

MAGNOLIA

A WEEKEND IN WACO: SILOBRATION EXPERIENCE OFFICIAL RULES

NO PURCHASE OR CONTRIBUTION NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR CONTRIBUTION WILL NOT IMPROVE YOUR CHANCES OF WINNING.

1. **SPONSOR:** Magnolia Market, LLC, 601 Webster Avenue, Waco, Texas 76706 (the "Sponsor"), is solely responsible for all aspects of the A Weekend in Waco: Silobration Experience (the "Sweepstakes").
2. **ELIGIBILITY:** The Sweepstakes is open only to legal residents of the United States, including the District of Columbia who are at least twenty-one (21) years of age or older at time of entry. Employees of Sponsor, its subsidiary, affiliated or successor companies, nor members of their households or immediate families are eligible to enter or win.
3. **HOW TO ENTER:** There is no purchase or contribution of any kind necessary to enter or win. A purchase or contribution does not increase your chances of winning. There are two (2) methods of entry. **Method #1:** To enter online and make a contribution ("Online Entry"), visit <https://chipstarter.com/weekend-in-waco> and follow all online entry instructions to enter the Sweepstakes, including indicating how many sweepstakes entries you wish to submit. Online entries must be received between 9:00 AM Central Time ("CT") on 10/1/2018 and 11:59 PM CT on 10/5/2018. Online Entries are subject to the Sponsor's Privacy Policy, which is available at <https://help.magnolia.com/hc/en-us/articles/204592859-Privacy-Policy>. Online entries are deemed to be made by authorized account holder of the e-mail address submitted at time of entry. **Method #2:** To enter without making a contribution visit <https://chipstarter.com/weekend-in-waco> and follow all entry instructions including printing sweepstakes entries, hand-printing all information requested on the sweepstakes ticket(s), completely separating them and enclosing in an envelope and mailing via First Class U.S. Mail to: Magnolia, Silobration Sweepstakes, 208 Hewitt Drive, Suite 103-324, Waco, Texas 76712. Printed sweepstakes entries that are not completely separated from each other WILL NOT BE ELIGIBLE. Entries must be postmarked by 10/5/2018 and received by 10/10/2018.

REGARDLESS OF ENTRY METHOD THERE IS A LIMIT OF TEN [10] SWEEPSTAKES ENTRIES SUBMITTED PER DAY. Any attempt to exceed this daily limit may automatically disqualify all entries from that entrant. All entries become Sponsor's property and will not be returned and may not be acknowledged. Odds of winning depend on the total number of eligible entries received during the entry period.

4. **ENTRY PERIOD:** The Sweepstakes entry period begins at 9:00:00 a.m. CT on October 1, 2018 and ends at 11:59:59 p.m. CT on October 5, 2018.
5. **LIMITATIONS:** Entries by any method other than set forth above in Section 3 are void. Any use of automated or programmed methods of effecting entry is prohibited. No mechanical reproductions of entries will be accepted. The Sweepstakes is subject to all applicable federal, state, local and municipal laws and regulations, and is void where prohibited by law. Entry materials/data that have been tampered with or altered will be disqualified. Sponsor is not responsible for late, lost, stolen, damaged, garbled, incomplete, illegible, misdirected or postage due mail/entries. Sponsor will not assume responsibility for any third party's failure to act in accordance with its instructions pertaining to Sweepstakes implementation.
6. **DISQUALIFICATION.** Without limitation, an entrant may be disqualified, at Sponsor's sole discretion, if (a) entrant has a pending arrest or a conviction for a felony or misdemeanor involving moral turpitude, (b) entrant is subject to a restraining order; or (c) entrant violates or fails to comply with these Official Rules.

7. **PRIZE:** One (1) grand prize winner (the “Prize Winner”) and one (1) guest will receive round-trip airfare and ground transportation to Waco, Texas, a two (2) night stay at a hotel of Sponsor’s choosing, two (2) tickets to the Friday, October 19, 2018 Magnolia Silobration event, and breakfast for two (2) at Magnolia Table. The Prize Winner will also receive a \$1,000 gift card to Magnolia Market and a \$500 Visa gift card. Approximate retail value (“ARV”) of the prize is \$4,000. Actual value may vary based on airfare fluctuations and distance between departure and destination. The Prize Winner will not receive difference between actual and ARV. The Prize is non-transferable and non-refundable. The Prize may not be redeemed for cash value except at the Sponsor’s option. The Sponsor reserves the right to substitute the Prize (or portion thereof) of equal or greater value if the advertised Prize (or portion thereof) becomes unavailable, but otherwise no substitutions shall be given. The mention of the prize components or any other product or service in any advertisement or text does not mean the products or services have been tested, endorsed or approved by Sponsor. If for any reason whatsoever, a winner is not able to accept the prize due to reasons such as, but not limited to physical impairment, mental disability, etc., he/she will receive an alternate prize at Sponsor's discretion. Prize Winner acknowledges the Released Parties (as defined herein) do not make, nor are in any manner responsible for any warranty or representations of any kind, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize.

Selection of airline, airport, rental car and hotel shall be at the discretion of Sponsor. Prize Winner and his/her guest must have valid travel documents to fly, drive a rental car, and to check in to a hotel (e.g., government issued I.D., passport, major credit card, etc.) along with any other travel requirements in order to travel prior to departure, and failure to do so may result in forfeiture of the Prize. Prize Winner and his/her guest are solely responsible for satisfying all legally required conditions of travel. Accommodation and transportation are all subject to availability. Sponsor is not responsible for (or liable for any expenses incurred as a consequence of) any delay, postponement, or cancellation that prevent the Prize Winner and his/her guest, if applicable, from traveling or that may result in any missed portion of the Prize. By accepting a Prize, each Prize Winner agrees to abide by any terms, conditions and restrictions required by the suppliers of the Prize elements.

The Prize Winner and his/her guest must be available to arrive in Waco, Texas on October 19, 2018 and depart Waco, Texas on October 21, 2018. The Prize Winner and his/her guest must travel on the same itinerary and on the same dates. Guests must be at least 18 years old, unless the Prize Winner is the parent or legal guardian of the Guest. Transportation shall be comprised of either round-trip airfare either directly to Waco, Texas, or to Dallas, Texas or Austin, Texas (in Sponsor’s sole discretion) and round-trip rental car (including fuel) from the destination airport to Waco, Texas. Air transportation shall be by coach (economy) class round-trip from a major gateway in the United States, and all such travel arrangements will be made by a designated representative of Sponsor whose decisions regarding the itinerary are final and binding. If air transportation is to a city other than Waco, Texas, then the rental car will be either an economy or compact car, at Sponsor’s discretion, and all such arrangements for the rental car will be made by a designated representative of Sponsor whose decisions regarding the itinerary are final and binding. Use of the rental car is subject to the rental car company’s standard terms and conditions.

Stay at the hotel is subject to the hotel’s standard terms and policies. Selection of the Hotel shall be at the discretion of the Sponsor. By accepting the Prize, the Prize Winner agrees that Prize Winner and his/her guest shall not do anything, either when staying at the hotel or otherwise in connection with the Sweepstakes, that might bring into disrepute, scandal or ridicule, or reflect unfavorably on the Sponsor.

All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, meals (excluding the Magnolia Table prize element), incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facilities charges, personal charges at lodging, security fees, taxes, insurance or other expenses are the sole responsibility of the Prize Winner. The Sponsor will not replace any lost, mutilated, undeliverable, returned, refused or stolen tickets or passes. The Prize Winner is responsible for any and all applicable local, state, and/or federal taxes.

8. **WINNER SELECTION & NOTIFICATION:** On or about October 12, 2018, one potential winner will be selected in a random drawing, from all eligible entries received. The potential winner will be notified, personally, by email and, generally, through the Sponsor’s Instagram account available here:

<https://www.instagram.com/magnolia/>. At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate winner may result from any of the following: [a] potential winner's failure to respond to notification within twenty-four (24) hours after transmission of email notification; [b] the return of an email notification as undeliverable after three (3) attempts; [c] the return of any other notice or prize confirmation notification as undeliverable; [d] potential winner's failure to submit required documents within the allocated time needed to verify his/her eligibility and/or provide Sponsor with satisfactory proof of age, identity and residency; [e] potential winner's failure to claim a prize; and [f] any other non-compliance with these Official Rules. In the event of prize forfeiture, the Sponsor may, in its sole discretion, award or not award the forfeited prize to an alternate winner. If the Sponsor elects to award the applicable prize to an alternate winner, such alternative winner will be selected by a random drawing from among all remaining eligible entries received throughout the entry period. Only one (1) alternate winner drawing will be held, after which any remaining prizes will remain un-awarded. Potential winners are subject to verification by Sponsor, whose decisions are final and binding in all matters related to the Sweepstakes. Sponsor's decisions are final and binding on all matters related to the Sweepstakes.

As a prerequisite for receiving the Prize, the potential winner must be willing and able to travel by air and rental car, and will be required to sign and return the following documents to the Sponsor within Forty-Eight (48) hours of notification: [a] an Affidavit of Eligibility and Liability and Publicity Release (among other things, grants to the Sponsor the right to use the name and image of the potential winner and its guests for advertising and promotion purposes, except where prohibited); and [b] a form W9, Taxpayer Request for Identification (which requires furnishing his/her Social Security number to Sponsor for tax reporting purposes). An IRS form 1099 will be filed in the name of the winner for the retail value of the prize. Prize Winner is solely responsible for all taxes on prize and other expenses not specifically set forth herein, including but not limited to any costs associated with claiming and/or using the prize.

9. **GENERAL:** By entering the Sweepstakes, entrant [a] affirms that they have read and understand these Official Rules, [b] agree to be bound by these Official Rules, and [c] agree to be bound by the decisions of Sponsor, which are final and binding in all matters relating to the Sweepstakes. Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name and likeness for purposes of advertising, promotion and publicity without additional compensation. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of any prize or for any suspension of the Sweepstakes or inability to implement the Sweepstakes or award the prize as contemplated herein due to any event beyond its control, including delays or interruptions caused by acts of God, acts of war, natural disasters, weather, utility outages, acts of terrorism, or any federal, state, or local government law, order, or regulation, order of any court or regulator.

The Sponsor reserves the right to extend, modify, suspend or cancel the Sweepstakes for any reason in its sole discretion, including without limitation, if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity of the Sweepstakes, as determined by Sponsor in its sole discretion. If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect entries and [a] modify the Sweepstakes or suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or [b] award the prizes at random from among all non-suspect entries received prior to cancellation up to the time of the impairment. The Sponsor is not responsible for error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of, or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. Sponsor is also not responsible for any injury or damage to an entrant's or any other person's computer related to or resulting from playing or downloading any materials in the Sweepstakes.

ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR

CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE. **CAUTION:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AND CRIMINAL PROSECUTION AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

10. **RELEASE:** BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE TO THESE OFFICIAL RULES AND FURTHER AGREE THAT SPONSOR, SPONSOR'S AFFILIATES, AND FACEBOOK, INSTAGRAM, AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS; AND EACH OF ALL OF THE FOREGOINGS' RESPECTIVE OFFICERS, DIRECTORS, OWNERS, SHAREHOLDERS, MEMBERS, MANAGERS, PARTNERS, PRINCIPALS, EMPLOYEES, AGENTS AND REPRESENTATIVES (COLLECTIVELY "RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM AWARDING, ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS SWEEPSTAKES OR IN ANY PRIZE RELATED ACTIVITY OR IN ANY PROMOTION RELATED ACTIVITY (IN EACH CASE, INCLUDING BUT NOT LIMITED TO TRAVEL), OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM. Sponsor is not responsible if Sweepstakes cannot take place or if prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Prize Winner assumes all liability for any injury or damage caused or claimed to be caused, by participation in this Sweepstakes or use or redemption of prize.
11. **PUBLICITY:** EXCEPT WHERE PROHIBITED BY LAW, PRIZE WINNER GRANTS TO SPONSOR, AND THOSE ACTING PURSUANT TO ITS AUTHORITY, THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, PRIZE WINNER'S NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, ENTRY, AND BIOGRAPHICAL INFORMATION FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME THROUGH SOCIAL MEDIA) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION. ENTRANTS AGREE THAT SPONSOR SHALL OWN THE ENTRIES, WHICH WILL NOT BE RETURNED, AND THAT SPONSOR AND ITS DESIGNEES SHALL HAVE THE PERPETUAL, WORLDWIDE RIGHT TO EDIT, PUBLISH, AND USE THE ENTRIES IN ANY WAY AND IN ANY MEDIA FOR TRADE, ADVERTISING, PROMOTIONAL, AND/OR OTHER PURPOSES AS SPONSOR AND/OR THEIR DESIGNEES MAY DETERMINE WITHOUT FURTHER CONSIDERATION TO ENTRANTS OR ANY THIRD PARTY.
12. **DISPUTES:** 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 Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction) which would cause the application of the laws of any jurisdiction other than the State of Texas. Entrant agrees that [a] any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association in an arbitration to be held at the AAA regional office nearest the Sponsor where the Federal Arbitration Act shall govern the interpretation,

enforcement and all proceedings at such arbitration; [b] a judgment upon any such arbitration award may be entered in any court having jurisdiction; [c] to the degree any dispute, claim or cause of action arising out of or connected with this Sweepstakes or any prize awarded is not subject to arbitration, then it shall be adjudicated exclusively by the Federal or state courts located in Waco, Texas; [d] any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and [f] under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, and any and all rights to have damages multiplied or otherwise increased, other than for actual out-of-pocket expenses.

13. **DISCLAIMER:** THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK OR INSTAGRAM OR OTHER SOCIAL MEDIA OUTLET. By entering this Sweepstakes, you understand you are providing your information to Sponsor and not to the aforementioned entities. Any questions, comments or complaints regarding this Sweepstakes will be directed to the Sponsor.
14. **WINNER'S LIST:** For Prize Winner's name (available after 10/12/2018), visit <https://chipstarter.com/weekend-in-waco> and Sponsor's Instagram account available here: <https://www.instagram.com/magnolia/>.
15. **PRIVACY POLICY/DATA COLLECTION:** Information provided by you for this Sweepstakes is subject to Sponsor's privacy policy located at: <https://support.magnoliamarket.com/hc/en-us/articles/204592859-Privacy-Policy>.
16. **NOTICE TO ONLINE ENTRANTS:** In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the "Authorized Account Holder" of the email address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address.