### **Incentive Prize Rules**

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

### 1. Eligibility

OrganiCann's Annual Patronage to High Art Design Contest (the Contest) is open to all persons at least eighteen (18) years old at the time of entry. Employees of OrganiCann and other companies associated with the promotion of the Contest, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Contest is subject to federal, state, and local laws and regulations.

# 2. Sponsor

The Contest is sponsored by OrganiCann, located at 301 East Todd Road, Santa Rosa, California 95407.

## 3. Agreement to Official Rules

Participation in the Contest constitutes entrants full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

### 4. Contest Period

The Contest begins on February 11 at 12am Pacific and ends on March 9th, 2014 at 12am Pacific (the Contest Period). Entries that are submitted before or after the Contest Period will be disqualified. Submissions will be accepted for the duration of the Contest using any of the following methods: Online Contest.

#### 5. How to Enter

Online: This method of entry will be available by visiting one of two entry websites (<a href="www.OrganiCann.com/Juxtapoz">www.Juxtapoz.com/OrganiCann</a>) and following the directions provided to fill out the entry information, and submit.

Limit five (5) entries per artist for the duration of the Contest Period, regardless of method of entry. Entries received from any person in excess of the stated limitation will be void. All entries become the property of Sponsor and will not be acknowledged or returned.

- In order to qualify, all entries must adhere to the following design requirements:
  - Design must adhere to the size specifications detailed on the contest entry page
  - Three (3) different designs should be submitted for each of three different brand packages
    - Royal Humboldt
    - Mendocann
    - Kronic Kush
  - All three designs should be linked by a central artistic theme at the discretion of the artist.
  - All three designs must include the "Natural Cannabis" logo as detailed on the
    contest entry page. The size and location of the logo is at the artist's discretion.
    The color scheme for the logo may not be altered though the logo may be
    linescreened into the design.

## 6. Prize Drawing

On or about March 17, 2014, the Sponsor will select a grand prize winner and runner up winner based on the preferred art design submitted, at the sole discretion of the sponsor. The Sponsor will attempt to notify the potential winner via telephone or email on or about March 17, 2014. If the potential winner cannot be contacted within five (5) days after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place at sponsor's sole discretion.

### 7. Winner Notification

The potential winners will be notified by email or phone. Each potential Grand and First Runner-up Prize winner will be required to complete, electronically sign and submit a Declaration of Compliance within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, or fails to submit the Declaration of Compliance within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits prize. If the potential winner is at least 18 but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to choose an alternate winner. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner from among all remaining eligible entries. Only three (3) alternate winners will be chosen, after which the prize will remain un-awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Contest.

#### 8. Prizes

Grand Prize: \$5,000 cash

First Runner-up Prize: \$2,500 cash

Second Runner- up Prize: \$1,000 cash

#### 9. General Conditions

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Contest and, in the event of termination, award the prize at the Sponsor's discretion from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorneys fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

## 10. Release and Limitations of Liability

By participating in the Contest, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d)application downloads, (e) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the cancellation or postponement of the event if applicable, the incorrect downloading of the application, or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Contest or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Contest, and in no event shall the entrant be entitled to receive attorneys fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

Entrant agrees and understands that all winning entries become the property of the sponsor. Sponsor may use the entry for commercial and non-commercial purposes without limitation and without any compensation other than the prize owed to the entrant.

# 11. Disputes

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in California. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of California, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than California.

# 12. Privacy

Information collected from entrants is subject to sponsors privacy policy.

### 13. Winner List

To request the name of the winner send an email to <u>marketing@organicann.com</u>. Winner list requests will only be accepted after the promotion end date (listed above).