

**Illy Growers Sweepstakes  
Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.** The Illy Growers Sweepstakes (the "Promotion") begins at 12:00:01 AM Eastern Time ("ET") on September 11, 2017 and ends at 11:59:59 PM ET on October 15, 2017 (the "Promotion Period"). The Promotion contains a game of chance ("Sweepstakes"). The computer clock of the Sponsor (defined below) is the official time-keeping device in the Promotion.

*This promotion uses Instagram™ ("Instagram") and Twitter, Inc. ("Twitter") as means of entry. This promotion is not sponsored, endorsed, administered, associated with or certified by Instagram or Twitter. Any questions, comments or complaints regarding the Promotion must be directed to Sponsor, and not Instagram or Twitter. All Instagram or Twitter logos and trademarks displayed on this promotion are property of Instagram or Twitter.*

**1. ELIGIBILITY:** The Promotion is open only to legal residents of the 50 United States or the District of Columbia, who are at least 18 years of age or older as of date of entry. Employees, officers and directors of illy caffè North America, Inc. ("Sponsor"), Snipp Interactive, Realtime Media LLC ("Administrators") and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies, (collectively, "Promotion Parties") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. By participating, you agree to these Official Rules and to the decisions of the Sponsor, which are final and binding in all respects. Void in any state not listed above and where prohibited by law, rule or regulation.

**2. HOW TO ENTER THE PROMOTION:** There are three (3) methods of entry as detailed below:

**a) TEXT METHOD:** Text the code word "ILLY" to cellular number **811811** during the Promotion Period. Once a code word is received, participants will then receive a response text with a link to the registration form and must completely enter their true and correct information in the required fields (required fields include: Full Name, Complete Mailing Address, Email Address and Phone Number). Each eligible completed registration form received will earn one (1) Entry into the Sweepstakes ("Sweepstakes Entry"). Standard carrier charges apply. Contact your carrier for plan details and pricing. Entry via text-messaging may not be available via all wireless carriers. Text "STOP" to 811811 to opt-out.

*Carrier specific charges for text messages may apply, depending on your individual cellular pricing plan, in accordance with your cellular customer agreement. SMS may not be available for all service providers or for all handsets. Cellular phone carrier's instructions for text messaging may be different. Check your phone capabilities for specific instructions. The text message entry portion of this sweepstakes works with most U.S cellular carriers and requires a two-way text messaging enabled cellular phone. Sponsor makes no guarantee that any particular wireless service provider will participate. Check with your service provider for details. By selecting to play via text messaging, you grant permission to the Sponsor to notify them via return text message and must agree to accept all applicable charges associated therewith. Wireless service providers may charge you for each text message, including any error message that is sent and received in connection with the Promotion, based on the applicable wireless service plan. You are responsible for all applicable fees and taxes associated with placing an SMS entry. Sponsor in its sole discretion may add or delete a cellular carrier at any time, without notice. Text message entries will be deemed to have been submitted by the registered owner of the device used to enter.*

**b) ALTERNATE METHOD OF ENTRY (AMOE):** Visit a participating illy Caffé during the Promotion Period. On the card provided at the point of sale, enter your true and correct

information within the required fields, confirm that you are of the age of majority in the state in which you reside and provide your message for the grower. Mail your completed card to: Illy Caffè N America, 800 Westchester Avenue, Suite S440 Rye Brook, NY 10573. Each entry must be mailed separately in a hand-addressed, stamped envelope. No photocopied or mechanically reproduced entries will be accepted. No responsibility is assumed for lost, late, incomplete, illegible, misdirected or postage-due entries. No responsibility is assumed for (i) technical, electronic, telephone, hardware, software or network, computer or data transmission errors, malfunctions or difficulties of any kind or (ii) any incorrect data contained in any entry. All entries become the property of Sponsor and will not be returned or acknowledged. **Mail-in entries must be postmarked no later than October 15, 2017 and received by October 27, 2017 to be eligible for the drawing.**

- c) **INSTAGRAM/TWITTER:** Log in to your Instagram or Twitter account and post your thank you to Illy message with the hashtags “#THANKS4THECOFFEE” and “#SWEEPSTAKES” during the Promotion Period. You must have your Instagram or Twitter account made public. After submission is approved by the Sponsor, based on compliance with the “Photo Requirements of Entries” listed below, you will receive one (1) Sweepstakes Entry. Limit of ten (10) Sweepstakes Entries per person, per Instagram and ten (10) Sweepstakes Entries per person, per Twitter account.

By submitting an Entry via Instagram or Twitter, you represent and warrant that the work submitted is original to you and that neither it nor its contents infringes upon or violates the rights of any third party. If your Entry includes likenesses of third parties (such as, but not limited to makeup artist or subject) or contains elements not owned by you (such as, but not limited to, company logos) you must be able to provide legal releases for such use in a form satisfactory to Sponsor or your Entry will be disqualified. Entries may not defame or invade the publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person’s personal or proprietary rights.

By submitting an Entry via Instagram or Twitter, you represent and warrant that your Entry is original to you, that the Entry has not been previously published, has not won previous awards and that neither it nor its contents infringes upon or violates the rights of any third party, including any copyrights, trademarks, rights of privacy, publicity or other intellectual property. By submitting an Entry, you warrant and represent that you consent to the submission and use of the Entry via Instagram or Twitter in the Promotion and to its use as otherwise set forth herein.

**REQUIREMENTS OF ENTRIES:** Entry may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- Is sexually explicit; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- Promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- Is obscene or offensive; endorses any form of hate or hate group;
- Appears to duplicate any other submitted entries;
- Defames, misrepresents or contains disparaging remarks about other people or companies;
- Contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission;
- Contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- Contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;

- Contains any individual other than the entrant and/or any materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without providing legal releases for such use in a form satisfactory to sponsor;
- Contains look-alikes of celebrities or other public or private figures, living or dead;
- Communicates messages or images inconsistent with the positive images and/or good will to which sponsor wishes to associate; and/or
- Violates any law.

**Limit of Thirty (30) Sweepstakes Entries per person, per email address, regardless of method of entry above.**

**HOW TO EARN ADDITIONAL ENTRIES:** Participants can earn additional Sweepstakes Entries during the Promotion Period via the method below:

- a) **ILLY CAFFÈ INSTORE DROP BOX:** Visit the point of sale at select illy Caffè locations or events or the New York Film Festival during the Promotion Period and complete the entry form and place it into the available drop box. **Limit of one (1) Sweepstakes Entry per person, per email address via this method of entry.**

3. **SWEEPSTAKES DRAWING/ODDS:** On or about November 1, 2017, there will be one (1) random electronic drawing (“Prize Drawing”) conducted from among all eligible Sweepstakes Entries received during the entire Promotion Period to select one (1) Grand Prize Winner and Ten (10) Runner Up Prize Winners (defined below). Odds of winning a prize depend on the total number of eligible entries received during the Promotion Period.
4. **WINNER NOTIFICATION:** The potential prize winners will be notified by email and/or phone within three (3) business days of winner selection or as soon as reasonably practicable and will have five (5) days to respond to the winning notification before forfeiting their prize. Any winner of a prize valued at \$600 or more will be sent an Affidavit of Eligibility/Liability Release via email. All forms must be completed, signed, notarized and returned to Administrator within five (5) days of date of issuance. A potential winner becomes the “Winner” only after verification of eligibility by Sponsor. If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and an alternate winner will be selected from among all remaining entries for that drawing. Sponsor will have no obligation to pursue more than three (3) alternate winners for any prize.
5. **PRIZES/PRIZE RESTRICTIONS:** One (1) Grand Prize and ten (10) Runner Up Prizes will be awarded during the Promotion as detailed below:

**GRAND PRIZE (1):** One (1) Grand Prize will be awarded which consists of:

- One (1) trip for two (2) (winner and one (1) guest) to one (1) of the Sponsor’s growing regions as determined by Sponsor. A list of the possible destinations can be found below. Prize package includes:
  - Round-trip coach air transportation for winner and guest from a major airport, as determined by Sponsor, near the winner’s home within the continental U.S. to the destination chosen by the Sponsor at the conclusion of the Promotion.
  - One (1) double occupancy standard room for seven (7) days/six (6) nights
  - \$700 spending money awarded in the form of an AMEX Gift Card

**List of Sponsor’s Growing Regions (possible trip destinations):** Brazil, Colombia, Costa Rica, Guatemala, Ethiopia, India, Nicaragua, El Salvador, Honduras

**The Approximate Retail Value (“ARV”) of the Grand Prize is \$15,000.**

**RUNNER UP PRIZES (10):** Ten (10) Runner Up Prizes will be awarded which consists of:

- One (1) package of Sustainart 2.0 Espresso Cups

**The Approximate Retail Value (“ARV”) of each Runner Up Prize is \$155.**

**The total ARV of all Promotion Prizes is \$16,550.**

**GRAND PRIZE RESTRICTIONS:** Actual prize value depends on the location of the winner’s residence, dates of travel and the travel destination chosen by the Sponsor. **Travel must be taken between 9/11/2017 and 10/22/2018 and must be reserved Sixty (60) days in advance or prize will be forfeited and Sponsor will have no further obligation to such winner.** Any difference between stated value and actual value will not be awarded. Winner is responsible for any transportation not specifically noted in these rules. Winner and guest must travel together on the same itinerary and are responsible for obtaining all necessary travel documents prior to travel. Certain restrictions, as determined by Sponsor, may apply. Sponsor will attempt to accommodate winner’s preferred itinerary, but all specifics thereof will be at Sponsor’s discretion. If winner and guest cannot comply with these restrictions or any other portion of these Official Rules, the prize will be forfeited in its entirety and an alternate winner will be chosen. Winner and travel guest must travel from major airport closest to the winner’s residence, as determined by Sponsor, in its sole discretion. Any picture identification requirements associated with air travel are the winner and travel guest’s responsibility. Travel arrangements must be made through Sponsor’s agent, on a carrier of Sponsor’s choice and trip must be taken on a date of the Sponsor’s choosing. If winner and guest cannot travel on the dates specified by Sponsor, the prize will be forfeited in its entirety and the prize may be awarded to an alternate winner selected in a random drawing from among all remaining eligible entries. Flight details are subject to availability and airline carrier’s regulations and conditions apply. The trip may not be combined with any other offer and travel may not qualify for frequent flyer miles. Promotion Entities are not responsible for lost or mutilated tickets and none will be replaced. Airline tickets are non-refundable, non-transferable, and are not valid for upgrades. The hotel accommodations and airline tickets will be determined at the sole discretion of Sponsor. If any portion of the prize is not available for any reason then the Sponsor reserves the right to substitute that portion of the prize with another prize of comparable or greater value. Guest must be of legal age of majority in his/her jurisdiction of residence (and at least 18), unless the child or legal ward of winner, and must complete and return a publicity and liability release within five (5) days of date of issuance. If guest is the child or legal ward of the winner, winner must execute and return all required documents on behalf of such child or legal ward. All federal, state and local taxes and any other costs and expenses associated with prize acceptance and use not listed herein as part of the prize including, without limitation, ground transportation (other than that specified above as included in prize), luggage fees, souvenirs, miscellaneous hotel expenses, and gratuities are the sole responsibility of winner.

**PRIZE RESTRICTIONS: Limit of one (1) prize per person/per household.** Prizes will be fulfilled approximately four (4) to six (6) weeks after the Promotion has ended. Prizes will be awarded only upon winner redemption, confirmation, verification and final approval by Sponsor. No substitution, transfer of any prize or cash alternative permitted, except by Sponsor who reserves the right, in its sole discretion, to substitute a prize of equal or greater value, if prize, or portion of prize, becomes unavailable. Promotion Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes.

PRIZES ARE AWARDED “AS IS” WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE PROMOTION PARTIES. ALL PRIZE DETAILS ARE AT SPONSOR’S SOLE DISCRETION. ANY TAXES, COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE WINNERS’ SOLE RESPONSIBILITY.

- 6. GENERAL:** Each winner hereby expressly grants to the Promotion Parties and their respective designees all rights to use and publish his/her name, likeness (photographic or simulated), voice, and province of residence for all purposes, including without limitation, advertising, marketing, promotional and publicity purposes in connection with this Promotion (“Advertising”), in any and all media now or hereafter devised, worldwide in perpetuity, without any form of notice or any amount or kind of compensation or permission, except where prohibited by applicable law. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient’s name, likeness or voice under contract, tort or any other theory of law. The Promotion Parties do not assume any responsibility for any disruption in the Promotion Parties, including but not limited to the failure or interruption of any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Promotion materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In no event will more prizes be awarded than those listed in Rule #5. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Sponsor and may be changed from time to time without notice. The Sponsor reserves the right to cancel or modify the Promotion at any time without notice due to events beyond Sponsor’s reasonable control, in which case the Sponsor will use commercially reasonable efforts to award all prizes in an alternate manner. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning Entry. If, in Sponsor’s sole determination, a dispute cannot be resolved, the Entry will be deemed ineligible. Entries generated by a script, macro or other automated means will be disqualified. Entries that are incomplete, garbled, or corrupted are void and will not be accepted.

**CONDUCT:** By participating in this Promotion, you agree to be bound by these Official Rules and the decisions of Sponsor, which shall be final, binding and non-appealable in all respects. Failure to comply with these Official Rules may result in disqualification. The Promotion Parties reserve the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Promotion, or to be acting in any manner deemed by the Promotion Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Promotion Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Entries and/or registrations. **CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS’ FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

- 7. TEXT MESSAGING (SMS) TERMS AND RESTRICTIONS:** Standard message and data rates may apply. By texting “**ILLY**” to 811811, you consent to receive up to ten (10) promotional text messages (pertaining only to this Program) via an automatic telephone dialing system to the number you provided from Snipp on behalf of Sponsor. Your consent to the above is not required to make a purchase. You may text HELP to 811811 at any time for help, or text STOP to opt-out. **Carrier specific charges for text messages may apply, including error messages, depending on your individual cellular pricing plan, in accordance with your cellular customer agreement.** SMS may not be available for all service providers or for all handsets. Cellular phone carrier’s instructions for text messaging may be different. Check your phone capabilities and service provider for specific instructions. Sponsor makes no guarantee that any particular wireless service provider will be compatible with this Program. Participant is responsible for all applicable fees and taxes associated with Program participation. Sponsor, in its sole discretion, may add or delete a cellular carrier at any time, without notice.

- 8. OWNERSHIP OF USER GENERATED CONTENT ENTRIES:** By using the “#THANKS4THECOFFEE” AND “#SWEEPSTAKES” hashtag to submit an Entry, you agree to be bound by these Official Rules and grant Sponsor a non-exclusive, fully paid-up and royalty-free, worldwide license to use, modify, delete from, add to, publicly perform, publicly display, reproduce and translate your Entry, including without limitation the right to distribute all or part of your Entry in any media formats through any media channels. By submitting an Entry, you consent to the use, by Sponsor, its affiliates, subsidiaries, parents, and licensees, of your name, likeness, and image, in connection with the Event and Sponsor’s related marketing activities, in any media or format now known or hereafter invented, in any and all locations, without any payment to or further approval from you. You agree that this consent is perpetual and cannot be revoked. For uses beyond the consent that you grant above, you agree that Sponsor’s use of your personal data will be governed by the Privacy Policy posted on the Sponsor website.
- 9. LIMITATIONS OF LIABILITY:** To the fullest extent permitted by law, the Promotion Parties assume no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Entries, URLs, or emails; (b) any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Entries or registrations at any point in the operation of this Promotion; (d) 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, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Promotion; (e) inaccessibility or unavailability of the Internet or the Website or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Entries, social networking posts, or registrations, the announcement of the prizes, or in any other Promotion-related materials; or (f) any injury or damage to participants or to any other person’s computer which may be related to or resulting from any attempt to participate in the Promotion. If, for any reason, the Promotion (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, 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 Promotion, then the Promotion Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. If terminated, the Promotion Parties will award the prizes from among all non-suspect, eligible Entries received for the Promotion up to the time of such action.
- 10. RELEASES:** To the fullest extent permitted by law, all participants, as a condition of participation in this Promotion, agree to release, hold harmless illy caffè North America, Inc., Snipp Interactive, Realtime Media, LLC and their respective parent, subsidiaries, affiliates, retailers, and advertising and promotion agencies, and all of their respective officers, directors, shareholders, employees and agents (collectively, “Released Parties”) from and against any and all liability, claims, damages, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with (i) participation in any aspect of the Promotion, (ii) the receipt, ownership or use of the prize awarded, including any travel associated with any prize, (iii) participant’s registration material on any related website, or (iv) any typographical or other error in these Official Rules.
- 11. CHOICE OF LAW AND JURISDICTION:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and administrator in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of New York. Any action seeking legal or

equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the State of New York. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.

- 12. PRIVACY:** Except as noted in these Official Rules, information collected for this Promotion is used only for the purpose of Promotion administration and winner notification and will not be re-used, sold or shared in any manner by the Promotion Parties or any third parties unless you have elected to receive additional information or promotional material from the Sponsor, or a third party. By participating in the Promotion, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <http://www.illy.com/wps/wcm/connect/en/privacy/web/contact-illy-consumers>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.
- 13. TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner. A 1099 tax form (preceded by a W9 Form) will be issued to the winners of prizes that exceed \$600.
- 14. WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed, stamped envelope for receipt by October 31, 2017 to: Illy Growers Sweepstakes Winners List Request, c/o Realtime Media, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428.

**SPONSOR:** illy caffè North America, Inc., 800 Westchester Avenue - Suite S440, Rye Brook, NY 10573

**ADMINISTRATORS:** Snipp Interactive Inc., 1605 Connecticut Ave NW, Washington, DC 20009  
Realtime Media LLC, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428