

## Ranchology™ Rewards Terms and Conditions

Ranchology™ Rewards (the "Program") is a loyalty program offered by HV Food Products Co. ("Sponsor") through which individuals ("Participants" or, individually, the "Participant") can earn badges by taking a variety of actions on the Ranchology™ Rewards site. After the completion of five (5) badges, Participants will receive a "Reward" (Rewards defined in Section F).

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU IF YOU REGISTER FOR THIS PROGRAM.

BY REGISTERING FOR THE RANCHOLOGY REWARDS YOU ACKNOWLEDGE AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS ("TERMS") STATED HEREIN AS WELL AS the CLOROX [TERMS OF USE](#). IF YOU DO NOT AGREE TO ALL TERMS, DO NOT REGISTER FOR THE PROGRAM. SPONSOR RESERVES THE RIGHT TO REVISE THESE TERMS, OR MODIFY, OR TERMINATE THE PROGRAM AT ANY TIME AND IN ANY MANNER, IN WHOLE OR IN PART, WITHOUT PRIOR NOTICE, AS OUTLINED BELOW, EVEN THOUGH SUCH CHANGES MAY AFFECT BADGES EARNED. YOU SHOULD BOOKMARK AND CHECK THIS PAGE PERIODICALLY TO ENSURE THAT YOU ARE FAMILIAR WITH THE MOST CURRENT VERSION OF THESE TERMS. YOU CAN DETERMINE WHEN THESE TERMS WERE LAST REVISED BY CHECKING THE "LAST REVISED" LEGEND AT THE TOP OF THESE TERMS. CONTINUED ACCESS AND USE OF THE RANCHOLOGY WEBSITE AND PARTICIPATION IN THE PROGRAM AFTER SUCH CHANGES CONSTITUTES YOUR ACCEPTANCE OF THE REVISED TERMS THEN IN EFFECT. YOU AGREE THAT YOU WILL REVIEW THESE TERMS PERIODICALLY AND THAT YOU SHALL BE BOUND BY THESE TERMS AND ANY MODIFICATIONS HEREOF.

**Sponsor:** HV Food Products Co., 1221 Broadway, Oakland, CA, 94612.

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

**A. Eligibility.** The Program is only open to legal residents of the fifty (50) United States (and the District of Columbia), who are at least eighteen (18) years old at the time of entry ("Participants"). Employees of Sponsor, Administrator and their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible to participate in the Program. The Program is void where prohibited. Corporations or other entities or organizations of any kind are not eligible to participate in this Program.

**B. Timing.** The Program begins at 12:00 a.m. Eastern Time ("ET") on June 28, 2017 and will continue until Sponsor announces its termination, which it may do at any time, with or without notice to Participants. Sponsor also reserves the right to suspend or modify the Program, at its discretion, at any time. Termination, modification or suspension may affect a Participant's ability to earn a Badge or receive a "Reward." Sponsor will make reasonable efforts to provide notice to Participants of changes to the Program prior to implementation. By continuing to participate in the Program, Participants agree to any changes made to the Program.

**C. Registration and Privacy of your Personal Information.** During the Program Period, visit <https://www.hiddenvalley.com/login/> and follow the links and instructions to join Ranchology™ Rewards by completing and submitting the registration form, agreeing to the Ranchology™ Rewards Terms and Conditions as well as the Sponsor's [Terms of Use](#) to create an account ("Account"), or where you previously had an Account opt in by accepting Ranchology™ Rewards Terms and Conditions. Only the individual named on the registration form (the "Participant") will be entitled to access Account information. Only one (1) Account per Participant.

Your submission of personally identifiable information through this Program and the Ranchology™ website is governed by Company's Privacy Policy, which is located at

<https://www.thecloroxcompany.com/legal/privacy/en-us/> (the "Privacy Policy") and is incorporated herein by reference. Please review our Privacy Policy to understand our practices in connection with the use and protection of your personal information. Please note that when you register for this Program, you are consenting to allow your name, and any image you upload to be visible to other users of the website. Additionally, actions you take on the website, such as submitting photos and video, or rating recipes, will be visible to other users. If you do not want this information to be visible, you can change your privacy settings under the My Account section.

## E. Earning Badges

1. During the Program Period, Sponsor will offer Badges for completing various activities. Activities include but are not limited to watching content offered, saving or sharing recipes, rating and reviewing products and recipes (honest feedback requested; no endorsement of Sponsor's products or services is required or expected), answering survey questions, and referring new members. The types of Badges offered will change over time and a complete list of Badges, activities required to receive the Badge is presented within the Rewards tab.
2. Badges earned and Rewards offered will be displayed within Participant's dashboard within the Rewards tab.
3. Sponsor reserves the right to remove a Badge from a Participant's Account if it determines that such Badge were improperly credited to the Participant's Account or were obtained fraudulently.

## F. Rewards

1. Sponsor will offer a variety of Rewards, including but not limited to digital items such as downloadable content, recipes, printable assets, and other digital items that have no monetary value, Hidden Valley® branded merchandise, coupons for discounts on Hidden Valley® products, and free samples. ***There is no guarantee of what Reward will be offered or if the Reward offered will have any monetary value.*** All Reward details are at Sponsor's sole discretion.
2. Sponsor will offer Participants a Reward after the completion of a designated number of badges as set forth on the Rewards page of [hiddenvalley.com](http://hiddenvalley.com). The number of badges required to earn a Reward will change from time to time. Participant will not be able to select the Reward. Participant may be required to provide his/her home mailing address for Reward fulfillment. Physical Reward items cannot be shipped to P.O. Boxes. Participants who fail to provide the home mailing address within 30 days of the date they are notified, will forfeit the Reward.
3. Physical Reward items will be delivered within 6 - 10 weeks from time the Reward is earned and will be sent to the residential address provided by Participant. Digital Reward items will be delivered to the email address associated with the Participant's account. It is the responsibility of the Participant to be sure all contact information in his/her Account is current. Sponsor is not responsible for digital Rewards sent to non-current email addresses, and any such Rewards will not be replaced.
4. 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.
5. No refunds will be provided on any Reward item. If for any reason a Reward item is received damaged, Sponsor, in its sole discretion, will replace it. ***There is no guarantee that the replacement will have any monetary value.***
6. Product coupons and other types of Reward items may have additional terms and restrictions, of which Participants are responsible for making themselves aware.

## G. General Terms and Conditions

1. Sponsor reserves the right to suspend or discontinue the eligibility of any person who uses or is suspected of using the Program in a manner inconsistent with these Terms and Conditions or any federal or state laws, statutes or ordinances. In addition to suspension or discontinuance of Program eligibility, Sponsor shall have the right to take appropriate administrative and/or legal action against such persons.

2. Any attempt by a 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 may seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any of these Terms and Conditions shall not constitute a waiver of this, or any other provision.

3. All questions or disputes regarding eligibility for the Program, the availability of Rewards or a Participant's compliance with these Terms and Conditions will be resolved by Sponsor in its sole discretion. By participating, Participants agree that all decisions made by Sponsor or its designated agents regarding the Program, Rewards or Participant's eligibility are final.

4. Neither Sponsor nor HelloWorld are responsible for any incorrect or inaccurate information supplied by Participants for the Program.

5. Participants are responsible for the payment of all taxes which may result from participation in the Program.

6. Participants are responsible for maintaining updated contact information on the Website.

7. The Program is subject to all applicable laws and regulations.

8. The Sponsor is not responsible for lost, late, stolen, misdirected or illegible mail or email.

9. These Terms, together with Terms of Use and Privacy Policy, make up the entire agreement between Sponsor and Participants relating to the Program, and replaces any prior understandings or agreements (whether oral or written) regarding the Program. If a court of competent jurisdiction holds or declares any part of these Terms to be unenforceable or invalid for any reason, such provision(s) will be enforced to the fullest extent permitted by applicable law and all other provisions of these Terms will remain in full force and effect. All questions or disputes regarding eligibility for the Program, awarding of Badges, offering Rewards, or a member's compliance with these Terms will be resolved by Sponsor in its sole discretion.

#### **H. Release, Limitation of Liability and Dispute Resolution.**

1. By participating in the Program, each Participant accepts all responsibility for, and hereby releases and agrees to indemnify and hold harmless Sponsor, Administrator, and their respective parent companies, subsidiaries, affiliates, agents, promotion and advertising agencies, franchisees, and each of their respective officers, directors, employees, shareholders, and successors, assigns, and service providers ("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.

2. RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST SAVINGS), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, THAT ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH (A) ANY USE OF THE PROGRAM, (B) ANY FAILURE OR DELAY BY RELEASED PARTIES IN CONNECTION WITH THE LOYALTY PROGRAM (INCLUDING, WITHOUT LIMITATION, THE USE OF, OR INABILITY TO USE, ANY COMPONENT OF THIS PROGRAM); OR (C) THE PERFORMANCE OR NON PERFORMANCE OF THE PROGRAM BY RELEASED PARTIES, EVEN IF RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. This disclaimer of liability applies to any damages or injury caused by

any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of your registration information, whether for breach of contract, tortious behavior, negligence, or under any other cause of action. If, despite the limitation above, Released Parties are found liable for any loss or damage which arises out of, or is in any way connected with, any of the occurrences described in the limitation above, then its liability will in no event exceed, in total, the sum of US \$100.00. SOME STATES DO NOT ALLOW THE LIMITATION OF LIABILITY, SO THE LIMITATIONS ABOVE MAY NOT APPLY TO YOU.

**3.** 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 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 Terms and Conditions, Participant's rights and obligations, or the rights and obligations Released Parties 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.

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