## Dannon Light & Fit Mix Up the Flavor Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. The Dannon Light & Fit Mix Up the Flavor (the "Promotion") begins at 12:00:01 AM Eastern Time ("ET") on January 2, 2019 and ends at 11:59:59 PM ET on April 30, 2019 (the "Promotion Period"). The Promotion contains a game of chance ("Sweepstakes"). The computer clock of the Sponsor (defined below) is the official timekeeping device in the Promotion.

**1. ELIGIBILITY:** The Promotion is open only to legal residents of the 50 United States and the District of Columbia, who are at least 18 years of age as of date of entry. Employees, officers and directors of Danone US, LLC ("Sponsor"), Snipp Interactive, Geometry Global, 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: There are three (3) methods of entry into the Promotion as detailed below:

- a) PURCHASE OF PRODUCT METHOD: Text " MIXITUP " to **811811** to gain access to the registration form at <u>www.lightandfit.com/mixuptheflavor</u> (the "Website") during the Promotion Period. Completely enter your true and correct information on the registration form in the required fields (required fields include: Full Name, Complete Mailing Address, Email Address and Phone Number), and provide a copy of your purchase receipt for no fewer than four (4) Light & Fit Original Greek yogurt products, excluding any promotional or trial size units. Purchases must be made in a single transaction. Note that each Danone Light & Fit Original Greek Yogurt four-pack purchase will count as one (1) product purchase towards the four (4) product purchase requirement. Upon registration completion, you will receive one (1) entry into the Sweepstakes ("Sweepstakes Entry" or "Entry"). Limit of one (1) Sweepstakes Entry per person, per email address, per Drawing Period (see Paragraph 3 for Drawing Periods) throughout the Promotion Period.
- b) PURCHASE OF PRODUCT METHOD: Email your receipt photo to redeem@mixuptheflavor.com to gain access to the registration form during the Promotion Period. Completely enter your true and correct information on the registration form in the required fields (required fields include: Full Name, Complete Mailing Address, Email Address and Phone Number), and provide a copy of your purchase receipt for no fewer than four (4) Light & Fit Original Greek yogurt products, excluding any promotional or trial size units. Purchases must be made in a single transaction. Note that each Danone Light & Fit Original Greek Yogurt four-pack purchase will count as one (1) product purchase towards the four (4) product purchase requirement. Upon registration completion, you will receive one (1) entry into the Sweepstakes ("Sweepstakes Entry" or "Entry"). Limit of one (1) Sweepstakes Entry per person, per email address, per Drawing Period (see Paragraph 3 for Drawing Periods) throughout the Promotion Period.
- c) ALTERNATE METHOD OF ENTRY ("AMOE"): To enter without purchase, hand-print your full name, full mailing address, email address, phone number, and birth date on a plain 3x5 inch paper. Mail your completed entry to Realtime Media, Attn: Dannon Light & Fit Mix Up the Flavor Sweepstakes Entry, 200 Four Falls Corporate Center, Suite 130, Conshohocken, PA 19428. Each entry must be mailed separately in a hand-addressed, stamped envelope. No photocopied or mechanically reproduced entries will be accepted. No responsibility is assumed for lost, late, incomplete, illegible, misdirected or postage-due entries. No responsibility is assumed for (i) technical, electronic, telephone, hardware, software or network, computer or data transmission errors, malfunctions or difficulties of any kind or (ii) any incorrect data contained in any sweepstakes entry. Mail-in entries must be postmarked no later than April 30, 2019 and received by May 4,

2019 to be eligible for the drawing. All AMOE entries will be administrated within the same drawing process as outlined in Section 3 of these Rules. All entries become the property of Sponsor and will not be returned or acknowledged. Limit of one (1) Sweepstakes Entry per person, per mail in entry.

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**3. SWEEPSTAKES DRAWING/ODDS:** There will be Four (4) Drawing Periods during the Promotion Period. The first drawing will occur on or about February 4, 2019 and will include Sweepstakes Entry registrations and mail in entries received between 1/2/2019 and 1/30/2019. The second drawing will occur on or about March 4, 2019 and will include Sweepstakes Entry registrations and mail in entries received between 1/31/2019 and 2/27/2019. The third drawing will occur on or about April 1, 2019, and will include Sweepstakes Entry registrations and mail in entries received between 2/28/2019 and 3/28/2019. The fourth drawing will occur on or about May 15, 2019 and will include Sweepstakes Entry registrations and mail in entries received between 3/29/2019 and 5/4/2019. Administrator will conduct an electronic randomized drawing from all eligible Entries received within each of the Drawing Periods identified above. Within each Drawing Period, One Thousand Two Hundred Fifty (1,250) potential Winners will be identified, for a total of Five Thousand (5,000) total prizes to be awarded during the Promotion Period. Odds of winning a Promotion prize depend on the number of eligible Entries received during each Drawing Period within the Promotion Period.

**4. WINNER NOTIFICATION:** The potential Winners will be notified by email and/or phone within three (3) business days of winner selection or as soon as reasonably practicable. The potential Winners will have three (3) days to respond to winning notification before forfeiting their prize. Potential winner becomes the "Winner" only after verification of eligibility by Sponsor. If any 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 the drawing.

**5. PRIZES/PRIZE RESTRICTIONS:** Five Thousand (5,000) Promotion prizes of One (1) month of Spotify Premium service will be awarded during the Promotion as detailed below. Prizes will be awarded as an activation code generated by Spotify, and redeemable at a relevant Spotify portal (e.g., website or within a Spotify application). Determination of the prize (free month of Spotify Premium service) will be at the discretion of Spotify's existing terms and conditions relative to a defined "month", and related services Spotify activates within their promotional and monthly Spotify Premium account rules, terms and conditions (for Spotify terms and conditions, please visit https://www.spotify.com/us/legal/end-user-agreement).

The Approximate Retail Value ("ARV") of each Prize is \$10. The total ARV of all Promotion Prizes is \$50,000.

\*Spotify® is not affiliated with Sponsor and does not sponsor, endorse, approve, or have any responsibility for this Promotion.

**GENERAL PRIZE RESTRICTIONS: Limit of One (1) Promotion prize per person/per household.** If any portion of any 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. Promotion Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes. If any winner is considered a minor in his/her jurisdiction of residence, prize will be awarded in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on winners set forth herein.

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. 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. 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.

7. TEXT MESSAGING (SMS) TERMS AND RESTRICTIONS: By texting MIXITUP to 811811, you consent to receive up to 8 text messages (pertaining to this program only) from Snipp Interactive on behalf of Sponsor via an automatic telephone dialing system to the number you provide. Standard message and data rates may apply. You may text HELP to 811811 at any time for help, or text STOP to 811811 to opt-out. Carrier specific charges for text messages may apply, including error messages, depending on your individual cellular pricing plan, in accordance with your cellular customer agreement. SMS may not be available for all service providers or for all handsets. Cellular phone carrier's instructions for text messaging may be different. Check your phone capabilities and service provider for specific instructions. Sponsor makes no guarantee that any wireless service provider will be compatible with this Program. Participant is responsible for all applicable fees and taxes associated with Program participation. Sponsor, in its sole discretion, may add or delete a cellular carrier at any time, without notice. Consent to text messages is not required as a condition of purchase.

**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, 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 the Promotion Parties from and against any and all liability, claims, damages, or actions of any kind whatsoever for injuries, damages, 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 New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of New York. 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 New York. 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 reused, 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 http://www.dannon.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.

**14. WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed, stamped envelope for receipt by March 31, 2018 to: Dannon Light & Fit Mix Up the Flavor Winners List Request, c/o Realtime Media, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428.

SPONSOR: Danone US, LLC, 1 Maple Ave. White Plains, NY 10605

ADMINISTRATOR: Realtime Media LLC, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428