

**EGG SWAP GIVEAWAY
PROMOTIONAL OFFER
(Extended Offer Period)**

To redeem this limited time promotional offer for one (1) 32 oz. tub of Stonyfield Organic Yogurt (the “Offer”) from Stonyfield Farm, Inc. (“we”, “us”, “our”), you must register via the Offer Page (defined below) during the Offer Period (defined below) and follow the instructions set forth below. Restrictions and other terms and conditions apply.

OFFER AVAILABLE DURING THE OFFER PERIOD TO ELIGIBLE INDIVIDUALS THAT REGISTER VIA THE OFFER PAGE WHILE SUPPLIES LAST. SUPPLIES ARE LIMITED TO 10,000 32 OZ. TUBS OF STONYFIELD ORGANIC YOGURT.

1. You need to register to participate in the Egg Swap Giveaway at <https://hello.stonyfield.com/eat-yogurt-not-eggs> (the “Offer Page”).
2. You need to click on the check box on the Offer Page to affirm that you have read and agreed to these Terms and Conditions.
3. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT SEEK TO REDEEM THE OFFER.

TERMS AND CONDITIONS

- a) OFFER IS AVAILABLE DURING THE OFFER PERIOD TO ELIGIBLE INDIVIDUALS THAT REGISTER VIA THE OFFER PAGE WHILE SUPPLIES LAST. SUPPLIES ARE LIMITED TO 10,000, 32 OZ. TUBS OF STONYFIELD ORGANIC YOGURT. The Offer may be redeemed only by eligible individuals from February 2, 2023 at 08:00:00 AM Eastern Time (ET) through February 11, 2023 at 11:59:59 PM (ET) (the “Extended Offer Period”).
- b) Registration must contain all required information and must be received by us within the Offer Period.
- c) THE OFFER IS LIMITED TO ONE (1) 32 OZ. TUB OF STONYFIELD ORGANIC YOGURT (the “Offer Item”), PER REGISTRANT, PER HOUSEHOLD (based off of information provided during registration) FOR THE ENTIRE PROMOTION PERIOD.
- d) You must be of the age 18 or older (or the age of majority in your state of residence, whichever is older) to register and seek to redeem the Offer.
- e) By registering and seeking to redeem the Offer, you warrant and represent that the information provided is true and correct in all material respects and that we may rely on such information in our efforts to comply with applicable laws and regulations. Proof of age, identity, and eligibility must be furnished upon request.
- f) No groups, clubs, organizations, restaurants, or other commercial entities may seek to redeem the Offer. Our and our affiliates employees, directors, and officers, and any advertising or promotional agencies involved in the administration of the Offer, and the immediate family members and those living in the same household of such persons (whether related or not), are not eligible to redeem the Offer.
- g) We will not provide an Offer item to anyone not meeting eligibility requirements at the start of the Offer Period.
- h) Subject to meeting eligibility requirements and supplies being available, the applicable Offer item will be shipped to the address provided by you during registration. Please allow 4-6 weeks for delivery. We are not responsible for lost, misdirected, or stolen mail.
- i) EXCEPT AS EXPRESSLY STATED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS PROMOTIONAL OFFER OR ANY OFFER ITEM.
- j) Any data or connection rates or any other fees incurred from cellular, wireless, or internet service providers while seeking to redeem the Offer are your sole responsibility. We are not responsible for registrations or Offer redemptions not received due to difficulty accessing the internet, service outage or delays, computer difficulties, and other technological problems. Nor are we responsible for lost, misdirected or stolen mail.

- k) BY REDEEMING THE OFFER, YOU AGREE TO ALLOW US TO SHARE INFORMATION PROVIDED BY YOU WITH THIRD PARTIES, INCLUDING PERSONALLY IDENTIFIABLE INFORMATION, REASONABLY NECESSARY TO SHIP ANY OFFER ITEM SUCCESSFULLY REDEEMED BY YOU. THOUGH SUCH THIRD PARTIES ARE TO USE THAT INFORMATION SOLELY FOR ITS INTENDED PURPOSES, BY REDEEMING THE OFFER YOU AGREE THAT WE ARE NOT RESPONSIBLE FOR HOW SUCH THIRD PARTY UTILIZES, TRANSMITS, OR STORES SUCH INFORMATION AND RELEASE US FROM ANY LIABILITY ARISING THEREOF. IF YOU DO NOT WISH US TO SHARE SUCH INFORMATION, PLEASE DO NOT REDEEM THE OFFER.
- l) Further, subject to the above, by seeking to redeem the Offer, you agree to allow us to use any information collected in connection with such Offer in accordance with our Privacy Policy available at <http://www.stonyfield.com/privacy-policy>. In the event of a conflict between these Terms and Conditions and our Privacy Policy, these Terms and Conditions will control.
- m) You may also opt-out of receiving any e-mail communications from us by contacting us through our Contact Us page located at <https://www.stonyfield.com/contact-us>.
- n) No substitutions or rain checks, except that we reserve the right to substitute an Offer Item for an item of similar or greater value.
- o) Only legal residents of the United States and District of Columbia (excluding residents of California, North Dakota, New Jersey, Nevada, Tennessee, Louisiana, and US Territories and possessions) may redeem the Offer.
- p) All Terms and Conditions are applicable to the extent permitted by law.
- q) Void where prohibited.
- r) The Offer may not be combined with any other offer.
- s) Except where prohibited by law, by seeking to redeem the Offer, you release us, Offer item suppliers, advertising and promotional agencies, and any and all of their respective officers, directors, shareholders, employees, agents, representatives, and licensees (collectively, the "Released Parties") from any and all claims, demands, fees, losses or damages of any of nature resulting in whole or in part, directly or indirectly, out of or in connection with your redemption of the Offer and/or use or misuse of the Offer item received.
- t) By receipt of the Offer item, you agree to indemnify and hold harmless the Released Parties from and against any and all claims, demands, fees, losses or damages of any of nature, including, without limitation, loss or damage to property and/or injury to persons, including death, or expense (including court costs and attorneys' fees) that they may suffer or incur as a result of or in connection with your redemption of the Offer and/or acceptance, use or misuse of the Offer item received.
- u) BY REDEEMING AN OFFER YOU AGREE THAT UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL THE RELEASED PARTIES BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR HARM TO BUSINESS OR REPUTATION, ARISING OUT OF YOUR REDEMPTION OF THE OFFER, POSTING ON OR ACCESS AND/OR DOWNLOAD OF ANY MATERIALS OR INFORMATION FROM ANY WEBSITE OWNED, OPERATED OR CONTROLLED BY ANY RELEASED PARTY, OR ACCEPTANCE, USE OR MISUSE OF THE OFFER ITEM RECEIVED, INCLUDING WITHOUT LIMITATION LOSS OR DAMAGE TO PROPERTY AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DAMAGES FOR BODILY OR PERSONAL INJURY, EVEN IF THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE RELEASED PARTIES ARISING OUT OF ANY KIND OF CLAIM (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED \$5.00.
- v) If any one or more provisions of these Terms and Conditions are held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the validity, effect or enforcement of any other provision or provisions of these Terms and Conditions.
- w) Our failure to comply with any provision of these Terms and Conditions due to an act of God, hurricane, war, terrorism, fire, riot, earthquake, pandemic, actions of governmental authorities outside our control or other force majeure event shall not be considered a breach of these Terms and Conditions.
- x) These Terms and Conditions shall be interpreted in accordance with New Hampshire law, without regard to its conflicts of laws provisions. You agree that the state and federal courts located in New Hampshire shall have

exclusive jurisdiction over any dispute arising from or relating to these Terms and Conditions, the redemption of the Offer, and you consent to the personal jurisdiction and venue thereof.