

THIS PROMOTION IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER THIS PROMOTION IF YOU ARE NOT LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY OR OTHERWISE NOT ELIGIBLE.

DANNON® OIKOS® “SUPER BOWL LV TRIP” INSTANT-WIN GAME AND SWEEPSTAKES AT PUBLIX (“PROMOTION”) OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. ELIGIBILITY: The Promotion is open to legal U.S. residents Alabama, Florida, Georgia, North Carolina, South Carolina, Tennessee and Virginia, who are eighteen (18) years of age (nineteen [19] if a resident of Alabama) or older as of date of entry. Void where prohibited by law and anywhere not specifically listed herein. Employees, officers and directors of Danone US, LLC (“Sponsor”), Publix Super Markets, Inc., Young America, LLC (“Administrator”), their respective parent, subsidiary, and affiliated companies, participating retailers, advertising, promotion, production or fulfillment agencies, Web masters/suppliers (and their IRS dependents, immediate family members [spouse, parents, children, siblings] and individuals residing in their same household, whether or not related) and the NFL Entities (as defined below) are not eligible to participate. By participating, participants agree to these Official Rules and the decisions of the Sponsor and/or its independent judging agency which are final and binding in all respects.

2. PROMOTION TIMING: Promotion begins at 12:00:00 a.m. Central Time (“CT”) on December 21, 2019 and ends at 11:59:59 p.m. CT on February 2, 2020 (“Promotion Period”). The time clock of the computer administering this Promotion is the official clock for this Promotion.

3. HOW TO PARTICIPATE: During the Promotion Period, go to OikosSuperBowlLVsweeps.rewardpromo.com (“Website”)*. Upon accessing the Website for the first time, follow the instructions to register for the Promotion. You will be required to enter your first and last name, address, date of birth, email address and zip code. Read or have read to you these Official Rules and then place a checkmark in the box provided indicating your agreement to these Official Rules.

Once registered, follow the instructions to play for a chance to win an Instant-Win Prize (a “Play”). During the Promotion Period, randomly selected times will be chosen, and the first participant who completes a Play in accordance with these Official Rules (whose Play is properly received and recorded by Sponsor's computer) at or immediately after a randomly-selected time will win an Instant-Win Prize (subject to verification by Sponsor in its sole discretion). If your screen displays a prize-winning message, you are a winner of the indicated Instant-Win Prize (subject to verification). If your screen does not display a prize-winning message, you are not a winner of an Instant-Win Prize. For each Play, you will receive one (1) entry into the Random Drawing (defined in Section 4). Odds of winning an Instant-Win Prize depend on the number of eligible Plays received and the order in which they are received.

Limit one (1) Play per person/email address/household per day. A “day” is defined as the twenty-four (24) hours between 12:00:00 a.m. CT and 11:59:59 p.m. CT of the same day with the exception of the first day of the Promotion Period which shall begin at 12:00:00 p.m. CT and end at 11:59:59 p.m. CT of the same day.

All participants must have a valid email address. The name of the person submitting a Play into the Promotion must be the name of the authorized account holder of the email address used to submit a Play, otherwise, Play may be deemed void. In the event of a dispute over the identity of a participant, the Play will be declared made by the authorized account holder of the email address used during the submission process. A potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such account. It is solely the responsibility of the participant to notify the Sponsor in writing if the participant changes his or her email address during the Promotion Period.

Proof of delivery or receipt of a Play will not be deemed by the Sponsor as proof of submitting a Play into this Promotion. Each Play must be manually key stroked and/or manually entered by the individual participant; automated and/or repetitive electronic submission of Plays (including but not limited to Plays made using any script, macro, bot or sweepstakes service) will be disqualified and transmissions from these or related email addresses or IP addresses may be blocked. Additionally, use of multiple email addresses for the purpose of submitting more than the stated number of Plays per day is prohibited and such persons will be disqualified and all of their Plays (and corresponding entries into the Random Drawing) shall be deemed invalid and any prize won by such person shall be forfeited.

*You may also access the Website by using your SMS-enabled mobile phone or other device to text the word OIKOS to short code 50563. By texting **OIKOS** to 50563, you authorize Sponsor to send you up to two (2) reply messages to the number you provide by auto dialer. The first reply message will contain a link to the Website; the second reply message will only be sent if you text “STOP” or “HELP” as explained below. Consent is not a condition of entry. Your text is your electronic signature agreeing to these terms and to giving electronic written consent. Should you choose to use your SMS-enabled mobile phone to access the Website and/or submit a Play (defined below), you must have a mobile phone or other web-enabled device with text messaging capabilities. **Message and data rates may apply.** Check with your wireless service provider for details on these and other applicable charges. Participants are solely responsible for any such wireless charges. Not all wireless carriers participate. A participant may, at any time, choose to not receive further text messages by sending an opt-out text message stating “STOP” to 50563. If a participant sends an opt-out text message, he/she will be sent a reply text message, which will confirm that he/she has been unsubscribed and will receive no further text messages. For help, text the word “HELP” to 50563.

4. RANDOM DRAWING: The potential Grand Prize winner will be selected in a random drawing from among all eligible entries received for the Promotion Period on or about February 3, 2020 (the “Random Drawing”) by the Administrator whose decisions are final in all matters relating to this Promotion. Odds of winning the Grand Prize depend on the total number of eligible entries received for the Random Drawing.

5. PRIZE DETAILS:

Grand Prize – Awarded via the Random Drawing.

One (1) Grand Prize will be awarded consisting of two (2) tickets to Super Bowl LV in Tampa, Florida scheduled to take place on February 7, 2021 (“Super Bowl”); round-trip coach air transportation for winner and one (1) guest from a major airport nearest winner’s home to Tampa, Florida; double-occupancy hotel accommodations for three (3) nights; transportation to/from airport and hotel in Tampa, Florida and to/from hotel and Super Bowl; and a \$500.00 pre-paid debit card (subject to terms and conditions as set by issuer). Travel dates: February 5, 2021 – February 8, 2021. Approximate Retail Value (“ARV”): \$12,000.00.

Grand Prize Conditions: Travel and accommodations are subject to availability and change, including but not limited to selection of airline and hotel, at Sponsor’s sole discretion. Super Bowl subject to change and/or cancellation. If winner resides within 250 miles of Tampa, Florida, another method of transportation may be substituted for air transportation by Sponsor, in its sole discretion. Ground transportation (other than as stated above), meals, gratuities, luggage fees, incidental hotel charges, any and all taxes (income, sales, or otherwise), and all other expenses not specified herein are solely the winner’s responsibility.

Winner and guest must travel on same itinerary. The guest must be eighteen (18) years of age or older (nineteen [19] years of age or older if a resident of Alabama or Nebraska) and he/she will be required to sign and return a travel release within the time specified by Sponsor before any travel occurs. Once the guest is selected, he/she may not be substituted, except in Sponsor's sole and absolute discretion.

Winner understands that there are inherent risks involved in travel, in attending the Super Bowl, and activities related thereto, and that these risks may be present before, during and after the trip. Sponsor is not responsible for cancelled, delayed, suspended or rescheduled events (including the airline flights and Super Bowl) or any acts or omissions whatsoever by prize provider or any other person or entity providing any prize-related services or accommodations beyond its control.

Neither Sponsor, nor its parent or affiliates, are liable for any missed events or opportunities or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. In the event a winner misses a scheduled airline flight, or any other transportation related to any prize activity (through no fault of Sponsor or due to Force Majeure), neither Sponsor, nor its parent or affiliates, will have any liability for any costs associated with changing or rebooking transportation.

Winner and guest must have all necessary identification and/or travel documents (e.g. a valid driver’s license or passport) required for travel. Airline tickets are non-refundable/non-transferable and may not be valid for upgrades and/or frequent flyer miles. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Winner and guest are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Winner is responsible for any loss of prize or portion of any prize after it has been delivered. Sponsor will not replace any lost or stolen prizes. Sponsor reserves the right to assign seating at the Super Bowl. Super Bowl tickets are not for re-sale and cannot be sold after awarded. Actual retail value depends on city/day/time of departure and actual location of seats at the Super Bowl.

Winner and guest must abide by all venue policies. Sponsor and/or venue operator reserves the right to revoke full or partial prize from winner and/or any guest who it and/or venue personnel deem may, in their sole discretion, to have violated any venue policy or law, and/or may bring Sponsor and/or venue operator into disrepute.

Winner and guest maybe required to submit to a confidential background check to help ensure that they will not bring the Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Sponsor (or its parent and affiliates) in Sponsor's sole and absolute discretion. Sponsor reserves the right to disqualify the winner and his/her guest based on the results of their background check. If requested by Sponsor, the winner and/or guest must agree to sign waiver forms authorizing the release of personal and background information or prize may be forfeited.

Instant-Win Prizes – Awarded via the Instant-Win Game.

Fifty (50) Instant-Win First Prizes will be awarded, each consisting of a \$50.00 NFLShop.com Gift Card. ARV: \$50.00 each.

One hundred (100) Instant-Win Second Prizes will be awarded, each consisting of a \$25.00 NFLShop.com Gift Card. ARV: \$25.00 each.

NFLShop.com Gift Cards are subject to terms and conditions as set by issuer. **Limit one (1) Instant-Win Prize per person/household.** A winner of an Instant-Win Prize is eligible to win the Grand Prize. Total ARV of all prizes is \$17,000.00.

If a winner cannot accept the prize as stated, prize may be forfeited. Prize cannot be substituted, assigned, transferred or redeemed for cash; however, Sponsor reserves the right, at its sole discretion, to substitute a prize of equal or greater value if the advertised prize is unavailable. Grand Prize winner will be issued an IRS 1099 Form for the retail value of prize(s) won. All federal, state and local taxes, if any, on prize and any other costs and expenses associated with prize acceptance and use not specified herein as being provided are solely winner's responsibility, regardless of whether it, in whole or in part, is used. Unclaimed prizes will not be awarded. Any difference between stated value and actual value will not be awarded.

6. RELEASE AND LIMITATIONS OF LIABILITY/GENERAL RULES: By entering, participants agree and agree to confirm in writing that participants agree to release and hold harmless, Sponsor, Publix Super Markets, Inc., and their respective related companies, parents, subsidiaries, affiliates, limited liability companies, prize partners, affiliates, directors, officers, employees, consultants, contractors, legal counsel, assigns and their respective agents and agencies (the "Released Parties") from and against any claim or cause of action arising out of participation or attempt to participate in the Promotion. Released Parties will have no liability whatsoever for, and shall be held harmless by participants against any liability for any injuries, losses or damages of any kind to person(s) including, without limitation, death, or property, resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Promotion or any prize-related activities, including, without limitation, any travel related thereto; (b) except where legally prohibited, winners grant (and agree to confirm that grant in writing) permission to Sponsor and those acting under its authority the right to the use of his/her name, picture, likeness, voice, biographical information

and statements, at any time or times, for advertising, trade, publicity and promotional purposes without additional compensation, in all media now known or hereafter discovered, worldwide in perpetuity, and on the Internet and World Wide Web, without notice, review or approval, unless prohibited by law; (c) any portion of a prize not accepted or used by the winner will be forfeited; and (d) Sponsor is not responsible for any inability of a winner to accept or use any prize (or any portion thereof) for any reason. The prize winners shall bear all risk of loss or damage to their prize after it has been delivered.

7. NFL ENTITIES LIABILITY RELEASE: Participant irrevocably waives all claims against the National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees (collectively, the "NFL Entities") and agrees that the NFL Entities will have no liability or responsibility for any claim arising in connection with participation in this Promotion or the prizes awarded.

8. DISCLAIMER: No more than the stated number of prizes will be awarded. In the event that a programming, production, seeding or printing error or any other reason causes more than the stated number of prizes, as set forth in these Official Rules, to be available, awarded, and/or claimed, Sponsor reserves right to award only the stated number of prizes. Screen shots are not proof of winning status.

9. WINNER NOTIFICATION: The potential Grand Prize winner will be notified by email and will be required to sign and return an Affidavit of Eligibility/Liability Release with (where lawful) a publicity release within seven (7) days of attempted winner notification as indicated by the date on the Affidavit. Potential Instant-Win Prize winners will receive an email within forty-eight (48) hours of receiving a prize-winning message during their online session at the Website. The email will contain instructions on how to claim their prize. Prize must be claimed within five (5) days of email notification. Sponsor is not responsible for suspended or discontinued Internet or wireless service or a change in winner's email address, which may result in a potential winner not receiving prize notification. If any prize or prize notification is returned as undeliverable, if a potential winner does not respond to the notification or return any required documents within a specified timeframe (as stated above), if a potential winner cannot be verified or is otherwise unable to accept the prize as stated, prize may be forfeited (and in the case of the Grand Prize, awarded to an alternate winner). Upon forfeiture for any reason, no compensation shall be given. Instant-Win Prizes will only be delivered to an address (no PO Boxes) within the United States upon winner verification. Grand Prize winner will receive additional information regarding the delivery of their prize within eight (8) weeks of winner verification.

THE POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL PARTICIPANT'S ELIGIBILITY HAS BEEN VERIFIED AND PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. Sponsor's use of your personal information is subject to the privacy policy located at <http://www.dannon.com/privacy-policy/>. Any communication between participant and Sponsor or their agencies regarding this Promotion (e.g. phone calls, text messages, chats, emails, etc.) may be recorded for quality assurance and training purposes. If you are verified as a prize winner, your first name, last initial, city and state will be included in a publicly-available winner's list.

10. LIABILITY LIMITATIONS: Except where prohibited and to the extent prohibited by law, by participating in the Promotion, Promotion participants and winners (participants that accept a prize) release and agree to indemnify and hold the Released Parties harmless, from and against any unauthorized human intervention in the Promotion; including but not limited to, lost, late, illegible, incomplete, stolen, postage-due, mutilated, non-delivered or misdirected entries or entries not received by the entry deadline, text messages or mail; or for interrupted or unavailable satellite, network, server, Internet Service Provider, Website, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, corrupted, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of a Play or other information or the failure to capture, or loss of, any such information. Persons who tamper with or abuse any aspect of this Promotion or otherwise attempt to undermine the legitimate operation of the Promotion by cheating, hacking, deception, or other unfair entry practices or intending to annoy, abuse, threaten or harass any other participants or Sponsor representatives, as solely determined by the Sponsor, will be disqualified. Any use of robotic, automatic, macro, programmed or like entry methods will void all such entries by such methods, and disqualify any participant using such methods. Use of Website is at user's own risk. The Released Parties are not responsible for injury or damage to participants' or to any other person's computer or mobile or wireless device related to or resulting from participating in this Promotion or downloading materials from or use of the Website. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by Website users, human error, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion, and assume no responsibility for any error, interruption, deletion, defect, delay in operation, or transmission, communications line failure, theft or destruction, or unauthorized use of Website or any equipment associated with this Promotion. Sponsor reserves the right, in its sole discretion to cancel or suspend this Promotion should fraud, virus, bugs or other causes beyond the control of Sponsor corrupt the administration, security or proper play of the Promotion. In the event of cancellation, Sponsor will randomly award the prizes from among all eligible, non-suspect Plays/entries received prior to cancellation.

CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR EQUIPMENT USED FOR THE PROMOTION OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

11. BINDING ARBITRATION AND DISPUTES: Any controversy or claim arising out of or relating to this Promotion shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply New York law consistent with the Federal Arbitration Act

and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE PARTICIPANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS PROMOTION IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.**

BY PARTICIPATING IN SPONSOR'S PROMOTION, EACH PARTICIPANT INCLUDING EACH PRIZE WINNER AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT OR PRIZE WINNER BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) PARTICIPANT AND EACH PRIZE WINNER'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND PARTICIPANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY PARTICIPANT.

12. GOVERNING LAW AND JURISDICTION: By participating, participants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules, and any matters or proceedings which are not subject to arbitration as set forth in

these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of New York, in the County of Westchester. By participating, participants consent to the jurisdiction and venue of the federal, state and local courts located in Westchester County, New York.

13. WINNER'S LIST: For the names of the winners, mail a self-addressed, stamped envelope to: Dannon Oikos "Super Bowl LV Trip" Instant-Win Game and Sweepstakes at Publix Winner's List, 10 South 5th Street, 7th Floor, Dept. 856-7003, Minneapolis, MN 55402 for receipt by March 4, 2020.

14. SPONSOR: Danone US, LLC, 1 Maple Avenue, White Plains, NY 10605.

15. ADMINISTRATOR: Young America, LLC, 10 South 5th Street, 7th Floor, Minneapolis, MN 55402.

The NFL Entities have not offered or sponsored this Promotion in any way.