



The Birkett Mills Offers & Promotions – Terms & Conditions

Updated: December 12, 2020 at 12:00pm Eastern

We're happy to provide certain product discounts from time-to-time so our customers can experience an extra level of convenience when ordering. Below is a list of our current offers and the terms and conditions for each. **The Birkett Mills reserves the right to amend offers at its discretion.**

GENERAL

- Customers may not order more than 5 of an individual product (for example, a customer may not order more than 5, 13 oz. boxes of Pocono Cream of Buckwheat; or may not order more than 5, 6-pack cases of Pocono Kasha)
- From time-to-time, The Birkett Mills will offer individual coupon codes to certain customers for percentages or dollars off an order. These coupon codes are one-time-use codes and can only be shared via The Birkett Mills management and marketing team to the customer

SHIPPING

Order directly from The Birkett Mills, and we'll offer a shipping discount based on the amount of your order. Shipping costs can be seen below:

Product Total	Shipping Cost
Less than \$29	\$10 shipping
\$29 to \$58.99	\$5 shipping
\$59 and over	FREE shipping

Certain conditions apply, including:

- Offer only applies to the following The Birkett Mills retail products:
 - Pocono
 - Cream of Buckwheat (13 oz. boxes & 6-pack case)
 - Kasha (13 oz. boxes & 6-pack case)
 - Whole Buckwheat Groats (13 oz. boxes & 6-pack case)
 - Wolff's
 - Cream of Buckwheat (13 oz. boxes & 6-pack case)
 - Kasha, all four granulations (13 oz. boxes & 6-pack case)
 - Whole Buckwheat Groats (13 oz. boxes & 6-pack case)
 - Puritan
 - Buttermilk Pancake Mix (2lb & 4lb bag) & Buckwheat Pancake Mix (2lb bag)
 - Birkett's
 - Pastry Flour (5lb bag) & Premium Pastry Flour (4lb bag)
 - Cake Flour (5lb bag) & Premium Cake Flour (4lb bag)
 - Graham Flour (5lb bag) & Premium Whole Wheat Flour (4lb bag)
 - Gluten-Free Buckwheat Pancake Mix (2lb)
- Offer does not apply to wholesale orders, or any other product types not specified above
- Offer does not apply to MulTex Mulch
- Offer is only available to customers in the contiguous United States; Hawaii and Alaska customers cannot redeem flat-rate shipping
- Offer is not available if customers total online order exceeds 45 pounds – once 45 pounds is surpassed within an order, shipping is determined by the weight of the freight
- All terms and conditions under 'General' above apply

3 DEALS, 1 WEEK TO REDEEM

- Details: Get 20% off all buckwheat products, 25% off all premium soft red wheat flours and spend more than \$179.70 to get a surprise gift. All terms and conditions above apply. This offer does not apply to any Pancake Mixes.
- How: Coupon code emailed to The Birkett Mills email subscribers and shared on social media.
- Timing: Offer ends December 4 at 11:59 pm

SUBMIT YOUR RECIPE & YOU COULD WIN A FREE CASE

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. Eligibility: Sweepstakes (the "Sweepstakes") is open only to those who sign up at the online sweepstakes page and who are 18 as of the date of entry. The sweepstakes is only open to legal residents of United States of America and is void where prohibited by law. Employees of The Birkett Mills (the "Sponsor") their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void where prohibited.

2. Agreement to Rules: By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of The Birkett Mills, as final and binding as it relates to the content. The Sweepstakes is subject to all applicable federal, state and local laws.

3. Sweepstakes Period: Entries will be accepted online starting on or about 12/2/2020 and ending 1/10/21. All online entries must be received by 1/10/21 by 11:59PM EST.

4. How to Enter: The Sweepstakes must be entered by submitting an entry using the online form provided on this Sweepstakes site. The entry must fulfill all sweepstakes requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of The Birkett Mills. You may enter only once and you must fill in the information requested. You may not enter more times than indicated by using multiple email addresses, identities or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules your submission may be removed from eligibility at the sole discretion of The Birkett Mills.

5. Prizes: Winners will receive one 6-pack case of buckwheat product of choice, retail value between \$25-35. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by the Sponsor. No cash or other prize substitution permitted except at Sponsor's discretion. The prize is non-transferable. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Acceptance of prize constitutes permission for The Birkett Mills to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner selection and notification: Winners of the Sweepstakes will be selected in a random drawing under the supervision of the Sponsor. Winners will be notified via email to the email address they entered the Sweepstakes with within five (5) days following the winner selection. The Birkett Mills shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within 15 days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited and an alternate winner selected.

The receipt by winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by you: By entering this content you understand that The Birkett Mills, anyone acting on behalf of The Birkett Mills, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Sweepstakes, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

9. Terms: The Birkett Mills reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, The Birkett Mills may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by The Birkett Mills. The Birkett Mills reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these Terms & Conditions.

The Birkett Mills has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void votes for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by sweepstakes rules; or the use of bots, macros or scripts or other technical means for entering.

Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the sweepstakes may be a violation of criminal and civil laws and should such an attempt be made, The Birkett Mills reserves the right to seek damages from any such person to the fullest extent permitted by law.

By entering the Sweepstakes you agree to receive email newsletters periodically from The Birkett Mills. You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the newsletter.

10. Limitation of Liability: By entering you agree to release and hold harmless The Birkett Mills and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

11. Disputes: THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF UNITED STATES AND NEW YORK, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in NEW YORK having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the The Birkett Mills Web Site. To read the Privacy Policy, [click here](#).

13. Winners List: To obtain a copy of the winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: The Birkett Mills PO Box 440, Penn Yan, NY 14527. Requests must be received no later than 1/30/21.

14. Sponsor: The Sponsor of the Sweepstakes is The Birkett Mills PO Box 440, Penn Yan, NY 14527.