

**The Win The Crowd On Basketball Game Day Sweepstakes**  
**Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE.**

**A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.**

**OPEN ONLY TO LEGAL U.S. RESIDENTS, RESIDING IN THE 50 UNITED STATES AND DISTRICT OF COLUMBIA, WHO ARE 18 OR OLDER AS OF DATE OF ENTRY.**

**INTERNET ACCESS AND AN EMAIL ADDRESS ARE REQUIRED.**

**EACH WINNER WILL BE REQUIRED TO RESPOND TO INITIAL PRIZE NOTIFICATION FROM THE ADMINISTRATOR WITHIN TWO (2) DAYS AND EACH WINNER MAY ALSO BE REQUIRED TO EXECUTE PRIZE ACCEPTANCE DOCUMENTS AND RETURN THEM WITHIN SEVEN (7) DAYS FROM DATE OF ISSUANCE OF NOTIFICATION, AS MORE FULLY DETAILED BELOW.**

**BY ENTERING, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR AND THE ADMINISTRATOR (DEFINED BELOW), AND WAL-MART STORES, INC., FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES. THIS CONTRACT ALSO REQUIRES YOU TO RESOLVE ANY DISPUTE THROUGH BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.**

1. **Sweepstakes Period:** The Win The Crowd On Basketball Game Day Sweepstakes (the "Sweepstakes") begins at 5:00 p.m. Pacific Time ("PT") on Thursday, March 16, 2017 and ends at 11:59 p.m. PT on Monday, April 3, 2017 the "Sweepstakes Period"). The Administrator's clock will be the official timekeeping device for the Sweepstakes.
2. **How To Enter:** During the Sweepstakes Period, an eligible entrant ("Entrant") can enter the Sweepstakes by visiting <http://loveeverylastbite.com> and following the instructions to complete all required entry information to receive one (1) Entry into the Sweepstakes Drawing (the "Entry"). **Limit one (1) entry per person, per day.** Online entries only.

All Entries must be completed and submitted by 11:59 p.m. PT on Monday, April 3, 2017. Normal Internet access and usage charges imposed by Entrants' online service will apply.

3. **Entry Requirements:** In order to be entered into the Sweepstakes, Entrants must comply with registration instructions when submitting their Entry. Entry must be in English. Automated, script, macro or robotic Entries submitted by individuals or organizations will be disqualified.

All entrants must have a valid email address. No automated entry devices and/or programs permitted. 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, postage-due, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entry forms are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

4. **Eligibility:** Open only to legal residents of any one (1) of the fifty (50) United States or the District of Columbia, who are eighteen (18) years of age or older at the time of entry. Employees of Conagra Brands, Inc., (“Sponsor”), Mirum Shopper (the “Administrator”), Wal-Mart Stores, Inc., their respective affiliates, parents, subsidiaries, divisions, suppliers, distributors and advertising, promotional and judging agencies (collectively “and its Administrators”), and each of their respective employees, shareholders, directors, officers, members and agents and their immediate family members spouses, parents, children, and siblings and their spouses) and/or those living in the same household of each are not eligible to participate or win. Void where prohibited by law and subject to all federal, state and local laws.
5. **Sweepstakes Random Drawing/Odds:** There will be three (3) random drawings during the Sweepstakes Period:

**Drawing #1:** Two (2) Winners will be selected in a random drawing on or about Tuesday, March 21, 2017, from among all Entries received up until the drawing.

**Drawing #2:** Two (2) Winners will be selected in a random drawing on or about Tuesday, March 28, 2017, from among all Entries received up until the drawing.

**Drawing #3:** Two (2) Winners will be selected in a random drawing on or about Tuesday, April 4, 2017, from among all Entries received up until the end of the Sweepstakes Period.

Entries that do not win a previous drawing will carry over to the next drawing until the end of the Sweepstakes Period. The odds of winning a Sweepstakes Prize depends on the number of eligible Entries received. The random drawing will be conducted by the Administrator, an independent judging organization whose decisions are final on all matters relating to the Sweepstakes. Winners will be contacted via the email used to enter the Sweepstakes and will be required to respond to the initial prize notification within two (2) days or the prize will be forfeited and a new winner may be chosen. Potential Grand Prize Winners may be required to sign and return, an Affidavit of Eligibility and liability release and except where prohibited, publicity release within seven (7) days of notification in order to be confirmed a Prize Winner. If potential Grand Prize Winner fails to return the completed affidavit within seven (7) days, affidavit is returned as undeliverable or if potential Grand Prize Winner is deemed to be ineligible, the Grand Prize will be forfeited and an alternate potential Grand Prize Winner will be selected, time permitting, by random drawing from among all remaining eligible Sweepstakes Entries received.

6. **Prizes and Approximate Retail Values (“ARVs”):** Grand Prize, six (6) total prizes available. Each prize: A “Win The Crowd On Game Day” Prize Pack (ARV \$590) consisting of the following four items:
  - One (1) \$50 Wal-Mart Gift Card (ARV \$50)

- One (1) Sponsor-selected flat-screen television (ARV \$400)
- One (1) Sponsor-selected slow cooker (ARV: \$40)
- One (1) Sponsor-selected gift card to purchase team gear (ARV \$100)

ARV of all prizes offered is \$3,540. Gift cards subject to restrictions and expiration dates may apply. All prize components are subject to availability. Limit one (1) Prize per person. No substitution or transfer of prize permitted except at the sole discretion of the Sponsor who reserves the right to substitute a prize of equal or greater value in the event the prize (or portion of prize) is unavailable. Please allow 6-8 weeks for prizes to be delivered. All federal, state and local taxes are the sole responsibility of winner.

7. **Release:** Prize Winners and all Entrants, as a condition of entry into the Sweepstakes, agree to release Sponsor and its Administrators, Wal-Mart Stores, Inc., each of their respective agencies, parents, subsidiaries, affiliated companies and each of their respective officers, directors, shareholders, members, employees, agents, assigns, and all others associated with the development and execution of this Sweepstakes (collectively the “Released Parties”) from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with participating in any aspect of the Sweepstakes, the receipt, ownership or use of prize awarded or any typographical or other error in these Official Rules or the announcement or offering of any prize. Acceptance of prize constitutes permission to use winner’s name and likeness for promotional purposes (including any possible public relations opportunities) without further compensation except where prohibited by law. By participating in the Sweepstakes, entrants agree to be bound by the Official Rules and the decisions of the judges. The Released Parties are not responsible for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any human error which may occur in the processing of the Entries in the Sweepstakes or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with the Sweepstakes. The Released Parties reserve the right at their sole discretion to disqualify any individual that tampers or attempts to tamper with the Entry process or the operation of the Sweepstakes; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Released Parties reserve the right to seek damages from any such person to the fullest extent permitted by law. Sponsors failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of an Entrant, the authorized account holder of the email address used to enter will be deemed to be the Entrant. “Authorized account holder” of an email address is defined as the natural person who is assigned to an email address by an Internet Access provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. If, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Released Parties which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then the Sponsor reserves the right at its sole discretion to cancel the Sweepstakes and select the

winners from among all eligible Entries received prior to cancellation. By participating in the Sweepstakes, the Entrant agrees that the Released Parties will have no liability whatsoever for, and will be held harmless by Entrant for any liability for any bodily injury, loss or damages of any kind to persons, including death, and property, due in whole or in part, directly or indirectly, from Entry creation, the acceptance, possession, use or misuse of any prize, if applicable or participation in the Sweepstakes or participation in any Sweepstakes or related activity. You hereby represent and warrant that you have read these Official Rules and are fully familiar with its contents. Entries generated by script or bot are not eligible. As a condition of entering the Sweepstakes, Entrant agrees that: 1) under no circumstance will Entrant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for out-of-pocket expenses; 2) all causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action; and 3) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees.

8. **DISPUTES, ARBITRATION: THE SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES. THE REMEDY FOR ANY CLAIM BROUGHT BY AN ENTRANT IN THIS SWEEPSTAKES SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10 US), AND IN NO EVENT SHALL ENTRANT BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.**

Except where prohibited by law, any and all disputes, claims, and causes of action between an Entrant and any Released Party arising out of or connected with this Sweepstakes or any Prize awarded, or the determination of a Prize Winner, must be resolved individually, without resort to any form of class action or class-wide arbitration. Except for disputes where a Released Party is seeking a preliminary injunction, any and all disputes and claims relating to this Sweepstakes must be resolved by submission to individual arbitration under the Commercial Arbitration Rules of the American Arbitration Association and, by entering the Sweepstakes, all Entrants expressly waive the right to trial by jury. The arbitration must be conducted in Los Angeles County, California, in the English language, and before three arbitrators appointed in accordance with the Commercial Arbitration Rules. Each party agrees to and will pay one-half of the costs of the arbitration, and Entrant will be responsible for his or her own attorney's fees. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Any provision of applicable law notwithstanding, the arbitrators will not have authority to award punitive, exemplary, consequential or incidental damages. Any dispute, claims, and arbitration proceedings must at all times be kept confidential, except to the extent necessary to enforce or collect the arbitration award or except as the parties agree in writing. Each Entrant agrees that any action at law or in equity relating to the arbitration provision of these Official Rules must be filed only in the state or federal courts located in Los Angeles County, California, and hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action.

9. **Additional Terms:** Any attempted form of entry other than as set forth in Section 2 above is prohibited; no automatic, programmed, robotic or similar means of entry are permitted. The Released Parties 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 will 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. **Use of Data:** Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at <http://www.conagrabrands.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.
11. **Winners List:** For the names of the Prize winners, available after 4/24/17, send a stamped, self-addressed envelope by 7/24/17, to: The Win The Crowd On Basketball Game Day Sweepstakes Winners List, 2920 S Sepulveda Blvd Los Angeles, CA 90064.
12. **Sponsor/Administrator:** The Sponsor of the Sweepstakes is Conagra Brands, Inc., 222 W. Merchandise Mart Plaza Suite 1300. Chicago, IL 60654. The Administrator of the Sweepstakes is Mirum Shopper, 2920 S Sepulveda Blvd Los Angeles, CA 90064.

***Entrants specifically release Sponsor, the Administrator and Wal-Mart Stores, Inc. from any and all liability associated with this Sweepstakes and/or acceptance, use or misuse of the Prize.***

***Wal-Mart Stores, Inc. is not responsible for the conduct, administration or execution of this Sweepstakes.***