

**Ball Park® Brand Sweepstakes
Official Rules**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. Ball Park® Brand Sweepstakes (the "Sweepstakes") begins at 9:00:01 AM Eastern Time ("ET") on May 24, 2022 and ends at 11:59:59 PM ET on June 23, 2022 (the "Sweepstakes Period"). The Sweepstakes contains a game of chance. The computer clock of the Sponsor (defined below) is the official time-keeping device in the Sweepstakes.

This Sweepstakes uses the Instagram™ app and is not endorsed or certified by Instagram or Instagram, Inc. All Instagram™ logos and trademarks displayed on this Sweepstakes are property of Instagram, Inc.

- 1. ELIGIBILITY:** The Sweepstakes is open only to legal residents of 50 United States (excluding Puerto Rico) and the District of Columbia, who are above the age of eighteen (18) and the legal age of majority in their state or district of primary residence as of date of entry. Employees, officers and directors of Tyson Foods, Inc. ("Sponsor"), The Ogilvy Group, pep Promotions, Realtime Media LLC ("Administrator") and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies, (collectively, "Sweepstakes Parties") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Sweepstakes. By participating, you agree to these Official Rules and to the decisions of the Sponsor, which are final and binding in all respects. Entries are void in any state not listed above and where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.

- 2. HOW TO ENTER THE SWEEPSTAKES:** To enter, log in to your Instagram account (must be made public), and comment on the Sweepstakes post found on <https://www.instagram.com/ballparkbrand/> with a hotdog emoji and the hashtags #Sweepstakes and #HotDogHelmet and follow the brand on Instagram. The comment including the hotdog emoji and the hashtags #Sweepstakes and #HotDogHelmet is your "Entry". Creating an Instagram account is free. **Limit of one (1) Sweepstakes Entry per person throughout the Sweepstakes Period.**

REQUIREMENTS OF ENTRIES: Entries may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- Is sexually explicit; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- Promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- Is obscene or offensive; endorses any form of hate or hate group;
- Appears to duplicate any other submitted entries;
- Defames, misrepresents or contains disparaging remarks about other people or companies;
- Contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- Contains any individuals other than you and your friends, and/or any materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without providing legal releases for such use in a form satisfactory to Sponsor;
- Contains look-alikes of celebrities or other public or private figures, living or dead;
- Communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or
- Violates any law.

By submitting an Entry, you represent and warrant that your Entry is original to you and its contents do not infringe upon or violates the rights of any third party, including any copyrights, trademarks, rights of privacy, publicity or other intellectual property.

3. **SWEEPSTAKES DRAWING/ODDS:** On or about June 24th, 2022, the Administrator will conduct random drawings from all eligible Entries received within the Sweepstakes Period and select one hundred and fifty (150) Sweepstakes winners. Odds of winning a Sweepstakes prize depends on the number of eligible Entries received.
4. **WINNER NOTIFICATION:** Potential winners will be notified via direct message on their Instagram account from the Sponsor of the Sweepstakes. Potential winners will also be required to send the Administrator their contact information consisting, but not limited to, the following: Full Name, Full Address, Email Address, and Phone Number, via a prize claim form. The potential prize winners will be notified within three (3) business days of winner selection or as soon as reasonably practiceable. Potential winners will have three (3) calendar days to respond to winning notification before forfeiting their prize. Potential winner becomes the "Winner" only after verification of eligibility by Sponsor. If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and an alternate winner will be selected from among all remaining entries for that drawing.
5. **PRIZES/PRIZE RESTRICTIONS:** One Hundred and Fifty (150) prizes will be awarded during the Sweepstakes, consisting of:
 - One (1) Hot Dog Helmet Gift Box

The Approximate Retail Value ("ARV") of each Sweepstakes prize is \$75.00

The total ARV of all Sweepstakes Prizes is \$11,250.00

PRIZE RESTRICTIONS: Prizes will be awarded only upon winner redemption, confirmation, verification and final approval by Sponsor. No substitution, transfer of any prize or cash alternative permitted, except by Sponsor who reserves the right, in its sole discretion, to substitute a prize of equal or greater value, if prize, or portion of prize, becomes unavailable. Sweepstakes Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes.

PRIZES ARE AWARDED "AS IS" WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE SWEEPSTAKES PARTIES. ALL PRIZE DETAILS ARE AT SPONSOR'S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE WINNERS' SOLE RESPONSIBILITY.

6. **OWNERSHIP OF ENTRIES:** By submitting an Entry, you agree to be bound by these Official Rules and grant Sponsor an exclusive, fully paid-up and royalty-free, worldwide license to use, modify, delete from, add to, publicly perform, publicly display, reproduce and translate your Entry, including without limitation the right to distribute all or part of your Entry in any media formats through any media channels. By submitting an Entry, you consent to the use, by Sponsor, its affiliates, subsidiaries, parents, and licensees, of your name, likeness, and image, in connection with the Event and Sponsor's related marketing activities, in any media or format now known or hereafter invented, in any and all locations, without any payment to or further approval from you. You also represent that you have obtained such consent and/or releases from any other individuals contained in your Entry, and agree to obtain such written consents and provide them to Sponsor upon request. You agree that this consent is perpetual and cannot be revoked. For

uses beyond the consent that you grant above, you agree that Sponsor's use of your personal data will be governed by the Privacy Policy posted on the Sponsor website.

- 7. GENERAL:** Each winner hereby expressly grants to the Sweepstakes Parties and their respective designees all rights to use and publish his/her name, likeness (photographic or simulated), voice, and province of residence for all purposes, including without limitation, advertising, marketing, Sweepstakes and publicity purposes in connection with this Sweepstakes ("Advertising"), in any and all media now or hereafter devised, worldwide in perpetuity, without any form of notice or any amount or kind of compensation or permission, except where prohibited by applicable law. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient's name, likeness or voice under contract, tort or any other theory of law. The Sweepstakes Parties do not assume any responsibility for any disruption in the Sweepstakes Parties, including but not limited to the failure or interruption of Instagram or any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Sweepstakes materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In no event will more prizes be awarded than those listed in Rule #5. All federal, state, and local laws and regulations apply. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Sweepstakes Parties and may be changed from time to time without notice. The Sweepstakes Parties reserve the right to cancel or modify the Sweepstakes at any time without notice. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning Entry. If, in Sponsor's sole determination, a dispute cannot be resolved, the Entry will be deemed ineligible. Entries generated by a script, macro or other automated means will be disqualified. Entries that are incomplete, garbled, or corrupted are void and will not be accepted.
- 8. CONDUCT:** By participating in this Sweepstakes, you agree to be bound by these Official Rules and the decisions of the Sweepstakes Parties, which shall be final, binding and non-appealable in all respects. Failure to comply with these Official Rules may result in disqualification. The Sweepstakes Parties reserve the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Sweepstakes, or to be acting in any manner deemed by the Sweepstakes Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Sweepstakes Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE SWEEPSTAKES PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- 9. LIMITATIONS OF LIABILITY:** The Sweepstakes Parties assume no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Entries, URLs, or emails; (b) any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Entries or registrations at any point in the operation of this Sweepstakes; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Sweepstakes; (e) inaccessibility or unavailability of the Internet or the Web Site or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with

the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of Entries, social networking posts, or registrations, the announcement of the prizes, or in any other Sweepstakes-related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Sweepstakes. If, for any reason, the Sweepstakes (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, then the Sweepstakes Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. If terminated, the Sweepstakes Parties will award the prizes from among all non-suspect, eligible Entries received for the Sweepstakes up to the time of such action.

- 10. RELEASES:** All participants, as a condition of participation in this Sweepstakes, agree to release, hold harmless and indemnify Instagram and the Sweepstakes Parties from and against any and all liability, claims, damages, or actions of any kind whatsoever for injuries, damages, death, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with (i) participation in any aspect of the Sweepstakes, (ii) the receipt, ownership or use of the prize awarded, (iii) participant's registration material on any related website, or (iv) any typographical or other error in these Official Rules.
- 11. CHOICE OF LAW AND JURISDICTION:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and administrator in connection with this Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Arkansas, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Arkansas or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of Arkansas. Any action seeking legal or equitable relief arising out of or relating to the Sweepstakes or these Official Rules shall be brought only in the courts of the State of Arkansas. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.
- 12. PRIVACY:** Except as noted in these Official Rules, information collected for this Sweepstakes is used only for the purpose of Sweepstakes administration and winner notification and will not be re-used, sold or shared in any manner by the Sweepstakes Parties or any third parties unless you have elected to receive additional information or Sweepstakes material from the Sponsor, or a third party. By participating in the Sweepstakes, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://www.tysonfoods.com/privacy-policy>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.
- 13. TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner.
- 14. WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed, stamped envelope for receipt by July 15th, 2022 to Ball Park® Brand Sweepstakes Winners List Request, c/o Realtime Media, 1001 Conshohocken State Road, STE 2-100, West Conshohocken, PA 19428.

SPONSOR: Tyson Foods, Inc. 2200 W. Don Tyson Pkwy. Springdale, AR 72762.

ADMINISTRATOR: Realtime Media LLC, 1001 Conshohocken State Road, STE 2-100, West Conshohocken, PA 19428