

## The Air Plate by Tyson Brand Sweepstakes

### Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.**

**Sweepstakes may only be entered in or from the 50 United States (excluding California) and the District of Columbia and entries originating from any other jurisdiction are not eligible for entry. This Sweepstakes is governed exclusively by the laws of the United States. You are not authorized to participate in the Sweepstakes if you are located in California or outside of the remaining United States or the District of Columbia.**

**1. How to Enter.** During the Sweepstakes Period (defined below), write a caption in 40 characters or less (“Caption”) which describes how you would use the Air Plate by Tyson Brand to elevate your next Air Fried Chicken meal and upload your caption with the hashtag #TysonAirPlateSweepstakes via Twitter as follows:

Log onto your Twitter account and follow the links and instructions to become a follower of Tyson Brand’s page on Twitter, located at @TysonBrand (“Sponsor’s Twitter Page”). Tweet your Caption with the hashtag #TysonAirPlateSweepstakes. You must be an active holder of a non-private Twitter account and be a follower of the @TysonBrand to be eligible to enter this Sweepstakes via Twitter (i.e., you must make sure your tweets are set to “public” and not “private”). You must have a Twitter account to enter via this method. If you do not have a Twitter account, you can create one by visiting [www.twitter.com](http://www.twitter.com). Twitter accounts are free.

If you choose to enter via Twitter using your mobile device, standard data fees may apply. You should consult your wireless service provider's pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier. You should also check your device's features for capabilities and check the device manual for specific use instructions.

All entry information, photos, videos, captions, tweets and posts shall be collectively referred to herein as the “Submissions” or each as a “Submission.” Submissions must comply with the Guidelines and Restrictions defined below.

By entering, each entrant warrants and represents the following with respect to entrant’s Submission: (a) entrant is the sole and exclusive owner of the Submission; (b) the Submission will not infringe on any rights of any third parties; and (c) any third parties appearing in the Submission have given entrant appropriate consent to be photographed and used as permitted herein. Sponsor reserves the right to request releases from any third parties appearing in any Submissions at any time. Failure to produce third party releases upon Sponsor’s request may result in disqualification, as determined by Sponsor is its sole and absolute discretion.

Providing a Submission constitutes entrant’s consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, on a worldwide basis, in perpetuity, and to incorporate it into other works, in any form, media or technology now known or later developed, for any purpose whatsoever, including for promotional or marketing purposes.

Limit one (1) Submission per person regardless of method of entry. Entrants are not permitted to submit a Submission more than once during the Sweepstakes Period. Duplicate Submissions by the same person will be subject to disqualification. All terms and conditions of Twitter.com apply. Multiple entrants are not permitted to share the same Twitter account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Twitter accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any Twitter account, the authorized account holder of the email address used to register on the platform will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Proof of submission will not be deemed to be proof of receipt by Sponsor. By entering the Sweepstakes, entrants fully and unconditionally agree to be bound by these rules and the decisions of the Sweepstakes Administrator and Sponsor, which will be final and binding in all matters relating to the Sweepstakes.

**2. Sweepstakes Entry Start/End Dates.** Sweepstakes begins at 9:00:01 A.M. Eastern Time ("ET") on October 24, 2019 and ends at 11:59:59 P.M. ET on November 7, 2019 ("Sweepstakes Period").

**3. Eligibility.** Participation open only to legal residents of the fifty (50) United States and the District of Columbia (except for California), who are at least eighteen (18) years of age and the age of majority in their state of residence. Void in California and outside of the 50 United States, the District of Columbia, and where prohibited, taxed or restricted by law. Employees, officers and directors of Tyson Foods, Inc. ("Sponsor") and its subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of promotion materials, and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees, officers and directors are not eligible to enter. You are not authorized to participate in the Sweepstakes if you are located in California or outside the 50 United States or the District of Columbia. All federal, state and local laws and regulations apply.

**4. Submission Guidelines and Content Restrictions:** By entering the Sweepstakes, each entrant agrees that entrant's Submission conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may remove any Submission and disqualify an entrant or Submission from the Sweepstakes if it believes, in its sole discretion, that the entrant's Submission fails to conform to the Guidelines and Restrictions.

**Submission Guidelines:**

- The Submission must not exceed 40 characters in length.

- The Submission must be primarily in English.

**Content Restrictions:**

- The Submission must not contain material that violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights;
- The Submission must not disparage Sponsor or any other person or party;
- The Submission must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations of the United States or of any jurisdiction where Submission is created;
- The Submission must be consistent with the image and values of Sponsor and be consistent with and satisfy the purpose of the Sweepstakes.

Each entrant acknowledges that other entrants may have used ideas and/or concepts in their Submission that may be similar in idea or concept to what is included in entrant's Submission. Each entrant understands and agrees that he/she shall not have any claim against any other entrant or Sponsor arising out any such similarity or be entitled to any compensation because of any such similarity.

Sponsor's decisions are final and binding in all matters relating to this Sweepstakes, including, but not limited to, interpretation and application of these Official Rules. By entering the Sweepstakes, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Sweepstakes.

**5. Random Drawing/Odds.** Fifteen winners will be selected in a random drawing from all eligible entries received on or about 11/12/2019. Odds of winning depend on the number of eligible entries received for the drawing. Drawing will be conducted by PrizeLogic, as Sweepstakes Administrator. By entering the Sweepstakes, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Sweepstakes.

**6. Prizes.**

Fifteen (15) Grand Prizes: Levitation kit including base and plate provided by LevitatingX, LLC, in addition to Tyson Air Fried Chicken, and Tyson-branded dining accessories including a napkin and ramekin for dipping sauces. Approximate retail value ("ARV") of Grand Prize: \$239.00.

Total ARV of all prizes combined: \$3,585. Prizes are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. All taxes and unspecified expenses are the responsibility of winners. Limit one prize per person or household.

**7. Notification.** Potential winner(s) will be notified on or about 11/12/2019 and may be required to sign and return, where legal, an Affidavit of Eligibility, Liability/Publicity Release and/or rights transfer document within five (5) calendar days of receipt. Additionally, winners may be required to obtain releases from any and all third parties appearing in their respective Submissions.

If a Twitter entrant is a potential winner, he/she will be notified by a retweet or reply to potential winner's Submission and/or a Twitter direct message (note: in order to receive such direct message, potential winner has to (a) be following @TysonBrand and (b) may have to have his/her Tweet Privacy settings "unchecked").

If any potential winner cannot be contacted within five (5) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if any potential winner rejects his/her prize or in the event of noncompliance with these Sweepstakes rules and requirements, such prize will be forfeited and may be awarded to an alternate (time-permitting). Upon prize forfeiture, no compensation will be given.

**8. Conditions.** BY PARTICIPATING, ENTRANTS AND WINNERS AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, TWITTER, AND THEIR ADVERTISING AND PROMOTIONS AGENCIES AND THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND DIRECTORS (COLLECTIVELY, "RELEASED ENTITIES"), FROM ANY AND ALL LIABILITY, FOR LOSS, HARM, DAMAGE, INJURY, COST OR EXPENSE WHATSOEVER INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH WHICH MAY OCCUR IN CONNECTION WITH, PREPARATION FOR, TRAVEL TO, OR PARTICIPATION IN THE SWEEPSTAKES, OR POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF PRIZE OR PARTICIPATION IN ANY SWEEPSTAKES-RELATED ACTIVITY AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION. Any and all federal, state and local taxes are the sole responsibility of the winners. Participation in Sweepstakes and acceptance of prize constitutes each winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information, and/or any statements made by each winner regarding the Sweepstakes or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. Entrants who do not comply with these Official Rules, or attempt to interfere with this Sweepstakes in any way shall be disqualified. Sponsor is not responsible if Sweepstakes cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

**9. Additional Terms.** Any attempted form of entry other than as set forth above is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer

transmissions which may limit one's ability to enter the Sweepstakes, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Sweepstakes should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, Sponsor may select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or web site. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

*CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.*

**10. Limitation of Liability; Disclaimer of Warranties.** IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ACCESS TO AND/OR USE OF ANY SITES ASSOCIATED WITH THE SWEEPSTAKES AND/OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY SITES ASSOCIATED WITH THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT 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. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**11. Disputes; Governing Law.** The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Contest. Any controversy or claim arising out of or relating to these Official Rules and/or the Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New York, City of New York.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Contest, the parties irrevocably submit and consent to

the exclusive jurisdiction and venue of the state and federal courts located in or closest to New York County in the State of New York. The parties agree not to raise the defense of forum non conveniens.

**12. Use of Data.** Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review Sponsor's privacy policy <https://www.tysonfoods.com/privacy-policy>. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

**13. Name of Winner/List of Winners.** To obtain a list of winners, send a self-addressed, stamped envelope by December 6, 2019 to: Air Plate by Tyson Brand Sweepstakes, Winners List Request, P.O. Box 251328, West Bloomfield, MI 48325.

**14. Sponsor.** Tyson Foods, Inc. 2200 W. Don Tyson Pkwy, Springdale, AR 72762

**THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH TWITTER. YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND NOT TO TWITTER.**