

NO PURCHASE NECESSARY. THE FOLLOWING SWEEPSTAKES IS OPEN TO LEGAL RESIDENTS OF ARIZONA, FLORIDA AND MARYLAND WHO ARE TWENTY-ONE (21) YEARS OF AGE OR OLDER. DO NOT ENTER THIS SWEEPSTAKES IF YOU ARE NOT 21. SEE FURTHER ELIGIBILITY RESTRICTIONS BELOW. THIS SWEEPSTAKES WILL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE FEDERAL AND STATE LAW.

Two Kind Buds Sweepstakes

OFFICIAL RULES

1. **NO PURCHASE NECESSARY.** Making a purchase will not improve your chances of winning. The Two Kind Buds Sweepstakes ("Sweepstakes") sponsored by Harvest Health & Recreation, Inc. ("Sponsor") begins at 9:00:00 a.m. Eastern Time ("ET") on April 16, 2021 and ends 11:59:00 p.m. ET on April 20, 2021 ("Sweepstakes Period"). The computer clock of Sponsor's webmaster is the official timekeeping device of the Sweepstakes. You may enter the Sweepstakes via the Instagram app, as described in Rule 3, below.

2. **Eligibility:** This Sweepstakes is open to legal residents of Arizona, Florida and Maryland who are 21 years of age or older at the time of entry. Employees, directors, officers and agents of Sponsor, their parent, affiliate, and subsidiary companies, their advertising and promotion agencies and members of their immediate families (defined for these purposes as spouse, biological, adoptive and step-parents, children, siblings, grandparents, grandchildren and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are NOT eligible to participate. This Sweepstakes is void outside Arizona, Florida, and Maryland, and where prohibited by law.

3. **How to Enter:** Beginning at 9:00:00 a.m. Eastern Time ("ET") on April 16, 2021, access the Instagram application on your mobile device or computer, access the Sweepstakes Post and complete the following three actions to submit an entry:

- a. Become a follower of @HarvestHOC;
- b. Become a follower of @modernflowercannabis; and
- c. Tag two (2) 21+ friends who are your "kindest buds" in the comments field.

Once you have completed steps (a) through (c), your entry will be deemed completed.

BONUS ENTRY:

During the promotion period, you can earn a "bonus entry" by sharing the sweepstakes post to your Instagram "stories" and tag @HarvestHOC. By completing this action, you will receive one (1) bonus entry.

If you enter using your mobile device, standard data fees may apply. You should consult your wireless service provider's pricing plan for details. You agree to incur any and all charges

demanding by your wireless carrier. You should also check your device's features for capabilities and check the device manual for specific use instructions. All entry information (comments), shall be collectively referred to herein as the "Submissions" or each as a "Submission". By entering, each entrant warrants and represents the following with respect to entrant's Submission: (a) entrant is the sole and exclusive owner of the Submission; (b) the Submission will not infringe on any rights of any third parties. A submission will be deemed made by the authorized account holder of the Instagram account submitted at the time of entry. The "authorized account holder" is defined as the natural person who is assigned to an Instagram account by the Instagram App on-line service provider. Providing a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, on a worldwide basis, in perpetuity, and to incorporate it into other works, in any form, media or technology now known or later developed, for any purpose whatsoever, including for promotional or marketing purposes. All entries must be received by 11:59:00 p.m. ET on April 20, 2021.

4. Sponsor's Use of Submission: Posting a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the image.

5. Entry Errors/Tampering: Sponsor reserves the right to void all entries made through any third-party web site or service, or through any robotic, automatic, mechanical, programmed or similar entry duplication method, and to disqualify any individual using such a web site/ service or entry method, as applicable. Sponsor is not responsible for: (i) electronic, wireless or digital transmissions or any entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, or not received by Sponsor or its agents for any reason; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of entries; (iii) destruction of or unauthorized access to, or alteration of, entries; (iv) failed or unavailable hardware, network, software; (v) damage to entrant's or any person's computer or wireless device or its contents; (vi) causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Sweepstakes; (vii) any entries submitted in a manner that is not expressly allowed under these Official Rules; (viii) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Sweepstakes; (ix) any typographical or other error in the printing or advertising of the offer, administration or execution of the Sweepstakes, or in the announcement of prizes or prize winners; (x) malfunctions or interference resulting from illicit, malicious or injurious code (including but not

limited to viruses, worms and denial of service attacks); or (xi) cheating or fraud by any participant. All incomplete or non-conforming entries will be disqualified. All entries become Sponsor's property and will not be returned. If for any reason the Sweepstakes cannot be executed as planned, including but not limited to any printing, administrative, or other error of any kind, transmission failure, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Sweepstakes, or if the Sweepstakes is compromised or becomes technically corrupted in any way, electronically or otherwise, Sponsor reserves the right, in its sole discretion, to cancel, modify or terminate the Sweepstakes and, if terminated before the original end date, to select the winners from among all eligible nonsuspect entries received as of the date/time of termination. Sponsor reserves the right, at its sole discretion, to disqualify and prosecute any individual who tampers with or attempts to tamper with the entry process or who enters using any automatic or programmed entry duplication method. CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR OTHERWISE CORRUPT THE SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

6. Further Entry Conditions: Limit one (1) Entry and one (1) bonus entry per person during the Sweepstakes Period. If more than one (1) Entry or one (1) bonus entry is received per person or email address, by any means including, but not limited to, establishing multiple Instagram accounts, such Entries, and the person/account holder that submitted them, will be disqualified. Proof of submission of an entry does not constitute proof of receipt of entry by Sponsor. By entering, entrants acknowledge their compliance with and agreement to be bound by these Official Rules and the Sponsor's decisions. All entries become the property of Sponsor and will not be returned. Entrant shall have no right to inspect or approve any subsequent use of the Entry by Sponsor in connection with the Sweepstakes. Submission of a Sweepstakes Entry constitutes the Entrant's irrevocable waiver of any and all claims. Entrant may now or hereafter have in any jurisdiction with respect to the Sweepstakes or Sponsor's use of the Entry. Submission of a Sweepstakes Entry further constitutes Entrant's representation and warranty that Entrant has the full right and authority to submit a Sweepstakes Entry and is not prohibited from submitting an Entry by court order, employment agreement/policy, or any other third-party agreement.

7. Drawing/Odds of Winning: Winners will be determined in a random drawing from among all eligible entries received during the Sweepstakes Period. The drawing will be conducted on or about April 21, 2021, by Sponsor or Sponsor's agent. Potential winner will be notified by phone or e-mail by or about April 21, 2021. Odds of winning will depend on the total number of eligible entries received. Prize winners may be announced by news release. Winning is contingent upon fulfilling all requirements of these Official Rules

8. Grand Prize: Twelve (12) Grand Prize winners will be selected among all eligible entrants. Grand Prize winners will receive

- Modern Flower Hat
- Modern Flower Sticker pack
- Modern Flower Lanyard
- Limited Edition Public Access Metal Travel Box
- Limited Edition Public Access 11oz Mug
- 4&20 Coffee Beans
- HarvestSwag.com gift card

Approximate Retail Value “A.R.V.” of this prize is ninety-nine dollars and ninety-four cents (\$99.94). The total ARV available prizes in this Sweepstakes is one thousand one hundred and ninety-nine dollars and twenty-eight cents (\$1,199.28).

Any difference between the stated ARV and actual value of prize will not be awarded in any form. Prize is non-transferable, and no prize substitutions or cash redemptions are allowed except by Sponsor in its sole discretion, or as otherwise provided herein. Sponsor may substitute a prize (or portion thereof) of equal or greater value if an advertised prize (or portion thereof) becomes unavailable for any reason. Prize will be awarded provided it is claimed properly in accordance with these Official Rules. Winner must provide positive identification specified by Sponsor to claim or participate in a prize. Winner will be required to sign and return an Affidavit of Eligibility, Liability Release and, where permitted by law, Publicity Release without additional compensation within three (3) days of receipt of notification or the prize will be forfeited and awarded to an alternate winner, time permitting, in a random drawing from among all remaining entries. If prize notification is returned as undeliverable, or if Sponsor, in its sole discretion, deems a potential winner ineligible to receive a prize for any reason, the corresponding prize will be forfeited and awarded to an alternate winner, time permitting, in a random drawing from among all remaining entries. Sponsor’s decisions will be final, binding and non-appealable in all matters relating to this Sweepstakes.

9. Limitations on Liability: By entering, each entrant agrees to abide by the terms of these Official Rules and by the decisions of the Sponsor, and agrees to indemnify, release, defend and hold harmless the Sponsor, its parent company, subsidiaries, affiliates and agencies, and the officers, directors and employees of each of the foregoing (collectively, the “Released Parties”), from and against any and all liability for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury (including without limitation emotional distress) and/or death, publicity rights, defamation or invasion of privacy or merchandise delivery arising from or in connection with participation in the Sweepstakes or the acceptance, possession and/or use/misuse of a prize (if awarded to him/her) or his/her participation in prize-related activities (if applicable), including but not limited to travel related thereto. By accepting a prize, each winner agrees that any liability concerning or arising out of his/her prize rests solely with the manufacturer of the goods, (as applicable) and/or the respective affiliates of each of the

foregoing. Furthermore, each winner, by accepting a prize, acknowledges that Sponsor has neither made nor is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to such prize, including, but not limited to, its quality, mechanical condition or fitness for a particular purpose.

10. Consent to Publicity: By accepting a prize, winner further consents to Sponsor's use of his/her name, voice, statements and/or likeness for advertising, promotion, public relations or trade purposes in commerce and in any media worldwide without limitation or additional compensation or notice, unless prohibited by law.

11. Disputes/Venue/Governing Law: By participating, entrants agree 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 the appropriate federal, state or local court located in the State of Arizona; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (c) to the extent allowed by applicable law, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental and/or consequential damages and/or any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. 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 Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Arizona, without giving effect to any choice of law or conflict of law rules (whether of Arizona or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than Arizona.

12. Personal Information: All personal information collected from entrants in connection with participation in this Sweepstakes will be used only as provided in Sponsor's Privacy Policy, available at <https://www.harvestinc.com/privacy-policy/>.

13. Winners List: For a list of the named winner, please visit: <https://www.harvesthoc.com/dispensary-deals/> after April 29, 2021.

14. Sponsor: Harvest Health & Recreation, Inc., 1155 W. Rio Salado Parkway, Suite 201, Tempe, Arizona 85281.

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