messaging related to the Sponsor's services and products. Any information collected from the Contest shall be used only in a manner consistent with the consent given by the Entrants at the time of entry, with these Official Rules, and with the Sponsor's Privacy Policy found at: <http://www.olivio.com>.

By submitting information Online, on Instagram® or on Twitter®, entrant agrees to the terms of use and privacy notice found at each respective website. Normal time, toll, connection and usage rates, if any, charged by your Internet service provider will apply. By successfully transmitting your entry consisting of a unique photograph as directed, you will receive one (1) entry into the Contest. If an entrant uses multiple accounts or usernames for either of the three entry methods noted above to submit more than one entry per day during the Contest Period, only the first approved entry received may be entered into the Contest. Multiple participants are not permitted to share the same email, Facebook, Instagram® or Twitter® accounts. Any written text that appears in the photograph will not be allowed and entry will be disqualified.

JUDGING ENTRIES AND WINNER NOTIFICATIONS. At the end of the Contest Entry Period, as noted above, the Judging Panel will judge and score each Eligible Submission based on the following weighted judging criteria (adding up to 100%):

Creativity to reflect brand's personality – 25%

Adherence to theme of showing how to spread or spray the Goodness of Olive Oil with Olivio – 50%

Shareability (would others want to see the photo, content that is unique that others would like to share on their social networks) – 25%

In the case of a tie among two or more contestants, an additional “tie-breaking” judge will score the entries in question based on all three criteria noted above with the highest total score to break the tie and determine the Prize Winner. Photograph can be in color or black & white and must be in one of the following file formats: .JPG, .GIF, .PNG and must not exceed 5.0 MB in size.

Entries must comply with the following content guidelines to be eligible:

- Photograph must contain at least (1) tub and/or bottle of Olivio spread or spray, but Entrant is NOT required to be included in the photograph;
- Photograph must be in a different setting, or event that takes place on a different date to be considered unique. Unique as defined by the above criteria and a photo that is not similar in any manner to a photo previously submitted;
- The photograph must not have been exhibited publicly on any website or social media outlet prior to entry in the Contest or won any award;
- Photograph may not promote any activity that may appear unsafe or dangerous, or have any particular political agenda or message;

- Content may not defame, misrepresent or contain disparaging remarks about Sponsor, or other people (living or deceased), products or companies; or otherwise infringe upon any person's personal or proprietary rights;
- Content may not communicate messages or images inconsistent with the images to which Sponsor wishes to associate;
- Entrant must have permission, from all individuals that appear in the Submission (if any) to use their name and likeness in the Submission and to grant the rights set forth herein;
- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity, or intellectual property rights, or that constitutes copyright infringement;
- 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 in this Contest;
- The Submission must not contain images or artwork not created by entrant;
- The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, or libelous;
- The photograph can utilize live animals if the entrant can provide an affidavit confirming that the animal was not harmed in the making of the photograph;
- The Submission must not contain material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Submission is created.

By entering this Contest, each entrant represents that the Entry submitted (consisting of the photograph) is the original work of entrant and that you have all necessary rights to grant a license to the Sponsor to publish and re-use your photograph (even if other persons are visible in the photograph) for any purpose without compensation and that you hereby grant such license together with the right to use your name and the name of any other persons in your Entry. Any other persons observed in the Entry may be required to validate their permission of using their own name/image/likeness by submitting a notarized publicity release before that Entry is considered eligible, at Sponsor's discretion and hereby agree that they will be bound by all releases and consents and covenants contained in these Official Rules. Sponsor has the right in its sole discretion to disqualify and/or not to post on the Website any photo that Sponsor determines does not or may not comply with the foregoing requirements. Without limitation of the foregoing, if a photo prominently (as determined by Sponsor in its sole discretion) depicts or refers to any brand or trademark other than Olivio Premium Products Corp., Sponsor will have the right in its sole discretion to remove or blur such brand or trademark. Sponsor assumes no responsibility for disputes between persons claiming authorship of the Entry. Entrant agrees to the use of their Entry by Sponsor in any way Sponsor deems appropriate, including any and all media, and that such individuals will sign all necessary documents granting Sponsor these rights if required by Sponsor. Entries must be suitable for distribution in a public forum (as determined by Sponsor in its sole discretion), and may not reflect negatively on the Sponsor or its products. Entries not complying with all rules are subject to disqualification at Sponsor's sole discretion. Entrants acknowledge that other entrants may have submitted photographs with ideas and concepts contained in their Entry that may have familiarities or similarities to his/her Entry, and

that he/she will not be entitled to any compensation or right to negotiate with the Contest Entities because of these familiarities or similarities. Winner will be required, as a condition of being awarded a prize, to grant the Sponsor the right to use their name, photograph entry, image, likeness, voice, comments, prize information and biographical information, (collectively, the "Attributes") as well as exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to exercise the copyright and any other rights entrant has in the winning entry, for advertising, publicity and promotion purposes in any media now known or hereafter devised without additional compensation, except where prohibited by law.

Entries received that are illegible, incomplete, or are not submitted by one of the entry methods outlined above will be disqualified. Entries that do not comply with these Official Rules will not be eligible.

2. NOTIFICATION OF PRIZE WINNERS:

Entries not complying with these Official Rules are subject to disqualification at Sponsor's sole discretion. Entries received that are illegible, incorrect, incomplete, late, unintelligible or are not submitted by the Online, Instagram® or Twitter® entry methods outlined above will be disqualified.

Each Potential Winner is subject to eligibility verification and compliance with these Official Rules. Sponsor will attempt to notify the potential Winners via email/phone number provided at time of entry. The potential Prize Winners may be required to complete, notarize and return an Affidavit of Eligibility, Liability Release, and where lawful, a Publicity Release along with the IRS Form W-9 (collectively, the "Release Forms") within five (5) business days of notification of winning the Prize. Failure to return Release Forms timely, or if Prize notification is returned as non-deliverable, or if Winner is found not to be eligible or not in compliance with these Official Rules, may result in disqualification with an alternate Prize Winner selected in accordance with these Official Rules.

If a potential winner is a minor under the law of his/her jurisdiction of residence (residents of Nebraska and Alabama must be 19 years of age or older and residents of Mississippi must be at least 21) at the time of entry, his or her respective parent or guardian may be required to execute an Affidavit acknowledging, confirming and consenting to the Liability Release and where legal, a Publicity Consent document as well as being responsible for all financial obligations, as noted below, in order to accept the prize on behalf of the winner. If parent or guardian is unavailable to execute this document, the winner will not receive the prize.

3. Grand Prizes (1): Winner will be awarded \$10,000.00 towards a major Kitchen Appliance set (awarded in the form of a check). Grand Prize Conditions: Grand Prize winner is solely responsible for any and all federal, state and local taxes and expenses in connection with the prize not expressly described herein as being awarded. The winner shall bear all risk of loss or damage to their Prize package, after it has been delivered.

4. Sponsor makes no representations of any kind concerning the appearance, safety, or performance of any part of a Prize. Prize will be accepted "AS IS" and cash cannot be substituted for any part of the prize unless otherwise agreed to by the Contest Entities. All prize details are at the sole discretion of the Sponsor.

Total ARV for all prizes to be awarded: \$10,000.00

5. **PRIZE RESTRICTIONS:** Limit one (1) Prize per household for the entire Contest Entry Period. Prize is non-transferable, non-assignable and substitution will not be allowed, except as expressly provided in these Official Rules or otherwise at the sole discretion of the Sponsor, who reserves the right to substitute a Prize with one of equal or greater approximate value or comparable use should the advertised Prize become unavailable for any reason (except as already clarified herein). Winner will be responsible for all taxes, income taxes and/or sales taxes (federal, state and local) and all other expenses not specifically mentioned herein related to acceptance and use of the Prize. A 1099 Miscellaneous Tax Form may be issued to Prize winners for the actual value of the Prize for the 2017 tax year. Any photographs of the Prizes in promotional materials are for illustrative purposes only. Actual details and components of a Prize awarded may differ from the Prize being advertised.
6. **CONDUCT:** This Contest is subject to all federal, state and local laws/regulations. By entering this Contest, entrants agree to be bound by these Official Rules and the decisions of Sponsor and/or the judges that shall be final and binding in all respects. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right at its sole discretion to disqualify any individual suspected of tampering with the entry process or the operation of the Contest; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. **CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) 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 OR ANY OTHER PROVISION.**
7. **LIMITATIONS OF LIABILITY:** Contest Entities, assume no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty, failed, garbled or jumbled

electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Contest; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Contest; (d) inaccessibility or unavailability of the Internet or any combination thereof, or; (e) any injury or damage to participant's or to any other person's electronic device which may be related to or resulting from any attempt to participate in the Contest or download any materials in the Contest. If, for any reason, the Contest is not capable of running as planned for reasons which may include without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest in whole or in part, and award the prize to the highest scoring entry judged among all non-suspect eligible entries received as of the termination date. The Sponsor will not be responsible for acts of God, dangerous weather conditions, acts of terrorism, civil disturbances, work stoppage or any other matters beyond the Sponsor's reasonable control (each a "Force Majeure" event) that may cause the cancellation or postponement of the Contest.

8. **ENTRANT RELEASES:** All entrants, as a condition of entry into the Contest, agree to release officers, directors and employees of Olivio Premium Products Corp., participating radio stations, and each of their respective parent, subsidiary and affiliated companies, distributors, suppliers, printers, application developers, advertising, promotional and judging agencies or other persons engaged in the development, production or distribution of materials for this Contest, from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with accessing the Contest page; submitting an entry or otherwise participating in any aspect of the Contest; the receipt, ownership, use, misuse or non-use of any Prize awarded; preparing for, participating in or traveling to and/or from any prize-related activity, or any human, typographical or other inadvertent error in these Official Rules or the announcement of offering of prize. Sponsor makes no representations or warranties of any kind concerning the appearance, safety, or performance of prize. Except for residents of Tennessee and wherever else prohibited by law, the Winner grants to Sponsor the right to print, publish, broadcast and use the winner's name, city, state, biographical information, voice, photograph or other likeness and statements related to prize acceptance/use, for public relations/promotional/media events about the Contest along with any other related advertising purposes, as may be determined by Sponsor, in any media now known or hereafter developed, in perpetuity, including but not limited to social media, radio and television, without compensation unless prohibited by law. Acceptance of prize irrevocably grants to Contest Entities the right to use any recordings/Photographs/Videos resulting from these public relations/promotional/media events. The rights hereby granted to Contest Entities include the perpetual, exclusive and unencumbered right to use, not use, edit, reproduce, publicly and privately display, create derivative works based upon, distribute, telecast, publish, promote, market, and otherwise exhibit the photograph worldwide, at discretion of Contest Entities, without approval of winner.

In the event there is a discrepancy or inconsistency between statements contained in any Contest-related materials, and terms and conditions stated in the Official Rules, the Official Rules shall

prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

9. **WINNERS' NAMES:** You may request the name of all of the Prize Winners by sending a self-addressed, stamped envelope by 10/1/2017 to: Olivio Premium Products "Goodness of Olive Oil" Photo Contest Winners, 867 Boylston St. Floor 6, Boston, MA 02116.
10. **DISPUTES:** Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Promotion shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for Massachusetts or the appropriate Massachusetts State Court; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and/or 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 Contest, shall be governed by, and construed in accordance with, the laws of the State of Massachusetts.
11. **SPONSOR/ADMINISTRATOR:** Sponsor: Olivio Premium Products Corp. 867 Boylston St Floor 6 Boston, MA 02116.
12. **Administrator:** Olivio Premium Products Corp. 867 Boylston St Floor 6 Boston, MA 02116.
13. **OFFICIAL RULES:** The Official Rules will be available at: www.olivio.com throughout the Contest Entry Period.

This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram® or Twitter®. By submitting your information and creating an account, you agree to the Instagram® and Twitter® terms of use and privacy notice. All terms and conditions of www.Instagram.com and www.Twitter.com apply.