

## **SUNBUTTER ON THE GO SINGLE CUPS SWEEPSTAKES OFFICIAL RULES**

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

**1. ELIGIBILITY:** The “SunButter On The Go Single Cups Sweepstakes” (the “Sweepstakes”) is open only to those who submit by I) Participating Products Entry or II) No Purchase Entry, and 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”), World Contract Packagers (“Packager”), DOT Foods (“Distributor”), Word Press (“Application Provider”), 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. Entrants must be present in the eligible sweepstakes territory at the time they enter.

**2. AGREEMENT TO 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 or about June 23, 2015, and ending September 30, 2015 (the “Entry Period”). All mail entries must be postmarked by September 30, 2015. Administrator’s computer is the official time keeping device for the sweepstakes.

**4. HOW TO ENTER:** There are two ways to enter the Sweepstakes.

- I. **PARTICIPATING PRODUCTS ENTRY:** Winning Sweepstakes Tickets (“Tickets”) with unique Personal Identification Number (PIN)/codes are affixed inside the lid of SunButter On the Go Single Cup Packages (“Canister”). Canisters without a Ticket are not winning canisters. Participating Product availability is subject to participating store listings and to inventory at participating stores. If a Ticket is obtained after 11:59:59 AM (CST) on September 30, 2015 the ticket cannot be redeemed and is null and void. If you obtain a Ticket, follow the instructions on the Ticket to visit the website to enter contact information and winning PIN/code. The Administrator will respond to confirm prize.
- II. **NO PURCHASE ENTRY:** To enter the Sweepstakes without making a purchase, on an 8.5" x 11" plain piece of paper, handwrite your full name, age, complete mailing address including postal code and e-mail address and mail it to: "SunButter On The Go Single

Cups Sweepstakes Contest Entry Request” – c/o The Zimmerman Group, 21940 Minnetonka Blvd. Excelsior, MN, 55331. Each entry will be randomly assigned to a Virtual SunButter On the Go Single Cups Canister that may contain a Winning Sweepstakes Ticket (“Ticket”), while supplies last. On or before October 15, 2015, Administrator will contact winning entrant(s) via email. Each “No Purchase Entry” request must be mailed in a separate envelope with sufficient postage, and must be postmarked by September 30, 2015 to allow for sufficient processing time. No photocopies or other reproductions will be accepted. Limit one (1) request per day, while supplies last.

Sponsor shall have no liability for an entrants’ failure to receive notices due to entrants’ spam, junk e-mail or other security settings or for winner’s provision of incorrect or otherwise non-functioning contact information.

LIMIT: All entries must be received by Sponsor during the Entry Period. An entrant must be the rightful owner (or have authorized use) of the winning Ticket. Multiple participants are not permitted to share one Ticket. Any attempt by any participant to obtain additional entries beyond the limit by using multiple/different 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. Administrator and Sponsor are 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 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 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. Each PIN/code can only be entered once during the Contest Period. Each PIN/code entry into the Contest must be made with a unique SunButter PIN/code legitimately obtained in accordance with these Official Rules. **Potential winners may be required to submit their Ticket with PIN/code (found under the product cap or inside a Canister) and/or original SunButter PIN/code reply e-mail (for no purchase entry) in order to be awarded a prize.** SunButter PIN/codes have no cash surrender value nor may they be used for any purpose other than as specified in these Official Rules. Failure to return the valid, original, physical PIN/code to Contest Sponsor within the timeframe and manner requested by Contest Sponsor may result, at the sole and absolute discretion of Contest Sponsor, in the disqualification of the applicable PIN/code and entrant’s disqualification from the Contest.

**5. PRIZES:** A total of fourteen (14) prizes are available to be won during the Sweepstakes Period as more specifically described below. One Grand Prize winner will receive one (1) \$1,000 Target® GiftCard. Two Runners up will receive one (1) \$500 Target® GiftCard each. One Runner up will receive one (1) \$250 Target® GiftCard. Ten Honorable Mention winners will receive one (1) \$100 Target® GiftCard each. 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. HOW TO CLAIM A PRIZE:**

Eligible participating products prize winners or his/her parent or legal guardian (where a potential winner is not of the age of majority in his/her state or territory), will submit Winning Prize form ("Prize form") via webpage indicated on sweepstakes Ticket within fifteen (15) business days of receiving his/her Ticket including completing the Contest Sponsor Prize Form as defined in Rule 7 and 8 below. Any unclaimed Participating Products Prizes as of October 31, 2015 will not be awarded.

Delivery of Participating Products Prizes: Participating Products Prizes will be shipped within six (6) to eight (8) weeks of receiving a "Congratulations" message. Shipped Prizes shall NOT be insured and the Contest Sponsor shall not assume any liability for lost, damaged or misdirected Prizes. If any Prize is returned as undeliverable for any reason whatsoever, the winner will forfeit his/her Prize and the Prize will not be re-awarded nor re-delivered at a later date.

**7. WINNER CONFIRMATION:** To be confirmed, a Winner or his/her parent or legal guardian (where the potential winner is under the age of majority in his/her state or territory) must: (i) submit Prize form available at the URL indicated on Sweepstakes Ticket; (ii) sign and return via e-mail or fax within the indicated time frame ("Prize Claim Date"), Contest Sponsor's Declaration of Compliance with these Contest Rules and a Release of Liability and Publicity Release form; (iii) if requested, produce to Contest Sponsor his/her original Sweepstakes Ticket which matches his/her winning contest entry. Failure to provide an original Sweepstakes Ticket upon request by Contest Sponsor may result in the entrant's disqualification from the Contest and he/she will forfeit all rights to receive the prize; and (iv) if applicable, sign and return the Guest Prize Form within the time specified.

If the person holding a winning PIN/code cannot be contacted, is ineligible, fails to claim the prize by October 31, 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. PRIZE CLAIM DATE:** All prizes must be claimed by the Prize Claim Date, October 31, 2015, which is reiterated within e-mail notifications. If any eligible entrant and/or his/her parent or legal guardian does not reply to the e-mail within the indicated time frame, or if any e-mail is returned as undeliverable, or cannot be reached within the timeframe specified above, is not in compliance with these Official Rules, declines the prize won, or fails to return the Prize Form (and any other documents, as applicable) by the Prize Claim Date, the eligible prize will be forfeited by the eligible entrant and/or his/her parent or legal guardian and the eligible entrant and/or his/her parent or legal guardian will be disqualified and will forfeit the prize without any liability to the Contest Sponsor. Prizes will be awarded subject to these Official Rules, upon receipt of the properly completed and executed Prize Forms (where applicable) and verification of prize winners.

**9. ODDS:** There is a fourteen (14) in 19,384 chance of winning, either by participating product or no purchase entry method.

Prior to the start of the Contest, fourteen (14) Sweepstakes PINs/Codes were randomly assigned for No Purchase Entries or Canister Insertion. On The Go Canisters will be anonymously, naturally dispersed by the Distributor. On The Go Canisters will be available at Target retail stores nationwide. As "No Purchase" entries are received, PINS/codes will be randomly assigned to the individual entries.

**10. RIGHTS GRANTED BY YOU:** By entering this Sweepstakes 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.

**11. TERMS:** SunButter reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes should (in its sole discretion) a computer virus, computer 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.

**12. 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.

**13. 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.

**14. PRIVACY POLICY:** Entrants provide personal information to Sponsor and its designees (including Administrator and Application Provider). 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.

**15. OFFICIAL RULES:** These Official Rules are available by sending a self-addressed postage-stamped envelope to: "SunButter On The Go Single Cups Sweepstakes – Official Rules Request," c/o The Zimmerman Group, 21940 Minnetonka Blvd. Excelsior, MN 55331. Vermont residents do not need to affix return postage.

**16. WINNERS LIST:** To obtain a copy of the winner's list, mail your request along with a stamped, self-addressed envelope to: "SunButter On The Go Single Cups Sweepstakes – Winner's List Request," c/o The Zimmerman Group, 21940 Minnetonka Blvd. Excelsior, MN 55331. Requests must be received no later than October 31, 2015.

**17. SPONSOR, ADMINISTRATOR:** The Sponsor of the Sweepstakes is SunButter LLC, PO Box 3022 Fargo, ND 58108. The Administrator of the Sweepstakes and the address at which the Administrator may be contacted is: The Zimmerman Group, 21940 Minnetonka Blvd, Excelsior, MN 55331.