

# South Dakota Soybean Research & Promotion Council “Keurig® K-Café™ Giveaway” Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING.**

**Use of Mobile Device:** If you enter the Sweepstakes, post updates to or receive updates from a social media platform via SMS from your wireless phone, your entry may be subject to message and data charges for each message you send and receive. Please consult your wireless service provider for more information.

- 1. ELIGIBILITY.** The “Keurig® K-Café™ Giveaway” (the “Sweepstakes”) is only open to entrants who, as of the entry date, are South Dakota residents and at least eighteen (18) years old. Employees, officers and directors of South Dakota Soybean Research and Promotion Council (“Sponsor”), and its parents, subsidiaries, affiliates, divisions, advertising and promotion agencies, and the immediate families (defined as parents, spouses, children, siblings, grandparents, and their respective spouses) or members of the same household (whether related or not) of each such employee, officer and director, are not eligible to enter.
- 2. TIMING.** The Sweepstakes begins on February 1, 2018, and continues until February 28, 2019 (the “Entry Period”).
- 3. HOW TO ENTER.** During the Entry Period, sweepstakes participants must complete the sweepstakes form at <https://hungryfortruthsd.com/giveaway-be-your-own-barista-with-a-keurig-k-cafe/> providing first name and last name and valid email address and ZIP code. LIMIT of one (1) entry per person regardless of method of entry. No mechanically reproduced entries allowed. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of submission will not be deemed to be proof of receipt of entry by Sponsor. All entrants and entries subject to verification prior to the awarding of a prize, as are the eligibility, age and other claims of information provided by a potential prize winner. Entrants will cooperate with Sponsor and its representatives in connection with any and all verification activities.
- 4. AGREEMENT TO OFFICIAL RULES AND DECISIONS.** By participating in the Sweepstakes, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsor (including, without limitation, decisions regarding eligibility of entries, the selection of entrants and the winners, and the awarding of the prizes), which are final and binding in all respects.
- 5. DRAWINGS; ODDS; NOTIFICATION.** Sponsor will randomly select one (1) potential winner from among all eligible entries received by Sponsor in the

Sweepstakes. Odds of winning a prize depend on the number of eligible entries received by Sponsor in the Sweepstakes during the Entry Period. A potential winner must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The potential winner will be notified in person, by phone, mail, courier, and/or email. If the potential winner cannot be contacted within forty-eight (48) hours of the first attempt to contact him/her, or if any prize or prize notification is returned as undeliverable, or if the potential winner is found to be ineligible, or if the potential winner does not comply with the Official Rules, then the potential winner may be disqualified and an alternate winner selected by Sponsor in his/her place at random from among all eligible non-winning entries received by Sponsor in the Sweepstakes. In such event, an alternate potential prize winner will be notified as described above; provided, however, Sponsor may alter the above timing to meet its Sweepstakes schedule.

6. **PRIZES.** Subject to the terms and conditions of these Official Rules, one (1) prize will be awarded in this Sweepstakes. A prize consists of and is limited to one (1) Keurig® K-Café™ approximate retail value (“ARV”) of the prize being two hundred dollars (\$200.00). The total approximate retail value (“ARV”) of this prize package is two hundred (\$200.00). Prize is nontransferable, nonassignable, nonnegotiable, and not redeemable for cash or credit. Prize must be accepted as awarded. Prize is awarded “AS IS” with no warranty, representation, or guarantee, express or implied, in fact or in law, made by Sponsor or for which Sponsor shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. No prize substitutions, except by Sponsor, who reserves the right (but has no obligation) to substitute a prize (or a component thereof) with another prize of equal or greater value (including cash) if the prize (or a component thereof) is not available for any reason as determined by Sponsor in its sole discretion. Unused components of the prize shall be forfeited and have no redeemable cash value. Winner is solely and fully responsible for any and all costs, fees, taxes, assessments and expenses associated with prize award, redemption, receipt and use, including, without limitation, all federal, state and local taxes on the prize. If applicable, winner will be issued an IRS Form 1099 and other applicable tax documents. Winners waive the right to assert as a cost of winning a prize any and all costs of verification and redemption or travel to redeem the prize. Non-compliance with any of the foregoing and any other condition of this Sweepstakes may result in disqualification and forfeiture of prize, in which case, no consideration will be awarded.
7. **PUBLICITY.** Except where prohibited by law, participation in the Sweepstakes constitutes winner’s consent to Sponsor’s (and its designees’, successors’ and assigns’) use of winner’s name, biography, likeness, voice, photographs, video, opinions, statements, hometown, state and country for promotional purposes in

any manner or media (including, without limitation, online), worldwide, in perpetuity, and without further payment, consideration, notice, review or consent.

8. **GENERAL CONDITIONS.** Entries must not contain or reference any names, products or services of any company or entity or any third-party trademarks, logos, trade dress or promotion of any brand, product or service. Entries that are obscene, sexually explicit, disparaging, defamatory, libelous, obscene, or entries that otherwise contain inappropriate content or objectionable material may not be submitted and may be removed at any time in Sponsor's sole discretion. Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Sweepstakes if, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. In such event, Sponsor reserves the right (but does not have the obligation) in its sole discretion to award prizes at random from among eligible, non-suspect entries received up to the time of suspected impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of this Sweepstakes is a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.
9. **RELEASE.** By entering, each entrant forever and irrevocably releases and holds harmless Sponsor and its parents, subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, affiliates, Sweepstakes partners and prize suppliers, and all of their respective employees, officers, directors, shareholders and agents from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or entry in the Sweepstakes and/or entrant's award, receipt or use of any prize awarded in the Sweepstakes.
10. **LIMITATIONS OF LIABILITY.** Sponsor is not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, misdirected or postage due entries, or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized

intervention in any part of the entry process or the Sweepstakes; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Sweepstakes or the processing of entries; or (f) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes, or from viewing, playing or downloading any material from Sponsor's website(s), regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to Sponsor's websites by a hypertext link.

11. **DISPUTES.** Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in federal or state courts located in Minneapolis, Minnesota; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of Minnesota for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant 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 LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Sponsor in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Minnesota, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.

12. **THIRD-PARTY PLATFORM GUIDELINES.** To the extent the Sweepstakes is conducted through any third-party platform, (a) entrant shall adhere to all platform guidelines, and (b) the Official Rules shall be subject to modification, without notice, at Sponsors' sole and absolute discretion, to comply with any governing and platform-specific guidelines or requirements. It is the responsibility of each person participating in the Sweepstakes to comply with third-party platform guidelines and to check for any update(s) to the Official Rules. In the event entrants create accounts in order to enter the Sweepstakes more than once, such entrant will be ineligible to participate or win. Multiple posts of duplicate or near duplicate content in a single day may cause entrant to be ineligible to participate or win. Entrants may only post content that they own or have the right to use (post) and entries must not infringe the copyright,

trademark, privacy, publicity, or other personal or proprietary rights of any person or entity. Entrants completely release Facebook, Instagram and Twitter from any liability relating to the Sweepstakes and entrants acknowledge that the Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or Twitter.

13. **DATA COLLECTION.** Entrants provide personal information to Sponsor and its designees when they enter the Sweepstakes. Sponsor and its designees collect this information and use it to (a) administer this Sweepstakes and (b) for market research and for other marketing purposes. Sponsor and its designees may share this information with third parties who need access to this information to perform services on Sponsor's behalf. Sponsor may also share this information with select marketing partners, who may use it to contact you with information and offers they believe will be of interest to you. In the event of any conflict between any Sponsor Privacy Policy and these Official Rules, these Official Rules shall govern.
14. **WINNERS' LIST.** To request a list of the Sweepstakes winners, send a self-addressed, postage-stamped envelope to "Holiday KitchenAid® Stand Mixer Giveaway - Winners List Request," c/o South Dakota Soybean Research & Promotion Council, 5000 S. Broadband Lane, Suite 100, Sioux Falls, SD 57108. Requests must be received by December 31, 2019.
15. **SPONSOR.** The sponsor of the Sweepstakes and the address at which the Sponsor may be contacted is South Dakota Soybean Research & Promotion Council, 5000 S. Broadband Lane, Suite 100, Sioux Falls, SD 57108. Requests must be received by December 31, 2019.