

## ***Delicious Rewards™ from Lean Cuisine®*** **RULES**

**PLEASE READ CAREFULLY. By using this Web site, you agree to the following rules governing the Delicious Rewards™ from LEAN CUISINE Program.**

### **A. Overview of the *DELICIOUS REWARDS* from LEAN CUISINE Program**

*DELICIOUS REWARDS* from LEAN CUISINE (the "Program") is a loyalty program sponsored by Nestlé USA through which individuals ("Participants" or, individually, the "Participant") can collect Codes ("Codes") from advertisements, participation in surveys, and by purchasing specially marked LEAN CUISINE products that will contain a Code inside the packaging (excluding LEAN CUISINE bagged products), available while supplies last, or through other methods as may be added from time to time. Participants can then visit LeanCuisine.com (the "Web site") to enter the Codes they have collected, which will translate to points ("Points") on the Web site. Participants may use their Points to purchase items through the rewards catalog ("Rewards Catalog").

Sponsored by: Nestlé USA, Solon, OH 44139.

Administered by: ePrize, LLC, Pleasant Ridge, Michigan 48069.

### **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 District of Columbia who are at least eighteen (18) years of age or older except employees and the families of Nestlé USA, Nestlé Prepared Foods Company, ePrize LLC, their affiliates, subsidiaries, promotion and advertising agencies (the "Employees"). At no time, however, are Employees eligible to participate in sweepstakes, instant win or other games that may be incorporated from time to time into the Program.

Nestlé USA, Nestlé Prepared Foods Company, their affiliated companies, representatives, agents or employees are not responsible for, and shall be indemnified by the prize winner against, any claims, injuries, losses or damages of any kind resulting from acceptance, use, misuse, possession, or loss of the prize. Subject to all federal, state and local laws. The Program is sponsored by Nestlé USA, Solon, OH 44139 ("Sponsor" or "Nestlé") and administered by ePrize, LLC, One ePrize Drive, Pleasant Ridge, Michigan 48069 ("ePrize" or "Administrator").

**2.** The following individuals are NOT eligible to participate in the Program: (a) employees of ePrize; (b) employees of Nestlé USA or Nestlé Prepared Foods Company; (c) employees of Sponsor's affiliates, subsidiaries, advertising and promotion agencies; (d) employees of any other person or entity involved in the development, administration or execution of the Program; and (e) the immediate family members (parent, child, sibling and/or spouse of each) and/or those living in the same household as persons set forth in items (a) through (d) above.

**SPECIAL NOTE:** Employees of Nestle USA, Nestle Prepared Foods Company, ePrize LLC and their affiliates, subsidiaries, promotion and advertising agencies and their immediate families (collectively, the "Employees"), are excluded from participating in the *Delicious Rewards* program. At no time are Employees ever eligible to participate in sweepstakes, instant win or other games that may be incorporated into the *Delicious Rewards* program.

**3.** Participation in the Program constitutes each Participant's full and unconditional agreement to these Rules, and representation that Participant meets the eligibility requirements set out in these Rules. Those who do not comply with these Rules are prohibited from participating in the Program.

**4.** In order to participate, you must register at the Web site and expressly accept these Rules. You will receive a confirmation e-mail. Neither Sponsor nor Administrator are responsible for updates to Participants' e-mail addresses or other profile data (please note that communications and rewards will be sent to the addresses contained in Participants' profiles, and it is each users' responsibility to update as needed. See Section F(5) below for further details).

To learn how Administrator and Sponsor will use the personal information collected in connection with the Program, read ePrize's Privacy Policy: (<http://www.eprize.com/privacy/privacypolicy.html>) and the Nestle Privacy Policy: (<http://www.leancuisine.com/Index/PrivacyPolicy.aspx>). Please note that ePrize is a "vendor" of Nestle for purposes of the Nestle Privacy Policy, and the Program is a "Client Promotion" for purposes of ePrize's Privacy Policy.

### **C. Modification and Termination of the Program**

**1.** By participating in the Program, you hereby agree that Sponsor may modify any of the Rules governing the Program at any time (including, without limitation, these Rules), with or without notice, even though these changes may affect a Participant's ability to use accumulated Points.

**2.** The Program began on April 18, 2011 12:00 a.m. Eastern Time ("ET") and may end on or about December 31, 2012 11:59 p.m. ET ("Program Period"). Sponsor, however, may terminate the Program at any time, with or without notice, even though termination may affect Participants' ability to use accumulated Points. Sponsor reserves the right to extend the Program Period in its sole discretion.

**3.** A Participant's continued participation in the Program constitutes his or her acceptance of any changes to these Rules.

### **D. Collecting Points**

**1. Registration.** To enroll, a Participant must click on the "Register" link and follow the on-screen instructions to create a Program account ("Account") or log in using an existing LeanCuisine.com account. An individual must have a unique valid e-mail address to create an Account. Limit one (1) Account per person and per e-mail address, regardless of whether more than one person uses the same e-mail address. The person who is the authorized e-mail account holder of the e-mail address indicated when registering (and who otherwise meets the eligibility criteria) will be deemed the Participant.

Once Participants login with their existing LeanCuisine.com account or register for a new account, they will be enrolled in the Program. The number of Points collected by such Participant will be recorded and tracked in the Participant's Account.

**2. Unique Codes.** Collect unique Codes from advertisements and participating LEAN CUISINE entrees (excluding LEAN CUISINE bagged products) during the Program Period, or other methods as may be made available, while supplies last. Visit the Web site and follow the links and instructions to enter your Code. Participants will receive twenty (20) Points for each participating LEAN CUISINE product purchased and for which a Code is recorded on the Web site during the Program Period. For each entered Code, you will automatically receive Points corresponding to the Code you enter.

Limit: Each participant may enter up to ten (10) Codes per day during the Program Period, unless otherwise stated. For purposes of this Program a "day" shall be 12:00 a.m. Eastern Time ("ET") through 11:59 p.m. ET.

Sponsor reserves the right to change the number of Points awarded for purchases or other activities at any time during the Program and the right to change, add or delete the methods by which Participants can collect Points, as outlined in Section 3 and 4 below.

**3. Member Profile Survey.** To earn additional points by taking the Member Profile Survey, visit the Web site, click on the "Bonus Points" tab and follow instructions to complete the survey. Once the Member Profile Survey is completed, you will automatically receive ten (10) Points. Limit: One Member Profile Survey per Participant.

**4. Other Surveys.** Visit the Web site and click on the "Bonus Points" tab to take additional surveys. You may also receive surveys by e-mail. If a survey is available or you receive one by e-mail, select the survey and follow the links and instructions to complete the survey. For each survey completed, you will earn ten (10) points or any other designated point value as indicated. Limit: Each survey can be completed only once per Participant.

**5. Participant Accounts.** Sponsor will attempt to credit Participant Accounts with Points on a timely basis. However, each Participant will have the responsibility of ensuring that his/her Points are properly credited. Any claim for Points not credited accurately must be received by Sponsor within six (6) days of the date of claimed accrual of such Points. Sponsor shall have no liability for any printing, production, typographical, mechanical or other errors in the Points summaries or Accounts. Sponsor reserves the right to invalidate Points from an Account if it determines that such points were improperly credited to such Account or obtained fraudulently. Sponsor reserves the right to require proof of accrual of Points and Sponsor reserves the right to delay the processing or redemption of any Points without notice to Participants, in order to assure compliance with these Rules. 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 Rules, as well as policies and procedures that Sponsor may adopt or modify from time to time. Any failure to abide by these Rules 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 Points accrued to date and any other benefits earned in connection therewith, in Sponsor's sole discretion.

**6. Illegible Codes.** If you cannot read a Code or a Code is destroyed when opening a package, please send an e-mail to the Program's Customer Service using the Contact Us link. Customer Service will provide you with instructions on how to proceed. Participants may request up to 20 Codes per calendar year, or at Sponsor's discretion, by contacting Customer Service. At any time, Sponsor may require Participant to forward the product packaging to Sponsor or one of its agents, and should any Participant wish to request more than 20 Codes via Customer Service, Participant will be required to forward supporting packaging. Sponsor reserves the right to change the number of Codes at which packaging is required, and at all times, any such packaging will be mailed at Participant's expense.

**7. No Cash Value or Transferability.** Points do not constitute property, do not entitle a member a vested right or interest and have no cash value. As such, Points 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 Points is strictly prohibited. Any Points 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 Points to other Sponsor programs, or extensions of the Program beyond the Program Period, unless otherwise determined by Sponsor in its sole and absolute discretion.

**8. Code Verification.** Sponsor reserves the right to require proof including, but not limited to, the product packaging. Sponsor's decisions regarding the awarding of Points are final and binding. Validated codes that are subsequently determined to be invalid for any reason are subject to disqualification and the corresponding Points will be removed from the Participant's Account to which the invalid points were credited.

**9. Account Inactivity and Code Expiration:** If a Participant has failed to login to the *Delicious Rewards* Program for a period of ninety (90) calendar days, Participant will receive an e-mail asking him or her if they are still interested in participating in the Program. Thirty (30) days after the 90-day reminder e-mail was sent, Participant will receive a second e-mail, informing him or her that if he or she fails to login within the next thirty (30) days, his/her Account will be deactivated. Should there still be no activity in the account following the second 30-day period described in the second email (in other words, at the 150-day mark), all of the Participant's accumulated Points will be forfeited without compensation, and Participant's account shall be closed. Should a Participant choose to become active in the Program following any such closure, Participant will be required to open a new account, where he or she can begin to accrue Points again.

#### **E. Acquiring Items from the Rewards Catalog**

**1.** A Participant may visit the Web site to view and acquire items from the Rewards Catalog.

**2.** A Participant may begin using points to redeem items from the Rewards Catalog beginning April 18, 2011.

**3.** To view the Rewards Catalog, click on the "Catalog" tab and follow the links and instructions to browse through the Rewards Catalog. Once Participant has located an item he or she would like to redeem, he or she can click on "Redeem." Participant will receive confirmation that the item has been redeemed and the associated Points will be deducted from his/her account.

- 4.** Sponsor reserves the right to modify the list of items available, as well as their corresponding Point values, at any time for any reason.
- 5.** The total number of Points a Participant can use to redeem an item is the number of Points he or she has available in his/her account.
- 6.** All redemptions for items from the Rewards Catalog are final and the Points will be deducted immediately from Participant's Account.
- 7.** Sponsor reserves the right to substitute an item advertised with an item of equal or greater value if due to unavailability or for any other reason.
- 8.** Delivery time of any item will be 12 weeks from time order is placed, unless the reward is delivered via e-mail, or a different delivery time is specified in the item description included in the Rewards Catalog.

#### **F. Rewards, Fulfillment of Items Redeemed Through Rewards Catalog**

- 1.** Participants will receive e-mails notifying them when they have redeemed an item through the Rewards Catalog.
- 2.** Please allow approximately 12 weeks after an item has been redeemed through the Rewards Catalog for shipment of the redeemed item, unless otherwise noted on the Web site. Certain items may have different shipment times, and if this is the case such times will be as specified on the item's Catalog description.
- 3.** Except as otherwise provided herein, no refunds will be provided on any redeemed item. If for any reason a redeemed item is received damaged, becomes unavailable or cannot be fulfilled, Sponsor, in its sole discretion, reserves the right to replace the redeemed item with a similar item of equal or greater value.
- 4.** Gift cards, coupons and certain other types of Rewards may have additional terms and restrictions, of which Participants are responsible for making themselves aware. Additionally, gift cards and coupons should be treated by Participants like cash, and will not be replaced by Sponsor 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.
- 5.** 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 is not responsible for Rewards sent to non-current addresses, 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 Rules 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 Rules shall not constitute a waiver of that, or any other, provision.
- 3.** The Program is provided to individuals only. Corporations, associations, including school organizations, or other groups may not participate in the Program.
- 4.** All questions or disputes regarding eligibility for the Program, the availability of items or a Participant's compliance with these Rules 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.
- 5.** Neither Sponsor nor ePrize is responsible for any incorrect or inaccurate information supplied by Participants while participating in the Program.
- 6.** Participants are responsible for the payment of all taxes which may result from participation in the Program.
- 7.** Participants are responsible for maintaining updated contact information in the Profile Information area of the Web site. Information contained in Profile Information will be used to contact Participants redeeming items in the Rewards Catalog.
- 8.** The Program is subject to all applicable laws and regulations.
- 9.** Sponsor not responsible for lost, late, stolen, misdirected or illegible mail or email.

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

- 1.** ePrize, Sponsor, and their respective parent companies, affiliates, subsidiaries, and promotional and advertising agencies are not responsible 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 Web site or any combination thereof. In the event that online access is temporarily corrupted and suspended, notice of such will be provided at the Web site and Participants will be advised to hold Codes 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 ePrize, Sponsor 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 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 ePRIZE, SPONSOR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, FRANCHISEES, SUCCESSORS, ASSIGNS, AND SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF PARTICIPATION IN THE PROGRAM OR ANY PURCHASED OR REDEEMED ITEM, 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 ePRIZE IMPROPERLY DENIES A PARTICIPANT ANY 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.** ePrize, Sponsor and their respective officers, directors, employees, shareholders, agents, franchisees, successors, assigns, and service providers, are not responsible for any products or services offered on the Web site. TO THE FULLEST EXTENT ALLOWABLE BY LAW, ePRIZE AND SPONSOR SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THE PRODUCTS AND/OR SERVICES SOLD THROUGH THE PROGRAM. Those include 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 purchased 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 Official Rules, Participant's rights and obligations, or the rights and obligations of ePrize 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 Rules is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Rules, which will otherwise remain in full force and effect.

Sponsored by: Nestlé USA, Solon, OH 44139.

Administered by: ePrize LLC, Pleasant Ridge, Michigan 48069.