

**noosa's Ultimate Flavor Finder Contest**  
**Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. Purchase and Non-Purchase entries have an equal chance of winning. VOID WHERE PROHIBITED BY LAW OR REGULATION. You must be twenty-one (21) years of age or older to enter and or to vote in this Contest Open to legal residents of the United States and the District of Columbia (excluding Puerto Rico, U.S. Virgin Islands and Guam) at the time of entry.**

**Use of Data:** The Administrator will be collecting personal data about the Entrants online, in accordance with their privacy policies. Please review Administrator's privacy policy at <https://www.wyng.com/privacy-policy/>

1. **CONTEST TIMING:** The noosa Ultimate Flavor Finder Contest (the "**Contest**") entry period begins on Wednesday, April 4, 2018 at 12:00:01 a.m. Eastern Daylight Time ("EDT") and ends on Friday, April 20, 2018 at 11:59:59 p.m. EDT (the "**Entry Period**"). All eligible entries will be reviewed for compliance with these Official Rules ("**Official Rules**") and, if compliant, will be made available for Judging. All entries will be judged based on pre-defined criteria (as later described in these Official Rules), by a panel of judges selected by the Sponsor at its sole discretion, to determine four (4) prize winning entries plus three (3) alternates which public voting will determine one (1) winner. The public voting period will begin on Saturday, April 28, 2018 at 12:01:00 EDT and end on Monday, April 30, 2018 at 11:59:59 p.m. EDT (the "**Voting Period**"). At the conclusion of the Voting Period the one (1) entry with the greatest number of votes will become the fifth (5) prize winner. Entry in the Contest does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of noosa Yoghurt, LLC, The Village at Flatirons Crossing, 1 West Flatirons Crossing Drive, #416, Broomfield, CO 80021 (the "**Sponsor**"), and/or WYNG, 360 Park Avenue S., 20<sup>th</sup> Floor, NY, NY 10010 (the "**Administrator**") whose decisions shall be final and legally binding in all respects and not subject to further review in any forum.
2. **ELIGIBILITY:** By submitting a photo entry, you hereby release Sponsor, Administrator and all of its affiliated entities, Twitter and Instagram, and all of their respective shareholders, officers, directors, employees, agents, attorneys, successors and assigns from any and all claims relating to your entry submission, including without limitation arising from the risk of misdirection or misdelivery of your entry. Sponsor, Administrator and each of its companies, subsidiaries, advertising and promotion agencies, and any and all other companies associated with the Contest (collectively, the "**Promotion Entities**"), and each of their immediate family members and/or people living in the same household are not eligible to participate. All eligibility is subject to all federal, state and local laws and regulations. All entries submitted are the property of the Sponsor. The Administrator's database clock will be the timekeeper for this Contest. **This Contest shall be void where prohibited by law.**

3. HOW TO ENTER: There are three ways to enter this Contest.

- Post an original photo on Instagram OR Twitter that includes a photo of your dream noosa flavor, a tub of noosa (optional) and a caption that describes the flavor inspiration. The caption must include #flavorfindercontest and tag @noosayoghurt. Twitter and Instagram Entrants must be an active holder of a non-private account to be eligible to enter this Contest via social media (i.e., Entrant must make sure his or her posts/tweets are set to “public” and not “private”).
- Alternatively, entrants may upload a photo and caption directly at [www.noosayoghurt.com/flavorfinder](http://www.noosayoghurt.com/flavorfinder)

Your entry (“**Eligible Entry**”) must comply with these Official Rules and may not contain any of the Prohibited Content set forth below. No purchase is required to submit an Eligible Entry.

**Limit:** One (1) entry per person during the Entry Period.

Your Tweet or post will herein be referred to as your "submission." By tweeting or posting your Submission, you agree that it conforms to the guidelines, permissions, and content restrictions below. You will receive (1) contest entry for your qualified Submission.

Follow these steps to enter:

- **Instagram and Twitter Entries:** Post or tweet your Eligible Entry along with the hashtag #flavorfindercontest and tag @noosayoghurt on Instagram OR Twitter. Instagram's terms of use (<http://instagram.com/about/legal/terms/#>) and Twitter's terms of use (<https://twitter.com/tos>) apply. Entries made without the #flavorfindercontest hashtag will not be recognized as an Eligible Entry.

OR upload your entry at:

- **Sponsor’s Microsite:** [www.noosayoghurt.com/flavorfinder](http://www.noosayoghurt.com/flavorfinder) and complete the entry form including uploading an Eligible Entry.

Entry Notes:

All entries are subject to verification and approval by the Sponsor. Entries that do not meet the requirements for the photo specified below or otherwise do not comply with the Official Rules herein may be disqualified. Any attempted form of entry other than as described herein is void. Sponsor will determine in its sole discretion, what constitutes a valid entry. All materials submitted become the property of the Sponsor and will not be returned or acknowledged.

Multiple entrants are not permitted to share the same Social Account. Any attempt by any entrant to obtain more than one (1) entry by using multiple / different Social Accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified.

Sponsor reserves the right to cancel or modify the Contest if fraud or technical failures impair the integrity of the Contest as determined by the Sponsor, in its sole discretion, and to award the prizes based on eligible entries received prior to the cancellation.

If you opt to access the Contest via your wireless mobile device (only available via participating wireless carriers), data rates may apply for each message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Contest. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions. Sponsor is not responsible for any charges.

To participate via social media you will need to have a Twitter or Instagram account (each a "social account"). Creating each Social Account is free but is subject to the applicable terms and conditions (<http://twitter.com/tos>) and (<https://www.instagram.com/>).

#### **Winner Requirements:**

Each potential Finalist will be notified via direct message or email and will be required to confirm eligibility (home mailing address and birthdate) as well as agree to meet with Administrator for a brief video call within twenty-four (24) hours from the time and date notice is sent in order to proceed in the Contest. Upon approval of Sponsor (after completion of the video call), potential Finalists will be required to complete and return an Affidavit of Compliance, Liability Waiver and where not prohibited, a Publicity Release ("**Affidavit**") which must be received by Administrator within twenty-four (24) hours of the date and time the Affidavit is sent to claim the Finalist Prize. If a potential winner cannot be contacted, fails to meet with Administrator, execute and return the Affidavit or provide any other requested information within the required time periods described, or does not comply with these Official Rules, potential winner forfeits the prize. If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, in Sponsor's sole discretion. Only three (3) alternate winners may be determined, after which the applicable prize will remain un-awarded.

#### **Prohibited Content:**

Entries must be the original work of the participants and not violate the rights of any other party, including but not limited to intellectual property rights or rights of privacy/publicity.

Entry submissions may not contain, as determined by the Sponsor, in its sole discretion, any of the following material or content:

- a) sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- b) promoting alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promoting any activities that may appear unsafe or dangerous; promoting any particular political agenda or message;
- c) obscene or offensive messages; endorsement of any form of hate or hate group; duplication of any other video submission;
- d) material that defames, misrepresents or contains disparaging remarks about other people or companies;
- e) personal identification, such as personal names or e-mail addresses;
- f) messages or images inconsistent with the positive images and/or good will to which the Sponsor wishes to associate;
- g) materials which infringe the rights of any third party;
- h) materials which violate any law;
- i) facial photos are not eligible;
- j) making an express statement about hands only in the imagery; and/or
- k) photos featuring minors or children under the age of 18 are not eligible.

**License:**

By submitting an Eligible Entry, Entrants grant Sponsor and/or the participating partners of the Contest, if any, a perpetual, worldwide, irrevocable, royalty-free license to transform, edit, modify, reproduce, distribute, transmit, publish, broadcast, perform, display, or otherwise use the Eligible Entry with or without modifications, in any form or medium whether now existing or later developed.

**Entrant's Representations:** By entering the Contest you represent and warrant that the submission is Entrant's original work product and does not infringe the rights of any third party and the submission has not been previously published in any medium.

**Entry Notes:** Entrant will be able to review his or her entry prior to submission, but once any entry is submitted, Entrant cannot access/revise such entry in any way. Entries made on another's behalf by any individuals or other entities, including but not limited to, commercial contest/sweepstakes subscription notification and/or entering services, will be declared invalid and disqualified for this Contest. Tampering with the entry process or the operation of the Contest is prohibited, and any entries deemed by Sponsor, in his sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. By entering, all Entrants release the Sponsor, judges, Administrator, Twitter and Instagram, and their parent, subsidiary and affiliated entities including, all of their respective shareholders, officers, directors, employees, agents, attorneys, successors and assigns from and against all claims and damages arising out of or in connection with each Entrant's participation and/or entry in the Contest and/or his/her receipt or use of the prize awarded in this Contest.

Sponsor is not responsible for problems downloading or uploading any Contest-related information to or from the web site or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of any electronic mail entry to be received by Sponsor on account of technical problems, traffic, congestion on the internet or the web site, or any other technical problems related to web site entries including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an Entrant's ability to participate in this Contest.

**4. JUDGING CRITERIA:** Each Eligible Entry will be judged by the judges based on the following weighted criteria:

- 33% Caption Contest (did the Entrant demonstrate that they are a true food lover that wants to scour the world for interesting flavors?)
- 33% Photo Originality
- 34% Taste Bud Appeal (Is the creation mouthwatering, delicious and palatable?)

The four (4) entries with the highest judges' score will be deemed the first four (4) winning entries. The fifth winning entry will be determined by public voting. In the event of a tie, a third-party judge selected by the Sponsor, will cast one vote between the tied entries to determine the winning entry.

Sponsor receives the right to select fewer than four finalists, if in its sole discretion, it does not receive a sufficient number of eligible & qualified submissions.

**5. VOTING:** The Sponsor will post three (3) potential winning entries to the voting site. When participating in the Public Voting, please use the judging criteria in Rule #4 above to cast your vote.

**6. PUBLIC VOTING:** The three (3) potential winning Eligible Entries will be posted to the gallery page located at [www.noosayoghurt.com/flavorfinder](http://www.noosayoghurt.com/flavorfinder) during the Voting Period. The Voting Period will begin on Saturday, April 28, 2018 at 12:01:00 EDT and end on Monday, April 30, 2018 at 11:59:59 p.m. EDT. At the conclusion of the Voting Period, the entry with the greatest number of fan votes will become the fifth winning entry. In the event of a tie, a third-party judge selected by the Sponsor will cast one vote between the tied entries to determine the winner.

**LIMIT:** You may vote one time per calendar day ET.

**7. WINNER ANNOUNCEMENT:** All five (5) winning entries will be announced on or about Monday, May 7, 2018. Grand Prize winners will be required to complete, sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release and W-9 taxpayer request for identification, within (7) days of attempted notification or

prize may be forfeited. Winner is responsible for all taxes and fees associated with prize.

Once eligibility has been verified and the Administrator receives the prize winner's requested information, the Sponsor will arrange to award the Prize. Prize winner must reply with all required information in order to receive their Prize.

8. Each Contest winner will be notified by email, direct message or by phone by the Administrator requesting confirmation of the winner's name and mailing address. Once eligibility has been verified and the Administrator receives the prize winner's requested information, the Sponsor will arrange to award the Prize. Prize winners must reply with all required information in order to receive their Prize.

9. PRIZES/APPROXIMATE RETAIL VALUE ("ARV")/ ODDS OF WINNING:

**Five (5) Grand Prize:** Each winner will receive the following:

**All five (5) Grand Prize winners will travel to Colorado in June 2018 (date to be determined by Sponsor and at its sole discretion):**

- Round Trip (coach class) air transportation for one (1).
- Two (2) nights hotel accommodations.
- Sponsor-provided ground transportation and meals in Colorado.
- Tour of the noosa farm and plant.
- Ultimate dairy adventure with noosa's co-founder Koel Thomae.
- \$2,000 for exploring flavors (prize paid \$1,000 upon arrival at the noosa farm tour and \$1,000 after two social posts about noosa Yoghurt during the summer of 2018). Prize will be awarded by check in the name of the winner.

Total approximate retail value of each prize package \$4,500. Prize is non-transferrable.

The odds of winning the Grand Prize, once Contest Prize Winners are chosen, is 1 in 25.

10. PUBLICITY RELEASE/ASSIGNMENT OF RIGHTS: Acceptance of any prize constitutes prize winner's permission for the Promotion Entities to use prize winner's entry materials, name, photograph, likeness, voice, biographical information, statements and complete address (collectively, the "**Attributes**"), for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation or authorization, (except where prohibited by law), and releases the Promotion Entities from all claims arising out of the use of such Attributes.

Submission of an entry grants the Sponsor and its agents the right to record, copy, publish, use, edit, exhibit, distribute, perform, merchandise, license, sublicense, adapt

and/or modify such entry in any way, in any and all media, without limitation and without any compensation to the entrant. Submission of an entry further constitutes the entrant's consent to irrevocably assign and transfer to Sponsor any and all rights, title and interest in the entry, including, without limitation, all copyrights.

11. DISQUALIFICATION: Sponsor reserves the right in its sole discretion to disqualify any individual who is found to have tampered with the entry process or the operation of the Contest, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to disparage, annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No incomplete, forged, software-generated or other automated multiple entries will be accepted. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

12. LIMITATION OF LIABILITY: Neither Sponsor, Administrator, judges, the Promotion Entities, Instagram, Twitter, nor any of their respective parent, subsidiary or affiliated entities or any of their respective shareholders, officers, directors, employees, agents, attorneys, successors and assigns (the **"Released Parties"**) shall be held responsible for, and Entrant hereby releases the Released Parties from any claims arising from or in any way relating to: (i) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (ii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iii) unauthorized human intervention in any part of the entry process or the Contest; (iv) electronic or human error which may occur in the administration of the Contest or the processing of entries; (v) any injury or damage to persons or property, including but not limited to Entrant's computer, hardware or software, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest (vi) use of any prize and (vii) the voting process including the outcome of the Contest or Sweepstakes drawing.

The Contest is in no way sponsored, endorsed, administered by or associated with Twitter or Instagram. You are submitting your information to Sponsor and not Twitter or Instagram.

13. DISQUALIFICATION/FORCE MAJEURE: In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding the prize or continuing with the Contest as contemplated herein by any event beyond his control, including but not limited to, fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy,

satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), then Sponsor shall have the right to modify, suspend, or terminate the Contest. If the Contest is terminated before the designated end date, Sponsor will (if possible) judge all eligible, non-suspect entries received as of the date of the event, giving rise to the termination. Inclusion in such judging process shall be each Entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prize described in these Official Rules will be awarded.

14. DISPUTES: Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the federal or state courts located in the State of Colorado, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; and (3) unless otherwise prohibited, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of Colorado, without giving effect to any choice of law or conflict of law rules principles (whether of the State of Colorado or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of Colorado.

12. WINNERS LIST: To obtain the name of the winners, send a self-addressed stamped envelope to: noosa's Ultimate Flavor Finder Winners, PO Box 2312, Framingham, MA 01703-2312. All such requests must be received by May 21, 2018.