The Happiness Challenge Sweepstakes

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. INTERNET ACCESS IS REQUIRED FOR ENTRY. SUBJECT TO ALL FEDERAL, STATE, MUNICIPAL, AND LOCAL LAWS, REGULATIONS, AND ORDINANCES.

The Happiness Challenge Sweepstakes (the "Sweepstakes") is sponsored by the Can Manufacturers Institute ("Sponsor"), 1730 Rhode Island Ave, NW Suite 1000, Washington, DC 20036, and administered by Hunter Partners, LLC ("Administrator"), 41 Madison Avenue, New York, NY 10010. Entrants must submit a response in accordance with these official Sweepstakes rules ("Official Rules").

ELIGIBILITY: Open only to legal residents of the fifty (50) United States and the District of Columbia who are at least 21 years old at the time of entry or, if the age of majority in their jurisdiction of residence is over 21, the age of majority in their jurisdiction of residence. Employees, officers and directors of Sponsor, its parent company, affiliates, subsidiaries, and advertising and promotion agencies involved in this Sweepstakes, and their immediate family members (parent, child, spouse, sibling and their respective spouses, regardless of where they reside) and/or those living in the same household of each, whether or not related, are not eligible to enter or win the Sweepstakes. Void in Puerto Rico and where prohibited by law. All applicable federal, state and local laws apply. Winning prize is contingent upon fulfilling all requirements set forth herein.

START/END DATES: Sweepstakes begins at 9:00:00 a.m. Eastern Daylight Time ("EDT") on Monday, October 14, 2019, and ends at 11:59:59 p.m. EDT on Saturday, November 2, 2019 (the "Entry Period").

HOW TO ENTER: Entry does not require a payment or a purchase of any kind. By submitting your information, you agree to the terms of use, as applicable. If you do not agree to such terms of use, you cannot participate in this Sweepstakes. If entrant is using their mobile device to enter, charges, including message and data rates, may apply. Entrants should consult their wireless service provider regarding its pricing plans.

To enter the Sweepstakes, during the Entry Period, visit The Happiness Challenge microsite at www.cansgetyoucooking.com/happinesschallenge, and complete the survey that meets the requirements set out below ("Submission Requirements"). By submitting a response, you will receive one (1) entry ("Entry") into the Sweepstakes. Limit of one Entry per user during the Entry Period.

By entering the Sweepstakes, each entrant grants Sponsor a non-exclusive, royalty-free, irrevocable right to reproduce, copy, publish, display, distribute, perform, translate, adapt, modify, feature and otherwise use the entrant’s response and Entry, without restriction and
without compensation, notification, or additional consent from entrant or any third party. Entrant warrants that they have the sole and exclusive right to grant such rights to Sponsor, and that the Sponsor's reproduction, publishing, displaying, and/or other use of the response will not infringe on any rights of third parties, including, but not limited to, copyright, trademark, privacy, or publicity rights, or create claims for breach of contract, anywhere in the world. Entrant agrees that Sponsor shall have no obligation to copy, publish, display, or otherwise exploit the entrant’s response.

SUBMISSION REQUIREMENTS: The Entrant must complete and submit The Happiness Challenge survey in its entirety at https://www.surveymonkey.com/r/HappinessChallengeConsumerSurvey. By submitting the survey, Entrants indicate that they have completed at least one (1) day of the Happiness Challenge and certify that all information provided is truthful and factual to the best of the Entrant’s ability. The Entry MUST comply with the applicable community guidelines and terms of use. Entrant acknowledges that entrant will not receive any compensation of any kind for their Entry. Entries generated by script, macro or other automated means are void, as are Entries that are illegible, garbled, incomplete, or that contain errors. Normal time, toll, connection and usage rates, if any, charged by your Internet service provider will apply. Sponsor reserves the right in its sole and unfettered discretion to disqualify any Entry that they believe is inappropriate or not suitable for publication, that does not comply with these Official Rules, or that is not consistent with the spirit or theme of the Sweepstakes. By entering the Sweepstakes, each entrant grants Sponsor a non-exclusive, royalty-free, irrevocable right to reproduce, copy, publish, display, distribute, perform, translate, adapt, modify, feature and otherwise use the entrant's Entry without restriction and without compensation, notification, or additional consent from entrant or any third party. Entrant warrants that they have the sole and exclusive right to grant such rights to Sponsor, and that the Sponsor's reproduction, publishing, displaying, and/or other use of the Entry (in whole or in part) will not infringe on any rights of third parties, including, but not limited to, copyright, trademark, privacy, or publicity rights, or create claims for breach of contract, anywhere in the world. Entrant agrees that Sponsor shall have no obligation to copy, publish, display, or otherwise exploit their Entry.

Bulk, automated and/or third-party entries are prohibited and will be disqualified. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than the stated number of entries by using multiple and/or different identities, registrations, email addresses, logins, or any other methods will void that participant’s entries, and that participant may be disqualified at Sponsor’s discretion. In the event of a dispute as to any Entry, the authorized account holder of the email address associated with the survey submission will be deemed to be the entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder to the Sponsor or forfeit the prize. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor’s sole and absolute
discretion. All potential winners are subject to verification before any prize will be awarded. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply.

**WINNER SELECTION:** The winners will be selected by random drawing to be conducted by Sponsor after the close of the Entry Period on November 2, 2019 from among all eligible Entries received. Except for purposes of confirming that the content of the Entry is in compliance with these Official Rules (in order for Sponsor to determine eligibility), the nature/quality of the Entry will not be taken into account in the winner’s selection process. Proof of transmission is not proof of receipt. Sponsor’s computer is the official time-keeping device for the Sweepstakes. All decisions of the Sponsor are final and binding with respect to all matters related to the Sweepstakes.

**VERIFICATION OF POTENTIAL WINNERS:** ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT’S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

**WINNER NOTIFICATION/VALIDATION:** The potential winners will be notified by email by approximately 5:00 p.m. EDT on November 8, 2019. IT IS THE ENTRANT’S SOLE RESPONSIBILITY TO CONFIGURE THEIR SETTINGS SO AS TO ACCEPT EMAIL MESSAGES FROM SPONSOR. The potential winners must respond to winner notification email message within indicated time period and may be required to execute and return an Affidavit of Eligibility/Release of Liability/Publicity form (where legal) within seven (7) days of date of attempted notification. All winners are required to submit a W-9 when responding to winner notification email message to comply with prize fulfillment. Noncompliance within this time period, or with these Official Rules, or the return of any prize/prize notification may result in disqualification and, at Sponsor’s discretion, an alternate potential winner will be selected. If a winner is later determined to be ineligible, they will be required to return the prize.

**PRIZES AND ODDS:** Seven (7) randomly selected winner will receive $1,000.00 USD to use towards groceries. Odds of winning depend on the total number of eligible Entries received.

No transfer or substitution will be awarded, except Sponsor reserves the right to substitute a prize (or portion thereof) of comparable or greater value, at its sole discretion, if any advertised item becomes unavailable. All prize details are at the sole discretion of the Sponsor. If a winner cannot accept the prize as stated, prize will be forfeited and at Sponsor’s discretion, an alternate winner may be selected. The winner is solely responsible for any and all federal, state, and local taxes or any other expenses in connection with the acceptance, receipt and/or use of any prize awarded.

**GENERAL RULES:** Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Acceptance of prize constitutes permission for the Sponsor and its
designees to use winners’ names, cities, states, likenesses, voices, biographical information, Comments and other statements for purposes of advertising, promotion and publicity in any and all media, now or hereafter known, throughout the world in perpetuity without additional compensation, notification or permission, except to the extent prohibited by law. By participating, entrant (i) agrees to release and hold Sponsor, Administrator, their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, and each of their respective directors, officers, employees and assigns, (collectively, the "Released Parties"), harmless against any and all claims and liability arising in whole or in part, directly or indirectly, out of participation in the Sweepstakes or misuse, nonuse or use of prize; (ii) waives all rights to claim punitive, incidental and consequential damages, attorneys' fees or any damages other than actual out-of-pocket costs incurred to enter; and (iii) agrees to be bound by these Official Rules. Released Parties are not responsible for incomplete, lost, late, damaged, inaccessible, corrupted, inaccurate, illegible, misdirected, garbled, delayed or undelivered Entries; or for technical hardware or software malfunctions or failures of any kind, lost, unavailable network connections, or failed, incomplete, garbled or delayed computer transmission, which may limit an individual's ability to participate. Sponsor reserves the right in its sole discretion, to cancel, suspend or modify the Sweepstakes, or to disqualify any implicated entrant(s), (and their Entries) if any fraud, virus, actions by entrants, technical or other error or problem, or any other occurrence corrupts or affects the administration, integrity, security, or proper play of the Sweepstakes, as determined by Sponsor in its sole discretion. In the event of cancellation, Sponsor reserves the right, at its sole discretion, to award the prize in a random drawing from among all eligible, non-suspect Entries received up to the time of the event or action warranting such cancellation or otherwise in a manner determined by Sponsor in its sole discretion to be fair, appropriate and consistent with these Official Rules. In the event this Sweepstakes is cancelled prior to the stated end date, a notice will be posted on The Happiness Challenge microsite. CAUTION: Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek damages from any such entrant to the fullest extent permitted by law, including criminal prosecution. Released Parties are not responsible for any technical, mechanical, printing, typographical, human or other error relating to or in connection with the Sweepstakes, including, without limitation, errors which may occur in the administration of the Sweepstakes, the processing of Entries, the announcement of the prize or in any Sweepstakes-related materials; or for any liability for damage to any computer system or mobile device resulting from participating in, or accessing or downloading information in connection with this Sweepstakes.

NO WARRANTIES: Sponsor makes no warranties regarding the prize furnished as part of this Sweepstakes. Without limiting the foregoing, everything regarding this Sweepstakes, including the website and all prizes, are provided “as is” without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages or exclusion of implied warranties, so some of the above limitations or exclusions may not apply. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

PRIVACY: Any information submitted to Sponsor, including all Entries, will be governed by the terms of Can Manufacturers Institute’s Terms of Use and Privacy Notice.

GOVERNING LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of any entrant, Sponsor, and/or any of the Released Parties shall be governed by and construed in accordance with the laws of the District of Columbia without giving effect to any choice of law or conflict of law rules or provisions which would cause the application of the laws of any jurisdiction other than the District of Columbia. All actions, proceedings, or litigation relating hereto will be instituted and prosecuted solely within the District of Columbia. The parties consent to the jurisdiction of the state and federal courts of the District of Columbia with respect to any action, dispute, or other matter pertaining to or arising out of this Sweepstakes.

NO IMPLIED ENDORSEMENT: The names of individuals, groups, companies, products and services mentioned herein, and any corresponding likenesses, logos and images thereof reproduced herein, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any individual, group or company or the inclusion of a product or service as the prize, does not imply any association with or endorsement by such individual, group or company or the manufacturer or distributor of such product or service and, except as otherwise indicated, no association or endorsement is intended or should be inferred. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram or Instagram.

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