

## Tyson® Products Rewards Program

### **Terms and Conditions:**

The Tyson Products Rewards Program is only open 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 participation. The Program is void where prohibited, restricted or taxed.

**Tyson Foods, Inc. (“Tyson Foods”) reserves the right to modify or terminate the program in any manner, in whole or in part.**

Purchase either (1) a total of \$20 of Tyson® fully cooked frozen chicken, Tyson® Any'tizers® snacks, Ball Park® flame grilled patties and/or State Fair® corn dogs (“Participating Products”) at any participating Publix store and get a \$5 Publix gift card (“Reward”); (2) a total of \$30 in Participating Products and get a \$10 Reward; or (3) a total of \$50 in Participating Products and get a \$20 Reward between July 30, 2016 and August 19, 2016 (“Promotional Period”).

You will receive one Reward for the purchase of the Participating Products in a single transaction. There are three ways to enter: (1) submit a photograph of your dated cash register receipt (with date and items starred, circled or checked) by texting STOCKUP to 811811 and then follow the directions to submit your receipt via reply text message; (2) visit [www.FamilyFavoritesStockUp.com](http://www.FamilyFavoritesStockUp.com) (the “Website”) and enter your email address and upload your receipt; or (3) email a photograph of your receipt (with date and items starred, circled or checked) to [redem@FamilyFavoritesStockUp.com](mailto:redem@FamilyFavoritesStockUp.com). Receipts must be received by 8/19/16. By texting STOCKUP to 811811 you consent to receive up to 10 autodialed text messages to the number you provided from Snipp Interactive on behalf of Tyson Foods regarding the program. **Your consent to receive texts is not required or a condition of any purchase.** Messaging & data rates apply. Text STOP to 811811 to stop (a confirmation text will be sent) and HELP to 811811 for help. Your text is your electronic signature agreeing to these terms and constitutes electronic written consent to receive text messages. Not at all carriers covered.

If your receipt is eligible, within approximately 48 hours, you will receive a text message or email message confirming your Reward. Please allow 6-8 weeks from the end of the Promotional Period for delivery of your Reward.

Limit one (1) reward per qualifying purchase through the Promotional Period. Additional terms and restrictions on gift cards may apply, as designated by issuer. Gift cards are non-transferable and are not redeemable for cash.

Offer valid only to individual consumers; requests from groups, clubs or organizations will not be honored. Receipts which are or appear to be forged, altered, illegible, or illegitimate will not be accepted. Receipts obtained through unauthorized means or illegitimate channels will be void. Receipts cannot be sold, traded, be auctioned or bartered; all of which will be void.

No responsibility or liability is assumed by Tyson Foods and its subsidiary and affiliated companies, distributors, advertising, and promotional agencies, persons engaged in the development, production or distribution of materials for this program (collectively, “Program Parties”) for technical problems or technical malfunction arising in connection

with any of the following occurrences which may affect the operation of the Website: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online, mobile or other communication problems; disruptions, errors or limitations of any Internet service providers or wireless carriers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail or text transmissions to be sent or received; lost, late, delayed or intercepted e-mail or text transmissions; inaccessibility of the Website or in whole or in part for any reason; traffic congestion on the Internet, Website or mobile carrier lines; network or carrier issues that result in delayed mobile responses; unauthorized human or non-human intervention of the operation of the program, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the program, or loss, miscount, misdirection, inaccessibility or unavailability of an account used in connection with the program. Program Parties are not responsible for any typographical or printing errors in any program materials, Website, email correspondence, and advertising materials, or any inaccurate or incorrect data contained on the Website. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE IS PROVIDED "AS IS" WITHOUT ANY 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. PROGRAM PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST SAVINGS), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, THAT ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH (A) ANY USE OF THE PROGRAM, (B) ANY FAILURE OR DELAY BY ANY OF THE PROGRAM PARTIES IN CONNECTION WITH THE PROGRAM (INCLUDING, WITHOUT LIMITATION, THE USE OF, OR INABILITY TO USE, ANY COMPONENT OF THIS PROGRAM); OR (C) THE PERFORMANCE OR NON PERFORMANCE OF THE PROGRAM BY TYSON FOODS, EVEN IF TYSON FOODS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. SOME STATES DO NOT ALLOW THE LIMITATION OF LIABILITY, SO THE LIMITATIONS ABOVE MAY NOT APPLY TO YOU.

All participants, as a condition of participation in this program, agree to release Program Parties from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with accessing the Website, participating in any aspect of the program, the receipt, ownership or use of any Rewards (if any), or any typographical or other error in these terms and conditions or any other program materials. You bear all risk of loss or damage to a Reward after it has been delivered.

As a condition of participating in this program, you agree that: (i) any and all disputes, claims and causes of action arising out of or connected with this program, or any Rewards, shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate local, state, or federal district court located in Arkansas; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participation, but in no event attorneys' fees; and (iii) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS REGARDING THESE LIMITATIONS. 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 Program Parties in connection with the parties, shall be governed by, and construed in accordance with, the laws of the State of Arkansas, without giving effect to any choice of law or conflict of law rules.