

# PROPEL® ENERGY NUGGET SWEEPSTAKES

## Official Sweepstakes Rules

(Last Updated July 25, 2011)

### **1. Sweepstakes Overview, Term and Eligibility.**

**NO PURCHASE NECESSARY TO ENTER OR WIN THE SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

Welcome to the Propel® Energy Nugget Sweepstakes (“Sweepstakes”), sponsored by Land O’Lakes Purina Feed LLC (“Sponsor(s)”), offering to eligible Participants the chance to win one (1) ton of Propel® Energy Nugget feed worth an approximate retail value (“ARV”) of \$1,000.00 (one thousand dollars). The Sweepstakes entry period commences on August 1, 2011 (12:00:01 a.m. Central time) and continues through and including November 15, 2011 (11:59:59 p.m. Central time) (“Sweepstakes Term”).

Participation in the Sweepstakes is only available to **dairy producers who own milking cows and** are individual legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years of age at the time of the entry (together with all other eligibility and participation criteria as specified herein, a “Participant”). Employees, contingent staff persons, officers and directors of Sponsor(s) and its/their subsidiaries and affiliates, together with members of their immediate families (parent, child, sibling and spouse of each) and those living in their same households (whether or not related), are ineligible to enter and participate in the Sweepstakes. The Sweepstakes is void where prohibited or to the extent restricted by law.

These specifications, terms and conditions relating to the Sweepstakes comprise these Official Sweepstakes Rules (“Rules”) and shall govern and apply to all participation and activity arising out of and relating to the Sweepstakes. Interface with Sponsor(s) through its/their Sweepstakes-related web properties shall additionally be governed by the prevailing and posted Privacy Statement, Terms of Use, and other disclosed terms and conditions. In the event of a conflict between the Rules and any other official Sweepstakes-related communications by Sponsor(s), these Rules shall govern. Participant shall review these Rules which, by Participant’s participation and as a condition to claiming, redeeming, and use of any Sweepstakes prize, Participant agrees will govern all aspects of Participant’s relationship with the Sweepstakes and Sponsor(s). These Rules cannot be modified or superseded except by Sponsor(s), in its/their reasonable discretion, in a written revision to these Rules posted on the official Website ([www.propelnugget.com](http://www.propelnugget.com)) (“Site”) and at Sponsor(s)’ sole discretion, other potential official Sweepstakes communication methods reasonably calculated to reach potential, active, or historical Participants.

### **2. How to Enter.**

No purchase necessary to participate in the Sweepstakes. To enter, send a text message with PROPEL1 to 31256. Limit one (1) entry per person. Standard text messaging and data rates apply. Stop receiving text messages at any time by texting “STOP” to 31256. All entries must be received by no later than 11:59:59 p.m. Central time on November 15, 2011 to be eligible to win.

To enter by mail, Participant must send a hand printed 3” x 5” card with Participant’s complete name, address, city, state, zip code, day and evening phone numbers, and e-mail address in a first-class stamped envelope to: *Propel® Energy Nugget Promotion, Land O’Lakes Purina Feed LLC, 1080 West County Road F, Mail Station 5315, Shoreview, MN 55126*. Entries must be postmarked by November 15, 2011 and received by November 21, 2011. Limit one (1) entry per name/address/e-mail address/mobile telephone number, regardless of the method of entry. The Sponsor(s)’ computer(s) is/are the official time keeping device(s) for this

Sweepstakes. Proof of text message does not constitute proof of delivery or entry. Any attempt to submit more than the maximum number of entries using multiple/different mobile telephone numbers, identities, or any other methods may void that Participant's entry. Entries generated by a robotic, programmed, script, macro or other automated means will be disqualified. No other forms of entry are valid other than those set forth above. All entry information becomes the property of the Sponsor(s) and will not be returned.

### **3. Prizes.**

**One (1) Prize:** One (1) Participant ("Prize Winner") will receive one (1) ton of Propel® Energy Nugget, available to be received, at the Prize Winner's discretion, as a bagged product (forty (40) fifty pound (50-lb) bags) or as a bulk product (one (1) ton of bulk Propel® Energy Nugget added to a minimum 3-ton order, mixed in as an ingredient in complete feed). APR of Prize is \$1,000.00 (one thousand). There is a total of one (1) Prize. Odds of winning the Prize depends upon the total number of eligible entries received. Limit one (1) Prize per person.

Prizes do not include transportation costs, insurance, licenses, transfer fees, taxes, and other expenses or items not specifically described as part of the Prize(s) in these Rules. No cash or other substitution, assignment, or transfer of Prize is permitted, except that Sponsor(s) reserves the right, but has no obligation, to substitute a Prize with another prize of comparable value. Any and all taxes, expenses, and/or fees associated with Prize receipt, redemption and use are the sole responsibility of the Prize Winner. All Sweepstakes Prize details are at Sponsor(s)' sole discretion.

Sweepstakes Prizes will be awarded to individual winning Participants and should be retained by such individuals only in conformity with these Rules.

### **4. Drawing.**

Winners will be selected in a random drawing from among all eligible entries received during the Sweepstakes Term. Drawings will be conducted on or about December 1, 2011 by Sponsor(s) whose decisions are final and binding in all matters relating to this Sweepstakes. The Participant selected ("Winner") must comply with all terms and conditions of these Rules. Winners will be notified by e-mail, telephone, or mail on or about December 1, 2011. Winners must properly complete, sign, notarize, and return to Sponsor by mail within ten (10) days of being notified, an Affidavit of Eligibility and Liability/Publicity release in order to confirm eligibility for Prize (unless prohibited by law). If a Winner cannot be contacted after the first attempt; if Winner fails to sign and return the affidavit of eligibility and liability/publicity release within the required time period; if Winner is otherwise ineligible pursuant to these Rules; the Winner will be deemed to have forfeited the Prize. In the event of forfeiture by a Winner, an alternate Winner will be selected from among the entrants received during the Sweepstakes Term at random.

### **5. General Terms.**

By participating in this Sweepstakes, Participants agree to be bound by these Rules and the decisions of the Sponsor(s), which shall be final. All federal, state, and local laws apply.

Sponsor(s) is/are not responsible for late, lost, stolen, incomplete, illegible, damaged, postage due, or misdirected entries. Void wherever prohibited or restricted by law. Sponsor(s) and its/their affiliates, directors, agents, and employees will have no responsibility and/or liability for any harm, damage, loss, or injury arising from participating in this Sweepstakes and the use, misuse, possession, or loss of the Prize or participation in Prize-related activities. Winner shall bear all risks of loss or damage to Prize after it has been delivered. Sponsor(s) make/makes no representations or warranties of any kind concerning the appearance, safety or performance of any Prize. The Prize Winner will be solely responsible for all applicable federal, state

and local taxes on Prize. All other expenses on the receipt and use of the Prize not specifically mentioned herein are solely the responsibility of the Winner. Any portion of a Prize not accepted by Winner will be forfeited.

By accepting the Prize, Winner grants to Sponsor the right to print, publish, broadcast, and use worldwide in any media now known or hereinafter known the Winner's name, image, voice, statement, picture, or other likeness, without additional review, notification or compensation, for public relations, advertising, trade, and promotional purposes as may be determined by Sponsor(s), unless prohibited by law. The entry information provided is subject to the Privacy Policy on the above-stated Site. To read that Policy, access the Site and then access the Terms and Conditions.

## **6. Dispute Resolution & Indemnification.**

Except where prohibited, by participating in this Sweepstakes, Participant agrees that all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of Participant(s) and Sponsor(s), shall be governed by and construed exclusively in accordance with the laws of the State of Minnesota without giving effect to any principles of conflicts of law of any jurisdiction and that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating, but in no event attorneys' fees; and (c) under no circumstances will any Participant be permitted to obtain awards for and hereby waives all rights to claim 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.

Participants agree to release, defend, indemnify, and hold harmless the Sponsor(s) from and against, any and all liability, claims, losses, damages, or proceedings, including but not limited to death (including reasonable attorneys' fees) relating to the Sweepstakes, Prizes, and any other matters in connection with a Participant's participation in the Sweepstakes.

## **7. Winner's List.**

For Sweepstakes results and/or the name(s) of the Winner(s), send a self-addressed, first-class stamped envelope to: *Propel® Energy Nugget Promotion, Land O'Lakes Purina Feed LLC, 1080 West County Road F, Mail Station 5315, Shoreview, MN 55126*, postmarked by January 6, 2012.