

GF & AF Expo Ticket Giveaway (“The Giveaway”) Official Rules

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

1. **ELIGIBILITY.** SunButter LLC’s “GF & AF Expo Ticket Giveaway” (“The Giveaway”) is only open to entrants who, as of the entry date, are legal residents of the United States who are at least eighteen (18) years old. The Giveaway is void outside the United States and where prohibited or restricted by law. Employees, officers and directors of SunButter, LLC. (“Sponsor”), The Zimmerman Group (“Administrator”), Pancake Laboratories, Inc. (“Application Provider”), and their respective parents, subsidiaries, affiliates, divisions, advertising and promotion agencies, and the immediate families (defined as parents, spouses, children, siblings, grandparents, and their respective spouses) or members of the same household (whether related or not) of each such employee, officer and director, are not eligible to enter or win. The Giveaway, and any website pages and advertisements relating there to, is intended for viewing only within the United States, and entrants must be present in the eligible Giveaway territory at the time they enter.

2. **TIMING.** The Giveaway entry period begins at 12:01 a.m. Central Time (“CT”) on February 3, 2015 and ends at 4:30 p.m. CT on February 6, 2015 (the “Entry Period”). Administrator’s computer is the official timekeeping device for the Giveaway.

3. **HOW TO ENTER.** There is one (1) way to enter the Giveaway as described below.

A. Follow SunButter4life on Twitter.

B. Tweet at SunButter4life using the hashtag “#whyiloveSunButter”.

You must complete all required information to be eligible to enter to win a prize. All entries must be received by Sponsor during the Entry Period. You must also be a registered member of the Twitter website located at www.twitter.com and in compliance with the Twitter Terms located at <https://twitter.com/tos>. Membership on Twitter is free, and can be obtained by visiting www.twitter.com and following the on screen instructions to register for and open an account. An entrant must be the rightful owner (or have authorized use) of the e-mail address identified with the participant’s Twitter account. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, void, unintelligible, or misdirected entries, which will be disqualified. In the event of a dispute as to an entrant’s entry, the natural person who is the authorized account holder of the email address identified with the participant’s Twitter account will be deemed to be the entrant, but only if that person is otherwise eligible to enter the Giveaway. The “authorized account holder” is the natural person assigned to an email address by an Internet access provider, online service provider, Internet service 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. If a dispute cannot be resolved to Sponsor’s satisfaction, the winning entrant maybe deemed ineligible. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of submission will not be deemed proof of receipt of entry by Sponsor. All entrants and entries subject to verification prior to the awarding of a prize, as are the eligibility, age and other claims of/information provided by a potential prize winner.

4. **AGREEMENT TO OFFICIAL RULES AND DECISIONS.** By participating in the Giveaway, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsor and Administrator (including, without limitation, decisions

regarding eligibility of entries, the selection of entrants and the winner, and the awarding of the prize), which are final and binding in all respects.

5. DRAWING; ODDS; NOTIFICATION. On or about February 6, 2015, Administrator will randomly select five (5) winners from among all eligible entries received by Administrator. Odds of winning a prize depend on the number of eligible entries received by Administrator in the Giveaway. Each entrant selected must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. A potential winner will be notified by Direct Message on Twitter. They will immediately receive the access code to obtain their free ticket to the GF&AF Expo. If required by Sponsor or Administrator, a potential winner will be required to execute and return to Administrator a notarized Affidavit of Eligibility, a Liability Release, and, except where prohibited by law, a Publicity Release (an "Affidavit/Release") in the form(s) provided by Administrator in order to claim his/her prize. The Affidavit/Release must be returned to Administrator by the date and/or time indicated within the Affidavit/Release. If any prize or prize notification is returned as undeliverable, or if a potential winner is found to be ineligible, or if a potential winner does not comply with the Official Rules, then such potential winner may be disqualified and an alternate winner selected by Administrator in his/her place at random from among all eligible non-winning entries received by Administrator for the Giveaway. In such event, an alternate potential prize winner will be notified as described above and will be required to return the required documents to Administrator as described above; provided, however, Sponsor may alter the above timing to meet its Giveaway schedule.

6. PRIZE.

- A. Subject to the terms and conditions of these Official Rules, five (5) prizes will be awarded in this Giveaway. The Approximate Retail Value ("ARV") of all prizes to be awarded in this Giveaway is \$100.
- B. A Prize consists of and is limited to one (1) ticket to the San Diego GF & AF expo. ARV of a Prize is \$20.
- C. A Prize must be accepted as awarded, and prize is awarded "AS IS" with no warranty, representation, or guarantee, express or implied, in fact or in law, made by Sponsor or for which Sponsor shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. No substitution, assignment or transfer of a prize is permitted, except by Sponsor, who reserves the right to substitute a prize with another prize of greater or equal value, including cash. A winner is solely responsible for any and all costs, fees, taxes and expenses associated with prize award, receipt and use, including, without limitation, all federal, state and local taxes on the prize.

7. PUBLICITY. Except where prohibited by law, participation in the Giveaway constitutes each winner's consent to Sponsor's (and its designees', successors' and assigns') use of winner's name, biography, likeness, voice, photographs, video, opinions, statements, hometown, state and country for promotional purposes in any manner or media (including, without limitation, online), worldwide, in perpetuity, and without further payment, consideration, notice, review or consent.

8. GENERAL CONDITIONS. Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Giveaway if, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Giveaway, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond Sponsor's reasonable control corrupt or affect the administration, security,

fairness, integrity or proper conduct of the Giveaway. In such event, Sponsor reserves the right (but does not have the obligation) in its sole discretion to award some or all of the prizes at random from among eligible, non-suspect entries received up to the time of suspected impairment. 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 Giveaway or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of this Giveaway is a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies 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 or any other provision of these Official Rules.

9. RELEASE. By entering, each entrant forever, fully and irrevocably releases and holds harmless Sponsor and Administrator, and their respective parents, subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, affiliates, Giveaway partners and prize suppliers, and Twitter, and all of their respective employees, officers, directors, shareholders and agents from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or entry in the Giveaway and/or entrant's award, receipt or use of any prize awarded in the Giveaway.

10. LIMITATIONS OF LIABILITY. Neither Sponsor nor Administrator are responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, or misdirected entries or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the Giveaway; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Giveaway or the processing of entries; or (f) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Giveaway, or from viewing, playing or downloading any material from Sponsor's or Administrator's website(s), regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to Sponsor's or Administrator's websites by a hypertext link.

11. DISPUTES. Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Giveaway, or any prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in Minneapolis, Minnesota; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of Minnesota for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering this Giveaway but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION 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, or the rights and obligations of entrant or Sponsor in

connection with the Giveaway shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Minnesota, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.

12. ONLINE DATA COLLECTION. Entrants provide personal information to Sponsor and its designees (including Administrator and Application Provider) and not to Twitter, when they enter the Giveaway. Sponsor and its designees collect this information and use it to (a) administer the Giveaway, (b) for market research and (c) for other marketing purposes. Sponsor and its designees may share this information with third parties who need access to this information to perform services on Sponsor's behalf. Sponsor may also share this information with its affiliates and select marketing partners who may use it to contact you with information and offers they believe will be of interest to you.

13. OFFICIAL RULES. These Official Rules are available at www.facebook.com/SunButter at the Giveaway note on the page, or by sending a self-addressed postage-stamped envelope to "GF & AF Expo Ticket Giveaway – Rules Request," c/o The Zimmerman Group, 21940 Minnetonka Blvd, Excelsior, Minnesota 55331. Vermont residents do not need to affix return postage.

14. WINNER'S LIST. To request a list of winners, send a self-addressed postage-stamped envelope to "GF & AF Expo Ticket Giveaway – Winner List Request," c/o The Zimmerman Group, 21940 Minnetonka Blvd, Excelsior, Minnesota 55331. Requests must be received by February 27, 2015.

15. SPONSOR; ADMINISTRATOR. The sponsor of the Giveaway and the address at which the Sponsor may be contacted is: SunButter LLC, PO Box 3022, Fargo, ND, 58108. The Administrator of the Giveaway and the address at which the Administrator may be contacted is: The Zimmerman Group, 21940 Minnetonka Blvd, Excelsior, Minnesota 55331. The Giveaway is in no way sponsored, endorsed or administered by, or associated with, Facebook.