

**Tyson Brand Halloween Sweepstakes
Official Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. The Tyson Brand Halloween Sweepstakes (the "Sweepstakes") begins at 12:00:01 AM Eastern Time ("ET") on October 4, 2022 and ends at 11:59:59 PM ET on October 14, 2022 (the "Sweepstakes Period"). The computer clock of the Sponsor (defined below) is the official time-keeping device of the Sweepstakes.

This Sweepstakes uses Instagram™ 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. All questions, comments or complaints regarding the Sweepstakes should be directed to Tyson Foods and not to Instagram.

1. **ELIGIBILITY:** The Sweepstakes is open only to legal residents of the 48 contiguous United States (excluding Alaska and Hawaii) and the District of Columbia, who, at the time of entry, have reached the age of majority in their state of residence as of date of entry. Employees, officers and directors of Tyson Foods, Inc. ("Sponsor"), 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. 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: INSTAGRAM ENTRY:** There are two (2) ways to enter the Sweepstakes:
 - a. **INSTAGRAM:** To participate, log into your Instagram account (must be made public) and look for the Instagram page @tysonbrand. Follow the brand page and look for the Sweepstakes post (to be posted on/about October 4, 2022). Respond to the Sweepstakes post with the emoji of the shape you are most excited to try (🍷 🍷 🍷) and the campaign hashtags, #TysonSpookyNuggets and #Sweepstakes, and tag a friend. Collectively, (1) by following the @tysonbrand brand page; (2) responding to the Sweepstakes post comment with the emoji of the shape you are most excited to try (🍷 🍷 🍷) and the campaign hashtags, #TysonSpookyNuggets and #Sweepstakes; and (3) tagging a friend, are your "Entry".
 - b. **ALTERNATE METHOD OF ENTRY:** As an alternative mode of entry ("AMOE"), hand-print your full name, full mailing address, email address, phone number, and birth date on a plain 3x5 inch paper. Mail your completed entry to Realtime Media, Attn: Tyson Brand Halloween Sweepstakes Entry, 1001 Conshohocken State Road, Suite 2-130, Conshohocken, PA 19428. Each entry must be mailed separately in a hand-addressed, stamped envelope. No photocopied or mechanically reproduced entries will be accepted. No responsibility is assumed for lost, late, incomplete, illegible, misdirected or postage-due entries. No responsibility is assumed for (i) technical, electronic, telephone, hardware, software or network, computer or data transmission errors, malfunctions or difficulties of any kind or (ii) any incorrect data contained in any sweepstakes entry. Mail-in entries must be postmarked no later than October 14, 2022 and received by October 19, 2022 to be eligible for the drawing. All entries become the property of Sponsor and will not be returned or acknowledged..

**Limit of one (1) Sweepstakes Entry per person throughout the Sweepstakes Period,
regardless of method of entry.**

3. **SWEEPSTAKES DRAWING/ODDS:** On or about October 20, 2022 the Administrator will conduct a random drawing from all eligible Entries received within the Sweepstakes Period and select two hundred and fifty (250) Sweepstakes Prize winners. Odds of winning a Sweepstakes prize depend on the number of eligible Entries received.

4. **WINNER NOTIFICATION:** The potential prize winners will be notified by direct message or email within three (3) business days of winner selection or as soon as reasonably practicable. Potential winners will have two (2) 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:** Two hundred and fifty (250) Sweepstakes Prizes will be awarded during the Sweepstakes, each consisting of one (1) limited edition bag of Tyson® Spooky Nuggets.

The Approximate Retail Value ("ARV") of each Sweepstakes Prize is \$10.00

The total ARV of all prizes is \$2,500.00

PRIZE RESTRICTIONS: Limit of one (1) Sweepstakes Prize per person, per household. All Sweepstakes prizes will be fulfilled approximately four (4) to six (6) weeks after the Sweepstakes has ended. 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. **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, promotional 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 Instagram 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 Instagram account 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.

- 7. 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.
- 8. 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.
- 9. 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, 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, including any travel associated with any prize, (iii) participant's registration material on any related website, or (iv) any typographical or other error in these Official Rules.
- 10. 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.

- 11. 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 promotional 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> and the Administrator's Privacy Policy, which is available at <https://privacy.rtm.com/PrivacyPolicy.pdf>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.
- 12. 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.
- 13. WINNERS LIST:** To receive the list of prize winners, send a #10 self-addressed, stamped envelope for receipt by October 31, 2022 to: Tyson Brand Halloween Sweepstakes Winners List Request, c/o Realtime Media, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428.

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

ADMINISTRATOR: Realtime Media LLC, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428; <https://www.rtm.com/>; <https://privacy.rtm.com/PrivacyPolicy.pdf>