

**\*\*\*\*OFFICIAL SWEEPSTAKES RULES\*\*\*\***

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES**

**VOID WHERE PROHIBITED BY LAW**

**SWEEPSTAKES PERIOD: BEGINS AT 04/1/22, 12 PM. (ET) AND ENDS AT 6/20/22, 12:00 PM (ET)**

**Sponsor.** The **Organic Bring it Home Sweepstakes** (the “Sweepstakes”) is sponsored by Stonyfield Farm, Inc., 10 Burton Drive, Londonderry, NH (“Sponsor” or “Stonyfield”).

**Eligibility.** Open only to legal residents of the United States (excluding Alaska, Hawaii, Puerto Rico, and all other U.S. territories and possessions outside of the United States and where otherwise prohibited by law) who (i) are 18 years of age or older at the time of entry in the Sweepstakes (or in the case of legal residents of jurisdictions where the age of majority is greater than 18 years of age, such age of majority under the laws of the jurisdiction in which they reside at the time of entry. Employees, officers, directors, agents, representatives, and independent contractors (and their immediate family members and members of the same households (whether related or not) of Sponsor, Sponsor’s parent and affiliated companies, and Sponsor’s advertising/promotional agencies, are not eligible to participate. Subject to all federal, state, and local laws and regulations. Void in Alaska, Hawaii, Puerto Rico, and all other U.S. territories and possessions outside of the United States and where prohibited by law or restricted by such laws, including but not limited to jurisdictions with laws that would require registration and/or trust account or posting of a bond, or any other requirements that have not been satisfied.

**Application of Rules.** All entrants must review and agree to these Official Rules. By entering the Sweepstakes, each entrant warrants that entrant has read and agrees to abide and be bound by these Official Rules and that entrant is not prohibited from participating in the Sweepstakes. Entrants agrees that Sponsor retains full authority, in its sole discretion, to interpret and administer these Official Rules, and to be bound by all decisions and interpretations made in good faith by Sponsor.

**Sweepstakes Entry.** The Sweepstakes begins at 12:00 P.M. Eastern Time (ET) on April 1, 2022 and ends at 12:00 P.M. (ET) on June 20, 2022 (the “Sweepstakes Period”). Sponsor’s computer is the official timekeeping device for this Sweepstakes. Limited to one (1) entry per entrant during the Sweepstakes Period regardless of whether entrant has more than one email address. All entries in excess of this limit will be deemed void.

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR TO WIN THE SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

To enter, visit the Sweepstakes website: <https://hello.stonyfield.com/organic-bring-it-home-prizes> (the “Sweepstakes Website”) during the Sweepstakes Period. Navigate to the Sweepstakes entry page. Follow the instructions on the entry page, and both (i) complete the entry form, including your full name, e-mail address, and zip code, and (ii) confirm that you are 18 years of age or older at the time of entry in the Sweepstakes (or in the case you reside in a jurisdiction where the age of majority is greater than 18 years of age such age of majority under the laws of that jurisdiction) and that have read and agree to abide by these Official Rules. Online entries must be completed and received by 12:00 P.M. (ET) on June 20, 2022. All entries must be submitted through the Sweepstakes Website and received within the Sweepstakes Period. Proof of submission of an entry shall not be deemed proof of receipt by the Sponsor. All required elements of an entry must be submitted at the same time. Only fully completed entries are eligible.

If there is a dispute regarding the identity of the person submitting an entry, the entry will be deemed submitted by the Authorized Account Holder of the e-mail address submitted at the time of entry, regardless of the individual that submitted the entry. For entry purposes, the Authorized Account Holder is defined as the natural person who is assigned the e-mail address by the Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning the e-mail addresses for the domain associated

with the e-mail address submitted with the entry. The potential winner may be required to show proof of being the Authorized Account Holder.

By submitting an entry, each entrant opts in to receive via e-mail Sponsor's newsletter and/or other information related to Sponsor's products, programs and/or promotional activities. An entrant may opt-out/unsubscribe from such communications at any time by checking the unsubscribe link located within each e-mail communication received from Sponsor. An entrant may also opt-out of receiving these communications at any time by contacting Sponsor through its Contact Us page located at <https://www.stonyfield.com/contact-us/>.

Entries that have been generated by a script, macro, bot, or any other automated means will be deemed void. Entrants may not register with multiple e-mail addresses nor may entrants use multiple devices or artifices to enter the Sweepstakes as multiple entrants. Any entrant who attempts to enter with multiple accounts under multiple identities will be disqualified in Sponsor's sole discretion.

Neither Sponsor nor its service providers are responsible for lost, late, incomplete, illegible, mutilated, inaccurate, or misdirected entries, or for any problems of any kind whether mechanical, human or electronic, including, but not limited to, computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, failures, connections, availability or garbled or jumbled transmissions, or service provider/Internet/web site/use net accessibility or availability, traffic congestion, or unauthorized human intervention. Sponsor reserves the right to suspend or terminate the Sweepstakes in the event of any such problem. Sponsor is not responsible for any change of mailing address of entrants.

Entries not in compliance with these Official Rules will be disqualified. Sponsor shall have the absolute right to determine if an entry is in compliance with these Official Rules without notice to the person attempting to enter.

In addition to complying with the foregoing requirements, to be eligible, each entrant must also be able to make the warranties and representations set forth in the Warranties and Representations section below.

**Warranties and Representations.** By submitting an entry, each entrant warrants and represents to Sponsor that (a) the information contained in the entry is true and correct in all material respects and that Sponsor may rely on such information in its efforts to comply with applicable laws and regulations; (b) entrant has all of the rights and authority necessary to submit the entry in the Sweepstakes in compliance with these Official Rules, including the right to contract in entrant's own name and the right to grant the rights granted hereunder; (c) at the time of submitting the entry or any time thereafter, the entry does not and will not contravene any contractual, legal or other obligation, of entrant.

**Use of Entrant Information.** As permitted by law and in accordance with these Official Rules, each entrant agrees that Sponsor may use the information that entrant provides in connection with the Sweepstakes for the purposes and within the context of the Sweepstakes, for Sponsor's internal purposes, and for any other purposes outlined in these Official Rules. In the event of a conflict between these Official Rules and Sponsor's Privacy Policy available at <https://www.stonyfield.com/privacy-statement/>, to the extent it applies, these Official Rules shall control.

**Selection of Winner.** Each eligible entry submitted during the Sweepstakes Period will be entered into a random drawing to be held at the conclusion of the Sweepstakes Period. One potential winner will be selected at random by Sponsor, whose decision will be final and binding, from all eligible entries received during the Sweepstakes Period within forty-eight hours after the Sweepstakes Period ends. Odds of winning depend on the number of eligible entries received during the Sweepstakes Period.

In the event a winning entry is discovered to be invalid for any reason whatsoever or the person who submitted the winning entry either fails to comply with these Official Rules prior to delivery of the prize or refuses the prize, or any portion thereof, the prize will be forfeited and awarded to an alternate winner selected at random from the remaining eligible entries at Sponsor's discretion. An alternate winner will be selected at random from the remaining eligible entries until the prize has been awarded.

**Prize.** A single prize will be awarded to one (1) winner of the Sweepstakes, which shall be comprised of the

following:

<b>DESCRIPTION OF PRIZE</b>	<b>APPROXIMATE RETAIL VALUE (“ARV”)</b>
One (1) Whole Foods Market \$1000 gift card	\$1,000.00
One (1) Lowe’s \$5,850 gift card (to aid winner with the purchase of energy efficient appliances and LED light bulbs)	\$5,850.00
One (1) Smart Lawn Plan from Sunday Lawn, consisting of eight (8) nutrient pouches, one (1) soil test, one (1) weed control concentrate, one (1) reusable one gallon sprayer, and two (2) bags of grass seed	\$266.00
One (1) Garden Goods \$1000 gift card	\$1,000.00
Twelve (12) solar powered landscaping walkway lights	\$100.00
One (1) Google Nest Smart Thermostat (installation services not included)	\$250.00

**THE AGGREGATE ARV OF THE PRIZE IS \$8,466.00.**

Specifics relating to the prize not specified herein are at sole discretion of Sponsor. Gift cards usage is subject to each gift card’s issuing company’s terms and conditions, including expiration dates, if any. The winner is solely responsible for any costs and expenses due in connection with the prize not specified herein. The prize may not be transferred or assigned, except at the Sponsor's sole discretion. No cash value or substitution of the prize will be permitted or provided, except that Sponsor, in its sole discretion, may provide a prize of comparable or greater value. Receipt of the prize is conditioned upon compliance with all applicable federal, state, and local laws, rules and regulations and these Official Rules. Sponsor will not replace a lost or stolen prize.

The winner is solely responsible for reporting and paying any and all applicable federal, state, and local taxes due in connection with the prize awarded. The winner will be required to complete and submit an IRS Form W-9 for receipt of a prize awarded to the winner valued at \$600.00 or more. Failure to submit a complete IRS Form W-9 when required will result in forfeiture of the prize. Receipt of any prize is conditioned upon compliance with all applicable federal, state, and local laws, rules and regulations and these Official Rules.

**Notice/Verification of Potential Winner.** The potential winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements and verification by Sponsor of eligibility. Sponsor will attempt to notify the entrant who is selected as a potential winner by e-mail within three (3) business days of selection. If an entrant does not respond to such notification within forty-eight hours of notification being sent by Sponsor or cannot or refuses to accept the prize, or any portion thereof, the prize will be forfeited and an alternate potential winner will be selected at random from the remaining eligible entries. Sponsor shall not be responsible for (i) the failure of a potential winner to receive Sponsor’s e-mail for any reason, or for the inability of such potential winner to return Sponsor’s e-mail message for any reason; (ii) failed, returned or misdirected notifications due to inaccurate information provided by entrant; or (iii) submissions and/or responses to a winner’s notification which are lost, late, incomplete, illegible, unintelligible, misdirected, damaged or otherwise not received, in whole or in part, by Sponsor. The potential winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Sponsor reserves the right to require the potential winner to show proof of identity prior to receiving any prize.

Upon contacting a potential winner and determining that such winner has met all eligibility requirements for the Sweepstakes, including without limitation the execution of an affidavit of eligibility and liability/publicity release (except where prohibited by law) and completion of such other documents as Sponsor may reasonably require in order to claim his/her prize, if applicable, such individual will be declared the “winner” of the Sweepstakes.

**Suspension and Amendments.** Sponsor reserves the right to (i) suspend, modify or cancel this Sweepstakes, at any time in its sole discretion, if the Sweepstakes cannot be operated as planned or in the event any computer virus, worm, bug, tampering, unauthorized intervention, fraud, technical failures or other errors or problems beyond Sponsor's control should corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, or for any other reason and, if this Sweepstakes is cancelled, to select a winner from among the eligible entries in the Sweepstakes drawing prior to the cancellation date or to recommence the Sweepstakes, at such time(s) and upon such terms and conditions as Sponsor shall deem reasonable under the circumstances; and (ii) extend the Sweepstakes Period, by providing notice on the Sweepstakes Website, if Sponsor determines, in its sole discretion, that there is an insufficient number of eligible Sweepstakes entries or in the event of unexpected difficulties or other causes beyond Sponsor's control.

**Announcement of Winner.** The winner will be announced and posted by Sponsor on the Sweepstakes Website, following the completion of the Sweepstakes and verification of the winner. The winner may also be announced on <https://www.stonyfield.com/> and/or Sponsor's Facebook, Twitter, TikTok, and/or Instagram sites currently located at <https://www.facebook.com/stonyfield/>, <https://twitter.com/Stonyfield>, <https://www.tiktok.com/@stonyfield> and/or <https://www.instagram.com/stonyfield/>.

**Use of Winner's Names and Likeness.** By submitting an entry, each entrant, acknowledges and agrees that, if selected as a winner, Sponsor may announce the winner's first name and state of legal residence on the Sweepstakes Website, [www.stonyfield.com](http://www.stonyfield.com), and/or Sponsor's Facebook, Twitter, TikTok, and/or Instagram sites currently located at <https://www.facebook.com/stonyfield/>, <https://twitter.com/Stonyfield>, <https://www.tiktok.com/@stonyfield> and/or <https://www.instagram.com/stonyfield/>. A winner who accepts a prize will be deemed thereby to have granted to Sponsor the right, at any time and from time to time, to print, publish, broadcast and use, worldwide and in any media now known or hereafter developed, including but not limited to, the Internet and world wide web, the winner's name, portrait, picture, voice, likeness and biographical information as news or information and for advertising and promotional purposes without additional consideration, or right of review or notification, except where prohibited by law, and to have agreed to provide documentation in writing to confirm the foregoing promptly upon request by Sponsor.

**Release of Liability.** By participating in the Sweepstakes, each entrant agrees that Sponsor, and its parent and affiliated companies, and their respective successors and assigns, and any and all of their respective officers, directors, shareholders, employees, agents, representatives, licensees, and advertising and promotion agencies (collectively, the "Released Parties"), shall not be liable for any personal injury, death, loss or damage of any kind or any other causes of action or claims related to entrant's participation in the Sweepstakes, any Sweepstakes-related activity, or acceptance or use of the prize awarded, or any portion thereof, and/or based on publicity rights, defamation or invasion of privacy. By participating in the Sweepstakes, each entrant agrees to release and discharge, and hereby releases and discharges, for himself/herself, the Released Parties from any liability arising from or related to the Sweepstakes, including without limitation, liability arising from or related to claims for personal injury, death, property damage, or claims based on publicity rights, defamation, or invasion of privacy.

**Indemnification.** Each entrant agrees to indemnify, defend and hold harmless the Released Parties from and against any loss, damage or expense (including court costs and attorneys' fees) that any or all of them may suffer or incur as a result, directly or indirectly, of, or in conjunction or connection with entrant's participation in the Sweepstakes, any Sweepstakes-related activity, receipt, acceptance, use and/or enjoyment of the prize awarded, or any portion thereof, and/or any breach or alleged breach of any warranty or representation made by entrant in connection with the Sweepstakes.

**Unlawful Conduct and Disqualification.** Sponsor reserves the right, in its sole discretion, to disqualify any entrant who Sponsor determines, in its sole discretion, has (a) tampered with the entry process or the operation of the Sweepstakes or of any web site owned, operated or controlled by Sponsor or its parent or affiliated companies; (b) was ineligible to participate in the Sweepstakes; (c) submitted more than the allowed number of entries; or (d) otherwise acted in an unlawful manner and/or in violation of these Official Rules. Robotic, automated, programmed, or computer-generated entries or mechanical reproductions are prohibited, and any use of such devices or entry

methods will cause disqualification. Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operations of the Sweepstakes is a violation of criminal and civil laws. Should such an attempt be made, Sponsor reserves the right to seek damages from any such entrant to the fullest extent permitted by law and to disqualify such entrant from the Sweepstakes.

**Limitation of Liability.** UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL SPONSOR BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS OR HARM TO BUSINESS OR REPUTATION, ARISING OUT OF ENTRANTS' PARTICIPATION IN THE SWEEPSTAKES, USE OF ANY PHOTO PROVIDED BY ENTRANTS, POSTING ON OR ACCESS AND/OR DOWNLOAD OF ANY MATERIALS OR INFORMATION FROM ANY WEB SITE OWNED, OPERATED OR CONTROLLED BY SPONSOR OR ITS PARENT OR AFFILIATED COMPANIES, OR ACCEPTANCE OR USAGE OF A PRIZE OR ANY PORTION THEREOF (INCLUDING ANY PURCHASES MADE USING ANY PORTION OF THE PRIZE), AND INCLUDING WITHOUT LIMITATION DAMAGE TO PROPERTY AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DAMAGES FOR BODILY OR PERSONAL INJURY, EVEN IF SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. ENTRANT AGREES THAT THE AGGREGATE LIABILITY OF SPONSOR ARISING OUT OF ANY KIND OF CLAIM (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED \$100.00. LIMITATIONS OR EXCLUSIONS OF LIABILITY SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.

**Severability.** If any one or more provisions of these Official Rules are held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the validity, effect or enforcement of any other provision or provisions of these Official Rules.

**Force Majeure.** The failure of Sponsor to comply with any provision of this Official Rules due to an act of God, hurricane, war, terrorism, fire, riot, earthquake, actions of governmental authorities outside the control of Sponsor or other force majeure event shall not be considered a breach of these Official Rules.

**Governing Law; Jurisdiction; Venue; Limitation of Damages.** These Official Rules shall be interpreted in accordance with New Hampshire law without regard to its conflicts of laws provisions. Each entrant agrees that the state and federal courts located in New Hampshire shall have exclusive jurisdiction over any dispute arising from or relating to these Official Rules, this Sweepstakes and/or entrant's participation in this Sweepstakes, and entrant's consent to the personal jurisdiction and venue thereof. ALL DISPUTES SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT INCLUDE ATTORNEYS' FEES, AND UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES (SUBJECT TO THE LIMITATION OF LIABILITY PROVISION ABOVE) AND WAIVES ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED.

**Official Rules and Winner's Name.** To obtain the name of the Sweepstakes winner (after the conclusion of the Sweepstakes) and/or a copy of the Official Rules, send a self-addressed stamped envelope to: Stonyfield Farm, Inc., 10 Burton Dr., Londonderry, NH 03053, Attn: **Organic Bring it Home Sweepstakes**. Please specify "Winner's Name" or "Official Rules" in your request.