



## Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

**1. Eligibility.** The Ball Park Brand #SummerNow Sweepstakes (the "Sweepstakes") **is open only to legal residents of the fifty (50) United States and the District of Columbia (excluding Alaska, Florida, Hawaii, and New York), who are at least eighteen (18) years of age and the age of majority in their state of residence.** Void in Alaska, Florida, Hawaii, New York, outside of the 50 United States and the District of Columbia, and where prohibited, taxed or restricted by law. Employees, officers and directors of Tyson Foods, Inc. ("Sponsor") and its subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of promotion materials, and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees, officers and directors are not eligible to enter. **You are not authorized to participate in the Sweepstakes if you are located in Alaska, Florida, Hawaii, or New York,** or are located outside the 50 United States or the District of Columbia. All federal, state and local laws and regulations apply.

**2. Timing.** The Sweepstakes begins at 12:00:00 a.m. Eastern Daylight Time ("EDT") on May 11, 2021 and ends at 11:59:59 p.m. EDT on May 20,

periods, one for entries submitted via Change.org (“Entry Period 1”), and one for entries submitted via Twitter and Instagram (“Entry Period 2”) (each, an “Entry Period”) outlined in the chart below. At the end of the Sweepstakes Period, seventy-five (75) Grand Prizes will be awarded in a final random drawing. See below for random drawing details. Each Entry Period starts at 12:00:00 a.m. EDT on the Start Date and ends at 11:59:59 p.m. EDT on the End Date stated below. Sponsor’s computer is the official time-keeping device for the Sweepstakes.

<b>Entry Period</b>	<b>Start Date</b>	<b>End Date</b>
Entry Period 1 Change.org	5/11, 2021	5/19, 2021
Entry Period 2 Twitter/Instagram	5/20, 2021	5/20, 2021

**3. How to Enter.** During the Sweepstakes Period, you can enter in three ways. **Limit one (1) entry per person, per entry method.** There are three (3) entry methods listed below, so there are **no more than three (3) entries per person.** To enter:

**a. Entry Period 1 – Sign Our Petition at Change.org.** During Entry Period 1, go to Change.org and sign Ball Park’s petition to Start Summer 2021 Now. As part of signing the petition entrants will be required to provide their email address.

**b. Entry Period 2 –Twitter/Instagram.** During Entry Period 2, take a photo (“Photo”) and/or write a caption in 280 characters or less (“Caption”) which describes how you’re celebrating #SummerNow (“Theme”) and upload your Photo or Caption with the hashtags #Sweepstakes and #SummerNow via one or both of the following methods:

**i. Via Twitter:** Log onto your Twitter account and Tweet your Photo and/or Caption with the hashtags

#Sweepstakes and #SummerNow. You must be an active holder of a non-private Twitter account to be eligible to enter this Sweepstakes via Twitter (i.e., you must make sure your tweets are set to “public” and not “private”). You must have a Twitter account to enter via this method. If you do not have a Twitter account, you can create one by visiting [www.twitter.com](http://www.twitter.com). Twitter accounts are free.

**ii. Via Instagram:** Access the Instagram application on your mobile device, and post your Photo and/or Caption with the hashtags #Sweepstakes and #SummerNow. You must make sure the “Photos Are Private” option in the account settings on your Instagram account are set to “OFF”. You must have an Instagram app and account to enter via this method. If you do not have the Instagram app, you may download it through the application store on your device. The Instagram app is free.

If you choose to enter via Twitter or Instagram using your mobile device, standard data fees may apply. You should consult your wireless service provider's pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier. You should also check your device's features for capabilities and check the device manual for specific use instructions.

All entry information, photos, videos, captions, tweets and posts shall be collectively referred to herein as the “Submissions” or each as a “Submission.” Submissions must comply with the Guidelines and Restrictions defined below.

**Each Entry Period 1 entrant, if selected as a potential Winner, upon opportunity to review and agree to these Official Rules, and each Entry Period 2 entrant by entering, warrants and represents the following with respect to entrant’s Submission: (a) entrant is the sole and exclusive owner of the Submission; (b) the Submission**

**will not infringe on any rights of any third parties; and (c) any third parties appearing in the Submission have given entrant appropriate consent to be photographed and used as permitted herein. Sponsor reserves the right to request releases from any third parties appearing in any Submissions at any time. Failure to produce third party releases upon Sponsor's request may result in disqualification, as determined by Sponsor is its sole and absolute discretion.**

Providing a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, on a worldwide basis, in perpetuity, and to incorporate it into other works, in any form, media or technology now known or later developed, for any purpose whatsoever, including for promotional or marketing purposes.

**Limit one (1) entry per person, per entry method.** There are three (3) entry methods, so there are **no more than three (3) entries per person.** Entrants are not permitted to submit a Submission more than once per entry method during the Sweepstakes Period. Duplicate Submissions within the same entry method by the same person will be subject to disqualification. All terms and conditions of Change.org, Twitter.com, and Instagram.com apply. Multiple entrants are not permitted to share the same Change.org, Twitter, or Instagram account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Change.org, Twitter, or Instagram accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any Change.org, Twitter or Instagram account, the authorized account holder of the email address used to register on the platform will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible

for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Proof of submission will not be deemed to be proof of receipt by Sponsor. By entering the Sweepstakes, entrants fully and unconditionally agree to be bound by these rules and the decisions of Sponsor, which will be final and binding in all matters relating to the Sweepstakes.

**4. Submission Guidelines and Content Restrictions:** By entering the Sweepstakes, each entrant agrees that entrant's Submission conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may remove any Submission and disqualify an entrant or Submission from the Sweepstakes if it believes, in its sole discretion, that the entrant's Submission fails to conform to the Guidelines and Restrictions.

**Submission Guidelines:**

- The Submission must not exceed 280 characters in length.
- The Submission must be primarily in English.

**Content Restrictions:**

- The Submission must not contain material that violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights;

- The Submission must not disparage Sponsor or any other person or party;
- The Submission must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations of the United States or of any jurisdiction where Submission is created;
- The Submission must be consistent with the image and values of Sponsor and be consistent with and satisfy the purpose of the Sweepstakes.

Each entrant acknowledges that other entrants may have used ideas and/or concepts in their Submission that may be similar in idea or concept to what is included in entrant's Submission. Each entrant understands and agrees that he/she shall not have any claim against any other entrant or Sponsor arising out any such similarity or be entitled to any compensation because of any such similarity.

Sponsor's decisions are final and binding in all matters relating to this Sweepstakes, including, but not limited to, interpretation and application of these Official Rules. By entering the Sweepstakes, entrants fully and unconditionally agree to be bound by these rules and the decisions of the Sponsor, which will be final and binding in all matters relating to the Sweepstakes.

**5. Random Drawing/Odds.** Winner(s) will be selected in a random drawing from all eligible entries received on or about May 27, 2021. Odds of winning depend on the number of eligible entries received for the drawing. Drawing will be conducted by Sponsor's representatives. By entering the Sweepstakes, entrants fully and unconditionally agree to be

bound by these rules and the decisions of the Sponsor, which will be final and binding in all matters relating to the Sweepstakes.

**6. Prize(s).** Seventy-five (75) Grand Prize(s): Each Winner will receive a kit full of summer essentials: an inflatable splash pool, pool float, pool noodle, visor, apron, pair of flip flops, and sunscreen. Approximate retail value ("ARV") of Grand Prize: \$329.85.

Total ARV of all prizes combined: \$24,738.75. Prize(s) is/are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. All taxes and unspecified expenses are the responsibility of winner(s). Limit one Grand Prize per person or household.

**7. Notification.** Potential winner(s) will be notified on or about May 27, 2021 and may be required to sign and return, where legal, an Affidavit of Eligibility, Liability/Publicity Release and/or rights transfer document within five (5) calendar days of receipt. Additionally, winner(s) may be required to obtain releases from any and all third parties appearing in their respective Submissions.

- If a Twitter entrant is a potential winner, he/she will be notified by a retweet or reply to potential winner's Submission and/or a Twitter direct message (note: in order to receive such direct message, potential winner may have to have their Twitter Privacy settings "checked" to "Allow Messages requests from everyone").
- If an Instagram entrant is a potential winner, he/she will be notified by a direct message and/or by Sponsor posting a comment to the potential winner's Submission on his/her Instagram account (note: in order to receive such direct message, potential winner must have their account set to public). Potential winner(s) will be required to email Sponsor's

or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

**9. Additional Terms.** Any attempted form of entry other than as set forth above is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Sweepstakes, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Sweepstakes should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, Sponsor may select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or web site. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND

representative within five (5) calendar days in order to claim their prize.

If any potential winner cannot be contacted within five (5) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if any potential winner rejects his/her prize or in the event of noncompliance with these Sweepstakes rules and requirements, such prize will be forfeited and may be awarded to an alternate (time-permitting). Upon prize forfeiture, no compensation will be given.

**8. Conditions.** BY PARTICIPATING, ENTRANTS AND WINNERS AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, ANY PROMOTIONAL PARTIES, CHANGE.ORG, TWITTER, INSTAGRAM AND THEIR ADVERTISING AND PROMOTIONS AGENCIES AND THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND DIRECTORS (COLLECTIVELY, "RELEASED ENTITIES"), FROM ANY AND ALL LIABILITY, FOR LOSS, HARM, DAMAGE, INJURY, COST OR EXPENSE WHATSOEVER INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH WHICH MAY OCCUR IN CONNECTION WITH, PREPARATION FOR, TRAVEL TO, OR PARTICIPATION IN THE SWEEPSTAKES, OR POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF PRIZE OR PARTICIPATION IN ANY SWEEPSTAKES-RELATED ACTIVITY AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION. Any and all federal, state and local taxes are the sole responsibility of the winners. Participation in Sweepstakes and acceptance of prize constitutes each winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information, and/or any statements made by each winner regarding the Sweepstakes or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. Entrants who do not comply with these Official Rules, or attempt to interfere with this Sweepstakes in any way shall be disqualified. Sponsor is not responsible if Sweepstakes cannot take place

SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**10. Limitation of Liability; Disclaimer of Warranties.** IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ACCESS TO AND/OR USE OF ANY SITES ASSOCIATED WITH THE SWEEPSTAKES AND/OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY SITES ASSOCIATED WITH THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND ALL PRIZES ARE 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. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**11. Disputes; Governing Law.** The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Contest. Any controversy or claim arising out of or relating to these Official Rules and/or the Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of Illinois, City of Chicago.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF

THE STATE OF ILLINOIS WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Contest, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to Cook County in the State of Illinois. The parties agree not to raise the defense of forum non conveniens.

**12. Use of Data.** Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review Sponsor's privacy policy <https://www.tysonfoods.com/privacy-policy>. In addition, entrants who enter via Entry Period 1 on Change.org will be subject to Change.org's privacy policy. Please review Change.org's privacy policy at <https://www.change.org/policies/privacy>. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's and Change.org's privacy policies.

**13. Name of Winner/List of Winners.** To obtain a list of winners, send a self-addressed, stamped envelope by June 24, 2021 to:

Ogilvy  
Attn: Tyson Team – Winners List  
333 North Green Street, 15th Floor  
Chicago, IL 60607

**14. Sponsor.** Tyson Foods, Inc., 2200 W Don Tyson Pkwy, Springdale, AR 72762.

**THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, TWITTER OR INSTAGRAM. YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND NOT TO TWITTER OR INSTAGRAM.**