The Tyson Chicken Nugget Bouquet Contest
Official Rules

Eligibility. Participation open only to legal residents of the fifty (50) United States and the District of Columbia (excluding Arizona, Connecticut, Maryland and North Dakota), who are at least eighteen (18) years of age and the age of majority in their state of residence. Void in Arizona, Connecticut, Maryland, and North Dakota, outside of the 50 United States and 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 and any representatives involved in judging, 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 Contest if you are located in Arizona, Connecticut, Maryland or North Dakota or are located outside the 50 United States or the District of Columbia. All federal, state and local laws and regulations apply.

Contest Entry Start/End Dates. The Tyson Chicken Nugget Bouquet Contest (“Contest”) begins at 9:00 am Eastern Time (“ET”) on February 10, 2020 and ends at 8:00 pm ET on February 17, 2020 (“Contest Period”).

How to Enter. During the Contest Period,

1. Create your own chicken nugget bouquet.
2. Create and take a photo (“Photo”) of your nugget bouquet in a scene that typifies the Valentine’s Day spirit (“Theme”).
3. 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/twitter.com › tysonbrand (“Sponsor’s Twitter Page”).
4. Tweet your Photo with the hashtag #nuggetbouquetcontest.

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 Contest 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. 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, including your nugget bouquet, Photos, 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 in 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, unless prohibited by law.

Limit one (1) Submission per person. Entrants are not permitted to submit a Submission more than once during the Contest 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 or 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 Contest, 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 Contest.

The Released Entities are not responsible for any unauthorized third party use of any Submission. If you think that any Submission infringes your intellectual property rights, click here if you wish to report it: https://www.tysonfoods.com/intellectual-property-infringement-notification. ANY POSTED SUBMISSIONS ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants. Submission Guidelines and Content Restrictions: By entering the Contest, 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 Contest
if it believes, in its sole discretion, that the entrant’s Submission fails to conform to the Guidelines
and Restrictions.

**Submission Guidelines:**

- The Photo must be your original photograph.
- The Photo cannot have been submitted previously in a promotion of any kind or exhibited
or displayed publicly through any means.
- 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 include the names or logos of any company other than Sponsor;
- 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 Contest.

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 Contest, including, but not
limited to, interpretation and application of these Official Rules. By entering the Contest, 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 Contest.
Judging Panel/Judging Criteria. On or about the week of February 24, all eligible Submissions will be judged by a panel of judges of Sponsor or its representatives. All Submissions will be judged based on the following equally-weighted judging criteria (“Judging Criteria”): (a) Creativity; (b) Presentation (c) Originality; and (d) Adherence to the Contest’s Valentine’s Day Theme. In the event of a tie, the highest score in the Originality criteria (above) will determine winner (subject to confirmation).

Prize.

One (1) Grand Prize: One (1) Grand Prize winner will receive:

(i) a year’s supply of Tyson® chicken nuggets in the form of fifty-two (52) certificates good for any one (1) Tyson product at participating stores (certificates must be used in compliance with their stated terms and conditions). Approximate retail value (“ARV”) of each certificate is up to $12.99, and

(ii) A check in the amount of ten thousand United States Dollars ($10,000 USD) that winner can put towards a romantic getaway.

Total ARV of Grand Prize: $10,675.48. Prize(s) is/are non-transferable. No substitutions or cash redemptions. In the case of unavailability of prize, Sponsor reserves the right to substitute a prize of equal or greater value. All taxes and unspecified expenses are the responsibility of winner(s). Certificate terms and conditions apply.

Notification. The potential winner will be notified on or about the week of February 24, 2020 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, the potential winner may be required to obtain releases from any and all third parties appearing in their respective Submissions.

The potential winner 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”). The potential winner will be required to email Sponsor within three (3) calendar days in order to claim their prize.

If any potential winner cannot be contacted within forty-eight (48) hours 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 Contest rules and requirements, such prize will be forfeited and may be awarded to the Submission with the next highest score. Upon prize forfeiture, no compensation will be given.

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 CONTEST, OR POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF PRIZE OR PARTICIPATION IN ANY CONTEST-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 Contest 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 Contest 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 Contest in any way shall be disqualified. Sponsor is not responsible if Contest 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.

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 Contest, including any injury or damage to participant’s or any other person’s computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Contest 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 Contest. 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 Contest or web site. Sponsor may prohibit an entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Contest 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 CONTEST 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.
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 CONTEST AND/OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY SITES ASSOCIATED WITH THE CONTEST. WITHOUT LIMITING THE FOREGOING, THIS CONTEST 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.

Twitter Disclaimer. This Contest is in no way sponsored, endorsed or administered by, or associated with Twitter. By participating in this Contest, you hereby release Twitter from any claim, allegation, loss or liability of any kind.

Disputes; Governing Law. Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by appropriate courts in the State of Arkansas; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys’ fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. By entering, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant’s rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of State of Arkansas, without giving effect to any choice of law or conflict of law rules. By entering the Contest, entrants consent to the jurisdiction and venue of the federal, state and local courts located in Washington County, Arkansas.

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 Contest, 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.
Name of Winner/List of Winner. To obtain the name of the winner, send a self-addressed, stamped envelope by March 30, 2020 to:

Ogilvy
Attn: Tyson Team - Winners List
333 North Green Street, 15th Floor
Chicago IL 60607