12 DAYS OF SUNBUTTER GIVEAWAYS OFFICIAL RULES.

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

- 1. Eligibility: The "12 Days of SunButter Giveaways" (the "Sweepstakes") is open only to those who are 18 or older as of the date of entry. The Sweepstakes is only open to legal residents of The United States and Canada and is void where prohibited by law. Employees of SunButter ("Sponsor"), The Zimmerman Group ("Administrator"), and their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members (defined as parents, spouses, children, siblings, grandparents, and their respective spouses) and/or those living in the same household of each are not eligible to win. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void where prohibited. The Sweepstakes, and any website pages and advertisements relating there to, is intended for viewing only within the United States and Canada and entrants must be present in the eligible sweepstakes territory at the time they enter.
- 2. Agreement to Rules: "Entrant(s)" or "You" must agree to the Official 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 SunButter 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: The Sweepstakes entry period begins online starting on December 11, 2015, and ending December 22, 2015 (the "Entry Period"), All online entries must be received December 22, 2015 at 11:59 PM CST. Administrator's computer is the official time keeping device for the sweepstakes.
- **4. How to Enter:** The Sweepstakes must be entered by commenting on an official giveaway post, in correspondence to the posed question on the post, on either the SunButter Facebook or SunButter Instagram pages. LIMIT: One (1) entry per entrant, per platform (Facebook and Instagram), per day, in this Sweepstakes. All entries must be received by Sponsor during the Entry Period. To enter via Facebook, you must be a registered member of the Facebook website located at www.facebook.com and in compliance with the Facebook Terms located at http://www.facebook.com/terms.php. Membership on Facebook is free, and can be obtained by visiting www.facebook.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 Facebook account. To enter via Instagram, you must be a registered member of the Instagram website located at 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 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 Facebook/Instagram account. Any attempt by any participant to obtain additional entries beyond the limit by using multiple/different email addresses, Facebook/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 Facebook/Instagram account will be deemed to be the entrant, but only if that person is otherwise eligible to enter the Sweepstakes. 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 returned, but may be acknowledged for promotion of Sweepstakes. 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.

5. Prizes: One (1) winner per platform (total of two (2) winners each day, one (1) winner via Facebook and one (1) winner via Instagram) will be chosen each day. There will be a total of 24 winners. Prizes are as follows:

12/11/2015: One (1) jar of SunButter Creamy

12/12/2015: One (1) roll of "Made with SunButter" stickers

12/13/2015: One (1) jar of SunButter Organic

12/14/2015: One (1) SunButter On the Go Single Cups canister

12/15/2015: One (1) jar of SunButter No Stir Creamy

12/16/2015: One (1) jar of SunButter Crunch

12/17/2015: One (1) SunButter On the Go Single Cups canister

12/18/2015: One (1) roll of "Made with SunButter" stickers

12/19/2015: One (1) jar of SunButter Natural

12/20/2015: One (1) jar of SunButter No Sugar Added

12/21/2015: Two (2) SunButter On the Go Single Cups canisters

12/22/2015: One (1) 5 lb. tub of SunButter Creamy

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.

- **6. Odds:** The odds of winning depend on the number of eligible entries received.
- 7. Winner selection and notification: On or about December 23, 2015, all 24 winners of the Sweepstakes will be selected in a random drawing under the supervision of the Sponsor. Winners will be notified via Facebook private message and/or Instagram private message 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 spam, junk e- mail or other security settings or for winner's provision of incorrect or otherwise non- functioning contact information. If the selected winner 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 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 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 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:** SunButter 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, SunButter may select the recipients from all eligible

entries received prior to and/or after (if appropriate) the action taken by SunButter. SunButter 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.

SunButter 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, SunButter reserves the right to seek damages from any such person to the fullest extent permitted by law.

- **10. 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 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: Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, 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 Sweepstakes 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 Sweepstakes 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.

- **12. Privacy Policy**: Entrants provide personal information to Sponsor and its designees (including Administrator and Application Provider) and not to Facebook, when they enter the Sweepstakes. Sponsor and its designees collect this information and use it to (a) administer the Sweepstakes, (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 SunButter.com or by sending a self-addressed postage-stamped envelope to: "12 Days of SunButter Giveaways Rules Request," c/o The Zimmerman Group, 21940 Minnetonka Blvd, Excelsior, Minnesota 55331 USA. Vermont residents do not need to affix return postage.
- **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 Zimmerman Group, 21940 Minnetonka Blvd. Excelsior, Minnesota 55331 USA. Requests must be received no later than January 31, 2016.
- **14. Sponsor; Administrator**: The Sponsor of the Sweepstakes is SunButter LLC, PO Box 3022 Fargo, ND 58108 USA. The Administrator of the Sweepstakes and the address at which the Administrator may be contacted is: The Zimmerman Group, 21940 Minnetonka Blvd, Excelsior, Minnesota 55331 USA.

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