

## **NATHAN'S FAMOUS CONEY ISLAND**

**Last Updated: July 20, 2016**

**PLEASE READ CAREFULLY. By using this Website, you agree to the following terms and conditions governing the Nathan's Famous Coney Island Program (the "Terms").**

### **A. Overview of Nathan's Famous Coney Island Program**

Nathan's Famous Coney Island (the "Program") is a points-based loyalty program sponsored by Smithfield Packaged Meats Sales Corp. ("Sponsor") through which individuals ("Participants" or, individually, the "Participant") can earn tickets ("Tickets") by purchasing Nathan's products, through other non-purchase methods described below, and through other methods that may be added from time to time by Sponsor, in its sole discretion. Participants can visit [nathanstickettofun.com](http://nathanstickettofun.com) (the "Website") to register for the Program, enter codes from purchases, and take the other actions described below to earn Tickets. Once they have accumulated Tickets, Participants may redeem their Tickets for various items of value ("Rewards") found in the Gift Shop which is posted and, from time to time, updated in the Program Website.

**Sponsor:** Smithfield Packaged Meats Sales Corp., 805 E. Kemper Rd., Cincinnati, OH 45246.

**Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

### **B. Participation in the Program**

1. Internet access is required to participate in the Program. The Program is void where prohibited by law. Open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years of age or older. Corporations or other entities or organizations of any kind are not eligible for the Program. Employees of HelloWorld, Inc., and any of their respective parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible.

2. Participation in the Program constitutes each Participant's full and unconditional agreement to these Terms, and representation that Participant meets the eligibility requirements set out in these Terms. Those who do not comply with these Terms are prohibited from participating in the Program.

3. In order to participate, you must register at the Website and expressly accept these Terms. You will be sent an email confirming your registration. Neither Sponsor nor Administrator are responsible for updates to Participants' email addresses or other profile data (please note that communications and Rewards will be sent to the address contained in Participants' profiles, and it is each Participants' responsibility to update as needed).

To learn how Sponsor will use the personal information collected in connection with the Program, please read the Nathan's Famous Privacy Policy: <http://www.nathansfamous.com/privacy>.

### **C. Modification and Termination of the Program and Program Period**

1. By participating in the Program, you hereby agree that Sponsor may modify any of the Terms governing the Program at any time (including, without limitation, these Terms), with or without notice, even though these changes may affect a Participant's ability to use accumulated Tickets.

2. The current phase of the Program begins on May 1, 2016 12:00 a.m. Eastern Time ("ET") and ends on or about September 30, 2016 11:59 p.m. ET ("Program Period"). Sponsor, however, may terminate the Program at any time, even though termination may affect Participants' ability to use accumulated Tickets, but will notify participants prior to termination. Sponsor reserves the right to extend the Program Period in its sole discretion. For purposes of this Program a "day" shall be 12:00 a.m. ET through 11:59 p.m. ET.

3. Participants should be sure to check the "Last Updated" date at the beginning of these Terms. A Participant's continued participation in the Program after these Terms have been updated constitutes his or her acceptance of any changes to these Terms.

#### **D. Registration and Earning Tickets**

**1. Registration.** To enroll, a Participant must visit the Website and click on the "Register" button and follow the onscreen instructions to create a Program account ("Account"). A Participant may also enroll by visiting a Nathan's mobile tour live event, locating a brand ambassador and using the provided tablet to follow the onscreen instructions to create an Account. An individual must have a unique valid email address to create an Account. Limit one (1) Account per person and per email address. The person who is the authorized email account holder of the email address indicated when registering (and who otherwise meets the eligibility criteria) will be deemed the Participant and must comply with these Terms. Once Participants register for an Account, they will be enrolled in the Program. The number of Tickets collected by such Participant will be recorded and tracked in the Participant's Account.

**2. Enter Codes.** There are three (3) ways to obtain codes (each a "Code") as outlined below.

Purchases: Purchase specially-marked Nathan's products during the Program Period and locate the unique Code, available while supplies last.

Selfie with Reward/Instant Win Game Prize/Sweepstakes Prize: If you redeem Tickets for Nathan's merchandise or win an Instant Win Game prize or Sweepstakes prize, you will receive a postcard in your prize package. Locate the postcard and follow the instructions to take a selfie with your prize. Send your selfie to [nathans@helloworld.com](mailto:nathans@helloworld.com) to receive a Code via email within seven (7) business days. Each Participant must submit their selfie by September 19, 2016 at 11:59 p.m. ET. Your selfie may not be indecent, obscene, hateful, tortious, defamatory, libelous, contain material that violates or infringes another's rights, disparage Sponsor, Administrator, or any other person or party, or contain material that is unlawful in any way. The selfie must not contain brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use to incorporate in his/her Submission. Limit: one (1) selfie per prize.

Uploading a selfie constitutes Participant's consent to give Sponsor and its designees a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such selfie in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, Participant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the selfie. Released Parties (as defined in Section H.1, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected selfies; all of which will be void.

Live Events: Visit a Nathan's mobile live tour event and locate a brand ambassador to receive a scratch off card. Scratch the card to reveal the Code. Limit: each Participant may enter one (1) scratch off Code during the Program Period.

Once you obtain a Code, visit the Website and follow the links and instructions to enter your Code. Participants will receive fifty (50) Tickets for each Code recorded on the Website during the Program Period. Limit: Each participant may enter up to twenty-five (25) Codes during the Program Period. Sponsor reserves the right to change the number of Tickets awarded for Code entered at any time during the Program, and the right to change, add, or remove the methods by which Participants can collect Tickets.

**3. Earning Tickets by Completing Non-Purchase Actions.** Participants may also earn Tickets by following on-screen instructions to take the various non-purchase actions as described below. Sponsor may, in its sole discretion, offer additional opportunities to earn Tickets from time-to-time. These Terms shall apply all Ticket earning activities. Limits are placed on each action irrespective of the device from which the Participant completed the action (desktop, tablet, or mobile phone).

<b>ACTION</b>	<b>TICKETS</b>	<b>LIMIT</b>
Program Registration	25	1 time
Login	1	1 per day
Play Hotdog eating game	10	1 per day
Answer daily trivia	1	1 per day
Play Hotdog making game	10	1 per day
Watch Wonder Wheel video	1	1 per day
Watch Cyclone video	1	1 per day
Watch Parachute Jump video	1	1 per day
Upload photo	5	1 per day
Share photo - Twitter	5	1 per month
Closed loop referral of photo - Facebook	5	1 per month
Share photo - email	5	1 per month
Play Zoltar game	5	1 per day
Share Zoltar fortune - Twitter	5	1 per month
Closed loop referral of Zoltar fortune - Facebook	5	1 per month
Share Zoltar fortune - email	5	1 per month

Program Registration: Upon registration, all Participants will receive twenty-five (25) Tickets. Limit: One (1) time during the Program Period.

Program Login: After registration, each subsequent day that a Participant logs into the Program during the Program Period, they will receive one (1) Ticket. Limit: One (1) time per day during the Program Period.

Play Hot Dog Eating Game: Participants can follow the on-screen instructions to play the hot dog eating game. After playing the game, Participants will automatically receive ten (10) Tickets. Limit: One (1) time per day during the Program Period.

Answer Trivia Questions: Participants can follow the on-screen instructions to answer the provided trivia question. If you correctly answer the trivia question, you will automatically receive one (1) Ticket. Limit: One (1) time per day during the Program Period.

Play Hot Dog Making Game: Participants can follow the on-screen instructions to play the hot dog making game. After playing the game, Participants will automatically receive ten (10) Tickets. Limit: One (1) time per day during the Program Period.

Watch Wonder Wheel Video: Participants can follow the on-screen instructions to watch the Wonder Wheel video. After watching the video, Participants will automatically receive one (1) Ticket. Limit: One (1) time per day during the Program Period.

Watch Cyclone Video: Participants can follow the on-screen instructions to watch the Cyclone video. After watching the video, Participants will automatically receive one (1) Ticket. Limit: One (1) time per day during the Program Period.

Watch Parachute Jump Video: Participants can follow the on-screen instructions to watch the Parachute Jump video. After watching the video, Participants will automatically receive one (1) Ticket. Limit: One (1) time per day during the Program Period.

Upload photo: Participants can follow the on-screen instructions to upload a photo of themselves enjoying Nathan's Famous ("Submission"). The Submission need not include any reference, positive or negative, to Sponsor's products or services but may require a mandatory disclosure that will be specified in the instructions. By uploading the Submission, you agree that it conforms to the guidelines, permissions, and content restrictions below and that Sponsor, in its sole discretion, may remove your Submission from a gallery, if any, and disqualify you and/or revoke your Tickets for such Submission, as determined by Sponsor in its sole discretion, if Sponsor believes that it fails to conform. Participants will automatically receive five (5) Tickets for each Submission uploaded in accordance with these Terms. Limit: One (1) Submission per day during the Program Period. Participant is responsible for any content uploaded that is in violation of these Terms.

Submission Guidelines:

- The Submission must be in .jpg format; and
- The Submission must not exceed 5MB in size;

Permissions: Entrant must have permission from any recognizable individuals who appear in the Submission to use their likenesses in the Submission and to grant the rights set forth herein. Minors may only be included in the Submission if entrant is their parent or legal guardian. If requested, Participant must be able to provide such permissions or proof in a form acceptable to Sponsor.

Content Restrictions:

- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not contain content created by a third party, such as images or artwork;
- The Submission must not contain brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use in his/her Submission in this Program;
- The Submission must not disparage Sponsor, Administrator, or any other person or party;
- The Submission must not contain material that is inappropriate, offensive, indecent, obscene, 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; and

- The Submission must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where Submission is created.

Sponsor's Use of Submissions: Uploading a Submission constitutes Participant'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 Submission in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission. Released Parties (as defined in Section H.1, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions; all of which will be void.

Share photo on Twitter: Participants can follow the on-screen instructions to share their Submission on Twitter. Participants will automatically receive five (5) Tickets. Limit: One (1) time per month during the Program Period.

Closed loop referral of photo via Facebook: Participants can follow the on-screen instructions to refer their friends to the Program by sharing their Submission via Facebook post. For each referred friend who registers for the Program through the Participant's link from Facebook, Participant will automatically receive five (5) Tickets. Limit: One (1) time per month during the Program Period.

Share photo via email: Participants can follow the on-screen instructions to submit the name and email address of one (1) friend who must be eligible to enter the Program. Each person the Participant refers will be sent an email notifying him or her about the Program which includes the Submission. Participants may only refer persons with whom they have an existing relationship. For the referral of one (1) friend with valid email addresses, Participant will receive five (5) Tickets. Limit: One (1) time per month during the Program Period.

Play Zoltar: Participants can follow the on-screen instructions to play the Zoltar game. After playing the game, Participants will automatically receive five (5) Tickets. Limit: One (1) time per day during the Program Period.

Share Zoltar fortune via Twitter: Participants can follow the on-screen instructions to share their Zoltar fortune on Twitter. Participants will automatically receive five (5) Tickets. Limit: One (1) time per month during the Program Period.

Closed loop referral of Zoltar fortune via Facebook: Participants can follow the on-screen instructions to refer their friends to the Program by sharing their Zoltar fortune via Facebook post. For each referred friend who registers for the Program through the Participant's link from Facebook, Participant will automatically receive five (5) Tickets. Limit: One (1) time per month during the Program Period.

Share Zoltar fortune via email: Participants can follow the on-screen instructions to submit the name and email address of one (1) friend who must be eligible to enter the Program. Each person the Participant refers will be sent an email notifying him or her about the Program which includes the Participant's fortune. Participants may only refer persons with whom they have an existing relationship. For the referral of one (1) friend with valid email addresses, Participant will receive five (5) Tickets. Limit: One (1) time per month during the Program Period.

**4. Participant Accounts.** Sponsor will attempt to credit Participant Accounts with Tickets on a timely basis. However, each Participant will have the responsibility of ensuring that his/her Tickets are properly credited. Any claim for Tickets not credited accurately must be received by Sponsor within seven (7) days of the date of claimed accrual of such Tickets. Sponsor shall have no

liability for any printing, production, typographical, mechanical or other errors in the Tickets summaries or Accounts. Sponsor reserves the right to invalidate Tickets from an Account if it determines that such Tickets were improperly credited to such Account or obtained fraudulently. Sponsor reserves the right to require proof of accrual of Tickets and Sponsor reserves the right to delay the processing or redemption of any Tickets without notice to Participants, in order to assure compliance with these Terms. Participants are responsible for maintaining the confidentiality of their Accounts and passwords and for restricting access to their computers and activity on their account, and Participants agree to accept responsibility for all activities that occur under their Accounts or passwords. Without limiting any other remedies, Sponsor may suspend or terminate a Participant's Account if Sponsor suspects that a Participant has engaged in fraudulent activity in connection with the Program. Participation in the Program is subject to these Terms, as well as policies and procedures that Sponsor may adopt or modify from time to time. Any failure to abide by these Terms or any policies or procedures implemented by Sponsor, any conduct detrimental to Sponsor, or any misrepresentation or fraudulent activities in connection with the Program may result, in addition to any rights or remedies available to Sponsor in law or equity, in the termination of participation in the Program, as well as forfeiture of Tickets accrued to date and any other benefits earned in connection therewith, in Sponsor's sole discretion.

**5. Illegible Codes.** If you cannot read a Code or a Code is destroyed when opening a package, please visit the Website and locate the FAQ form in the footer. Then, follow the links and instructions to submit a question. Customer Service will provide you with instructions on how to proceed. Sponsor may require proof, including but not limited to the product packaging of all damaged Codes.

**6. No Cash Value or Transferability.** Tickets do not constitute property, do not entitle a Participant a vested right or interest and have no cash value. As such, Tickets are not redeemable for cash, transferable or assignable for any reason, and are not transferable upon death, as part of a domestic relations matter or otherwise by operation of law. The sale of Tickets is strictly prohibited. Any Tickets remaining in a Participant's Account at the end of the Program Period will be forfeited without compensation. There shall be no carry over or transfer of Tickets to other Sponsor programs, or extensions of the Program beyond the Program Period, unless otherwise determined by Sponsor in its sole and absolute discretion.

**7. Code Verification.** Participants must save the product packaging with a Code for at least thirty (30) days after the redemption of a Reward, as it may be necessary to submit it later for verification. Sponsor reserves the right to require proof, including, but not limited to, the product packaging. Sponsor's decisions regarding the awarding of Tickets are final and binding. Validated codes that are subsequently determined to be invalid for any reason are subject to disqualification and the corresponding Tickets will be removed from the Participant's Account to which the invalid Tickets were credited.

**8. Account Inactivity and Ticket Expiration.** Except for deactivation of inactive Accounts and expiration and forfeiture of Tickets, Tickets shall be maintained in the Participant's Account until they are redeemed for a Reward or until they expire at the end of the Program Period. No extensions, cash refunds or other exchanges will be allowed for expired Tickets. Any Tickets remaining in a Participant's Account following the expiration period will be forfeited without compensation. The Tickets have no cash value and are only redeemable for Rewards offered via the Program.

**9. Ticket Awarding.** Sponsor reserves the right to change the number of Tickets awarded per product or activity at any time, in its sole discretion.

#### **E. Redeeming Rewards from the Gift Shop**

1. A Participant may visit the Website to redeem Tickets for Rewards from the Gift Shop.

2. A Participant may begin redeeming Tickets for Rewards from the Gift Shop beginning May 1, 2016. Tickets can be redeemed immediately upon receipt or saved for redemption at a later date.
3. To redeem a Ticket from the Gift Shop, click on the "Coney Island Gift Shop" tab and follow the links and instructions to browse through the Gift Shop. Once Participant has located an item he or she would like to redeem, he or she can redeem the Tickets for the item by clicking on "Redeem Now." Participant will receive confirmation that the Reward has been claimed and the associated Tickets will be deducted from his/her Account.
4. Sponsor reserves the right to modify the list of Rewards available for redemption, as well as their corresponding Ticket values, at any time for any reason.
5. The total number of Tickets a Participant can use to redeem for a Reward is the number of Tickets he or she has available in his/her Account. Items are available while supplies last.
6. All Ticket redemptions for Rewards from the Gift Shop are final and the Tickets will be deducted immediately from Participant's Account.
7. Sponsor reserves the right to substitute an item advertised with an item of equal or greater value if due to unavailability or for any other reason.
8. Delivery time of any Reward will be 4-6 weeks from time order is placed, unless the Reward is delivered via email, or a different delivery time is specified in the item description included in the Gift Shop. We do not ship to P.O Boxes.
9. Upon redemption of a Gift Shop item, you will be asked to confirm your shipping address (if applicable) through the Website.
10. Participants are responsible for all costs and expenses associated with use of any Reward not stated in the Gift Shop as being provided. Rewards are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Participants may not substitute, assign or transfer a Reward or redeem a Reward for cash. All Reward details are at Sponsor's sole discretion.

#### **F. Rewards, Fulfillment of Items Redeemed Through Gift Shop**

1. Except as otherwise provided herein, no refunds will be provided on any redeemed item. If for any reason a redeemed item is received damaged, becomes unavailable or cannot be fulfilled, Sponsor, in its sole discretion, reserves the right to replace the redeemed item with a similar item of comparable or greater value.
2. Gift cards, and certain other types of Rewards may have additional terms and restrictions, of which Participants are responsible for making themselves aware. Additionally, gift cards should be treated by Participants like cash, and will not be replaced by Sponsor if they are lost or stolen. Participants are responsible for paying all costs and expenses not specifically stated, including but not limited to taxes, non-use fees or other expenses that might be reasonably incurred by the Participant in receiving or using the Reward.
3. Rewards will be delivered to the email address or residence address, as appropriate, as provided by Participant. It is the responsibility of the Participant to be sure all such information is current. Sponsor is not responsible for Rewards sent to non-current addresses or emails that are blocked by spam or other email filters, and any such Rewards will not be replaced.

#### **G. General Terms and Conditions**

1. Sponsor reserves the right to suspend or discontinue the eligibility of any person who uses, or, in the case of suspension, is suspected of using, the Program in a manner inconsistent with these Terms or any federal or state laws, statutes or ordinances. In addition to suspension or discontinuance of the Program eligibility, Sponsor shall have the right to take appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion.
2. Any attempt by any person to undermine the legitimate operation of the Program may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any of these Terms shall not constitute a waiver of that, or any other, provision.
3. All questions or disputes regarding eligibility for the Program, the availability of items in the Gift Shop or a Participant's compliance with these Terms will be resolved by Sponsor in its sole discretion. By their participation, Participants agree that all decisions made by Sponsor or their designated agents regarding the Program, Rewards or Participants' participation in the Program are final.
4. Participants are responsible for the payment of all taxes which may result from participation in the Program.
5. Participants are responsible for maintaining updated contact information in the Profile Information area of the Website. Information contained in Profile Information will be used to contact Participants redeeming items in the Gift Shop.
6. The Program is subject to all applicable laws and regulations.

#### **H. Limitation of Liability**

1. Administrator, Nathan's Famous, Inc., John Morrel & Co., Marsh Brand Partners, Sponsor, and their respective parent companies, affiliates, subsidiaries, service providers and promotional and advertising agencies and all of their respective officers, directors, employees, shareholders, agents, franchisees, successors and assigns (collectively, "Released Parties") are not responsible for late, incomplete, inaccurate, stolen, misdirected, undelivered, garbled, illegible or postage-due mail or email; or for any printing or computer error, omission, interruption, irregularity, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alteration of Program materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of Program information due to technical problems or traffic congestion on the internet, at any Website or any combination thereof or for any other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Program, including, without limitation, errors or difficulties which may occur in connection with the administration of the Program, the accrual of Tickets, the tabulation of Tickets, the redemption of Tickets, the announcement of the Rewards or in any Program-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Program. Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Program or downloading materials from or use of the Website. In the event that online access is temporarily corrupted and suspended, notice of such will be provided at the Website and Participants will be advised to hold receipts until such time that the Program, as originally intended, may be resumed, as determined by Sponsor in its sole discretion.



**2.** By participating in the Program, each Participant accepts all responsibility for, and hereby releases and agrees to indemnify and hold harmless Released Parties from and against any claims, liabilities, damages or expenses that may arise from actions taken by such Participant and/or Participant's participation in the Program, or for any harm or injury caused by any third party.

**3.** UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL ADMINISTRATOR, SPONSOR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, FRANCHISEES, SUCCESSORS, ASSIGNS, AND SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF PARTICIPATION IN THE PROGRAM OR ANY PURCHASED ITEM, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SUCH EXCLUSIONS MAY NOT APPLY TO YOU. IF ADMINISTRATOR IMPROPERLY DENIES A PARTICIPANT ANY PURCHASED ITEM, LIABILITY WILL BE LIMITED TO THE EQUIVALENT FAIR MARKET VALUE OF ITEM. BY PARTICIPATING IN THE PROGRAM, A PARTICIPANT WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO SUCH MATTERS IN ANY FORUM BEYOND ONE (1) YEAR AFTER THE FIRST OCCURRENCE OF THE KIND OF ACT, EVENT, CONDITION OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED.

**4.** Released Parties are not responsible for any products or services offered on the Website. TO THE FULLEST EXTENT ALLOWABLE BY LAW, ADMINISTRATOR AND SPONSOR SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THE PRODUCTS AND/OR SERVICES SOLD THROUGH THE PROGRAM. Those include any implied warranty of merchantability or fitness for a particular purpose and implied warranties arising from course of dealing or course of performance. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

**5.** As a condition of participating in the Program, Participant agrees that, except where prohibited, any and all disputes, claims and causes of action arising out of, or connected with, the Program or any item redeemed therein shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Michigan. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Terms, Participant's rights and obligations, or the rights and obligations of Administrator or Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of Michigan.

**6.** If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms, which will otherwise remain in full force and effect.