## SUNBUTTER GFAF EXPO PHOTO BOOTH SWEEPSTAKES OFFICIAL RULES.

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

1. Eligibility: The "SunButter GFAF Expo Photo Booth Sweepstakes" (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 is void where prohibited by law. Employees of SunButter ("Sponsor"), The Zimmerman Group ("Administrator"), event host, 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 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 February 11, 2017, and ends November 19, 2017 (the "Entry Period").

**4. How to Enter:** The Sweepstakes must be entered at a participating event. View list of participating events here: <u>http://www.sunbutter.com/gfafexpo2017</u>.

1. SHARE your GFAF Expo photo booth image on social media (Facebook, Instagram, or Twitter)

2. TAG #SunButter to enter for a chance to WIN one case (6 jars) of SunButter!

LIMIT: One (1) entry per entrant in this Sweepstakes. All entries must be received by Sponsor during the Entry Period. Any attempt by any participant to obtain additional entries beyond the limit by using multiple/different email addresses, 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. 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 entrant/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) case of SunButter (valued up to \$54.00 including taxes and shipping and other transaction charges that may apply) will be awarded 1-2 days after each event.

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:** Three winners will be selected 1-2 days after each participating event. The winner will be notified via social media private message within two weeks of the final event day. The winners will be selected in a random drawing under the supervision of the Sponsor. 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 guestions 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) 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

SunButterFoodservice.com/Sweeps or by sending a self-addressed postagestamped envelope to: "SunButter GFAF Expo Photo Booth Sweepstakes" c/o The Zimmerman Group, 12701 Whitewater Dr. Suite 120, Minnetonka, MN USA. Vermont residents do not need to affix return postage.

**13**. **Winners List:** To obtain a copy of the winner's names, mail your request along with a stamped, self-addressed envelope to: The Zimmerman Group, 12701 Whitewater Dr. Suite 120, Minnetonka, MN USA. Requests must be received no later than December 31, 2017.

**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, 12701 Whitewater Dr. Suite 120, Minnetonka, MN USA.