

**CLUB TYSON BRING ON THE GAME SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED FOR THAT DRAWING. VOID WHERE PROHIBITED BY LAW.

BY ENTERING THE SWEEPSTAKES, YOU, ("PARTICIPANT") AGREE TO THESE OFFICIAL RULES, WHICH FORM A CONTRACT. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITY OBLIGATIONS ON THE PART OF PARTICIPANT AND A LIMITATION OF PARTICIPANT'S RIGHTS AND REMEDIES.

ELIGIBILITY: The Club Tyson Bring on the Game Sweepstakes ("Sweepstakes") is open to legal residents of the fifty (50) United States and the District of Columbia, who are the age of majority in their state of residence at the time of entry. Persons in any of the following categories are NOT eligible to win a prize: (a) employees or agents of Sponsor and Administrator and their parent companies, subsidiaries, affiliates, advertising and Sweepstakes agencies, (b) individuals engaged in the development, production or distribution of materials for the Sweepstakes; and (c) persons who are in the immediate family of any person in any of the preceding categories (including mother, father, sister, brother, daughter, son, spouse, grandmother, grandfather, children or grandchildren), regardless of where they live; or persons who reside in the same household, whether related or not, as any person in any of the preceding categories. The Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited or restricted by law. By entering the Sweepstakes, Participants agree to abide by and be bound by these Official Rules and the decisions of Sponsor and Administrator, which shall be final and binding in all respects.

1. **PROMOTION PERIOD:** The Sweepstakes begins at 12:00 pm Central Time on March 16, 2016 and ends at 12:00 am Central Time on April 16, 2016 ("Promotional Period"). Administrator's computer is the official time-keeping device for the Sweepstakes.
2. **HOW TO ENTER:** The Sweepstakes consists of an Email Entry Drawing and a Photo Entry Drawing. There is a limit of two (2) entries per individual per drawing (i.e., an individual can have 2 entries in the Email Entry Drawing and 2 entries in the Photo Entry Drawing).

Participant will be able to enter the Email Entry Drawing by providing an email address to be eligible to win one of three possible Email Entry Drawing prizes. Participant can enter the Photo Entry Drawing by submitting a photo with a basketball on Twitter, Instagram, or Facebook for a chance to win the Photo Entry Drawing grand prize. Participants must enter into each specific drawing to be eligible to win that particular drawing; an email entry will only provide Participant with an entry in the Email Entry Drawing, and a photo submission will only provide Participant with an entry in the Photo Entry Drawing.

Submitted photos may not contain any individuals other than Participant. Sponsor may request affidavits of age in its sole discretion and will remove photos of underage participants. Any photos that do not comply with these requirements, or is deemed by Sponsor to not be appropriate in its sole discretion, will be disqualified. All photos must be a JPG or TIF format and should be a

minimum of 300 dpi and 3 to 4 MB in size. The photo must have been taken by the person who is submitting it. You cannot submit a photo taken by someone else.

How to Enter the Photo Entry Drawing

TO ENTER ON FACEBOOK: If you are not already a member of Facebook, you can create an account at www.facebook.com; creating an account is free. Once you have a Facebook account, locate the applicable post on the Club Tyson fan page and follow directions provided. Multiple Participants are not permitted to share the same Facebook profile. Any attempt by any Participant to obtain more than the stated number of entries by using multiple/different profiles, identities, registrations and logins, or any other methods will void that Participant's entry and that Participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the Facebook profile used to register will be deemed to be the registrant. The authorized account holder is the natural person assigned an email address connected with the Facebook profile by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

TO ENTER BY TWITTER: Participant logs into Twitter and uploads a photo fitting the criteria above and tag the photo with #ClubTysonFun hash tag. Participant is bound by all of the terms of use found at <https://twitter.com/tos>. If Participant does not have a Twitter account, they can create one for free at <https://twitter.com/>.

TO ENTER VIA INSTAGRAM: Participant logs into Instagram and uploads a photo fitting the criteria above and tag the photo with #ClubTysonFun hash tag. Participant is bound by all of the terms of use found at <http://instagram.com/legal/terms/>. If Participant does not have an Instagram account, they can create one for free at <http://instagram.com/>.

How To Enter the Email Entry Drawing

TO ENTER BY EMAIL: Send an email to contests@clubtyson.com with the subject line " Bring on the Game Sweepstakes " with your valid email address and a statement that Participant is the legal age of majority in the state in which they reside as of the date of entry. Participants that submit an entry via e-mail are subject to all entry limitations specified above.

ENTRY GUIDELINES, CONDITIONS & REQUIREMENTS: Participant represents and agrees that the submitted photo will not infringe upon the intellectual property rights of any third party. All photos and all information contained therein, including the copyright and all other intellectual property rights, become the property of Sponsor and will not be acknowledged or returned. By submitting a photo, Participant grants Sponsor and its agents an unlimited, worldwide, perpetual license and right to publish, use, and publicly perform the entry in any way, in any and all media, without limitation, and without consideration of the Participant. By submitting a photo, you agree that your entry is gratuitous and made without restriction, and will not place Sponsor under any obligation, and that Sponsor is free to disclose the ideas contained in the entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your entry, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you. By submitting a photo,

Participant grants to Sponsor and its affiliated companies, the right, except where prohibited by law, to use your and/or any individual's first name and last initial, likeness, picture, address (city and state only), and written statements. The rights granted under this paragraph shall extend to Sponsor and its affiliated companies with respect to all Participants in the Sweepstakes. Released Parties are not responsible for any unauthorized third party use of any photo. If you think that any photo infringes your intellectual property rights, [click here if you wish to report it](http://www.tysonfoods.com/Legal/Intellectual-Property-Infringement.aspx)

Prohibited Content:

Photos must not violate the rights of any other party, including but not limited to intellectual property rights or rights of privacy/publicity. Entry submissions may not contain, as determined by the Sponsor, in its sole discretion, any:

- a) sexually explicit or suggestive content; violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- b) alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); any activities that may appear unsafe or dangerous; particular political agenda or message;
- c) is obscene or offensive; endorses any form of hate or hate group; appears to duplicate any other photo submission;
- d) language that defames, misrepresents or contains disparaging remarks about other people or companies;
- e) any personal identification, such as personal names, e-mail addresses, street addresses or license plate numbers;
- f) messages or images inconsistent with the positive images and/or good will to which the Sponsor wishes to associate;
- g) copyrighted materials owned by others (including photographs, sculptures, paintings, and other words of art or images published on or in websites, television, movies or other media); if an image contains a watermark from a photographer, or is labeled as a sample/proof, it will not be eligible,
- h) children under the age of 18
- i) identifiable names or markings of any third-party (e.g., logos or trademarks on clothing or in the background of the photo; and/or
- j) violates any law.

3. **PRIZE DETERMINATION:** Administrator has developed a random selection application to determine the winner. Selection of the potential winner is determined by Administrator and its proprietary code. Administrator's selection of a winner is final and binding in all matters related to the Sweepstakes. Potential winners will be randomly selected and, if participating via Facebook, immediately notified of a potential prize via the application with a request for a valid email address to contact for prize fulfillment. If participating via Instagram or Twitter, potential winners will receive notification of a win and will be asked to provide an email address and Instagram or Twitter ID so entry can be verified. Participants who submit an entry via email will be notified of a potential prize via e-mail. Potential winners will be required to provide sufficient information to establish eligibility in the Sweepstakes and may be required to execute and return an affidavit of eligibility and a liability release within seven (7) days of date of issuance. If such documents are not returned within the specified time period, Administrator is unable to contact a potential winner within a reasonable time period, prize or prize notification is returned as undeliverable or potential winner is not in compliance with these Official Rules, any potential prize may be

forfeited. Prizes valued over \$600.00 U.S. Dollars will require winners to provide a valid social security number with the release. Potential winners must continue to comply with all terms and a condition 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 (or Administrator) will award the applicable prize to an alternate winner by randomly drawing an alternate potential winner from among all remaining eligible entries. Prizes will be fulfilled approximately 4 to 8 weeks after the conclusion of the Sweepstakes and verification of a potential winner's eligibility.

4. **PRIZE DRAWINGS:** There will be a total of one (1) prize drawing.

- The drawing for both the Email Entry Drawing and the Photo Entry Drawing will be on or around 11:00 am CT on Friday April 16th, 2016

5. **PRIZES:** The prize in this Sweepstakes are as follows:

Email Entry Drawing Prizes

- Three (3) Wilson[®] NCAA[®] Killer Crossover Basketballs. The Approximate Retail Value ("ARV") for this prize is \$20.00. The total ARV for this prize is \$60.00.
- Three (3) Spalding[®] NBA[®] Slam Jam Over-The-Door Mini Basketball Hoop. The ARV for this prize is \$32.00. The total ARV for this prize is \$96.00.
- Three (3) Home ETC Sports Fans Basketball Spreader, Set of 4. The ARV for this prize is \$27.00. The total ARV for this prize is \$81.00.

Photo Entry Drawing Grand Prize

- One (1) Lifetime[®] Basketball Double Shot™ Arcade System. The total ARV for this prize is \$220.00.

The total ARV of all prizes is \$457.00.

PRIZES ARE AWARDED "AS IS" SUBJECT TO MANUFACTURER'S WARRANTY ONLY, WHERE APPLICABLE. SPONSOR AND ADMINISTRATOR MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITHOUT LIMITATION.

The prize cannot be sold, transferred, bartered, assigned, substituted or redeemed for cash, in whole or in part, except at the sole discretion of Administrator. Administrator reserves the right to substitute a prize of equal or greater value in the event that a stated prize cannot be awarded for any reason. **ALL FEDERAL, STATE AND LOCAL TAXES ARE THE SOLE RESPONSIBILITY OF THE WINNERS.**

6. **RELEASE:** By entering the Sweepstakes, Participant does hereby release, indemnify and hold harmless Sponsor, Administrator, Facebook, Twitter, Instagram and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, 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 Sweepstakes or receipt or use or misuse of any prize. Entry into this Sweepstakes and acceptance of prize constitutes permission for Sponsor to use a winner's first name and first initial of last name and state of residence, for advertising/trade and all other purposes, in any and all media, and all media now or hereafter known worldwide, including the Internet and social networking sites, without further compensation, notification or permission, unless prohibited by law.

7. **LIMITATIONS OF LIABILITY:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Participants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Participant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason a Participant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Participant's sole remedy is another entry in the Sweepstakes, provided that, if it is not possible to award another entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.
8. **FACEBOOK DISCLAIMER:** This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook. By participating in this Sweepstakes, you hereby release Facebook from any claim, allegation, loss or liability of any kind.
9. **TWITTER DISCLAIMER:** This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Twitter. By participating in this Sweepstakes, you hereby release Twitter from any claim, allegation, loss or liability of any kind.
10. **INSTAGRAM DISCLAIMER:** This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram. By participating in this Sweepstakes, you hereby release Instagram from any claim, allegation, loss or liability of any kind.
11. **PUBLICITY:** Participants, potential winners and winners acknowledge and agree that, upon submission, their entries become the property of Sponsor, which thereby has the right to edit, adapt, modify, reproduce, promote and otherwise use entries in any way it sees fit.
12. **GENERAL CONDITIONS:** Information submitted will be used by Sponsor as described in its [Privacy Policy](http://www.tyson.com/Privacy-Policy.aspx) [<http://www.tyson.com/Privacy-Policy.aspx>] and winner's information may be made available as part of a public winner's list. Sponsor reserves the right to cancel, suspend and/or

modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. 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 Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Headings in this Agreement are for convenience only and shall not be used to construe the terms of this Agreement.

13. **DISPUTES:** Except where prohibited, Participant agrees that: (1) 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 United States District Court for Arkansas; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Participant and Sponsor or Administrator in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Arkansas without giving effect to any choice of law or conflict of law rules (whether of the State of Arkansas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Arkansas. Further, any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes, or any prize awarded, will be resolved individually, without resort to any form of class action.
14. **WINNERS' LIST:** For a winners' list, send a self-addressed stamped envelope to: Club Tyson Bring on the Game Sweepstakes, Attn: Club Tyson Customer Marketing, Tyson Foods, Inc., 2200 Don Tyson Parkway, Springdale, AR 72762-6999.
15. **SPONSOR:** Tyson Foods, Inc., 2200 Don Tyson Parkway, Springdale, AR 72762-6999
16. **ADMINISTRATOR:** Dom & Tom Inc., 435 N Michigan Ave, 32nd Fl, Chicago, IL 60611
17. **NOT AFFILIATES:** Any names or marks of third party products used in association with this Sweepstakes are the property of their respective owners. Third party trademark owners do not endorse, sponsor and are not otherwise affiliated with this Sweepstakes.