

**Dannon Oikos Flavor Draft
Official Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. The Dannon Oikos Flavor Draft (the "Promotion") begins at 12:00:01 AM Eastern Time ("ET") on February 19, 2018 and ends at 11:59:59 PM ET on March 21, 2018 (the "Promotion Period"). The Promotion contains a game of chance ("Sweepstakes"). The computer clock of the Sponsor (defined below) is the official time-keeping 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 (except Alabama and Nebraska 19 and 21 in Mississippi) years of age as of date of entry. Employees, officers and directors of The Dannon Company, 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:** Text "PINEAPPLE", "POMEGRANATE" or "COOKIES" to 811811 to gain access to the registration form at www.oikosflavordraft.com (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, Phone Number and Dannon Flavor Selection). Upon registration completion, you will receive one (1) entry into the Sweepstakes ("Sweepstakes Entry" or "Entry"). Entrants will also have the opportunity to vote on the next flavor of yogurt to hit stores on the Website during the Promotion Period. **Limit of one (1) Sweepstakes Entry per person, per email address, per day throughout the Promotion Period.**
- 3. SWEEPSTAKES DRAWING/ODDS:** On or about March 22, 2018, the Administrator will conduct an electronic randomized drawing from all eligible Entries received within the Promotion Period to select One (1) potential Grand Prize Winner and Two Hundred (200) potential Runner Up Prize Winners. Odds of winning a Promotion prize depend on the number of eligible Entries received during the Promotion Period.
- 4. WINNER NOTIFICATION:** The potential Grand Prize Winner will be notified by email and/or phone within three (3) business days of winner selection or as soon as reasonably practicable. The potential Grand Prize Winner will have three (3) days to respond to winning notification before forfeiting their prize. The potential Grand Prize Winner will be sent an Affidavit of Eligibility/Liability Release via email. All forms must be completed, signed, notarized, and returned to Administrator within three (3) days of date of issuance. 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. Runner Up Prizes will be fulfilled to the mailing address supplied during registration.
- 5. PRIZES/PRIZE RESTRICTIONS:** Two Hundred and One (201) Promotion prizes (One (1) Grand Prize and Two Hundred (200) Runner Up Prizes) will be awarded during the Promotion as detailed below.

GRAND PRIZE (1): One (1) Grand Prize will be awarded which will consist of one (1) trip for two (winner and one (1) guest) to Arlington, Texas from April 26 – 29, 2018. The trip package will include:

- Round-trip coach air transportation for winner and guest from a major airport, as determined by Sponsor, near the winner's home within the continental U.S. to Arlington, TX
- One (1) double occupancy standard room for four (4) days/three (3) nights
- Two (2) tickets to attend the first and second round of the 2018 National Football League* ("NFL") draft

The Approximate Retail Value ("ARV") of the Grand Prize is \$2,750.

RUNNER UP PRIZES (200): Two Hundred (200) Runner Up Prizes will be awarded. Each Runner Up Prize will consist of:

- One (1) \$50 NFL* Shop gift card

**The National Football League is not affiliated with Sponsor and does not sponsor, endorse, approve, or have any responsibility for this Promotion.*

The ARV of each Runner Up Prize is \$50.

The total ARV of all Promotion Prizes is \$12,750.

GRAND PRIZE RESTRICTIONS: Actual prize value depends on the location of the winner's residence and dates of travel. **Travel must be taken April 26 – 29, 2018 and must be reserved fourteen (14) days in advance or prize will be forfeited and Sponsor will have no further obligation to such winner.** Any difference between stated value and actual value will not be awarded. Winner is responsible for any transportation not specifically noted in these rules. Winner and guest must travel together on the same itinerary and are responsible for obtaining all necessary travel documents prior to travel. Certain restrictions, as determined by Sponsor, may apply. Sponsor will attempt to accommodate winner's preferred itinerary, but all specifics thereof will be at Sponsor's discretion. If winner and guest cannot comply with these restrictions or any other portion of these Official Rules, the prize will be forfeited in its entirety and an alternate winner will be chosen. Winner and travel guest must travel from major airport closest to the winner's residence, as determined by Sponsor, in its sole discretion. Any picture identification requirements associated with air travel are the winner and travel guest's responsibility. In the event the winner lives within 100 miles from Arlington, TX, ground transportation only (not air transportation) will be provided to and from the hotel. Travel arrangements must be made through Sponsor's agent, on a carrier of Sponsor's choice and trip must be taken on a date of the Sponsor's choosing. If winner and guest cannot travel on the dates specified by Sponsor, the prize will be forfeited in its entirety and the prize may be awarded to an alternate winner selected in a random drawing from among all remaining eligible entries. Flight details are subject to availability and airline carrier's regulations and conditions apply. The trip may not be combined with any other offer and travel may not qualify for frequent flyer miles. Promotion Entities are not responsible for lost or mutilated tickets and none will be replaced. Airline tickets are non-refundable, non-transferable, and are not valid for upgrades. The hotel accommodations, airline tickets, and NFL draft tickets will be determined at the sole discretion of Sponsor. If any portion of the 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. Guest must be at least 18 and must complete and return a publicity and liability release within three (3) days of date of issuance. All federal, state, and local taxes and any other costs and expenses associated with prize acceptance and use not listed herein as part of the prize including, without limitation, ground transportation (other than that specified above as included in prize), luggage fees, souvenirs, miscellaneous hotel expenses, and gratuities are the sole responsibility of winner.

GENERAL PRIZE RESTRICTIONS: Limit of one (1) Promotion prize per person/per household. All Runner Up Prizes will be fulfilled approximately four (4) to six (6) weeks after the Promotion has ended. 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. The Promotion Parties do not assume any responsibility for any disruption in the Promotion Parties, including but not limited to the failure or interruption of Facebook or any internet service provider. 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:** Standard message and data rates may apply. You may text HELP to 811811 at any time for help, or text STOP 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.
- 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 re-used, 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. A 1099 tax form (preceded by a W9 Form) will be issued to the Grand Prize 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 Oikos Flavor Draft Winners List Request, c/o Realtime Media, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428.

SPONSOR: The Dannon Company, LLC, PO Box 1625, Horsham, PA 19044

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