



# EMERALD QUEEN, SMITH BROTHERS & Maris Farms PRESENT: THE PUMPKIN-OMIC STIMULUS SWEEPSTAKES

## Official Contest Rules

### **WHAT IT IS, HOW IT WORKS:**

The "Pumpkin-Omic Stimulus" **Sweepstakes** is an opening-weekend, on-site promotional event intended to celebrate Maris Farms' 10-year anniversary and stimulate a buzz at the Buckley farm, which started as a small pumpkin patch. What better way to "stimulate" excitement AND draw a crowd than with an opportunity to win, **at no cost**, cash and prizes of up to \$300. This is a drawing for cash and/or prizes in which participants submit their entries **BEFORE** entering the farm inside a "pumpkin" container(s) located just outside the entry gate. An alternate method of entry into this contest is to fill out an entry form found online at [www.marisfarms.com](http://www.marisfarms.com) and mail/deliver it to the farm no later than Thursday, Oct. 1 by 5 pm. Winners will be drawn from the "pumpkin" container(s) at random each hour at 10 minutes past the hour inside or near the pumpkin patch – again, in honor of how Maris Farms started (as a pumpkin patch) and its 10 year run at the current location. Chances of winning depend on total amount of entries received. On-site entries will be accepted only on Saturday, Oct. 3rd, 2009 & Sunday, Oct. 4<sup>th</sup>, 2009 from 10 am to 5 pm each day. Off-site entries will be accepted by no later than Thursday, Oct. 1, 2009, 5 pm by US Mail or personal delivery. Off-site entries can be mailed or delivered to 24713 Sumner-Buckley Hwy, Buckley, WA 98321. Winners need not be present to win. Those not present will be notified in writing via e-mail, text or snail mail.

### **SPONSORS:**

Emerald Queen, Smith Brothers Farms, Maris Farms, Adventure Paintball, Dairy Queen Bonney Lake, Spirit Halloween Stores

### **QUALIFYING PRIZES (80 winners – 5 every hour for 8 hours Saturday, 8 hours on Sunday):**

- Prizes will alternate between either cash or prize items provided by sponsors. Cash will be as low as \$25 and as high as \$300; prizes will range from products and/or activity passes at the farm to special gift certificates, products and/or services provided by participating sponsors (value is what the sponsor determines their prize items to be worth)

### **GRAND PRIZE (One winner):**

- No "grand prize" has been determined.

### **THE FOLLOWING GENERAL RULES APPLY TO THIS AND ANY MARIS FARMS CONTEST:**

1. No purchase is necessary to enter. Contest is subject to federal, state and local laws and is void where prohibited by law.
2. **Eligibility and Limitations.** Participants and winner(s) must be U.S. citizens and residents of Western Washington (Snohomish, Thurston, Kitsap, Island, Pierce, Mason, Jefferson, Skagit, Kittitas, Grays Harbor, Lewis, Cowlitz, Whatcom, San Juan, Clallam and King Counties). All contest winners must disclose his or her legal name, address, telephone number, date of birth and Social Security Number. Any winner found to have supplied false or misleading information may be disqualified from the contest and therefore forfeit the prize(s). Age restrictions may apply. All entrants to any contest both imply and agree to participate in the contest and obey the rules of the contest.

Employees of Maris Maze, LLC, and/or Maris Farms Haunted Woods, (collectively, "Maris Farms") and any and all parent, subsidiary, related and affiliated companies, and their respective officers, directors, employees and agents and their dependents and immediate families, as well as employees of contest sponsors and vendors are not eligible to participate or win.

- 3. Release of Liability.** Maris Farms and any other contest sponsors and their affiliated companies and their respective officers, directors and employees shall be released and discharged from any and all legal claims, losses injuries, demands, damages, actions, and /or causes of actions which arise out of and/or are in any way related to the prize(s), the receipt, use and/or enjoyment of the prize(s) and/or damages or losses related to the contest.

If a Sponsor pulls out of a contest for reasons beyond Maris Farms' control, Maris Farms is not responsible for continuing the contest and may substitute prizes to fulfill obligations.

- 4. Identification of Participants/Use of Voice and Likeness.** Contest participants and winners understand that if they enter and/or win any Maris Farms' contest (mail-in, web site or on-site) they may be called by Maris Farms' personnel and/or any participating media personnel to participate live on-the-air or taped live-on-the-air or interview with a literary publication (newspaper, magazine, etc.) for use as part of future advertising with any affiliated media. Participants further understand that permission to use their voice, likeness and/or name for purposes of promotion via radio, newspaper, magazine or online is granted by entering to win or calling-in to win any contest with Maris Farms. Each winner further grants Maris Farms and its sponsors and its affiliates full permission and authority to use his or her name, likeness and/or voice in all forms of advertising without further compensation or permission.

- 5. Telephone Contests (not applicable for Pumpkin-Omic).** If a contest is a call in to win contest and/or a telephone is needed to participate in the contest, participants are restricted to the use of ordinary telephone equipment. Participants that enable the "Caller ID" block function will not be allowed to participate unless they enter their correct area code and telephone number if prompted, or disable the features inhibiting their participation in the contest. No liability is assumed by Maris Farms for faulty, mistranscribed, misdirected/misdialed telephone communication or technical difficulties experienced by callers throughout the call-in portion of the contest including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the contest, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the contest. Poorly connected or disconnected cellular phone calls may be disqualified. Calls for contestants are taken in order of receipt. In the event that more than one voice is heard on the phone line, the contestant/qualifier or winner will be the first person to speak. If the judge(s) is not able to determine which caller was first, a random drawing will be held to determine the winner. The use of switching or programming equipment by telephone company employees is in violation of contest rules and is not permitted. Telephone contests with "cues to call" are only official when heard on-air via radio. Due to delays in audio transmission, internet streaming is not a valid contest option.

- 6. Mail/Fax/Text Contests (not applicable for Pumpkin-Omic).** Only one entry per person will be accepted unless otherwise specified in separate contest rules. Winning entry(s) will be drawn at random from all valid entries received. Maris Farms is not responsible for late, misdirected, lost or mutilated mail, entry forms or faxes (not applicable for Pumpkin-Omic). No liability is assumed for any malfunction of computer equipment, fax machine equipment or fax machine telephone lines. If entry is illegible or does not supply all information deemed necessary to declare a winner, entry will be deemed invalid and another entry will be selected.

- 7. Entry Form Contests.** Only one entry per person will be accepted unless otherwise specified in separate contest rules. Contestant must complete an official entry form and deposit it in the provided entry box or deliver official entry by specified deadline(s). Winning entry(s) will be drawn from all valid entries received. If an entry is deemed illegible or does not supply all the information necessary to declare a winner, the entry will be deemed invalid and another entry will be selected. If not done on location on specified dates above, any/all entry forms must be mailed or delivered to Maris Farms at 24713 Sumner-Buckley Hwy, Buckley, WA 98321 by 5 pm, Oct. 1, 2009 to be eligible for this contest.

8. **Website Contests (not applicable for Pumpkin-Omic).** To enter a contest on Maris Farms' website, contestants must complete all the information deemed necessary to declare a winner. No liability is assumed by Maris Farms for any malfunction of the internet or individual computer systems. Only one entry per person may be submitted. Winning entries will be randomly selected from all valid entries received. If entry does not supply all the information deemed necessary to declare a winner, entry will be deemed invalid and another entry will be selected. When entering a contest via an advertiser's web banner or logo hyperlink, Maris Farms is not responsible for prize fulfillment or any aspect of the contest.
9. **Determination of Winner(s).** Final determination of all winners will be made solely by Maris Farms. Any and all decisions made by Maris Farms' management and/or staff are final. Contest rules are available by request from Maris Farms' Management. Any participant requesting contest rules must send a self-addressed envelope to "ATTN: Maris Farms' Management: Sumner-Buckley Hwy, Buckley, WA 98321 or go on-line to the Maris Farms' web site at – [www.MarisFarms.com](http://www.MarisFarms.com) – and find the rules under that contest.
10. **Transferability/Substitution of Prize.** Prizes may not be traded or transferred. Substitutions of cash or equivalent, unless otherwise specifically stated in the contest rules are not allowed other than a substitution that may be necessary due to the unavailability of a prize. If concert, other ticketed event, gift certificate or coupon has been awarded as a prize and the concert, event, place of business, or product is postponed, rained out, cancelled or for other reasons, beyond our control, does not occur/exist, Maris Farms will not be responsible for replacing the prize. Prizes not redeemed by expiration date are no longer valid and will not be replaced by station.

In accepting a prize, the winner accepts to take the prize(s) as outlined in the contest. Dates for concert, flight departure/arrival, weekend stays, etc, cannot be changed by winner. If a changing the dates is an option, all additional expenses, change fees, etc. will be the responsibility of the winner. If winner is not able or chooses not to accept prize "as is", winner forfeits his/her prize. Maris Farms reserves the right to select another winner. Winner is responsible for all costs associated with travel to any venue or event for which a prize was awarded, unless otherwise specified.

If the prize includes a trip, winner agrees to accept all blackout dates, space availability requirements, etc. established by Maris Farms' prize partner(s), such as hotels, airlines, trains, ships, etc. Winner agrees that acceptance of any trip taken as a prize from Maris Farms does so entirely upon their own initiative, risk, and responsibility and winner and any travel companions will be required to sign a Travel Release and form. If the trip requires traveling outside of the United States, the winner, upon claiming the prize, must have a valid US passport. If the winner does not have a valid US passport upon winning the prize, the trip may be forfeited.

11. **Requirements for Claiming Prize(s).** Winner is required to complete an IRS Form W-9 and a Winner Affidavit of Eligibility and Release form before prize will be awarded. The W-9 and Winner Release will be sent to winner via mail, fax or email. Winner must bring the completed paperwork when claiming prize, or return it by fax/mail or in person before prize will be awarded. Winners must return forms within two weeks of being notified that they have won a prize. Winners can select one of two ways to receive prizes after completed paperwork is received: A) Prize will be mailed via the United States Postal Service. A parent or guardian must sign the release form if the winner is under age 18. Fisher is not responsible for prizes that are lost, stolen, misdirected, or damaged; or B) Prize may be picked up in person during regular business hours (10am to 6pm, Wednesday – Sunday) during the season at Maris Farms (24713 Sumner-Buckley Hwy, Buckley, WA 98321) by calling (888) 235-5439 to schedule an appointment for pick-up. *An appointment must be made if winner chooses to pick-up prize at Maris Farms. Prizes will not be available without an appointment.*
12. **Taxes and Expenses.** The winner (or winner's guardian) agrees to pay all expenses, taxes & fees not included in the prize. Maris Farms will report to the government any winnings totaling over \$600 (in cash or fair market value) during the calendar year. Winners will receive an IRS 1099 Tax form if any winnings are reported. Winners are responsible for payment of all taxes on prize(s).
13. **Amendments to Rules.** Maris Farms reserves the right to amend the contest dates and rules at any time. If any portion of the above rules is determined to be unenforceable due to local or state laws, all other portions of these official rules remain in effect.

14. **Postponement or Cancellation of Contest.** Due to news events of the day, or any reason beyond Maris Farms' control, Maris Farms reserves the right to post-pone or cancel a contest without notice. In such instances, the contest prize may be awarded at a future date at Maris Farms' discretion.