

**#AddWholeGrainOats Sweepstakes  
for RDBA Member Retail Dietitians  
Sponsored by Retail Dietitians Business Alliance**

Shoppers love to know how their favorite retail dietitians eat, and here's your chance to lead by example with all your fans during National Oatmeal Month.

The Retail Dietitians Business Alliance is sponsoring a Sweepstakes exclusive to retail dietitians who are members of RDBA as of December 31, 2018. The prize? A \$1,000 travel stipend provided by The Quaker Oats Company to an education conference of your choosing in 2019. Two winners will be selected!

There are a variety of ways to enter this Sweepstakes, and all include you sharing favorite ways to add oats to your eating habits. Choose one of the options below to be entered for a chance to win:

1. Post twice on the @SupermarketGuru Facebook page, including the hashtags #AddWholeGrainOats and #Sweepstakes and tagging to your retailer page. Include pictures in your posts. Or,
2. Write and post a blog on your retailer's website. Or,
3. Write and send an article in an e-newsletter or e-blast that goes to shoppers or loyalty card holders. Or,
4. Host a media spot all about oats with a local television station.

Social media/blog posts, articles and media spots must be posted, distributed or aired between January 1-31, 2019.

Promote your favorite use of oats, oat recipes, or cooking with oats. Get creative with overnight oats or savory recipes using oats.

Please see below for complete entry details and the official Sweepstakes rules.

**#AddWholeGrainOats Sweepstakes Official Rules:**

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook. Facebook is not affiliated with the Sponsor, PepsiCo or The Quaker Oats Company in any way.

1. *Entry Period:* The #AddWholeGrainOats Sweepstakes begins at 8:00 am Eastern Standard Time ("EST") on January 1, 2019 and ends at 11:59:59 pm on January 31, 2019 EST ("Sweepstakes Period").

2. *Eligibility:* The #AddWholeGrainOats Sweepstakes (“Sweepstakes”) is open only to legal residents of the fifty (50) United States and the District of Columbia (“D.C.”) who are: (a) at least eighteen (18) years old at the time of entry (at least nineteen (19) if a resident of AL or NE); (b) a dietitian employed by or consulting to a retail grocery or convenience store at the time of entry and continuing through the date on which prizes are awarded; and (c) a member of the Retail Dietitians Business Alliance (“RDBA”) as of December 31, 2018. Retailer must have carried Quaker Old Fashioned and/or Steel Cut Oats as of December 31, 2018.

Employees of PepsiCo, The Retail Dietitians Business Alliance (referred to herein as “RDBA” and “Sponsor”), and any of their respective parent companies, affiliates, subsidiaries, distributors, dealers, sales representatives, web masters/suppliers, advertising and promotional agencies, anyone associated with the development, implementation or execution of this Sweepstakes, and members of the immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above, are not eligible to enter.

Void outside the fifty (50) United States/D.C. and where prohibited by law. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Participation in the Sweepstakes constitutes participant’s full and unconditional agreement to abide by and be bound by these Official Rules and the Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

3. *How to Enter:* During the Sweepstakes Period, do one (1) of the following: (a) post twice on the @SupermarketGuru Facebook page, including the hashtags #AddWholeGrainOats and #Sweepstakes and tag to your retailer page; (b) Write and post a blog on your retailer’s website, including the hashtag #Sweepstakes; (c) Send an article in an e-newsletter or e-blast format that goes to shoppers or loyalty card holders including the hashtag #Sweepstakes; or (d) Host a media spot all about oats with a local television station, verbally indicating you are participating in a Sweepstakes. By 11:59:59 pm EST on Thursday, January 31, 2019, submit the following (the “Required Information”) to [annette@retaildietitians.com](mailto:annette@retaildietitians.com):
  - a. Your name, retailer, city, state, email address, and phone number.
  - b. Links to your two social media posts; or a link to the blog posts as well as number of page views (no minimum page views required to enter); or a copy of your e-newsletter/e-blast including distribution date, number of subscribers and open rates

(subscriber numbers and open rates have no bearing on eligibility); or a link to the media spot.

4. Or, you can mail in your information (name, email address and mailing address) in a separate, stamped, self-addressed, No.10 envelope to: “#AddWholeGrainOats Sweepstakes” for RDBA Member Retail Dietitians, 3015 Main St., Suite 320, Santa Monica, CA 90405.
5. Social media posts, blogs, articles and/or media spots must use Quaker Old Fashioned or Steel Cut Oats. Some recipe suggestions are available at <http://www.quakeroats.com/cooking-and-recipes/recipe-search-results.aspx?filter=Oatmeal>, but you are welcome to use your own as well. Savory oatmeal recipes are an option as are overnight or cold oatmeal options.
6. By submitting the Required Information, you warrant and represent that it conforms to the Submission Requirements and Guidelines as set forth in Rule \_\_, below. Your properly submitted and received Required Information will be referred to herein as your “Submission”. Any Submission that does not comply with these Requirements and Guidelines will be disqualified and not be eligible to win a prize in the Sweepstakes and the submitting entrant will be disqualified from the Sweepstakes. No notice or opportunity to correct a Submission will be given. All decisions about the eligibility of any particular Submission will be made at Sponsor's sole discretion and are final and binding in all respects. **Limit one Submission/entry per person.**

By entering your Submission in the Sweepstakes, you acknowledge that the Submission may be posted on Sponsor’s or The Quaker Oats Company’s website at Sponsor’s or The Quaker Oats Company’s discretion. By entering, you acknowledge that Sponsor and The Quaker Oats Company have no obligation to use or post any Submission.

7. *Submission Requirements and Guidelines:* The Submission must not:
  - a. Have been submitted previously in a Sweepstakes, Contest or other promotion of any kind;
  - b. Contain material that violates or infringes another's rights, including but not limited to privacy, publicity or other intellectual property rights, or that constitutes copyright or trademark infringement;
  - c. Disparage Sponsor, PepsiCo, The Quaker Oats Company, any other company or entity, or any person or party affiliated with the design, execution, administration or fulfillment of the Sweepstakes;
  - d. Feature brand names or trademarks other than those owned by The Quaker Oats Company; the retailer’s private brands can be included in messaging with the retailer’s permission.

- e. Contain text or imagery that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous, in the opinion of the Sponsor;
- f. Contain text or imagery 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;
- g. Contain the image of any minor without the explicit permission of his/her parent or legal guardian, evidence of which may be required at any time and in any form specified by Sponsor;
- h. Contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where submission is created;
- i. Contain text or imagery that promotes: alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); any activities that may be or appear to be unsafe or dangerous; or any particular political agenda or message.
- j. Contain materials embodying the names, likenesses, photographs or other indicia identifying any person, living or dead, other than entrant's likeness, without permission, evidence of which may be required at any time and in any form specified by Sponsor;
- k. Depict or suggest any direct competitors of The Quaker Oats Company; or
- l. Communicate messages or images inconsistent with the positive images and/or goodwill to which the Sponsor and The Quaker Oats Company wish to associate.

**LIMITED LICENSE:** THE QUAKER OATS COMPANY'S TRADEMARKS MAY BE USED FOR PURPOSES OF THIS CONTEST ONLY. NO OTHER RIGHTS IN OR TO THE QUAKER OATS COMPANY'S TRADEMARKS ARE GRANTED UNDER THESE OFFICIAL RULES.

- 8. *Winner Selection and Notification:* On or before February 18, 2019, the Sponsor will conduct a random drawing from among all eligible Submissions received to select two (2) winners of the prizes described in Rule 8 below. The winners will be notified by email or telephone on or about February 20, 2019. If a potential winner cannot be contacted within ten (10) days of the first attempt to contact him/her, an alternate participant will be selected in a random drawing from among the remaining Submissions.
- 9. *Prizes:* Two (2) winners will each receive stipend equal to one thousand dollars (\$1,000) to be used towards expenses to travel to an education conference of winner's choice in 2019. Approximate Retail Value ("ARV") of each prize is \$1,000. No substitution, assignment or transfer of any prize is permitted. Winner is responsible for all federal, state and local income taxes and fees associated with prize receipt and/or use. Before being declared a prize winner, the potential prize winner will be required to execute and return an Affidavit

of Eligibility/Liability & Publicity Release and a tax acknowledgment form (“Affidavit”) within ten (10) business days from the date it is sent by the Administrator, or the Prize may (in Sponsor's sole discretion) be forfeited. The prize winner will receive an IRS Form 1099 for the value of the Prize. If any winner notification of a Prize is returned as undeliverable, this may result in Prize forfeiture. . Each winner must comply with all terms and conditions of these Official Rules in order to receive a prize. The Quaker Oats Company via RDBA will disperse the stipend to Sweepstakes winners via check.

10. *Rights Granted:* By entering your Submission, you hereby grant the Sponsor, The Quaker Oats Company, their respective affiliates, subsidiaries, assigns, licensees, and designees the irrevocable, perpetual, worldwide right to use, reproduce, edit, market, store, distribute, have distributed, publicly and privately display, communicate, publicly and privately perform, transmit, have transmitted, create derivative works based upon, and promote the Submission or portions of the Submission (as such may be edited and modified by the Sponsor or The Quaker Oats Company at their discretion) for editorial, commercial, promotional and all other purposes, including without limitation posting on Sponsor-or The Quaker Oats Company-affiliated websites, social media sites and/or other selected media. In addition, you hereby assign to the Sponsor and The Quaker Oats Company all rights, titles, and interests that you may be deemed to have in any reproduction, product, or derivative work using or incorporating the Submission. Such rights, title and interest shall include, but are not limited to, all intellectual property, sales and licensing rights. Entrant further agrees to waive any “Moral Rights” in the Submission.

By entering the Sweepstakes, each entrant agrees that his/her Submission is gratuitous, unsolicited and without restriction, and will not place Sponsor under any obligations other than those contained in these Official Rules, and that Sponsor is free to disclose the ideas contained in the Submission on a non-confidential basis to anyone or otherwise use the ideas therein without any compensation to the entrant. Each entrant further acknowledges that Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than the Submission.

By entering, each entrant acknowledges that he/she will not now or in the future be paid or compensated in any way for his/her Submission or for granting the Sponsor and The Quaker Oats Company any of the rights set out in these Official Rules. Each entrant further acknowledges that Sponsor and The Quaker Oats Company are not obligated to make use of any of the rights granted in these Official Rules.

Upon request of Sponsor, entrants shall execute and deliver such additional instrument of assignment, as may be solely deemed by Sponsor reasonably necessary to establish the

grant of license, the transfer of copyrights and waiver of “Moral Rights” under these Official Rules. Should Sponsor fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsor’s rights and Sponsor may at a later time request the assignment.

11. *General Conditions:* Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, misdirected or non-compliant Submissions, all of which will be disqualified. If the Sweepstakes is not capable of running as planned for any reason which Sponsor, in its sole opinion, deems capable of corrupting or affecting the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right to terminate, modify or suspend this Sweepstakes. If the Sweepstakes is terminated prior to the stated end date of the Sweepstakes Period, select the winners from the eligible entries received prior to the date and time of termination. In addition, Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the submission process or the operation of the Sweepstakes or to be acting in violation of these Official Rules, or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any other participant’s Submission or undermine the legitimate operation of the Sweepstakes 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 term of these Official Rules shall not constitute a waiver of that provision.
12. *Release and Limitation of Liability:* BY PARTICIPATING IN THE SWEEPSTAKES, ENTRANT AGREES TO RELEASE AND HOLD HARMLESS SPONSOR, THE QUAKER OATS COMPANY , FACEBOOK, AND EACH OF THEIR RESPECTIVE PARENT, SUBSIDIARY, AFFILIATE AND RELATED COMPANIES, AND THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS OF EACH OF THE FOREGOING (COLLECTIVELY THE “RELEASED PARTIES”) FROM AND AGAINST ANY LOSSES, DAMAGES, RIGHTS, CLAIM OR CAUSE OF ACTION OF ANY KIND ARISING, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, OUT OF PARTICIPATION IN THE SWEEPSTAKES OR RESULTING DIRECTLY OR INDIRECTLY, FROM THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE SWEEPSTAKES (IF APPLICABLE), INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participants or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) unauthorized human intervention in any part of the entry process or the Sweepstakes; (3) technical or human error which may occur in the administration of the Sweepstakes or the processing of Sweepstakes Submissions, including, but not limited to, malfunctions,

interruptions, or disconnections in phone lines or network hardware or software; or (4) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's participation in the Sweepstakes or receipt or use of any prize or while traveling to or from any prize-related activity. Each winner further acknowledges that the Released Parties have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law relative to any prize or this Sweepstakes including but not limited to quality, condition or fitness for a particular purpose. If for any reason a participant's Submission is confirmed to have been erroneously lost, or otherwise destroyed or corrupted, participant's sole remedy is another submission and thereby another entry into the Sweepstakes during the Sweepstakes Period. No more than the stated number of prizes will be awarded. By accepting a prize, each winner agrees and consents to Sponsor releasing his/her identity/name to any one requesting a list of prize winners and the use of his/her name, likeness, recorded image, voice and/or biographical information (city and state of residence) for advertising and Sweepstakes-related purposes in any media now known or hereafter invented without time or territorial limitations and without additional notice or compensation.

13. *Disputes*: Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate courts located in Los Angeles County in the state of California.; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (iii) under no circumstances will participant be permitted to obtain awards for and participant 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO PORTIONS OF THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant, Sponsor or The Quaker Oats Company in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than the State of California. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes -related materials or made by any representative of Sponsor, and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

- 14. Severability:** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein
- 15. Sponsor:** The Sweepstakes Sponsor and administrator is Retail Dietitians Business Alliance, 3015 Main St., Suite 320, Santa Monica, CA 90405.

Please direct any questions, comments, or complaints regarding the Sweepstakes to the Sponsor only, and not to Facebook.

**All trademarks used herein are the property of their respective owners.**