

JIMMY DEAN RECIPE GIFT EXCHANGE
OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM THE PRIZE. A PURCHASE OR
PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.**

The Jimmy Dean Recipe Gift Exchange ("Promotion") is sponsored by Tyson Foods, Inc. ("Sponsor"), 400 S. Jefferson St., Chicago IL, 60607 and is administered by Prize Logic, LLC, ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

1. **PROMOTION PERIOD:** The Promotion begins on November 12, 2018 at 12:00 PM Eastern Time ("ET") and ends on December 23, 2018 at 11:59:59 PM ET ("Promotion Period"). The Promotion includes an offer ("Offer") that is available only while supplies last, and a Sweepstakes ("Sweepstakes"). The Administrator's computer is the Promotion official clock.
2. **ELIGIBILITY:** This Promotion is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Sponsor, Administrator, and each of their respective parent companies, employees, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Promotion Entities") and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win the Prize. Employees of Tyson Foods, Inc., and each of its respective subsidiaries or affiliates, immediate family members and persons living in the same household of each, whether or not related, are eligible to receive a Gift, subject to availability. All federal, state, and local laws apply. Void where prohibited or restricted by law.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Promotion. For purposes of the Promotion, an entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical address or e-mail address.

3. **HOW TO PARTICIPATE:** During the Promotion Period, an eligible entrant may visit jimmydeangiftexchange.com ("Website") and provide his/her email address and select the Gift he/she would like to receive in the Offer. Gifts are only available for a limited time, while supplies last. If Gifts are no longer available entrant will not be able to select a Gift upon visiting the Website. See Section 6 below for Offer details and restrictions. Entrant will then be directed to a registration page to complete and submit the registration form including, but not limited to: his/her first and complete last name (no initials), valid, phone number, street address (no P.O. Boxes will be allowed), city, state, zip code, and date of birth. Once entrant completes the registration and agrees to the Official Rules he/she must follow the links and instructions to upload a photograph of a recipe he/she made using Jimmy Dean® Sausage. **NOTE: A purchase is not required. See Section 3(A) for free alternate method of entry instructions.** Upon the successful submission of the registration information and photo upload, an entrant will receive one (1) entry into the Sweepstakes. There is a limit of one (1) entry during the Promotion Period. If more than one (1) entry is received from the same person, telephone number and/or e-mail address, the additional entries will be disqualified.
 - A. Alternate Method of Entry: To enter the Sweepstakes without uploading a photo and without purchasing a product, eligible entrants may hand-write his/her complete name (no initials), valid e-mail address, street address (P.O. Boxes not accepted), city, state, ZIP code, telephone

number, and date of birth (MM/DD/YYYY) on a 3½"x5" card ("Mail-In Entry") and mail it with sufficient postage to: Jimmy Dean Recipe Gift Exchange, P.O. Box 251328, West Bloomfield, MI 48325. All Mail-In Entries must be postmarked no later than December 26, 2018, and received on or before January 2, 2019, in order to be eligible. Entrant will receive one (1) Sweepstakes entry upon receipt of a valid Mail-In Entry.

Mail-In Entries must be legibly hand-written. Mechanical reproductions, postage-due, Mail-In Entries mailed in an envelope or sent in excess of the entry limits set forth below will not be accepted. Mail-In Entries received without a verifiable and legible return address will be deemed incomplete and not valid entries.

Entry Limit: Regardless of the method of entry, there is a limit of one (1) entry per person during the entire Promotion Period. If more than one (1) entry is received from the same person, telephone number and/or e-mail address, only the first entry received may be considered valid.

IMPORTANT: MESSAGE AND DATA RATES MAY APPLY IF AN ENTRANT ENTERS THE PROMOTION ON HIS/HER MOBILE DEVICE. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THIS PROMOTION. ENTRANTS SHOULD CONSULT THEIR WIRELESS PROVIDER'S PRICING PLANS. MOBILE ENTRY IS NOT REQUIRED TO ENTER OR WIN THE PRIZE.

4. RANDOM DRAWING: On or around January 3, 2019, the Administrator will randomly select one (1) potential winner from all eligible entries received during the Promotion Period. The winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules.

5. SWEEPSTAKES PRIZE, APPROXIMATE RETAIL VALUE ("ARV"), AND ODDS OF WINNING:

A. Prize (1): The Sweepstakes prize is a replica Jimmy Dean diamond-studded and gold belt buckle ("Prize"). There will be one (1) Prize available in the Sweepstakes.

B. ARV: The ARV of the Prize is \$10,000.

C. Odds: The odds of winning the Prize depend on the number of eligible entries received during the Promotion Period.

6. OFFER DETAILS AND GIFTS: There will be three thousand five hundred ninety (3,590) Gifts available in the Offer. In no event will more than the stated number of gifts be awarded. Gift selection is available on a first come first serve basis. Sponsor will make best efforts to award the specific Gift selected, but the Gift entrant will receive will be based on availability and determined by Sponsor in its sole discretion. Gifts will only be awarded to the first three thousand five hundred ninety (3,590) entrants who submit an approved photo as set forth in Section 8 below. If entrant receives a Gift, he/she will be notified at the email address provided upon registration with instructions on how to claim his/her Gift. Gifts will be fulfilled within 6-8 weeks after notification. Unclaimed Gifts will not be awarded. There is a limit of one (1) Gift per person/household. The following Gifts are available:

Gift	Quantity	ARV
Jimmy Dean Glass-blown Ornament with box	3,350	\$8

Sausage-Scented Wrapping Paper	100	\$30
Handsome Holiday Apron	100	\$40
Jimmy Dean Holiday Record	40	\$20

7. HOW TO CLAIM THE PRIZE: After the random drawing, Administrator will notify the potential winner via e-mail at the e-mail address provided at the time of registration. Before being declared the Sweepstakes Prize winner the potential Sweepstakes Prize winner will be required to execute an Affidavit of Eligibility/Liability & Publicity Release and tax acknowledgment (“Affidavit”). The potential Sweepstakes Prize winner must return a fully executed and notarized Affidavit to the Sponsor or its authorized designee within ten (10) calendar days from the date it is postmarked as being sent to the potential winner or the Prize may (in Sponsor’s sole discretion) be forfeited. If the potential Sweepstakes Prize winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a prize, or in the event that the potential winner fails to provide any requested documentation or the executed and notarized Affidavit within the ten (10) calendar day deadline, the Prize may be forfeited. If the Prize is forfeited, the Prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver the Prize, the Prize may not be re-awarded. Prize will be mailed to the verified winner at the street address provided at the time of registration within approximately 6 to 8 weeks after verification. The winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes. Sponsor will issue an IRS Form 1099-MISC to the winner.

Sponsor will attempt to notify the potential winner as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a winner’s privacy or spam filter settings which may divert any Promotion e-mail, including any winner notification e-mail, to a spam or junk folder. Prize that is unclaimed, unredeemed, or returned as undeliverable will not be awarded. The right to receive the Prize is non-assignable, non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute the Prize of equal or greater value in case of unavailability of the Prize or force majeure, at Sponsor’s sole and absolute discretion. Promotion Entities shall not be held responsible for any delays in awarding the Prize for any reason.

8. PHOTO GUIDELINES AND REQUIREMENTS: By submitting a photo, entrant grants Sponsor and its agents an unlimited, worldwide, irrevocable, perpetual license and right, but not obligation, to publish, reproduce, exhibit, use, publicly display, distribute, edit, crop or otherwise exploit and create derivative works of the photo (as well as any name or likeness embodied therein) in any way, in any and all media, now known or hereafter devised, without limitation, and without further consideration or approvals. Each entrant waives any intellectual property rights, publicity/privacy rights or other legal or moral rights relating to such use. BY SUBMITTING A PHOTO, ENTRANT AGREES THAT THE PHOTO, ALONG WITH HIS/HER FIRST NAME, AND LAST INITIAL, MAY BE POSTED ON THE WEBSITE, OTHER SOCIAL MEDIA PLATFORMS, INCLUDING BUT NOT LIMITED TO OTHER PAGES ON FACEBOOK, TWITTER, ETC., THE INTERNET, TELEVISION, RADIO, AND PRINT AT SPONSOR’S SOLE DISCRETION, AND ENTRANTS ACKNOWLEDGE THAT THEIR ENTRIES MAY BE REPOSTED BY THE PUBLIC OR OPEN TO PUBLIC COMMENTARY, FOR WHICH SPONSOR AND THE PROMOTION ENTITIES SHALL NOT BE LIABLE.

- Photo must be in one of the following formats: .JPEG, .JPG, .GIF, or .PNG;
- Photo must not exceed 8 MB;
- Photo must only show entrant’s prepared recipe; Photos submitted that include images of

- people or other things will not be accepted;
- Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights, including copyright infringement, or legal or moral rights of any third party, living or deceased;
- Must not disparage Sponsor, Administrator or any other person or party affiliated with the promotion and administration of this Promotion;
- Must not include any personally identifiable information;
- Must be the original work of the entrant and must not contain images or artwork, music, quotes, parodies or other materials not created by entrant;
- Must not feature brand names, logos or trademarks other than Sponsor's trademarks in any other element of the entry or image, which Sponsor has granted, as respect to the Sponsor's trademarks, entrant a limited license to use for purposes of this Promotion;
- Must not have been submitted previously in a promotion or contest of any kind and has not been exhibited or distributed currently or previously in any media;
- Must not contain, facilitate, reference, or use material that is fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous;
- Must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
 - i. gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
 - ii. the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products;
 - iii. the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way;
- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age; and
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the photo was created.

NOTE: If any photo fails to comply with any of these Guidelines and Requirements or any other provisions of these Official Rules, Sponsor/Administrator reserve the right to disqualify the entrant and he/she will not be eligible to win.

Once a photo is submitted in the Promotion it may be made available on Sponsor's social media accounts or other websites for viewing by the general public and any such posting will be deemed made at the direction of the Entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act.

9. LIMITATION OF LIABILITY: By participating in this Promotion, entrants agree that the Promotion Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network

accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Promotion; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Promotion and/or accepting the Prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Promotion Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Promotion, each entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Promotion, including, but not limited to, any Promotion-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Promotion; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of the Prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more prizes or gifts be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical, administrative, printing, production, computer or other errors, there are more winners or gift recipients than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winner or gift recipient.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE PRIZE/GIFTS, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

10. DISPUTES: THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE COOK COUNTY, ILLINOIS. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION

OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN COOK COUNTY, ILLINOIS. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROMOTION PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

11. **PRIVACY:** Sponsor's privacy policy is available at <https://www.jimmydean.com/privacy-policy>.
12. **PUBLICITY RIGHTS:** By participating in the Promotion and/or accepting the Prize or a Gift, each entrant agrees to allow the Sponsor and/or the Sponsor's designee the perpetual right to use his/her name, address (city and state), biographical information, photos, picture, portrait, likeness, voice, and/or statements regarding the Promotion and/or Sponsor for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, including, but not limited to, live television, worldwide, on the World Wide Web and Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
13. **GENERAL:** Any attempted form of participation in this Promotion other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Promotion; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Promotion. Any attempted form of participation in this Promotion other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any prize/gift that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each entrant may be required to show proof of being an authorized account holder. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence,

or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Official Rules shall prevail.

14. WINNERS LIST: For a list of the winners, mail a self-addressed stamped business envelope to: Winner List, - Jimmy Dean Recipe Gift Exchange Promotion, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received no later than February 23, 2019.

© 2018 Tyson Foods, Inc. All rights reserved.