

**\*\*\*\*OFFICIAL CONTEST RULES\*\*\*\***  
**AMENDED**

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

**VOID WHERE PROHIBITED BY LAW**

**Sponsor.** The **Show Us Your Tummy Love Contest** (the “Contest”) 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 Contest (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) and (ii) have a smartphone or other device with Internet service and videography capabilities. 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 or its parent, subsidiaries and affiliated companies, 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 contestants must review and agree to these Official Rules. By entering the Contest, each contestant warrants that he/she has read and agrees to abide and be bound by these Official Rules and that he/she is not prohibited from participating in the Contest. Submission of an entry automatically constitutes contestant’s agreement to be bound by these Official Rules. Contestants further agree that Sponsor shall retain 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.

**Contest Period/Entry.** The Contest begins at 9:00 a.m. Eastern Standard Time (EDT) on May 8, 2017 and ends at 11:59 p.m. (EDT) on June 9, 2017 (the “Contest Period”). The Contest entry period begins at 9:00 a.m. Eastern Standard Time (EDT) on May 8, 2017 and ends at 11:59 p.m. (EDT) on May 21, 2017 (the “Entry Period”). Entry is free, and no purchase or payment of any kind is necessary to enter or win the Contest. Limited to only one (1) entry per contestant during the Entry Period. Entries received in excess of the above stated limitation will be void.

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

To enter, visit the Contest website, [www.stonyfield.com/yobaby/tummylove](http://www.stonyfield.com/yobaby/tummylove), during the Entry Period. Navigate to the Contest entry page, (i) complete the entry form, including your full name, e-mail address, zipcode, and the minor child’s first name and birth month and day; (ii) confirm that you are 18 years of age or older at the time of entry in the Contest (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 (iii) upload your Video (as defined below) compliant with the requirements set forth in these Official Rules. All required elements of an entry must be submitted at the same time. Contestants may also opt in to receive Sponsor’s newsletter, but are not required to in order to enter the Contest. Materials submitted to Sponsor by

contestant shall not contain any protection feature designed to prevent its use, or any computer virus or other similar programs. Contestants acknowledge and agree that their respective entries become the property of Sponsor, subject to these Official Rules, and will not be returned.

An entry must be received by Sponsor within the Entry Period. If there is a dispute over the identity of a contestant, the entry will be deemed submitted by the Authorized Account Holder regardless of the individual that submitted the entry. "Authorized Account Holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) responsible for assigning e-mail addresses for the domain associated with the e-mail address submitted with the entry. Potential finalists and the potential winner may be required to show proof of being the Authorized Account Holder.

Entries that have been generated by a script, macro, bot or any other automated means will be deemed void. Contestants may not register with multiple e-mail addresses nor may contestants use multiple devices or artifices to enter the Contest multiple times or as multiple contestants. Any contestant who attempts to enter with multiple accounts under multiple identities will be disqualified in Sponsor's discretion. Proof of submission of an entry shall not be deemed proof of receipt by the Sponsor.

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 Contest in the event of any such problem. 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.

Contestants understand and acknowledge that their respective entry Video may receive exposure on the Internet, including on [www.stonyfield.com](http://www.stonyfield.com) and/or Sponsor's Facebook, Twitter and/or Instagram sites currently located at [www.facebook.com/stonyfield](http://www.facebook.com/stonyfield), [www.twitter.com/stonyfield](http://www.twitter.com/stonyfield), and/or [www.instagram.com/stonyfield](http://www.instagram.com/stonyfield), and may be subjected to comments from the public at large. Sponsor is not responsible for any remarks, including any critical or derogatory remarks, posted by the public pertaining to a contestant or a contestant's entry Video.

**Video Requirements.** Each contestant must enter the Contest by submitting his/her own original video ("Video"), which must comply with the following requirements:

- The Video must include only one (1) custodial parent or legal guardian and his/her child.
- The content of the Video must be of a custodial parent or legal guardian kissing his/her child's bare stomach. The child must be six (6) to eighteen (18) months old, must be appropriately clothed and must, at the least, be wearing a diaper.
- No talking should occur during the Video and any audio relative to the Video must be free of any foul language and extraneous noise.
- The Video must be between five (5) to fifteen (15) seconds.

The Video must be an **original creation**. Modifying, enhancing or altering a third party's preexisting work does not qualify as an original creation. Each **contestant must be the owner of the Video submitted** with the entry,

including the copyright therein, **or must have all of the rights and authority necessary to submit it** with his/her entry, including without limitation the right to publish the Video and to grant the rights granted hereunder. The entry Video may not contain any animals, nor any mention, discussion, logo, company name, products, trademark, service mark, storefront, trade dress, mascot, photograph, or other image of any business or company, except for Sponsor's and/or its brands. The Video may not include any property names or physically identify a property by photographing their front sign or any other unique identifying feature or distinguishable architecture.

**The entry Video must be 50 MB or less and must be submitted in one of the following electronic file formats during the Entry Period: asf, asx, avi, divx, dv, dvx, m4v, mov, mp4, mpeg, mpg, qt, wmv, 3g2, 3gp, 3ivx, or 3vx. The file size cannot exceed 50 MB.**

BY SUBMITTING THE VIDEO WITH HIS/HER ENTRY, CONTESTANT CERTIFIES THAT HE/SHE HAS THE RIGHT TO CONTRACT IN HIS/HER OWN NAME AND FOR THE CHILD APPEARING ON THE VIDEO SUBMITTED AS PART OF THE ENTRY. SPECIFICALLY, CONTESTANT REPRESENTS AND WARRANTS THAT HE/SHE IS A CUSTODIAL PARENT OR LEGAL GUARDIAN OF SUCH CHILD AND HAS THE LEGAL RIGHT TO CONSENT TO AND DOES HEREBY CONSENT TO THE USE OF THE VIDEO AS DESCRIBED IN THESE OFFICIAL RULES.

THE ENTRIES REPRESENT SOLELY THE VIEWS/OPINIONS OF THE INDIVIDUAL CONTESTANT AND DO NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR IN ANY MANNER. SPONSOR IS ACTING AS A PASSIVE CONDUIT FOR THE POSTING/PUBLICATION OF ENTRIES AND HAS NO OBLIGATION TO AND EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONJUNCTION WITH SCREENING, MONITORING OR REVIEWING THE CONTENT OF ENTRIES. SPONSOR WILL NOT EDIT ENTRIES SUBMITTED BY CONTESTANTS PRIOR TO THEIR POSTING.

The entry Video posted to enter the Contest must be in keeping with the Sponsor's positive image, must be suitable for online publication accessible to the general public, and may not be offensive or inappropriate, as determined by Sponsor in its sole discretion, nor can it defame or invade publicity or privacy rights of any person or entity, or otherwise contravene or infringe upon the intellectual property rights, moral rights, property rights or any other rights of third parties. Sponsor reserves the right to eliminate and not post any entries that it determines, in its sole discretion, contain inappropriate content or content that may be deemed obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or unlawful, including, without limitation, obscenities, threats, violence, unsafe behavior or situations, or disparagement of any product, service or person.

In addition to complying with the foregoing requirements, to be eligible, each contestant must also be able to make the warranties and representations regarding the Video submitted with his/her entry, set forth in the Warranties and Representations section below.

**Warranties and Representations.** By submitting an entry, including the Video submitted with it, each contestant 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) contestant is the custodial parent or legal guardian of the child appearing in the Video submitted as part of the entry; (c) contestant has all of the rights and authority necessary to submit the Video for entry in the Contest in compliance with these Official Rules, including the right to contract in his/her own name and for the child appearing on the Video, the right to publish the Video, and the right to grant the rights granted hereunder; (d) that the Video and the above-mentioned rights are in all respect free and clear of any claims or rights of third parties; (e) that the Video is an original work and has not been published; (f) that at the time of submitting the entry or any time thereafter, the entry does not contravene any contractual, legal or other obligation; (g) that at the time of submitting the entry or any time thereafter, the entry does not infringe the intellectual property rights of any third party; (h) that the Video contains no

matter contrary to law; (i) that contestant has not made any commitment for the use or publication of the Video; (j) that the Video and its publication do not and will not violate any privacy, publicity or other intellectual property, personal or proprietary rights of any person or entity; and (k) that the Video does not incorporate/display or refer to third party trademarks, company names, products or logos except for Sponsor's and/or its brands.

**Use of Contestant Information.** As permitted by law and in accordance with these Official Rules, each contestant agrees that Sponsor may use the information that he/she provides in connection with the Contest for the purposes and within the context of the Contest, for Sponsor's internal purposes and 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 [www.stonyfield.com/privacy-policy](http://www.stonyfield.com/privacy-policy), to the extent it applies, these Official Rules shall control.

BY SUBMITTING AN ENTRY, EACH CONTESTANT CONSENTS TO THE POSTING OF THE VIDEO ON THE CONTEST WEB SITE LOCATED AT [WWW.STONYFIELD.COM/YOBABY/TUMMY\\_LOVE](http://WWW.STONYFIELD.COM/YOBABY/TUMMY_LOVE), SPONSOR'S WEBSITE [WWW.STONYFIELD.COM](http://WWW.STONYFIELD.COM) AND AT SPONSOR'S FACEBOOK, TWITTER AND INSTAGRAM SITES CURRENTLY LOCATED AT [WWW.FACEBOOK.COM/STONYFIELD](http://WWW.FACEBOOK.COM/STONYFIELD), [WWW.TWITTER.COM/STONYFIELD](http://WWW.TWITTER.COM/STONYFIELD), AND/OR [WWW.INSTAGRAM.COM/STONYFIELD](http://WWW.INSTAGRAM.COM/STONYFIELD), ALONG WITH CONTESTANT'S FIRST NAME, AND STATE OF LEGAL RESIDENCE, ALL OF WHICH WILL BE AVAILABLE TO AND MAY BE VIEWED BY THE PUBLIC AT LARGE.

**Selection of Finalists/Winner.** Ten (10) finalists will be chosen from all eligible entries by a panel of five (5) judges (as chosen by Sponsor and under the supervision of Sponsor), whose decision will be final and binding, based on the following, weighted judging criteria: (1) how closely Stonyfield fans will relate to the Video (40%); (2) how effectively the Video shows the love between the custodial parent or legal guardian and his/her child (40%); and (3) the quality of the Video (sharp, clear, well-lit) (20%). All eligible entries will be evaluated based on the stated criteria (see above) and assigned a numerical score of one to five by each judge, where one is the lowest and five is the highest an entry can receive. An aggregate score will then be created based on the sum of the five (5) separate judges' numerical scores. Subject to these Official Rules, the ten entries with the highest aggregate cumulative point scores will be declared the finalists. In case of a tied score between two or more entries that would determine a finalist, tied entries will be evaluated by a new judge (as chosen by Sponsor and under the supervision of Sponsor), according to the original criteria, and the tied entry with highest cumulative score by the new judge will be declared the finalist. The ten finalists will be selected on or about May 25, 2017.

The ten finalists will be contacted prior to publicizing their names to verify eligibility and that they would accept the Prize if they were to win. If a finalist is not eligible, would not accept the Prize, or does not respond to Sponsor's inquiries within two (2) business days, Sponsor will select the next contestant with the highest cumulative score.

The ten finalists' entries will be posted on Sponsor's Contest website located at [www.stonyfield.com/yobaby/tummylove](http://www.stonyfield.com/yobaby/tummylove) on or about May 26, 2017. Members of the public will be invited to vote. The public will vote for their favorite finalist by selecting one contestant from the list of finalists. The voting instructions for the public will indicate that voters must base their vote on the following weighted judging criteria: (1) how closely Stonyfield fans will relate to the Video (40%); (2) how effectively the Video shows the love between the custodial parent or legal guardian and his/her child (40%); and (3) the quality of the Video (sharp, clear, well-lit) (20%). Only one vote may be made by a voting member of the public during the Voting Period. Voting will be open from 2:00 PM EDT May 26, 2017 through 11:59 PM EDT June 9, 2017 ("Voting Period").

Subject to the terms and conditions set forth in these Official Rules, the finalist that receives the most votes during the Voting Period will be considered to have won. The original cumulative score given by the judging panel will be used to break a tie in the event of a tie between the finalists. In the event of a tie, the selection required to break the tie under these Official Rules would be made on or about June 16, 2017. All contestants, including the finalists, are subject to verification and must meet all eligibility requirements before a contestant is confirmed and declared the winner.

**Prizes.** The ten finalists will receive a \$500 Visa gift card, a Stonyfield branded stuffed cow, and a buy one get one free Stonyfield coupon, with an aggregate approximate retail value (“ARV”) of \$529.39. The winner will receive \$1,000, YoBaby® yogurt for a year (a 4 oz. cup per day for 365 days), a Stonyfield branded stuffed cow, a buy one get one free Stonyfield coupon, and will have his/her Video featured in Sponsor’s national video campaign (“Grand Prize”), with an aggregate ARV of \$1,296.45. The aggregate ARV of the ten finalists prizes and the Grand Prize of \$6,590.35.

Specifics relating to the prizes not specified herein are at sole discretion of Sponsor. Each finalist and the winner are solely responsible for any costs and expenses due in connection with their respective prizes not specified herein. The prizes may not be transferred or assigned, except at the Sponsor's sole discretion. No cash value or substitution of the prizes will be permitted or provided, except that Sponsor, in its sole discretion, may provide a prize of comparable or greater value. Each finalist and the winner are solely responsible for reporting and paying any and all applicable federal, state and local taxes due in connection with their respective prizes. The finalists and the winner will be required to complete and submit an IRS Form W-9 for receipt of any prize valued at \$600 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. Gift card usage is subject to the issuing company’s complete terms and conditions, including expiration dates, if any.

ARV is as of date of publication of these Official Rules. The difference in value of prize as stated herein and value at time of prize notification, if any, will not be awarded. Sponsor will not replace a lost or stolen prize.

**Use of Videos.** The copyright in the Video submitted as part of a contestant’s entry shall remain his/her property, but entry into the Contest constitutes contestant’s agreement, if declared the winner, to grant Sponsor irrevocable and perpetual permission, consent and the **exclusive** right and license, without further compensation, to use, reproduce, print, publish, transmit, distribute, sell, perform, adapt, resize, enhance, display and make derivative works of, such Video, individually or in conjunction with other material and/or copyrighted matter, for any lawful purpose, including but not limited to editorial, advertising, trade, commercial, and publicity purposes by Sponsor and/or others authorized by the Sponsor, in any and all media now in existence or hereinafter created, throughout the world, for the duration of the copyright in the Video, except where prohibited by law.

The winner further understands and agrees that Sponsor shall have the absolute right, to refrain from or stop using the winner’s Video, if Sponsor, in its sole discretion, determines at any time that the winner has committed any act or pursued any course of conduct that is not in keeping with the Sponsor's positive image, that would tend to bring Sponsor and/or any of its products into disrepute and/or that likely would damage or otherwise be detrimental to the reputation and goodwill associated with Sponsor.

**Notice/Verification of Potential Finalists and the Potential Winner.** Potential finalists and 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 contestants who are selected as potential finalists and the potential winner by e-mail within three (3) business days of their respective selection. If a contestant does not respond to such notification within two (2)

business days or cannot or refuses to accept the prize, the prize will be forfeited and an alternate potential finalist or potential winner may be selected at Sponsor's discretion from among all remaining eligible entries based on results of the panel of Contest judges and/or the Contest public vote, respectively. Sponsor shall not be responsible for (i) the failure of a potential finalist or the potential winner to receive Sponsor's e-mail for any reason, or for the inability of such potential finalist or potential winner to return Sponsor's e-mail message for any reason; (ii) failed, returned or misdirected notifications due to inaccurate information provided by a contestant, (iii) submissions and responses to finalists and/or winner notifications which are lost, late, incomplete, illegible, unintelligible, misdirected, damaged or otherwise not received, in whole or in part, by Sponsor.

Sponsor reserves the right to require the potential finalists and the potential winner to show proof of identity prior to receiving a prize. The finalists may be required to complete an Affidavit of Eligibility and Release and such other documents as Sponsor may reasonably require, and return these documents within two (2) business days of delivery. The potential winner will be required to complete an Affidavit of Eligibility and Release and Video License granting Sponsor a license to use the potential winner's Video consistent with these Official Rules and such other documents as Sponsor may reasonably require, and return these documents within two (2) business days of delivery.

If these documents are returned as undeliverable or are not completed and returned by such deadline or if a potential finalist or potential winner does not meet the eligibility or other requirements of the Contest or refuses to accept the prize, the prize will be forfeited and an alternate finalist or winner may be selected based on results of the panel of Contest judges and/or the Contest public vote, respectively. If the prize notification and/or other prize-related information or materials are returned as undeliverable, or any prize documentation is not submitted as required by Sponsor, the corresponding prize will be forfeited. The prizes will be delivered within thirty (30) days of Sponsor's receipt of the documents required by Sponsor to be completed and signed by the potential finalist or potential prize winner, except for that portion of the Grand Prize comprise of having the winner's Video featured in Sponsor's featured national video campaign, which campaign may take place later than thirty (30) days from Sponsor's receipt of such documents. Sponsor shall not be responsible for delivery of any documents and/or the prize or prize-related materials and information provided that Sponsor addresses the documents to the address provided by the potential finalist or the potential winner. Sponsor is not responsible for prize information or documents that are lost or misdelivered by the postal service or carrier.

**Suspension and Amendments.** Sponsor reserves the right to (i) suspend, modify or cancel this Contest, at any time in its sole discretion, if the Contest 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 Contest, or for any other reason and, if this Contest is cancelled, to select a winner from among the eligible entries received prior to the cancellation date or to re-commence such Contest, if at all, only at such time(s) and upon such terms and conditions as Sponsor shall deem reasonable under the circumstances; and (ii) extend the Contest Period, by providing notice on the Stonyfield web site contest page, located at [www.stonyfield.com/yobaby/tummylove](http://www.stonyfield.com/yobaby/tummylove) if Sponsor determines, in its sole discretion, that an insufficient number of eligible Contest entries has been received or in the event of unexpected difficulties or other causes beyond Sponsor's control.

**Announcement of Finalists and Winner.** The finalists will be announced on or about May 26, 2017 and posted by Sponsor on the Contest website located at [www.stonyfield.com/yobaby/tummylove](http://www.stonyfield.com/yobaby/tummylove). The winner will be announced on or about June 16, 2017 and posted by Sponsor on the Contest website located at [www.stonyfield.com/yobaby/tummylove](http://www.stonyfield.com/yobaby/tummylove), following the completion of the Contest and verification of the winner. The finalists and winner may also be announced on [www.stonyfield.com](http://www.stonyfield.com) and/or Sponsor's Facebook,

Twitter and/or Instagram sites currently located at [www.facebook.com/stonyfield](http://www.facebook.com/stonyfield), [www.twitter.com/stonyfield](http://www.twitter.com/stonyfield), and/or [www.instagram.com/stonyfield](http://www.instagram.com/stonyfield).

**Use of Finalists' and Winner's Name and Likeness.** By submitting an entry, each contestant, acknowledges and agrees that, if selected as a finalist or the winner, Sponsor may post contestant's name and state of residence on [www.stonyfield.com](http://www.stonyfield.com) and/or Sponsor's Facebook, Twitter and/or Instagram sites currently located at [www.facebook.com/stonyfield](http://www.facebook.com/stonyfield), [www.twitter.com/stonyfield](http://www.twitter.com/stonyfield), and/or [www.instagram.com/stonyfield](http://www.instagram.com/stonyfield). A finalist or 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 finalist's or 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 Contest, each contestant, for himself/herself and on behalf of his/her child appearing on the Video submitted by contestant in connection with the Contest agrees that Sponsor, and its parent, subsidiaries and affiliated companies, and their respective successors or 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 contestant's participation in the Contest, any Contest-related activity, use of the Video submitted with the entry, 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 Contest, each contestant agrees to release and discharge, and hereby releases and discharges, for himself/herself and on behalf of his/her child appearing on the Video, the Released Parties from any liability arising from or related to the Contest, 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 contestant 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 contestant's participation in the Contest, any Contest-related activity, use of the Video submitted with the entry, 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 contestant in connection with the Contest.

**Unlawful Conduct and Disqualification.** Sponsor reserves the right, in its sole discretion, to disqualify any contestant who Sponsor determines, in its sole discretion, has (a) tampered with the entry process or the operation of the Contest or of any web site owned, operated or controlled by Sponsor or its parent, subsidiaries or affiliated companies; (b) was ineligible to participate in the Contest; (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 a contestant to deliberately damage any web site or undermine the legitimate operations of the Contest is a violation of criminal and civil laws. Should such an attempt be made, Sponsor reserves the right to seek damages from any such contestant to the fullest extent permitted by law and to disqualify such contestant from the Contest.

**Limitation of Liability and Damages.** 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 CONTESTANTS' PARTICIPATION IN THE CONTEST, USE OF ANY VIDEO PROVIDED BY CONTESTANTS, 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, SUBSIDIARIES OR AFFILIATED COMPANIES, OR ACCEPTANCE OR USAGE OF A PRIZE OR ANY PORTION THEREOF, 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. CONTESTANT AGREES THAT THE AGGREGATE LIABILITY OF SPONSOR ARISING OUT OF ANY KIND OF CLAIM (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED \$1.00. 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.** These Official Rules shall be interpreted in accordance with New Hampshire law without regard to its conflicts of laws provisions. Contestants agree 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 Contest or contestants' participation in this Contest or any Contest-related activity, and contestants consent to the personal jurisdiction and venue thereof. All disputes shall be resolved individually, without resort to any form of class action. By entering the Contest, contestants waive the ability to bring claims in a class action format.

**Official Rules and Finalists and Winner List.** For a list of finalists and the Contest winner 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: Show Us Your Tummy Love Contest. Please specify "Names of Finalists and Winner" or "Official Rules" in your request.