

Celebrate With Organic Sweepstakes

****OFFICIAL SWEEPSTAKES RULES****

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES

VOID WHERE PROHIBITED BY LAW

Sponsors. The Celebrate With Organic Sweepstakes (the "Sweepstakes") is sponsored by Stonyfield Farm, Inc., 10 Burton Drive, Londonderry, NH ("Stonyfield") and Cooperative Regions of Organic Producer Pools, doing business as Organic Valley, One Organic Way, LaFarge, Wisconsin 54639 ("Organic Valley") (individually a "Sponsor" and collectively the "Sponsors").

Eligibility. Open to legal residents of the United States (excluding Puerto Rico and all other U.S. territories and possessions outside of the United States and where otherwise prohibited by law) who are 18 years of age or older at the time of entry in the Sweepstakes (or in the case of legal residents of jurisdictions where the age of majority is greater than 18 years of age, such age of majority under the laws of the jurisdiction in which they reside at the time of entry). Employees, officers, directors, agents, representatives and independent contractors (and their immediate family members and members of the same households (whether related or not)) of Sponsors or their parents, subsidiaries and affiliated companies are not eligible to participate. Subject to all federal, state and local laws and regulations. Void in Puerto Rico and all other U.S. territories and possessions outside of the United States and where prohibited by law or restricted by such laws, including but not limited to jurisdictions with laws that would require registration and/or trust account or posting of a bond, or any other requirements that have not been satisfied.

Sweepstakes Period. The Sweepstakes begins at 12:01 a.m. Eastern Standard Time (EST) on October 15, 2011 and ends at 12:00 p.m. (EST) on January 31, 2012 (the "Sweepstakes Period"). In each of the fifteen weeks during the Sweepstakes Period, there will be a weekly random drawing and a Weekly Prize (as defined below) will be awarded. The first such weekly sweepstakes period ("Weekly Sweepstakes Period") begins at 12:01 a.m. EST on October 15, 2011 and ends at 12:00 p.m. EST on October 21, 2011. The second Weekly Sweepstakes Period begins at 12:01 a.m. EST on October 22, 2011 and ends at 12:00 p.m. EST on October 28, 2011. The pattern will continue per the schedule below.

Weekly Sweepstakes Period	Start Time	Start Date	End Time	End Date
1	12:01 a.m. EST	10/15/11	12:00 p.m. EST	10/21/11
2	12:01 a.m. EST	10/22/11	12:00 p.m. EST	10/28/11
3	12:01 a.m. EST	10/29/11	12:00 p.m. EST	11/4/11
4	12:01 a.m. EST	11/5/11	12:00 p.m. EST	11/11/11
5	12:01 a.m. EST	11/12/11	12:00 p.m. EST	11/18/11
6	12:01 a.m. EST	11/19/11	12:00 p.m. EST	11/25/11
7	12:01 a.m. EST	11/26/11	12:00 p.m. EST	12/2/11
8	12:01 a.m. EST	12/3/11	12:00 p.m. EST	12/9/11
9	12:01 a.m. EST	12/10/11	12:00 p.m. EST	12/16/11
10	12:01 a.m. EST	12/17/11	12:00 p.m. EST	12/23/11
11	12:01 a.m. EST	12/24/11	12:00 p.m. EST	12/30/11
12	12:01 a.m. EST	12/31/11	12:00 p.m. EST	1/6/12
13	12:01 a.m. EST	1/7/12	12:00 p.m. EST	1/13/12
14	12:01 a.m. EST	1/14/12	12:00 p.m. EST	1/20/12

15	12:01 a.m. EST	1/21/12	12:00 p.m. EST	1/31/12*
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*Note, 15th week will include 4 additional days.

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

How to Enter. To enter online, visit the Sweepstakes website, www.celebratewithorganic.com, during the Sweepstakes Period. Navigate to the Sweepstakes entry page, (i) complete the entry form, including your full name, e-mail address, state of legal residence; (ii) confirm that you are 18 years of age or older at the time of entry in the Sweepstakes (or in the case you reside in a jurisdiction where the age of majority is greater than 18 years of age such age of majority under the laws of that jurisdiction. Sweepstakes participants acknowledge and agree that their respective entries become the property of Sponsor and will not be returned.

To enter by mail, send a 3" x 5" card with your first name, last name, address (including zip code), daytime telephone number (including area code), age, and e-mail address (if applicable), to Stonyfield Farm, Inc., Attention: Celebrate with Organic Sweepstakes, 10 Burton Drive, Londonderry, NH 03053 in a postage prepaid envelope. All mail entries must be postmarked on or before January 31, 2012 (the "End Date") and received by Sponsor not later than within 6 days following the End Date. Proof of sending will not be deemed to be proof of receipt by Sponsor. The all mailed entries will be added to the fifteenth (15th) Weekly Sweepstakes Period. If a participant mails multiple entries in multiple Weekly Sweepstakes Periods (as evidenced by the postmark dates), participant may have more than one (1) entry in the fifteenth (15th) Weekly Sweepstakes Period. Sweepstakes participants acknowledge and agree that their respective entries become the property of Sponsor and will not be returned.

Limit only one entry per participant per email address per Weekly Sweepstakes Period (except as noted above for mailed entries) by any method or combination of methods of entry during the Sweepstakes Period. Each participant may enter each Weekly Sweepstakes Period only once and, if qualified, may have a chance to win only the Weekly Prize to be awarded as a result of the random weekly drawing associated with the week in which the entry is submitted. A Weekly Winner may win only one Weekly Prize and cannot win the Grand Prize. At the end of the Sweepstakes Period there will be a Grand Prize random drawing. Each eligible entry submitted during each Weekly Sweepstakes Period (non-winning of a Weekly Prize) will be entered into the Grand Prize random drawing.

All entries must be received within the Sweepstakes Period. If there is a dispute over the identity of a Sweepstakes participant, the entry will be deemed submitted by the Authorized Account Holder regardless of the individual that submitted the entry. "Authorized Account Holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization (e.g. business, educational, institution, etc.) responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Potential winners may be required to show proof of being the Authorized Account Holder.

Neither Sponsors nor their advertising and promotion agencies are responsible for lost, late, incomplete, illegible, mutilated, inaccurate, misdirected, or for any problems of any kind whether mechanical, human or electronic, including, but not limited to, computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, failures, connections, availability or garbled or jumbled transmissions, or service provider/Internet/web site/use net accessibility or availability, traffic congestion, or unauthorized human intervention. Sponsors reserve the right to suspend or terminate the Sweepstakes in the event of any such problem. Entries not in compliance with these Official Rules are disqualified. Sponsors shall have the absolute right to determine if an entry is in compliance with these Official Rules without notice to the person attempting to enter.

Application of Rules. By entering the Sweepstakes, each entrant warrants and represents to Sponsors that he or she (i) has read and agrees to abide and be bound by these Official Rules, (ii) that he or she is not prohibited from participating in the Sweepstakes; and (iii) the information contained in the entry is true and correct in all material respects and that Sponsors may rely on such information in their efforts to comply with applicable laws and regulations. Entrant agrees that Sponsors shall retain full authority, in their sole discretion, to interpret and administer these Official Rules, and to be bound by all decisions and interpretations made in good faith by Sponsors, which are final and binding in all respects.

Use of Entrant Information. As permitted by law and in accordance with these Official Rules, each Sweepstakes participant agrees that Sponsors may use the information contained in participant's entry for the purposes and within the context of the Sweepstakes and any other purposes outlined in these Official Rules. In the event of a conflict between these Official Rules and Sponsors' Privacy Policy, to the extent it applies, these Official Rules will control.

Selection of Winners. Each week during the Sweepstakes Period there will be a random weekly drawing as detailed in the Entry Section above. One (1) winner ("Weekly Winner") will be selected at random by Sponsor, whose decision will be final and binding, from all eligible entries received for each Weekly Sweepstakes Period three (3) business days after the conclusion of the applicable Weekly Sweepstakes Period. Odds of winning depend on the number of eligible entries received in each Weekly Sweepstakes Period. In the event a winning entry is discovered to be invalid for any reason whatsoever or the person who submitted the winning entry fails to comply with these Official Rules prior to delivery of the Weekly Prize (as defined below), the Weekly Prize may be forfeited and awarded to an alternate winner selected at random from the remaining eligible entries at Sponsors' discretion. An alternate Weekly Winner will be selected at random from the remaining eligible entries until the Weekly Prize has been awarded. An entrant may win only one Weekly Prize and is not eligible to receive the Grand Prize.

Each eligible entry submitted during the Sweepstakes Period (non-winning of a Weekly Prize) will be entered into the Grand Prize random drawing. One (1) winner of the Grand Prize (as defined below) ("Grand Prize Winner") will be selected at random by Sponsors, whose decision will be final and binding, from all eligible entries received during the entire Sweepstakes Period by February 13, 2012. Odds of winning depend on the number of eligible entries received in the Sweepstakes Period. In the event a winning entry is discovered to be invalid for any reason whatsoever or the person who submitted the winning entry fails to comply with these Official Rules prior to delivery of the Grand Prize, the Grand Prize may be forfeited and awarded to an alternate winner selected at random from the remaining eligible entries at Sponsors' discretion. An alternate Grand Prize Winner will be selected at random from the remaining eligible entries until the Grand Prize has been awarded.

Prizes.

Weekly Prizes.

Each of the Weekly Winners in Weekly Sweepstakes Periods 1, 3, 5, 7, 9, 11, 13, and 15 will receive a prize of a year's worth of Stonyfield yogurt, consisting of three hundred sixty-five (365) coupons for a free cup of Stonyfield 6 ounce yogurt ("Weekly Prize for Odd Weeks"). Approximate retail value ("ARV") of one Weekly Prize for Odd Weeks is \$365.00.

Each of the Weekly Winners in Weekly Sweepstakes Periods 2, 4, 6, 8, 10, 12, and 14 will receive a prize of a year's worth of Organic Valley products, consisting of fifty-two (52) coupons for any free Organic Valley product ("Weekly Prize for Even Weeks"). ARV of one Weekly Prize for Even Weeks is \$572.00.

Collectively, Weekly Prize for Even Weeks and Weekly Prize for Odd Weeks are referred to as "Weekly Prizes". Aggregate ARV of all fifteen (15) Weekly Prizes is \$6,924.

Grand Prize Winner.

The Grand Prize Winner will receive the following:

- A \$1,000 gift card to Cooking.com to be used to purchase premium cookware and anything available for sale on the website; and
- A year's worth of Stonyfield yogurt, consisting of three hundred sixty-five (365) coupons for a free cup of Stonyfield 6 ounce yogurt; and
- A year's worth of Organic Valley products, consisting of fifty-two (52) coupons for any free Organic Valley product,

the "Grand Prize."

ARV of the Grand Prize is \$1,937.00.

Total aggregate ARV of all Weekly Prizes and the Grand Prize is \$8,861.00.

Specifics relating to the prizes are at sole discretion of Sponsors. Any expenses not specified herein are the sole responsibility of the winners. Sponsors will not replace lost or stolen prizes. The prizes may not be transferred or assigned, except at the Sponsors' sole discretion. No cash value or substitution of the prizes will be permitted or provided, except that Sponsors, in their sole discretion, may provide prizes of comparable or greater value. Any applicable taxes shall be the sole responsibility of the winners. Receipt of any prize is conditioned upon compliance with all applicable federal, state and local laws, rules and regulations and these Official Rules.

Notice/Verification of Potential Winners and Delivery of Prizes. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Sponsors will attempt to notify participants who are selected as potential winners by e-mail or telephone within five (5) business days of their respective selection. If a participant does not respond to such notification within five (5) business days, the prize will be forfeited and an alternate winner may be selected at random from among all remaining eligible entries at Sponsors' discretion. Sponsors shall not be responsible for (i) the failure of a potential winner to receive Sponsors' e-mail or telephone message for any reason, or for the inability of such potential winner to return Sponsors' telephone or email message for any reason; (ii) failed, returned or misdirected notifications due to inaccurate information provided by a participant, (iii) submissions and responses to winner notifications which are lost, late, incomplete, illegible, unintelligible, misdirected, damaged or otherwise not received, in whole or in part, by Sponsors.

Sponsors reserve the right to require the potential winners to show proof of identity prior to receiving a prize. The potential winners may be required to complete an Affidavit of Eligibility and Release, and such other documents as Sponsor may reasonably require, and return these documents within five (5) business days of delivery. If these documents are returned as undeliverable or are not completed and returned by such deadline or if a potential winner does not meet the eligibility or other requirements of the Sweepstakes, the prize will be forfeited and an alternate winner may be selected at random from among all remaining eligible entries in the drawing pool. If the prize notification or prize is returned as undeliverable, or any prize documentation is not submitted as required by Sponsors, the corresponding prize will be forfeited. Sponsors shall not be responsible for mis-delivery of any documents and/or the prize provided that Sponsors address the documents to the address set forth in the winner's respective entry. Sponsors are not responsible for prize information or documents that are lost or mis-delivered by the postal service or carrier.

Once the winner has returned the documents for Sponsors' review and acceptance, Sponsors will send the Prizes by USPS regular mail or UPS delivery or as otherwise determined by the Sponsors to the qualified winners

at the addresses given to Sponsors. Sponsors may fulfill the Weekly Prizes and Grand Prize in up to four (4) incremental packages throughout the year.

Release of Liability. By participating in the Sweepstakes, each entrant, for himself/herself agrees that Sponsors, and their parents, subsidiaries and affiliated companies, their respective successors and assigns, and any and all of their respective officers, directors, shareholders, employees, agents, representatives, licensees and advertising and promotion agencies (collectively, "Released Parties"), shall not be liable for, and entrant hereby forever and irrevocably releases and discharges same of, any personal injury, death, loss or damage of any kind or any other causes of action or claims related to entrant's participation in the Sweepstakes or acceptance or use of the prizes awarded, including, without limitation, any claims based on publicity rights, defamation or invasion of privacy.

Indemnification. Each entrant agrees to indemnify and hold harmless the Released Parties, from and against any loss, damage or expense (including court costs and attorneys' fees) that they may suffer or incur as a result of or in conjunction or connection with entrant's participation in the Sweepstakes, any Sweepstakes-related activity, acceptance or use of the prizes and/or any breach or alleged breach of any warranty or representation made by entrant in connection with the Sweepstakes.

Announcement of Winners. Sponsor will post the first and last name and state of legal residence of the winners at www.celebratewithorganic.com, www.stonyfield.com, www.organicvalley.coop, Stonyfield's Facebook websites (www.facebook.com/stonyfieldfarm, www.facebook.com/yobabyogurt, www.facebook.com/oikos), Organic Valley's Facebook website (www.facebook.com/organicvalley), Stonyfield's Twitter site (<http://twitter.com/stonyfield>), Organic Valley's Twitter site (<http://twitter.com/organicvalley>), and Stonyfield's blog (www.stonyfield.com/blog) following the verification of the winners through March 31, 2012.

Unlawful Conduct and Disqualification. Sponsors reserve the right, in their sole discretion, to disqualify any Sweepstakes participant who Sponsors determine, in their sole discretion, has (a) tampered with the entry process or the operation of the Sweepstakes or of any web site owned, operated or controlled by Sponsors or their parent, subsidiaries or affiliated companies; (b) was ineligible to participate in the Sweepstakes; (c) submitted more than the allowed number of entries; or (d) otherwise acted in an unlawful manner and/or in violation of these Official Rules. Robotic, automated, programmed, or computer generated entries or mechanical reproductions are prohibited, and any use of such devices or entry methods will cause disqualification. Any attempt by a participant to deliberately damage any web site or undermine the legitimate operations of the Sweepstakes is a violation of criminal and civil laws. Should such an attempt be made, Sponsor reserves the right to seek damages from any such participant to the fullest extent permitted by law and to disqualify such participant from the Sweepstakes.

Limitation of Damages. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL SPONSORS BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS OR HARM TO BUSINESS OR REPUTATION, ARISING OUT OF ENTRANT'S PARTICIPATION IN THE SWEEPSTAKES, POSTING ON OR ACCESS AND/OR DOWNLOAD OF ANY MATERIALS OR INFORMATION FROM ANY WEB SITE OWNED, OPERATED OR CONTROLLED BY SPONSORS, OR ACCEPTANCE OR USAGE OF THE PRIZES, INCLUDING WITHOUT LIMITATION DAMAGE TO PROPERTY AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DAMAGES FOR BODILY OR PERSONAL INJURY, EVEN IF SPONSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. ENTRANT AGREES THAT THE AGGREGATE LIABILITY OF SPONSORS ARISING OUT OF ANY KIND OF CLAIM (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED \$1.00.

Amendments. Sponsors reserve the right to suspend, cancel, terminate or modify the Sweepstakes without advance notice in the event Sponsors believe, in their sole discretion, that any computer virus, worms, bugs, tampering, spamming, unauthorized intervention, fraud, technical failures or other errors or problem beyond Sponsors' control could corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. Thereafter, if the Sweepstakes is cancelled, to have potential prize winners selected at random from among eligible entries received prior to the cancellation date or to re-commence such Sweepstakes, if at all, only at such time(s) and upon such terms and conditions as Sponsors shall deem reasonable under the circumstances.

Severability. If any one or more provisions of these Official Rules are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, effect or enforcement of any other provision or provisions of these Official Rules.

Force Majeure. The failure of the Sponsors to comply with any provision of these Official Rules due to an act of God, hurricane, war, terrorism, fire, riot, earthquake, actions of governmental authorities outside the control of the Sponsors or other force majeure event shall not be considered a breach of these Official Rules.

Governing Law; Jurisdiction; Venue. These Official Rules shall be interpreted in accordance with New Hampshire law without regard to its conflicts of laws provisions. Entrants agree that the state and federal courts located in New Hampshire shall have exclusive jurisdiction over any dispute arising from or relating to these Official Rules, the Sweepstakes or entrants' participation in the Sweepstakes, and entrants' consent to the personal jurisdiction and venue thereof.

Winner's List. For the winners' names, send a self-addressed stamped envelope postmarked prior to March 31, 2012 to: Stonyfield Farm, Inc., Attn: Celebrate with Organic Sweepstakes, Winner's List, 10 Burton Drive, Londonderry, NH 03053. For a copy of the Official Rules send a self-addressed stamped envelope to above address marked Attn: Celebrate with Organic Sweepstakes, Official Rules.