

**Tyson® Brand Friendsgiving Sweepstakes  
Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.** Tyson Brand Friendsgiving Sweepstakes (the "Promotion") begins at 9:00:01 AM Eastern Time ("ET") on November 15, 2021 and ends at 11:59:59 PM ET on November 29, 2021 (the "Promotion Period"). The Promotion contains a game of chance ("Sweepstakes"). The computer clock of the Sponsor (defined below) is the official time-keeping device in the Promotion.

*This promotion uses Instagram™ and is not endorsed or certified by Instagram. All Instagram™ logos and trademarks displayed on this promotion are property of Instagram.*

- 1. ELIGIBILITY:** The Promotion is open only to legal residents of the 50 United States (excluding Puerto Rico) and the District of Columbia, who are 18 years of age or older 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, "Promotion 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 Promotion. 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 PROMOTION:** To enter, log in to your Instagram account (must be made public), follow @tysonbrand, and post a photo of your Friendsgiving spread with the hashtags #tysonfriendsgiving and #Sweepstakes, as well as mention the account @tysonbrand (collectively the brand follow, photo, associated hashtags #tysonfriendsgiving and #Sweepstakes hashtags, and the @tysonbrand mention, are your "Entry"). **Limit of one (1) Sweepstakes Entry per person throughout the Promotion 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 the 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 November 30, 2021, the Administrator will conduct random drawings from all eligible Entries received within the Promotion Period and select one (1) Grand Prize winner. Odds of winning a Promotion prize depend on the number of eligible Entries received.
4. **WINNER NOTIFICATION:** If user has enabled direct messaging on their Instagram account, potential winners will be notified via direct message on their Instagram account from the Sponsor of the promotion. If the user does not have direct messaging enabled through their Instagram account, the potential winners will receive prize notification via a comment on their submitted Instagram photo from the Sponsor of the promotion with a call to action to email the promotion administrator based on the email address provided in the comment on Instagram. Once the user emails the administrator, they will be required to upload a specific photo given by the administrator to their Instagram account, and then the user must notify the administrator once the photo has been posted. The user will also be required to send the administrator their contact information consisting, but not limited to, the following: Full Name, Email Address, and phone number, via a prize claim form. The potential prize winner will be notified within three (3) business days of winner selection or as soon as reasonably practiceable. Potential winners will have three (3) days to respond to winning notification before forfeiting their prize. Potential winner will be sent an Affidavit of Eligibility/Liability Release via email. All forms must be completed, signed and returned to Administrator within seven (7) days of date of issuance. 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 (1) Grand Prize will be awarded during the Promotion, as described below.

**GRAND PRIZE (1):** One (1) Grand Prize will be awarded, consisting of a trip for ten (10) (winner and nine (9) guests) to Austin, Texas. Prize package includes:

- Round-trip coach air transportation for winner and guests from a major airport, as determined by Sponsor, near the winner's home within the continental U.S. to Austin, Texas
- Five (5) double occupancy standard rooms for four (4) days/three (3) nights
- One (1) \$1,000 Uber Gift Card
- \$3,000 in spending money awarded in the form of ten (10) AMEX Gift Cards
- \$5,000 cash to assist with taxes on prize, awarded in the form of a check

**The Approximate Retail Value ("ARV") of the Grand Prize is \$23,250.00**

**GRAND PRIZE RESTRICTIONS:** Actual prize value depends on the location of the winner's residence and dates of travel. Travel must be reserved before December 31, 2022 or prize will be forfeited and Sponsor will have no further obligation to such winner. Any difference between stated value and actual value will not be awarded. Winner is responsible for any transportation not specifically noted in these rules. Winner and guests must travel together on the same itinerary and are responsible for obtaining all necessary travel documents prior to travel. Certain restrictions, as determined by Sponsor, may apply. Sponsor will attempt to accommodate winner's preferred itinerary, but all specifics thereof will be at Sponsor's discretion. If winner and guests cannot comply with these restrictions or any other portion of these Official Rules, the prize will be forfeited in its entirety and an alternate winner will be chosen. Winner and travel guests must travel from major airport closest to the winner's residence, as determined by Sponsor, in its sole discretion. In the event that the winner's residence is within 100 miles of Austin, Texas, ground transportation

only, not air travel, will be provided. Any picture identification requirements associated with air travel are the winner and travel guests' responsibility. Travel arrangements must be made through Sponsor's agent and on a carrier of Sponsor's choice. Flight details are subject to availability and airline carrier's regulations and conditions apply. The trip may not be combined with any other offer and travel may not qualify for frequent flyer miles. Promotion Entities are not responsible for lost or mutilated tickets and none will be replaced. Airline tickets are non-refundable, non-transferable, and are not valid for upgrades. All prize and trip itinerary specifications will be determined at the sole discretion of Sponsor. If any portion of the prize is not available for any reason then the Sponsor reserves the right to substitute that portion of the prize with another prize of comparable or greater value. Guest must be of legal age of majority in his/her jurisdiction of residence (and at least 18), unless the child or legal ward of winner, and must complete and return a publicity and liability release within five (5) days of date of issuance. If guest is the child or legal ward of the winner, winner must execute and return all required documents on behalf of such child or legal ward. All federal, state and local taxes and any other costs and expenses associated with prize acceptance and use not listed herein as part of the prize including, without limitation, ground transportation (other than that specified above as included in prize), luggage fees, souvenirs, miscellaneous hotel expenses, food, and gratuities are the sole responsibility of winner.

**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. Promotion 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 PROMOTION 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. If you are deemed the "Winner" you also agree to provide Sponsor with a photo of your Austin, TX trip, and grant Sponsor an exclusive, fully paid-up and royalty-free, worldwide license to publicly display the photo in any media formats through any media channels. 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 Promotion 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 Promotion ("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 Promotion Parties do not assume any responsibility for any disruption in the Promotion Parties, including but not limited to the failure or interruption of Facebook or any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Promotion 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 Promotion Parties and may be changed from time to time without notice. The Promotion Parties reserve the right to cancel or modify the Promotion 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 Promotion, you agree to be bound by these Official Rules and the decisions of the Promotion Parties, which shall be final, binding and non-appealable in all respects. Failure to comply with these Official Rules may result in disqualification. The Promotion 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 Promotion, or to be acting in any manner deemed by the Promotion Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Promotion 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 PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION 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 Promotion 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 Promotion; (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 Promotion; (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 Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Entries, social networking posts, or registrations, the announcement of the prizes, or in any other Promotion-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 Promotion. If, for any reason, the Promotion (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 Promotion, then the Promotion Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. If terminated, the Promotion Parties will award the prizes from among all non-suspect, eligible Entries received for the Promotion up to the time of such action.

- 10. RELEASES:** All participants, as a condition of participation in this Promotion, agree to release, hold harmless and indemnify Facebook, Instagram, and the Promotion 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 Promotion, (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.
- 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 Promotion, shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Illinois or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of Illinois. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the State of Illinois. 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 Promotion is used only for the purpose of Promotion administration and winner notification and will not be re-used, sold or shared in any manner by the Promotion 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 Promotion, 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. A 1099 tax form (preceded by a W9 Form) will be issued to the Grand Prize Winner.
- 14. WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed, stamped envelope for receipt by December 15, 2021 to Tyson Brand Friendsgiving Sweepstakes Winners List Request, c/o Realtime Media, 1001 Conshohocken State Road, STE 2-100, West Conshohocken, PA 19428.

**SPONSOR:** Tyson Foods INC. 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