

## **#SUNBUTTERSNACK CONTEST OFFICIAL RULES.**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING. VOID WHERE PROHIBITED. VALID IN THE UNITED STATES AND CANADA ONLY. ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.**

**1. BINDING AGREEMENT:** In order to enter the #SunButterSnackContest (the "Contest"), "Entrant(s)" or "You" must agree to the Official Rules. Therefore, please read these Official Rules ("Rules") prior to entry to ensure you understand and agree. You agree that submission of an entry in the Contest constitutes agreement to these Rules. You may not submit an entry to the Contest and are not eligible to receive the prizes described in these Rules unless you agree to these Rules. These Rules form a binding legal agreement between you and SunButter with respect to the Contest.

**2. ELIGIBILITY:** To be eligible to enter the Contest, an Entrant must: (a) be a legal resident of The United States or Canada; (b) be 18 years of age, or older. Contest is void where prohibited by law. Employees of SunButter ("Sponsor"), The Zimmerman Group ("Administrator") and their respective employees, interns, contractors, and official office-holders of SunButter, and its parent company, subsidiaries, affiliates, and their respective directors, officers, employees, advertising and promotion agencies, representatives, and agents ("Contest Entities"), and members of the Contest Entities' and their immediate families (parents, siblings, children, spouses, and life partners of each, regardless of where they live) and members of the households (whether related or not) of such employees, officers and directors are ineligible to participate in this Contest. The Contest is open only to amateur photographers. No Professional photographers or students applying to or enrolled in a degree program at a photography school may enter. "Professional Photographer" is defined as any person who has received compensation as a source of income for his or her photography.

**3. SPONSOR; ADMINISTRATOR:** The Sponsor of the Contest is SunButter LLC, PO Box 3022 Fargo, North Dakota, 58108 USA. The Administrator of the Contest and the address at which the Administrator may be contacted is: The Zimmerman Group, 21940 Minnetonka Blvd, Excelsior, Minnesota, 55331 USA.

The Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram.

**4. CONTEST PERIOD:** The Contest begins on or about September 1, 2015, and ends October 1, 2015 ("Contest Period"). All dates are subject to change. All online entries must be received by September 30, 2015, 11:59 PM CST. Administrator's computer is the official time keeping device for the Contest.

**5. HOW TO ENTER:** The Contest must be entered by posting a photo on Instagram of a SunButter snack or a snack made with SunButter. To enter, you must 1) Follow @SunButter on Instagram, 2) Tag your Photo with the hashtag #SunButterSnack and tag @SunButter in your Photo, and 3) “Like” SunButter’s #SunButterSnack Contest Photo(s) on Instagram. You must complete all required information and entry steps to be eligible to enter to win the prize. LIMIT: Four (4) entries per person in this Contest. All entries must be received by Sponsor during the Entry Period. You must also be a registered member of the Instagram website or application located at [www.instagram.com](http://www.instagram.com) and in compliance with the Instagram Terms located at <https://help.instagram.com/478745558852511>. Membership on Instagram is free, and can be obtained by visiting [www.instagram.com](http://www.instagram.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 Instagram account. Multiple participants are not permitted to share the same email address or Instagram account. Any attempt by any participant to obtain additional entries beyond the limit by using multiple/different email addresses, Instagram accounts, identities, registrations and logins, or any other methods will void that entrant’s entries and that entrant may be disqualified. 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 Instagram account will be deemed to be the entrant, but only if that person is otherwise eligible to enter the Contest. 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 property of Sponsor and none will be returned, but may be acknowledged for promotion of Contest. 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 or a prize, as are the eligibility, age and other claims of/information provided by a potential prize winner.

**6. REQUIREMENTS.** The Contest Photo (“Photo”) must meet the following criteria (“Photo Requirements”):

- Photo must include any SunButter snack or a snack made with SunButter visible in the photo.
- Photo must not have been previously published, must not be awaiting publication, nor may be submitted for publication consideration during the Contest Period.
- Photo entry must be original and taken by the person entering the

Contest.

- Photo must not include any content that is derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, indecent, sexual, profane, torturous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise does not comply with the theme and spirit of the Contest.
- Photo must not contain content, material or any element that is unlawful, or otherwise in violation of or contrary to all applicable federal, state, or local laws and regulation including the laws or regulations in any state where the sandwich are created.
- Photo must not contain any content, material or element that displays any third party advertising, slogan, logo, trademark or otherwise indicates a sponsorship or endorsement by a third party, commercial entity or that is not within the spirit of the Contest, as determined by Sponsor, in its sole discretion.
- Photo must be an original, unpublished work that does not contain, incorporate or otherwise use any content, material or element that is owned by a third party or entity.
- Photo cannot contain any content, element, or material that violates a third party's publicity, privacy or intellectual property rights.
- Photo is not the subject of any actual or threatened litigation or claim.
- Entrant may not include any disparaging remarks relating to the Sponsor or a third party.
- Entrant must set Privacy Settings on Instagram to "public" for the duration of the Contest. By having a "public" account, SunButter will have visible access to an Entrant's Photo.

During the Contest Period, the Sponsor, its agents and/or the Judges (defined below) will evaluate the Photos to ensure that they meet the Photo Requirements. The Sponsor reserves the right, in its sole discretion, to disqualify any Entrant who submits a Photo that does not meet the Photo Requirements. Incomplete entries or entries not complying with these Rules are subject to disqualification.

**7. JUDGING:** Initial Judging will be done by a qualified panel of judges and will consider the following criteria: (i) Creativity of snack item(s) and (ii) Photo Quality. Final Judging: The top 5 Photos will be judged by a qualified panel of judges who will assign points based on the following criteria and point system: Creativity of snack item(s) (1-10 points), and Photo Quality (1-10 points). The highest scoring Photo entrant will be declared the Winner. The four remaining Photos will be declared runner-ups. In the event of a tie, the winning Photo that has the highest score for Photo Quality will be declared the Winner. Decisions of the judges are final and binding.

**8. WINNER SELECTION AND NOTIFICATION:** On or about October 1, 2015,

winner and runner-ups of the Contest will be selected. Winner will be notified via Instagram within five (5) days following the winner selection. SunButter shall have no liability for a winner's failure to receive notices due to winner's account or security settings or for winner's provision of incorrect or otherwise non-functioning contact information. If the selected winners cannot be contacted, is ineligible, fails to claim the prize within 7 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 Contest 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 CONTEST AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**9. RIGHTS GRANTED BY YOU:** By entering this Contest you understand that SunButter, anyone acting on behalf of SunButter, 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 Photo (including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Contest, and biographical information) as news, publicity or information and for trade, advertising, public relations, SunButter recipe books and promotional purposes without any further compensation.

**10. PRIZES:** Winner will receive one (1) case (includes six jars) of SunButter (variety specified by winner) and runner-ups will receive one (1) jar of SunButter (variety specified by winner). 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 nontransferable. 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 winner is permitted. Acceptance of prize constitutes permission for SunButter to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law. In the event there are not enough eligible entries, not all prizes will be awarded. If a potential winner is unable for whatever reason to accept his or her prize, then SunButter reserves the right to award the prize to another entrant.

**11. GENERAL CONDITIONS:** All federal, state and local laws and regulations apply. SunButter reserves the right to disqualify any Entrant from the Contest if, in SunButter's sole discretion, it reasonably believes that the Entrant has

attempted to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other entrants, SunButter, or the Judges.

**12. PRIVACY POLICY:** Entrants provide personal information to Sponsor and its designees (including Administrator and Application Provider) and not to Instagram, when they enter the Contest. Sponsor and its designees collect this information and use it to (a) administer the Contest, (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. ELIMINATION.** Any false information provided within the context of the Contest by Entrant concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these Rules or the like may result in the immediate elimination of the entrant from the Contest.

**14. INTERNET AND DISCLAIMER.** SunButter is not responsible for any malfunction of the entire Contest Site or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed Photos or votes due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or at the Contest Site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit Entrant's/consumer's ability to participate/vote respectively. SunButter is not responsible for the policies, actions, or inactions of others, which might prevent Entrant from entering, participating, and/or claiming a prize in this Contest. Sponsor's failure to enforce any term of these Rules will not constitute a waiver of that or any other provision. Sponsor reserves the right to disqualify Entrants who violate the rules or interfere with this Contest in any manner. If an Entrant is disqualified, Sponsor reserves the right to terminate that Entrant's eligibility to participate in the Contest.

**15. RIGHT TO CANCEL, MODIFY OR DISQUALIFY.** If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, SunButter reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. SunButter further reserves the right to disqualify any Entrant who tampers with the submission process or any other part of the Contest or Contest Site. Any attempt by an

Entrant to deliberately damage any web site, including the Contest Site, or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, SunButter reserves the right to seek damages from any such Entrant to the fullest extent of the applicable law.

**16. LIMITATION OF LIABILITY:** By entering you agree to release and hold harmless SunButter 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 contest 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.

**17. DISPUTES:** Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, 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 Contest 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 Contest 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, Canada or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.

**18. WINNER'S 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 Zimmerman Group, 21940 Minnetonka Blvd. Excelsior, Minnesota 55331

USA. Requests must be received no later than October 31, 2015.