



## Wave<sup>®</sup> Petunias Giveaway Terms & Conditions

1. Entrants of the Wave<sup>®</sup> Petunias Giveaway must live within the continental United States or Canada.
2. Entrants must complete the Wave<sup>®</sup> Petunias Giveaway promotional entry form on [www.wavepetunias.com](http://www.wavepetunias.com) and submit their email address, phone number, and mailing information.
3. Wave is a trademark of Ball Horticultural Company (Ball). The Wave<sup>®</sup> Petunias Giveaway is conducted by Ball. All assignments, releases, commitments, obligations, rights or duties, by or to the participant are assignments, releases, commitments, obligations, rights or duties to, by or from Ball.
4. No purchase necessary to enter or win.
5. 10 Randomly selected entrants will receive one (1) box of at least ten (10) plants that may include the following varieties: Petunia Easy Wave<sup>®</sup> Lavender Sky Blue, Calibrachoa Kabloom Orange, Angelonia Serenita Rose, Dianthus Rockin' Purple, Pepper Orange Marmalade, Basil Everleaf Emerald Tower. Shipment of prize via FedEx will occur in spring 2019 according to the appropriate regional planting dates.
6. Each plant prize package totals approximately \$25.
7. Entrants for the Wave<sup>®</sup> Petunias Giveaway must be at least 18 years of age at the time of entry.
8. One entry per person, email address, or household is permitted during the contest period. Entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry.
9. Ball employees, the immediate family members, and persons living in the same household of such persons are not eligible to participate in the Wave<sup>®</sup> Petunias Giveaway.
10. The Wave<sup>®</sup> Petunias Giveaway is in no way sponsored, endorsed or administered by or associated with Facebook.
11. Entries must be submitted via the designated promotional area of the business page operated by Wave<sup>®</sup> Petunias from Monday, March 11, 2019, through Thursday, March 21, 2019. Ball is not responsible for lost, damaged, incomplete or misdirected entries, and technical glitches. All participants must agree to Contest rules and regulations to be eligible for contest.
12. All rights in entry materials, including copyright, are assigned to Ball Horticultural Company. The information provided by participants is hereby disclosed to Ball and not to Facebook.
13. Ball reserves the right to use any entry materials or descriptions, the entrants' names, photographs, likeness and/or prize information in commerce and in all media worldwide for all commercial and other purposes without limitation and without further compensation, except where prohibited. Submission of any entry is the property of Ball, and grants Ball and its agents the right to publish, use, adapt, edit, modify and create derivative works of the ideas contained in such entry and the finished product represented by the entry in any way, in commerce, for all commercial and other purposes and in any and all media worldwide, without limitation and without consideration to the entrant. Submission of

any entry further constitutes the entrant's consent to irrevocably assign and transfer to Ball Horticultural Company any and all rights, title and interest in and to the entry.

14. Winner selection will be conducted fairly by a Ball team with no discrimination toward sex, race, or age. Selection will take place on or around March 22, 2019. Winners will be notified via the valid email address they provide in the contest entry form. Notification will take place on or around March 25, 2019.
15. Selection will be randomly generated. Ball's decisions are final.
16. If a winner does not accept the prize and supply Ball with adequate shipping information within seven days of the award notification, another finalist will be selected to receive that prize.
17. All winners will be required to confirm acceptance of terms and conditions to receive award.
18. All winners are solely responsible for any local, state or federal income taxes on prizes.
19. By entering this contest and/or accepting any prize in connection herewith, entrant acknowledges that he/she has read and fully understands the Terms and Conditions of the contest and agrees to indemnify and hold harmless Facebook and Ball Horticultural Company and their subsidiaries, affiliates and employees (collectively, "Releasees") from and against any and all claims, actions, and liability for any injury, losses, liabilities, damages, costs and expenses (including without limitation, reasonable attorneys' fees), disputes, and/or disability resulting from participation in this contest and/or acceptance of any prize.
20. The contest rules and regulations override any privacy policies of Ball.
21. Ball reserves the exclusive right, exercisable at any time, without notice, to amend, add to, delete from, alter or otherwise change these Terms and Conditions. If any provision(s) of these Terms and Conditions is held by a court of competent jurisdiction to be contrary to law, then such provision(s) should construe in compliance with law and as nearly as possible in compliance with parties' intent. Contest jurisdiction resides in Illinois.
22. Failure to comply with Terms and Conditions or give true information is immediate grounds for disqualification.
23. This contest is void where prohibited by law. The entrant assumes the total responsibility of knowing if they are subject to any local, state or federal laws. Ball accepts no responsibility for making these individual legal determinations.