

GROWING YOUNG MINDS

As a family-farmer owned company that is proud grow and nurture grapes, Welch's values the importance of healthy eating. Now, in our second year partnership with Scholastic and the National Gardening Association, Welch's will support school garden programs through **Welch's Harvest Grants**.

Gardens provide a dynamic and safe environment to promote inquiry-based learning through hands-on experiences. Growing a garden also helps promote physical activity, motivates kids to eat and love fruits and vegetables, and builds teamwork, leadership skills, and self-confidence.

Winning schools will receive a customized indoor or outdoor garden package filled with a variety of tools, seeds, educational materials, and more. Entries will be judged by experts and the National Gardening Association and Scholastic, and two schools in every state will be selected to receive a **Welch's Harvest Grant**.



OFFICIAL WELCH'S HARVEST GRANTS RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.

VOID WHERE PROHIBITED BY LAW

Sponsor. Welch's Harvest Grants ("Contest") is sponsored by Scholastic Inc., 557 Broadway, New York, NY 10012.

Eligibility. Eligible schools/organizations are public and private schools and accredited home school associations (PreK-8), public libraries, religious educational centers and Head Start centers having any of the grades PreK through 8 and a minimum of 15 students in the classroom located in the 50 United States and District of Columbia ("Eligible Institutions"). Entries must be received from "School Officials" in order to be valid. "School Officials" may be any of the following: U.S. residents who are at least 18 years of age and employees or volunteers on behalf of any Eligible Institution, including teachers, administrators, assistants and teacher's aides, as well as any parent or guardian of any student who is designated by the school to be a "School Official" for purposes of this Contest. Schools who have previously received a Welch's Harvest Grant are ineligible to win again.

Employees, officers, directors, agents, representatives and independent contractors of the Sponsor, (including Scholastic Inc., Welch's, and the National Gardening Association) and each of their respective parent, subsidiary and affiliated companies, together with the immediate family members and members of the same households (whether related or not) of each of the foregoing are not eligible to participate.

This Contest is subject to all federal, state and local laws and regulations. Void where prohibited or restricted by law, including but not limited to those jurisdictions with laws that would require registration and/or trust account or posting of a bond, or any other requirements.

Agreement to Rules. By submitting an entry, Contest entrants agree to be bound by these Official Contest Rules. Entrants further agree that the Sponsor shall retain full authority, in its sole discretion, to interpret and administer these rules, and to be bound by all decisions and interpretations made in good faith by the Sponsor.

Entry. The Contest begins on September 20, 2010 at 12:01 a.m. Pacific Daylight Time ("PDT") and ends on February 11, 2011 at 11:59 pm PDT (the "ContestPeriod"). To participate, each entry must be accompanied by the Official Welch's Harvest Grants Application. Entries are only valid if they are sent in by a School Official (as defined in Eligibility).

Grant Application: A Contest grant application is available from scholastic.com/harvest; garden.org; or kidsgardening.org; and must accompany each entry. Include the first name, last name of the entering School Official, school name, school address (including zip code), email address, daytime telephone number (including area code), and affiliation to school or organization (teacher, administrator, volunteer, designated parent, etc.), type of organization; number of students and student demographics; and essays on why the entrant's classroom should receive a grant. All entries must be postmarked by 11:59 p.m. PDT on February 11, 2011 to: **National Gardening Association, Attn: Welch's Harvest Grants**; 1100 Dorset

Street; South Burlington, VT 05403.

Proof of sending will not be deemed to be proof of receipt by the Sponsor. Entries become the property of the Sponsor. applications can be sent digitally at www.scholastic.com/harvest.

Accuracy of Information Contained in Entry. By submitting an entry, each Contest entrant warrants and represents to the Sponsor that the information contained in the entry is true and correct in all material respects and that the Sponsor may rely on such information in its efforts to comply with applicable laws and regulations.

Selection of Winners and Notification. A total of one hundred (100) winners will receive a school garden award. Two (2) schools from each state will be selected from all qualified applications on or about March 25, 2011, by the Sponsor and the National Gardening Association, whose decision will be final and binding. Winners will be notified by email within approximately five (5) business days after selection. If selected winners have not responded to email inquiries within 3 days, we will attempt to contact winners by telephone. If winners cannot be reached by telephone within 48 hours of first phone attempt to notify such winners, the prize will be forfeited and an alternate winner may be selected, at the Sponsor's discretion. Odds of winning depend on number of eligible entries received.

Prize. The Sponsor will award a total of one hundred (100) school gardens. Five (5) \$1,000 garden packages; and ninety-five (95) \$500 garden packages will be awarded. Two schools in every state will be awarded school gardens if their application is selected as a winner. Winning applicants will have

the option of receiving an indoor or outdoor garden package.

Garden packages consist of:

\$1,000 INDOOR Garden Package: 1. Flip Cam Digital Video Recorder, 2. GrowLab Master 3-Tier Light Garden, 3. GrowLab Book Package, 4. GrowLab Activities, 5. Deluxe Seed Starting Kit, 6. Can-O-Worms Indoor Composter, 7. Worms Eat Our Garbage, 8. 4 Paper Potmakers, 9. Indoor Gardening Tools

\$1,000 OUTDOOR Garden Package: 1. Flip Cam Digital Video Recorder, 2. Multi-Level Raised Bed Set, 3. Compost Tumbler, 4. 18-Piece Kid's Tools, 5. Little Gardener's Wheelbarrow, 6. Zinc Plant Markers, 2 sets, 7. Mosaic Butterfly Stepping Stone Kit, 8. Ladybug House, 9. 30 Kids Gardening Journals, 10. Growing Classroom, 11. Botany on Your Plate, 12. Eat a Rainbow Kit, 13. Vegetable Garden Seeds, 14. Kids Work Gloves, 6 pair, 15. Jumbo Garden Thermometer

\$500 INDOOR Garden Package: 1. GrowLab Slimline 2-Tier Light Garden, 2. GrowLab Book Package, 3. GrowLab Activities, 4. Standard Seed-Starting Kit, 5. 2 Paper Potmakers

\$500 OUTDOOR Garden Package: 1. 2 Link-a-Bord, 2. 12 Piece Kid's Tools, 3. Zinc Plant Markers, 4. 30 Kids Gardening Journals, 5. Growing Classroom, 6. Eat a Rainbow Kit, 7. Kids Work Glove, 3 pair

Awards will be shipped directly to the winners by the National Gardening Association. The Sponsor is not responsible for prizes that are lost, misdelivered or damaged by the postal service or any carrier. Sponsor and National Gardening Association reserve the right to change or modify the prize and substitute a prize of equal or greater value. Winners are solely responsible for any costs and expenses due in connection with the prizes not specified herein, including without limitation, all applicable federal, state and local taxes, telephone calling fees, and any other costs, fees and expenses relating to the prize and/or this Contest. Prizes may not be transferred or assigned.

Prize Restrictions. Each Eligible Institution may win only one prize. Any institution that has previously received a prize is ineligible to win again. The Sponsor reserves the right to require winners to show proof of identity prior to receiving prizes. Before prizes are released, winners must execute an Affidavit of Eligibility and Release attesting to their identity and eligibility to participate in this Contest and releasing the Sponsor and its affiliates from all claims, causes of action and liability relating to the Contest and the prize(s). Sponsor will mail the Affidavit to each winning Eligible Institution, and winners will have ten (10) business days from receipt of said Affidavit to complete and return the documents to Sponsor. If these documents are returned as undeliverable or are not completed and returned by such deadline or if a potential winner does not meet the eligibility or other requirements of the Contest, the prize will be forfeited and an alternate winner may be selected. The Sponsor is not responsible for prize information or documents that are lost or misdelivered by the postal service or carrier.

Release. By acceptance of any prize, the winning Eligible Institution and entrant each agree to release, hold harmless and indemnify the Sponsor, Welch's and the National Gardening Association, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotional agencies, assignees, licensees, attorneys, representatives and prize suppliers, and each of their respective

parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt, use or misuse of any prize awarded herein.

Announcement of Winners. The Sponsor will post the name and city of the winning schools at scholastic.com/harvest following the completion of the Sweepstakes and verification and qualification of all winners on or around April 22, 2011.

Use of Winners' Names. By submitting an entry, entrant acknowledges and agrees that, if your school is selected as a winner, we will post the school's name and city at (www.scholastic.com/harvest.) Each winning school that accepts any prize will be deemed thereby to have granted to us the right, at any time and from time to time, to print, publish, broadcast and use, worldwide and in any media now known or hereafter developed, including but not limited to, the Internet and world wide web, the winning school's name and city. Winning schools may also be requested, after awarding of any prize, to participate in further promotional activities. Participation in such activities (other than the promotional release of the winning school's name and city) is not a condition of participation in the Contest.

Unlawful Conduct and Disqualification. The Sponsor reserves the right, in its sole discretion, to disqualify any Contest entrant who the Sponsor determines, in its sole discretion, is (a) tampering with the entry process or the operation of the Contest or of any web site owned, operated or controlled by the Sponsor or its parent, subsidiary or affiliated companies; (b) ineligible to participate in the Contest for any reason, including based upon the entrant's age, residency or failure to comply with these official rules; (c) submitting more than the allowed number of entries during the Contest Period; or (d) behaving in a disruptive manner or with intent to annoy, abuse, threaten or harass any other person.

Limitation of Liability and Remedies. NEITHER THE SPONSOR NOR ANY OTHER RELEASED PARTY SHALL HAVE ANY LIABILITY WITH RESPECT TO ANY ENTRIES THAT ARE INCOMPLETE, LATE, GARBLED, MUTILATED, ILLEGIBLE, DELAYED, MISDELIVERED, LOST, DAMAGED, STOLEN, DELETED OR LOST DURING TRANSMISSION, MISDIRECTED OR OTHERWISE NOT TIMELY OR ACCURATELY DELIVERED OR DIFFICULT TO INTERPRET OR UNDERSTAND. ENTRIES RECEIVED BY US THAT ARE INCOMPLETE, LATE, GARBLED, MUTILATED, ILLEGIBLE, DELAYED, MISDELIVERED, LOST, DAMAGED, STOLEN, DELETED OR LOST DURING TRANSMISSION, MISDIRECTED OR OTHERWISE DIFFICULT TO INTERPRET OR UNDERSTAND SHALL NOT BE ELIGIBLE FOR PRIZES AND WE WILL NOT DELIVER ANY NOTICE OF SUCH INELIGIBILITY TO THE PARTICIPANT.

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL THE RELEASED PARTIES BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION OR CONNECTION WITH ENTRANTS' PARTICIPATION IN THE CONTEST POSTING ON OR ACCESS AND/OR DOWNLOAD OF ANY MATERIALS OR INFORMATION FROM ANY WEB SITE OWNED, OPERATED OR CONTROLLED BY THE

SPONSOR OR THEIR PARENT, SUBSIDIARY OF AFFILIATED COMPANIES, AND/OR ANY PRIZE (INCLUDING, BUT NOT LIMITED TO, ITS ACCEPTANCE OR USAGE) AWARDED TO WINNERS IN CONNECTION WITH THE CONTEST, INCLUDING WITHOUT LIMITATION DAMAGE TO PROPERTY AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DAMAGES FOR BODILY OR PERSONAL INJURY, INCLUDING DEATH, EVEN IF THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. ENTRANTS AGREE THAT THE AGGREGATE LIABILITY, IF ANY, OF THE RELEASED PARTIES ARISING OUT OF ANY KIND OF CLAIM (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED \$1.00.

Indemnification. Each Contest entrant and entering Eligible Institution agrees to indemnify and hold harmless the Released Parties from and against any loss, damage or expense (including court costs and attorneys' fees) that the Sponsor, and/or any of the Released Parties together with each of their parent, subsidiary, and affiliated companies, and each of its and their successors or assigns, may suffer or incur as a result or in conjunction or connection with the Contest, or the prizes awarded to any winner (including, without limitation, the receipt and/or use of said prizes).

Amendments. We reserve the right to suspend, cancel, terminate or modify the Contest without advance notice in the event we believe, in our sole discretion, that any computer virus, worms, bugs, tampering, spamming, unauthorized intervention, fraud, technical failures or other errors or problem beyond our control could corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, and thereafter to re-commence such Contest, if at all, only at such time(s) and upon such terms and conditions as we shall deem reasonable under the circumstances.

Severability. If any one or more provisions of these Official Contest Rules are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, effect or enforcement of any other provision or provisions of these Official Contest Rules.

Winners List. For a copy of the winners list, send a self-addressed stamped envelope postmarked prior to May 6, 2011 to: **Welch's Harvest Grants Winners List** c/o Scholastic Inc., 557 Broadway, New York, NY 10012 For a copy of the rules visit www.scholastic.com/harvest.

Governing Law; Jurisdiction; Venue. These Official Contest Rules are governed by and shall be construed by the laws of the State of Vermont, without application of its choice of law principles. Any dispute that may arise hereunder, if not settled by the parties directly or through alternate dispute resolution, shall be brought solely in the appropriate state or federal court sitting in Vermont, and entrant consents to the personal jurisdiction and venue thereof.

Force Majeure. The failure of the Sponsor to comply with any provision of this Official Contest Rules due to an act of God, hurricane, war, terrorism, fire, riot, earthquake, actions of governmental authorities outside the control of the Sponsor or other force majeure event shall not be considered a breach of these Official Contest Rules.