



**“COMMUNITIES TAKE ROOT” PROGRAM  
VOTING TERMS AND CONDITIONS**

**NO PURCHASE NECESSARY. A PURCHASE OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

1. **Program Overview:** The “Communities Take Root” program (the “Program”) is a cooperative effort between the Fruit Tree Planting Foundation (“FTPF”) and Dreyer’s Grand Ice Cream, Inc. (“Sponsor”). The Program will cause twenty-five (25) fruit tree orchards to be planted in various locations in the United States by May 31, 2011. Deciding where the orchards will be planted will be determined by public voting, which will occur at [www.communitiestakeroot.com](http://www.communitiestakeroot.com) (“Webpage”). These Terms and Conditions govern the voting aspects of the Program. They are not meant to replace, but rather are meant to be read in conjunction with, the Participant Terms and Conditions, which apply to the community groups who have been designated by Sponsor as potential orchard recipients.
2. **Timing:** The voting will begin on March 15, 2010 at 12:00 a.m. Pacific Time (“PT”), and end on August 31, 2010 at 11:59 p.m. PT. Sponsor’s computer is the official timekeeping device for the Program.

The Program will be divided into five (5) rounds, according to the following timetable.

Round	Start Date	End Date
1	March 15, 2010 at 12:00 a.m. PT	April 30, 2010 at 11:59 p.m. PT
2	May 1, 2010 at 12:00 a.m. PT	May 31, 2010 at 11:59 p.m. PT
3	June 1, 2010 at 12:00 a.m. PT	June 30, 2010 at 11:59 p.m. PT
4	July 1, 2010 at 12:00 a.m. PT	July 31, 2010 at 11:59 p.m. PT
5	August 1, 2010 at 12:00 a.m. PT	August 31, 2010 at 11:59 p.m. PT

3. **How to Participate:** Sponsor has selected up to 100 communities across the country as potential orchard recipients. You can help decide which of those communities receive an orchard by visiting the Webpage and registering to cast your vote. You may vote for any community listed on the Webpage, but you may vote only one (1) time per day. If you attempt to cast more than one vote per day, the Webpage will not count the vote. All votes must be cast by the end of each of the Rounds to be included for that voting period. Any votes cast after that time will be counted towards the next voting period. Votes cast after the conclusion of Round 5 will not be counted. Votes accumulate for communities from Round to Round if they do not win. The use of any script, macro or any other automated system to vote for communities is prohibited, and if discovered by Sponsor, Sponsor will void all such votes in whatever manner it deems reasonable. Released Parties (as defined in Section 5 below) are not responsible for lost, late, incomplete, garbled, delayed, invalid, unintelligible or misdirected votes, which will be void.
4. **Community Selection:** At the close of each Round of the Program, Sponsor will award an orchard to the five (5) communities that have the most votes at that time. The winning communities will be prohibited from accumulating further votes, but may remain listed on the Webpage to showcase the winners of orchards. In the event of a tie the winner will be awarded to the community that achieved the tied vote total first, as determined by Sponsor’s timekeeping device.

5. **Release:** By casting a vote in this Program, you agree to release, indemnify and hold harmless the Sponsor, FTPF, and their respective subsidiaries, affiliates, suppliers, distributors, consultants, advertising/promotion agencies or partners, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim, cause of action, responsibility or liability including, but not limited to, personal injury, death, or damage to or loss of property, arising out of or relating to (a) operation of the Webpage; and (b) selection of winners.
6. **General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Program, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Program, as determined by Sponsor in its sole and absolute discretion. If terminated, Sponsor may, in its sole and absolute discretion, determine orchard winners from among all remaining communities based upon all non-suspect votes, or a reasonable approximation thereof. Sponsor, in its sole and absolute discretion, reserves the right to disqualify any person it finds to be tampering with the Program or to be acting in violation of these Terms and Conditions or those of any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately 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 and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.
7. **Limitations of Liability:** Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by you, by printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Program; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the Program; (d) printing, typographical, technical, computer, network or human error which may occur in the administration of the Program, the uploading of submitted material, the processing of votes, the announcement of winners or in any Program-related materials; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Program.
8. **Personal Information:** Any personal information given to Sponsor by you as a result of your participation in the Program will be governed by Sponsor's privacy policy, which is available at: <http://www.dreyers.com/main/privacy.asp?b=104>
9. **Winners List:** The winning orchards will be announced on the Webpage at the close of each round.