

## NATHAN'S FAMOUS REWARDS

Last Updated: September 27, 2017

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

### **A. Overview of Nathan's Famous Rewards Program**

Nathan's Famous Rewards (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 Famous 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 <https://rewards.nathansfamous.com> (the "Website") to register for the Program, upload receipts 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 Reward Center/Gift Shop, which is posted and, from time to time, updated in the Program Website.

**Sponsor:** Smithfield Packaged Meats Sales Corp., 4225 Naperville Road, Lisle, IL 60532.

**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., Smithfield Packaged Meats Sales Corp., Nathan's Famous, Inc., the MLB Entities, Jacobs Agency, Oodle, 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. The "MLB Entities" shall mean the Office of the Commissioner of Baseball ("BOC"), its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P. ("MLBAM" or "MLB.com"), Major League Baseball Properties, Inc., BAMTech, LLC, The MLB Network, LLC, the Major League Baseball Clubs ("Clubs"), each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC, and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities.

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 or at a mobile tour event (as described in Section D.1 below) and expressly accept these Terms. You will be sent an email confirming your registration. Neither Sponsor, Administrator nor the MLB Entities 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).

Information collected from Participants in connection with the Program shall be subject to Nathan's Famous Privacy Policy located at <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 October 2, 2017, at 12:00 a.m. Eastern Time ("ET") and ends on or about September 30, 2018, at 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 and a "week" shall begin each Sunday and end the following Saturday, except the last week which ends on Sunday, September 30, 2018.

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 Famous 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. If you previously registered for the Program prior to October 2, 2017, you will not need to re-register. 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. Earning Tickets by Making a Purchase.** Visit a participating retailer and purchase at least one (1) qualifying Nathan's Famous product, as outlined in the table below. Be sure to keep your receipt and take a photo of your receipt. The photo containing the receipt must be clear and legible and must include the following: purchase date/time, retailer name and address, total purchase amount and show the eligible product(s) and eligible product price you purchased. Please note that the product purchase date must be within sixty (60) days of receipt upload for the purchase to be considered eligible. Then, during the Program Period, visit the Website and follow the links and instructions to upload the photo of your receipt. Participants will receive ten (10) Tickets for every whole dollar spent on Nathan's Famous products during the Program Period. The dollar amount is cumulative during the Program Period (i.e. if you spend \$6.50 on one receipt and \$11.50 on a second receipt, for a grand total of \$18 spent on Nathan's Famous hot dogs, you will receive one hundred eighty (180) Tickets). Limit: 750 Tickets per Participant per month during the Program Period regardless of dollars spent in excess of \$75 by a Participant in such month. Sponsor reserves the right to change the number of Tickets awarded for receipts entered at any time during the Program, and the right to change, add, or remove the methods by which Participants can collect Tickets.

Earning Bonus Tickets by Making a Purchase: From October 2, 2017 at 12:00 a.m. ET through December 31, 2017 at 11:59 p.m. ET (“Purchase Bonus Period”), Participants that upload their first eligible receipt will also receive two hundred fifty (250) bonus Tickets upon validation of purchase. Limit: Two hundred fifty (250) bonus Tickets per Participants during the Purchase Bonus Period.

**Eligible Products:**

DESCRIPTION	UPC
RETAIL BEEF FRANKS - SKINLESS	
Skinless 8 Beef Franks	8 88313 91499 9
8 Bun Length Skinless Beef Franks	8 88313 91490 6
Jumbo Restaurant Style Beef Franks	8 88313 91404 3
8 Cheddar Cheese Beef Franks	8 88313 91492 0
Angus Beef Franks	8 88313 91799 0
50% Reduced Fat Beef Franks	8 88313 97177 0
Beef Franks Family Pack 2#	8 88313 97180 0
Quarter Pound Beef Franks 2#	8 88313 00011 1
RETAIL BEEF FRANKS - NATURAL CASING	
The Original Coney Island Natural Casing Beef Frankfurters	8 88313 91741 9
RETAIL COCKTAIL FRANKS	
Cocktail Franks	8 88313 91715 0
CLUB BEEF FRANKS - SKINLESS	
Beef Franks 3# Club Pack	8 88313 91720 4
Beef Franks 3.5# Club Pack	8 88313 97178 7
Quarter Pound Beef Franks 3# Club Pack	8 88313 00014 2
CLUB COCKTAIL FRANKS	
Cocktail Franks 20/28oz Club Pack	8 88313 00007 4
NATHAN'S 2017 LTOs	
Jumbo Foot Long Beef Franks	8 88313 00024 1
The Original Coney Island Natural Casing Beef Frankfurters (10)	8 88313 00025 8
NATHAN'S TOPPERS	
Coney Island Chili Hot Dog Topping	8 88313 00020 3
Coney Island Cheese Sauce Hot Dog Topping	8 88313 00021 0
Coney Island Onion Sauce Hot Dog Topping	8 88313 00022 7
BURGERS	
Original Beef Patty	8 88313 00033 3
Cheddar Cheese Beef Patty	8 88313 00034 0
PRETZEL/BAGEL DOGS	
Pretzel Dogs	8 88313 00031 9
Bagel Dogs	8 88313 00030 2
Jumbo Restaurant Style Beef Franks (12)	8 88313 00026 5

**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 to 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
Profile Completion	15	1 time
Play Lunch Rush game	5	1 per day
Watch Wonder Wheel video	1	1 per month
Watch Cyclone video	1	1 per month
Watch Parachute Jump video	1	1 per month
Receive Zoltar fortune	5	1 per day
Enter a secret word	5	5 per year (10/2/17 – 9/30/18)
Answer a survey question	10	1 per month
Closed Loop Referral – email	5	1 per day
Closed Loop Referral – Twitter	5	1 per day
Closed Loop Referral - Facebook	5	1 per day

**Program Registration:** Upon Participant's registration, he/she 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 in to the Program during the Program Period, he/she will receive one (1) Ticket. Limit: One (1) time per day during the Program Period.

**Profile Completion:** Participants may complete his/her profile on the "My Account" page. After completing the profile, Participants will receive fifteen (15) Tickets. Limit: One (1) time during the Program Period.

**Play Lunch Rush Game:** Participants can follow the on-screen instructions to play the hot dog making game. After playing the game, Participants will automatically receive five (5) 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 month during the Program Period.

**Watch Cyclone Video:** Participants may 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 month during the Program Period.

**Watch Parachute Jump Video:** Participants may 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 month during the Program Period.

**Receive Zoltar Fortune:** Participants may follow the on-screen instructions to receive their Zoltar fortune. After playing the game, Participants will automatically receive five (5) Tickets. Limit: One (1) time per day during the Program Period.

Enter a Secret Word: Participants may follow the on-screen instructions to enter a secret word provided on the Registration Confirmation Email, Facebook, Twitter, various retailer sites, and <http://www.nathansfamous.com>. Upon the completion of this action, Participants will automatically receive five (5) Tickets. Limit: Five (5) total secret words entered during the Promotion Period.

Answer Survey Questions: Participants may follow the on-screen instructions to answer the provided survey questions. Participant will automatically receive ten (10) Tickets upon completion of the survey. Limit: One (1) time per month during the Program Period.

Closed loop referral 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. Participants may only refer persons with whom they have an existing relationship. For each referred friend who registers for the Program through the Participant's link from email, Participant will receive five (5) Tickets. Limit: One (1) time per day during the Program Period.

Closed loop referral via Twitter: Participants can follow the on-screen instructions to tweet about the Program on Twitter. The tweet will contain a unique link to the Program. For each referred friend who registers for the Program through the Participant's link from Twitter, Participant will automatically receive five (5) Tickets. Limit: One (1) time per day during the Program Period.

Closed loop referral via Facebook: Participants can follow the on-screen instructions to share the Program on his/her Facebook wall. The wall post will contain a unique link to the Program. 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 day during the Program Period.

This Program is in no way sponsored, endorsed or administered by, or associated with, Twitter, Inc. or Facebook, Inc. All entry data provided online is provided to Sponsor and/or Administrator and not to Facebook, Inc., Twitter, Inc. or any MLB Entity. **This Program is in no way sponsored, administered, executed or produced by any MLB Entity. Major League Baseball trademarks, service marks and copyrights are proprietary to the MLB Entities. All rights reserved.**

**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. Released Parties 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. 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.

**6. Account Inactivity and Ticket Expiration.** If a Participant does not log in to the Website for one hundred eighty (180) days, his/her Account will deactivate and his/her Points will expire. 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. All unredeemed Tickets shall automatically 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.

**7. 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 Rewards Center**

1. A Participant may visit the Website to redeem Tickets for Rewards from the Rewards Center. Each Participant may claim each type of digital reward one (1) time during the Program Period and each physical reward two (2) times during the Program Period.

2. A Participant may begin redeeming Tickets for Rewards from the Rewards Center beginning October 2, 2017. Tickets can be redeemed immediately upon receipt or saved for redemption at a later date.

3. To redeem a Ticket from the Rewards Center, Member may click on the Rewards Center link or click on the "Reward Center" or "Gift Shop" located in Coney Island, and follow the links and instructions to browse through the Rewards Center. 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 up to 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 Reward Center/Gift Shop are final and the Tickets will be deducted immediately from Participant's Account.

7. Sponsor reserves the right to substitute a Reward 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 8-10 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 Reward Center/Gift Shop. We do not ship to P.O Boxes.

9. Upon redemption of Tickets for a Reward Center/Gift Shop Reward, 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 Reward Center/Gift Shop as being provided. Rewards are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor, Fanatics, Inc. or any MLB Entity. 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 Reward Center/Gift Shop**

1. Except as otherwise provided herein, no refunds will be provided on any Reward. If for any reason a Reward is received damaged, becomes unavailable or cannot be fulfilled, Sponsor, in its sole discretion, reserves the right to replace the Reward 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 or the MLB Entities 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, Administrator, Fanatics, Inc. and the MLB Entities are 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 Rewards in the Reward Center/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 Tickets for Rewards in the Reward Center/Gift Shop.

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

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

1. Sponsor, Administrator, Nathan's Famous, Inc., Jacobs Agency, Oodle, the MLB Entities, Fanatics, Inc., Twitter, Inc., Facebook, Inc., the Program prize providers, and each of their respective parent companies, affiliates, subsidiaries, suppliers, distributors, franchisees, service providers and promotional and advertising agencies and all of their respective officers, directors, employees, shareholders, agents, 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 THE RELEASED PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PROGRAM OR THE PARTICIPATION THEREIN, INCLUDING, WITHOUT LIMITATION, ANY ITEMS RECEIVED BY REDEEMING TICKETS FROM REWARDS OR OTHERWISE IN CONNECTION WITH THE PROGRAM, 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 OR REDEEMED 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, SPONSOR, THE MLB ENTITIES, AND FANATICS, INC. SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THE PROGRAM AND ANY PRODUCTS, MERCHANDISE AND/OR SERVICES SOLD OR OTHERWISE OFFERED THROUGH THE PROGRAM, INCLUDING ALL REWARDS. The foregoing disclaimer includes 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 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.