

## **TYSON® PRODUCTS WINTER TO GO OFFER**

### **TERMS AND CONDITIONS**

**OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA, WHO ARE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY.**

**VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

**VALID WHILE SUPPLIES LAST.**

The Tyson® Products Winter To Go Offer (“Offer”) is sponsored by Tyson Foods, Inc. (“Sponsor”), 2200 Don Tyson Parkway, Springdale, AR 72762, and is administered by Prize Logic, LLC (“Administrator”), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. OFFER PERIOD & OFFER DETAILS:** The Offer begins at or about 12:00 PM Eastern Time (“ET”) on February 6, 2017 and ends at 11:59:59 PM ET on April 15, 2017, or when 5,000 Offer Items are awarded (“Offer Period”). The Administrator’s clock will be the official timekeeper for this Offer.
- 2. ELIGIBILITY:** The Offer is available only to legal residents of the fifty (50) United States and the District of Columbia, who are at least eighteen (18) years old at the time of entry. Employees, directors, officers, and agents of Sponsor, Administrator, InMarketing Services, and each of their respective parent companies, divisions, dealers, affiliates, subsidiaries, distributors, advertising and promotional agencies and suppliers involved in the Offer (“Offer Entities”), as well as the members of each of their immediate families (spouse, parents, children, siblings, and in-laws) and persons residing in the same household as such individuals are not eligible to participate. Void where prohibited or restricted by law. Participation constitutes participant’s full and unconditional agreement to these Terms and Conditions and Sponsor’s decisions and interpretations, which are final and binding in all matters related to the Offer.
- 3. HOW TO PARTICIPATE:** During participating store hours within the Offer Period, a participant must purchase in a single transaction any two (2) eligible Tyson®, State Fair®, or Jimmy Dean® products (see Section 8 below for a list of eligible products), while supplies last, at a Walmart Supercenter or Walmart Neighborhood Market stores (“Qualifying Purchase”). After making a Qualifying Purchase, a participant must visit [www.TysonFreeMovieNight.com](http://www.TysonFreeMovieNight.com) (“Website”) and enter the requested information to register for the Offer which includes, but is not limited to, complete first and last name (no initials), street address, city, state, ZIP Code, date of birth, email address and agreement to these Terms and Conditions. Participant must follow the on-screen prompts to upload a photograph of the original register receipt showing the Qualifying Purchase. It is recommended that participant first print his/her complete name on the original register receipt, sign and date the receipt before uploading the receipt. Each participant must circle the Qualifying Purchase item on the original receipt before uploading the receipt. The file must be in .JPEG, .JPG, .GIF, or .PNG format and may not exceed 5 MB in size. Upon receipt of a valid registration form and Qualifying Purchase receipt a participant will, subject to verification of eligibility and compliance with these Terms and Conditions, be

sent two (2) Redbox promotional codes via email each valid for a one (1) night standard definition DVD rental ("Offer Item"). Promotional codes expire 5/15/2017 at 11:59 p.m. CT. Limit: One (1) code per rental transaction, regardless of number of rentals. One (1) time use only. Code valid online, on the official Redbox mobile app or at the box in the amount of the discount stated off of the first night's rental fee for a DVD. Not valid for prior rentals. **Your payment card (necessary for any rental) will be charged the full daily rental rate for any additional items, plus applicable tax (except for jurisdictions that do not require sales tax to be charged or collected) for the first rental night, if applicable, and will be charged the full daily rental fee for all items plus applicable tax (except for jurisdictions that do not require sales tax to be charged or collected) for each day you don't return your rental by 9:00 pm local time (at the box) after first rental night.** Void where prohibited by law. Code must not be copied, sold or otherwise offered. Any other use constitutes fraud. Can't be combined with other offers. Not redeemable for cash. Subject to cancellation or change at any time. Offer Items will be sent to the email address provided when registering within approximately 48 hours from verification of the Qualifying Purchase receipt. The approximate retail value ("ARV") of each Offer Item is \$3.00 (\$1.50 per code). No more than five thousand (5,000) Offer Items will be available during the Offer Period.

Prior to submitting the Offer Claim Form and the original Qualifying Purchase receipt, it is strongly recommended that participants print and maintain the original or a photocopy for themselves of all materials submitted.

**If participating using a mobile device, message and data rates may apply.** Not all mobile telephone providers carry the service necessary to participate in this Offer. If an entry is deemed valid and is received while Offer Items are still available, participant will receive an email response with two (2) promotional codes for the Offer Item. If an entry is deemed invalid, is received after the Offer Period expires or Offer Items are no longer available, participant will receive an email so indicating.

**Limit:** Limit ten (10) Offer Items per household during the Offer Period. **A Qualifying Purchase receipt may only be used once to receive an Offer Item. A Qualifying Purchase receipt may not be used by more than one (1) participant. Offer Items expire May 15, 2017.** Offer Items subject to terms and conditions. Offer claims subject to verification at Sponsor's sole discretion. Sponsor reserves the right to substitute an item of equal or greater value in case of unavailability of the Offer Item or force majeure. Offer Items are non-transferrable and may not be bought, bartered, or sold. Offer Items are void and will be rejected if not obtained in accordance with these Terms and Conditions or if any part of an Offer Item is mutilated, counterfeited, forged or tampered with in any way. If an Offer Item contains printing, typographical, mechanical or other errors, Sponsor's sole liability is limited to replacement with another Offer Item, while supplies last. The Offer Entities are not responsible for any undelivered e-mails, including without limitation, e-mails that are not received because of a participant's privacy or spam filter settings that may divert any Offer Item delivery e-mail or other Offer related e-mail to a spam or junk folder.

- 4. LIMITATION OF LIABILITY:** By participating in this Offer, participants agree that the Offer Entities, and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released

Parties”) are not responsible for: (i) lost, late, incomplete, stolen, misdirected, undeliverable e-mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/Website/UseNet accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information, Qualifying Purchase information, or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access; (vii) any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Offer; and (viii) requests that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Terms and Conditions.

By participating in the Offer, each participant agrees: (i) to be bound by these Terms and Conditions; (ii) to waive any rights to claim ambiguity with respect to these Terms and Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Offer; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Offer, including, but not limited to, any Offer-related activity or element thereof, and the participant's requests, participation or inability to participate in the Offer or using the Offer Item; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, receipt, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of any Offer Item (or any component thereof); (d) any change in the Offer Item (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed Offer Item (or any element thereof); or (h) the negligence or willful misconduct by a participant.

If, for any reason, the Offer is not capable of running as planned, or the integrity and or feasibility of the Offer is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a “Force Majeure” event or occurrence), Sponsor reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Offer and/or proceed with the Offer in a manner it deems fair and reasonable. In the event of cancellation, Sponsor will honor requests received up to the time of such cancellation, while supplies last. If Sponsor, in its discretion, elects to alter this Offer as a result of a Force Majeure event, a notice will be posted at [www.TysonFreeMovieNight.com](http://www.TysonFreeMovieNight.com).

**WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS OFFER IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF**

**MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.**

- 5. DISPUTES:** THIS OFFER IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“AAA RULES”). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS’ FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. PARTICIPANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY PARTICIPANT AND/OR PROGRAM ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROGRAM PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.
- 6. PRIVACY POLICY:** Any personally identifiable information collected during a participant’s participation in the Offer will be collected by Sponsor or its designee and used by Sponsor, its affiliates, designees, agents and marketers for purposes of the proper administration and fulfillment of the Offer as described in these Terms and Conditions and as otherwise set forth in Sponsor’s privacy policy available at <http://www.tysonfoods.com/privacy-policy>.
- 7. GENERAL:** This Offer is subject to all federal, state and local laws and regulations. Receiving any Offer Item is contingent upon fulfilling all requirements set forth herein. Offer valid for individual consumers only; requests from groups, clubs or organizations and fraudulent requests will not be honored. Offer Items have no cash value. Any attempted form of participation in this Offer other than as described herein is void and will result in disqualification. Sponsor reserves the right to disqualify any individual found, in its sole and absolute opinion, to be tampering with the operation of the Offer, to be acting in violation of these Terms and Conditions or to be acting with the intent to disrupt the normal operation of the Offer. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Offer will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE OFFER OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS OFFER IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of a dispute as to the identity of a participant, the request will be declared made by the authorized account holder of the

email address used to participate in the Offer. "Authorized account holder" is defined as the natural person who is assigned to an email address by the internet service provider. Each participant may be required to show proof of eligibility and compliance with these Terms and Conditions. If any provision of these Terms and Conditions or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Terms and Conditions valid and enforceable. The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All materials submitted will not be returned. In the event of any conflict with any Offer details contained in these Terms and Conditions and the Offer details contained in any promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Offer as set forth in these Terms and Conditions shall prevail. Redbox Automated Retail, LLC is solely a prize provider for this offer.

**8. QUALIFYING PRODUCTS:** The following **Tyson®** products are eligible for the Offer:

<b>Product Description</b>	<b>Item UPC</b>
Jimmy Dean® 10 count Maple Sausage Biscuit	0007790031142
Jimmy Dean® 12 count Sausage Egg and Cheese Biscuit	0007790047129
Jimmy Dean® 12 count Pancakes and Sausage	0007790033496
Jimmy Dean® 12 count Sausage Egg and Cheese Croissant	0007790049000
Jimmy Dean® 4 count Chicken Biscuit Sandwich	0007790050239
Jimmy Dean® 5 count Pancakes and Sausage	0007790033525
Jimmy Dean® 8 count Bacon Egg and Cheese Biscuit	0007790050178
Jimmy Dean® 8 count Canadian Bacon Egg and Cheese English Muffin	0007790052454
Jimmy Dean® 8 count Ham and Cheese Croissant	0007790050176
Jimmy Dean® 8 count Pancakes and Sausage Griddle Cake	0007790050312
Jimmy Dean® 8 count Sausage Egg and Cheese Biscuit	0007790050311
Jimmy Dean® 8 count Sausage Egg and Cheese English Muffin	0007790050177
Jimmy Dean® 8 count Sausage Egg and Cheese Croissant	0007790050308
Jimmy Dean® Delights 4 count Bacon Egg and Cheese English Muffin	0007790050242

Jimmy Dean® Delights 4 count Sausage Egg and Cheese Croissant	0007790050257
Jimmy Dean® Delights 4 count Sausage Egg and Cheese English Muffin	0007790050241
Jimmy Dean® 10 count Hot and Spicy Sausage Biscuit	0007790031140
Jimmy Dean® Hash Browns Meat Lovers	0007790019282
Jimmy Dean® Hash Browns Sausage and Cheese	0007790019281
Jimmy Dean® Hash Browns Bacon and Veggies	0007790019283
Jimmy Dean® 12 count Pancakes and Sausage Blueberry	0007790033494
Jimmy Dean® 12 count Pancakes and Sausage French Toast	0007790013776
Jimmy Dean® Homestyle Sausage Biscuit	0007790031135
State Fair® 16 count Corn Dogs	0007106816205
State Fair® 16 count Beef Individually Wrapped Corn Dogs	0007106821078
State Fair® 30 count Individually Wrapped Corn Dogs	0007106816061
State Fair® 46 count Classic Mini Corn Dogs	0007106841024
State Fair® 22 count Individually Wrapped Corn Dogs	0007106816024
Tyson® Chicken Nuggets	0002370002847
Tyson® Chicken Tenders	0002370001451
Tyson® Chicken Fun Nuggets	0002370001452
Tyson® Honey Battered Tenders	0002370001412

Customer service inquiries may be made at [Contact Us](#).