

OFFICIAL RULES
"Buy A Banana, Be A Banana"

1. NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.
2. ELIGIBILITY. Sweepstakes is open to legal U.S. residents who are 18 years of age or older at the time of entry, residing within the greater Savannah, GA area, except employees (former and current), agents, successors, and assignees of Emarket, the Savannah Bananas, the Coastal Plain League, and its Member Teams, and each of their respective affiliated companies, subsidiaries, and advertising or promotional agencies, and the family members, agents, successors or assigns of, and any persons domiciled with, such employees are not eligible for entry.
3. ENTRY. The "Be A Banana" (the "Sweepstakes") will begin at 12:01 AM EST on April 24, 2018 and will end at 11:59 PM EST on May 22, 2018 (the "Sweepstakes Period"). There are two ways to enter the Sweepstakes: (1) Buying a Banana at participating Enmarket locations or (2) mailing an entry form with name, phone number, email address, and home address to PO Box 5267 Savannah, GA 31414. All entries must be received by no later than 11:59 PM PPT on May 21, 2018. No mechanical reproductions permitted. LIMITE OF ONE (1) ENTRY METHOD PER PERSON. Sponsor will not be responsi9ble for incomplete, lost, late, misdirected or illegible entries, or for failure to receive entries due to failures of any kind, whether originating with sender or Sponsor. Sponsor reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the Sweepstakes as solely determined by Sponsor. In the event any aspect of the Sweepstakes is compromised by non-authorized human intervention, tampering or other causes beyond the reasonable control of Sponsor which corrupts or impairs the administration, security, fairness or proper operation of the Sweepstakes, Sponsor reserves the right in its sole discretion to suspend, modify or terminate the Sweepstakes. By participating and/or accepting any prize, the entrant/winner agrees to be bound by these Official Rules and the decisions of Sponsor.
4. PRIZES/ODDS. On or about May 23, 2018, potential winners will be selected by random drawing from among all eligible entries received during the Sweepstakes Period. Odds of winning any prize will depend on the number of eligible entries received. LIMIT OF ONE (1) PRIZE PER HOUSEHOLD. The number, description and approximate retail value ("ARV") of each of the Sweepstakes prizes are as follows:
 - One (1) Grand Prize: Being an Honorary Savannah Banana on June 1, 2018

The Grand Prize Winner and the Runner-Up Winners, as each is defined above, shall be referred to hereinafter collectively as a "Winner" or "winner" solely for purposes of clarification of the provisions in these Official Rules. No substitutions allowed, except that any prize and individual components of any

prize package are subject to availability and Sponsor reserves the right to substitute prizes of equal or greater value. Each winner is solely responsible for reporting and payment of any federal, state, local and municipal taxes on any prize and for payment of all expenses associated with the Sweepstakes and/or any prize, such as, but not limited to, transportation, lodging and parking.

5. **WINNER NOTIFICATION AND PRIZE ACCEPTANCE.** Each entrant chosen to receive/win a prize will be notified by a Sponsor representative by telephone and/or email as provided through their method of entry. In the event contact with the chosen entrant is not confirmed within forty-eight (48) hours of notification, or if entrant declines the prize, another entrant will be randomly chosen. Any entrant may waive their right to receive a prize. All prizes are non-assignable and non-transferable. Each entrant/potential winner chosen will be required to complete an affidavit of eligibility, and a liability and publicity release (except where prohibited by law). Failure to sign and return the affidavit, release or other required documents, or to comply with any term or condition of these Official Rules, may, at the sole discretion of Sponsor, result in disqualification and the forfeiture of his or her interest in a prize. Entrant agrees to execute all necessary and requested documents, including, without limitation the affidavit and release, as requested by Sponsor.
6. **ENTRANT/WINNER RELEASES.** By entering the Sweepstakes and accepting any prize, such entrant/winner releases Enmarket, the Savannah Bananas, the Coastal Plain League, any other promotional sponsors, and each of their respective affiliated companies, and subsidiaries, directors, officers, employees, representatives, partners and agents from any liability whatsoever for any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Sweepstakes or with the acceptance, possession or use of any prize (including, without limitation, any claim, cost, injury, loss or damage related to any personal injury, death, damage to, loss or destruction of property, right of publicity or privacy, defamation or portrayal in a false light). Each prize winner shall be solely responsible for compliance with all details, terms and conditions of the prize including all related documentation and agreements. Except where prohibited, participation in the Sweepstakes constitutes the entrant's consent to the publication, dissemination and use of his or her name, photograph, image, likeness and voice by Sponsor, their designees, Savannah Bananas, Coastal Plain League, and its Member Teams, in any media at any time for any purpose without any additional compensation to, permission from or inspection by such entrant.
7. **LIMITATIONS OF LIABILITY.** By entering the Sweepstakes and accepting any prize, each entrant/winner agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, or any prize awarded, shall be resolved individually without resort to any form of class action; (2) any claim, judgment or award shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorney's fees; and (3) under no circumstances will any entrant/winner be permitted to obtain any award for, and each entrant/winner hereby waives any and all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or

otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.

8. **CONSTRUCTION.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any entrant/winner and/or Sponsor, shall be governed by, and construed in accordance with the laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules or provisions (whether of Georgia, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Georgia. The invalidity or unenforceability of any provision of these Official Rules shall not affect the invalidity or unenforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Each entrant/winner agrees that should any dispute arise between such entrant and Sponsor's prize indemnifier, such dispute must be submitted to binding arbitration in accordance with the rules of the American Arbitration Association. The venue of such arbitration shall be in Savannah, Georgia.
9. **SPONSOR.** The "Be A Banana" is sponsored by the Savannah Bananas and Enmarket (together, "Sponsor"). Sponsor's decisions regarding the selection of any entrant/winner and any other aspect of the Sweepstakes shall be final and binding in all respects. Sponsor will not be responsible for any typographical, printing or other inadvertent errors in these Official Rules for the Sweepstakes or in any other materials relating to the Sweepstakes. If you have any questions regarding these rules or the Sweepstakes, please submit such questions in writing to "Be A Banana" Questions, PO Box 5267 Savannah, GA 31414.
10. **WINNERS.** For a list of winners (available after 8/6/18), send a self-addressed, stamped envelope to "Be A Banana" Winners, PO Box 5267 Savannah, GA 31414.