## 100% Angus and Frank Giveaway GIVEAWAY TERMS AND CONDITIONS

- **1. Eligibility:** 100% Angus and Frank Giveaway (the "Giveaway") is open to legal residents of the fifty (50) United States (including D.C.), eighteen (18) years old or older at the time of entry, who have the words "angus" or "frank" in their Twitter handle or name. Employees of Tyson Foods, Inc., MWW Group LLC, HelloWorld, Inc., and their parent and affiliate companies, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee, are not eligible. Void where prohibited.
- **2. Timing:** Giveaway begins on June 21, 2016 at 8:00 a.m. Eastern Time ("ET") and ends either when ten thousand (10,000) Reward Coupons are given away or at June 25, 2016 at 12:00 p.m. ET, whichever occurs first (the "Giveaway Period"). Sponsor's computer is the official time-keeping device for the Giveaway.
- **3.** How to Receive a Reward Coupon: To participate, you must have a Twitter account. Your Twitter handle or name must contain the words "angus" or "frank" and your account settings must be set to "unprotected" and/or "public" in order for your Tweets to be viewable by Sponsor and its agents. The words "angus" and "frank" must remain in your Twitter handle or name from the time of your eligible Tweet until you receive confirmation you have successfully claimed a Reward Coupon.

Take the following actions during the Giveaway Period:

- (1) Follow @ballparkbrand; and
- (2) Tweet from your eligible Twitter handle the hashtag #BallParkAngusGiveaway.

Upon completing these actions during the Giveaway Period, you will be notified by @Ballparkbrand via a Direct Message on Twitter within 1-2 business days after you have posted your qualified Tweet. You will be required to provide your full name, valid email address, and mailing address to confirm your eligibility and for prize fulfillment purposes within one (1) day of the date of notice to claim your Reward Coupon. If you cannot be contacted, fail to provide the contact information within the required time period, prematurely remove the words "angus" or "frank" from your Twitter handle or name, or your Reward Coupon is returned as undeliverable, you forfeit the Reward Coupon.

Reward Coupon: a coupon for one (1) package of Ball Park Angus Beef Franks (original, bunsize or lean) valued at up to \$5.99, expiration date of August 6, 2016.

<u>Limit</u>: Each participant may receive one (1) Reward Coupon. Multiple participants are not permitted to share the same Twitter account. Any attempt by any participant to obtain more than one (1) Reward Coupon by using multiple/different Twitter accounts or any other methods may result in disqualification. The Reward Coupon will be fulfilled within four (4) weeks after the end of the Giveaway Period.

- **4. Sponsor:** Tyson Foods, Inc., 2200 W. Don Tyson Parkway, Springdale, AR 72762. **Administrator:** HelloWorld, Inc., 3000 Town Center Drive, Suite 2100, Southfield, MI 48075.
- **5. Release:** By receipt of the Reward Coupon, participant agrees to release and hold harmless Sponsor, Administrator, MWW Group LLC, Twitter, Inc. and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and offer suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Giveaway or receipt or use or misuse of the Reward Coupon or the Ball Park Franks..

- **6. Publicity:** Except where prohibited, participation in the Giveaway constitutes recipient's consent to Sponsor's and its agents' use of recipient's name, Twitter handle (and profile photo), likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.
- **7. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Giveaway, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Giveaway, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the registration process or the operation of the Giveaway or to be acting in violation of these Terms and Conditions or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Giveaway may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.
- 8. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participants, printing errors or by any of the equipment or programming associated with or utilized in the Giveaway; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the registration process or the Giveaway; (4) technical or human error which may occur in the administration of the Reward Coupon or the processing of registrations; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in the Giveaway or receipt or use or misuse of any Reward Coupon.
- 9. Disputes: Except where prohibited, participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Giveaway or any Reward Coupon awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway, but in no event attorneys' fees; and (3) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, indirect, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the participant and Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.
- **10. Participant's Personal Information:** Information collected from participation is subject to Sponsor's Privacy Policy <a href="http://www.tysonfoods.com/Privacy-Policy.aspx">http://www.tysonfoods.com/Privacy-Policy.aspx</a> and Administrator's Privacy Policy <a href="http://www.helloworld.com/privacy-policy">http://www.helloworld.com/privacy-policy</a>.
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