

## Little Debbie Fudge Rounds 40<sup>th</sup> Anniversary Giveaway Official Rules

### ("Official Rules")

The Little Debbie Fudge Rounds 40<sup>th</sup> Anniversary Giveaway (the "Giveaway") is sponsored by McKee Foods Corporation with offices located at 10260 McKee Road, Collegedale, TN 37315 ("Sponsor"). Sponsor, its subsidiaries and affiliates, and any other companies or agencies associated with the Giveaway (such as advertising, promotion, fulfillment or judging agencies), together, hereinafter will be referred to as the "Giveaway Entities."

Participation in the Giveaway constitutes the entrant's ("you" or "your") full and unconditional agreement to and acceptance of these Official Rules, including the decisions and interpretations of Sponsor and/or the judges, which are final and binding on all matters relating to the Giveaway.

**1. NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. ALL APPLICABLE FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED BY LAW.** Maximum one (1) entry per person per day of the Giveaway Period (as defined below).

**2. Giveaway Dates:** The Giveaway begins on Monday, June 1, 2015, at 12:00 AM Eastern Time ("ET") (the "Giveaway Start Date") and ends on Monday, November 30, 2015, at 11:59 PM ET (the "Giveaway End Date"). The period from the Giveaway Start Date through the Giveaway End Date is referred to as the "Giveaway Period." During each calendar month of the Giveaway Period, there will be a monthly entry period which will run from 12:00 AM ET the first day of each month through 11:59 PM ET on the last day of that month (each a "Monthly Entry Period"). Sponsor's designated computer is the official time clock for the Giveaway.

**3. Who Can Enter:** The Giveaway is open to all legal residents of the United States (excluding Hawaii and Alaska) and the District of Columbia who are at least 18 years or older at the time of entry. Employees of the Giveaway Entities and the immediate family members (defined as parents, parents-in-law, children, siblings and spouse (including common law), regardless of where they reside) of each employee are not eligible to enter the Giveaway or win Giveaway prizes. Any other persons with whom such employees are domiciled are also not eligible to enter the Giveaway or win Giveaway prizes.

**4. How to Enter:** During the Giveaway Period, enter the Giveaway by visiting [www.littledebbie.com](http://www.littledebbie.com) (the "Website") and following the site's instructions. To enter the Giveaway, each entrant must complete the entry form with all required information (which will include your full name, full address, city, state, telephone number and age on the entry submission page) and agree to the Official Rules. P.O. Boxes are not permitted.

**5. Limitations on Entry:** There is a limit of one (1) entry per person per day. If more than one entry is received from an entrant on a given day, only the first entry will be included and later entries will be disqualified. Each potential Winner may be required to provide valid and legal proof of identification. All entries must be fully and accurately completed. Use of any automated system to participate in the Giveaway or subvert the entry process is prohibited and will result in disqualification and all associated entries will be void. Giveaway Entities will not be responsible for incomplete, inaccurate, late, or stolen entries or for failure to receive entries due to

transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with sender or Sponsor or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Giveaway, including, without limitation, errors or difficulties which may occur in connection with the administration of the Giveaway, the processing of entries, the announcement of the prize or in any Giveaway-related materials. In the event of a dispute over the owner of an entry, entries will be deemed to have been submitted by the owner of the ISP account from which they were sent. For these purposes, an ISP account holder shall mean the natural person(s) assigned to such ISP account by the Internet access provider, online service provider or other organization responsible for assigning ISP addresses for the domain associated with such ISP account. Any questions regarding the number of entries submitted or the owner of an ISP account shall be determined by Sponsor in its sole discretion, and Sponsor reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the Giveaway.

**6. Selection of Winners:** One (1) Monthly Prize Winner (each “a Winner”) will be selected for each of the six (6) Monthly Entry Periods. The Winners will be chosen in a series of random drawings to take place within five business days after the close of each Monthly Entry Period, from all eligible entries received during said Monthly Entry Period. Within five (5) days of the end of the Giveaway Period, Sponsor will randomly select one (1) entry from all eligible entries received during the Giveaway Period to win the grand prize (the “Grand Prize Winner” and a “Winner.”) Limit one Monthly Prize per person during the Giveaway Period. Monthly Prize Winners are eligible to win the Grand Prize. All decisions concerning the award and elements of each prize are solely within the discretion of Sponsor. All non-winning entries from previous Monthly Entry Periods will be rolled over into subsequent Monthly Entry Periods. Odds of winning depend upon the number of eligible entries received.

### **7. Prize Details:**

Grand Prize: The Grand Prize Winner will receive a Grammy Museum VIP Package and a trip to Los Angeles for two (2) (the “Grand Prize”). The Grand Prize includes round-trip coach class airfare for two (2) from an airport within the 48 contiguous United States reasonably close to the Grand Prize Winner’s city of residence to Los Angeles. All travel arrangements will be made by Winspire Sports and Entertainment as a designee of Sponsor, whose decisions regarding the itinerary are final. Selection of airline and airport shall be at the discretion of Sponsor or its designee. Airfare is subject to availability. **Airfare must be booked by January 1, 2017.**

Airfare may not be booked for use on Thanksgiving, Christmas, or New Year's weeks. Business and First class upgrades are available at the time of booking for an additional fee. Use of frequent flyer miles for upgrades is dependent on specific ticket restrictions as determined by the airline's frequent flyer program. Grand Prize Winner and his or her travel companion must have valid travel documents (e.g., government issued identification) prior to departure, and failure to do so may result in forfeiture of all or some aspects of the Grand Prize. The Grand Prize Winner is solely responsible for satisfying all legally required conditions of travel. Sponsor is not liable for any expenses incurred as a consequence of flight cancellation or delay or any weather or airline issues that prevent the Grand Prize Winner from traveling, in which event any missed portion of the Grand Prize trip is forfeited in its entirety and no substitution will be provided. The Grand Prize also includes a three (3) night stay in one (1) standard Fairmont room at the

Fairmont Miramar Hotel, Santa Monica, daily breakfast for two (2) at the Fairmont Miramar Hotel during the Grand Prize Winner's stay (up to a maximum of \$25 per person, per day), two (2) entry tickets to the Grammy Museum in Los Angeles, CA, a private custom behind-the-scenes tour for two (2) to the Grammy Museum and one (1) \$150 American Express gift card towards dining at L.A. Live in Los Angeles. All hotel and airfare taxes are included. The Grand Prize Winner will also have access to Winspire's booking and concierge service for add on travel and trip arrangements at his or her own expense. All other expenses not specified above including, but not limited to, baggage fees, ground transportation, meals, beverages, gratuities, incidentals, and taxes are the sole responsibility of Grand Prize Winner. **The Grand Prize must be booked a minimum of sixty (60) days in advance.** Certificates and gift cards cannot be replaced if lost, stolen or destroyed. The estimated retail value of the Grand Prize is \$5,500.00.

Monthly Prizes: Each of the six (6) Monthly Prize Winners will receive a case of LITTLE DEBBIE Fudge Rounds (the "Monthly Prize"). The estimated retail value of each Month Prize is \$28.64.

Total ARV of all prizes is \$5,671.84. Taxes on prizes are the responsibility of the Winner. An IRS 1099 will be issued to the Grand Prize Winner. Prizes are non-transferable, non-exchangeable, have no cash value, and cannot be substituted or replaced if destroyed, lost, mutilated, or stolen. All prize details are at Sponsor's sole discretion. Sponsor reserves the right to substitute alternative prizes of greater or equal value if for any reason the prize becomes unavailable. Any difference between the stated ARV and the actual ARV will not be awarded.

**8. Awarding of Prize:** If your entry has been drawn as the Grand Prize Winner, you will be contacted within two (2) weeks after the drawing by telephone, email or mail, per the information indicated in your online entry form, to confirm your entry and eligibility. If your entry has been drawn as a Monthly Prize Winner, you will be notified within seven (7) days of the applicable drawing.

To be confirmed a Winner of any prize, you may be required to complete and return an affidavit of eligibility and release form (except where prohibited) before being awarded your prize. In addition, the Grand Prize Winner's travel companion, or parent/legal guardian if the travel companion is a minor, may also be required to complete a Liability and Publicity Release in order to participate in the Grand Prize. If a Winner does not meet all eligibility requirements, has not complied with these Official Rules, cannot be contacted, does not respond within seven (7) days from the date Sponsor first tries to notify him/her, and/or the prize notification is returned as undeliverable, such Winner forfeits all rights to claim or receive the prize and an alternate Winner will be selected using the methods describe above. By accepting any prize, the Winner acknowledges compliance with these Official Rules. If any prize is not won and claimed by an eligible Winner in accordance with these Official Rules, it will not be awarded and will remain the property of Sponsor. All and Monthly Prizes will be mailed through the U.S. Postal Service or other ground delivery method to the street address indicated on the Winner's entry form within fourteen (14) days of the Winner's confirmation, provided that the Winner's confirmation of notification is received in a timely manner. **PRIZES ARE AWARDED AS IS AND WITHOUT CONDITION, WARRANTY, GUARANTEE OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY**

## IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

If potential Winner is at least 18 but still considered a minor in his/her jurisdiction of residence, a prize may be awarded in the name of his/her parent or legal guardian, who will be responsible for fulfilling all requirements imposed on winner set forth herein.

**9. Privacy:** All entrants shall be subject to and protected by the Privacy Policy on the Little Debbie website, available online at [www.littledebbie.com/www/docs/12](http://www.littledebbie.com/www/docs/12) (the "Privacy Policy"). By entering the Giveaway, you acknowledge that you have read and understand the Privacy Policy and you agree to its terms.

**10. Publicity:** Acceptance of any prize constitutes permission for the Giveaway Entities to use the winner's name, likeness, photo, voice and comments for advertising and promotional purposes worldwide in any media without limitation and without additional compensation unless prohibited by law. The Grand Prize Winner will be required to submit a photograph of him or herself to be used for publicity purposes.

**11. Disqualification:** The following are prohibited and will result in automatic disqualification from the Giveaway: (1) using any method that artificially increases odds of winning, including without limitation internet bots, web robots, www robots or any other type of bots; (2) non-compliance with these Official Rules; and (3) any other act that the Giveaway Entities determine, in their sole discretion, jeopardizes the integrity of the Giveaway.

**12. Release of Liability:** By entering the Giveaway, each entrant (a) agrees to be bound by these Official Rules and the decisions of Sponsor or its designees, which shall be final and (b) agrees to release and to hold the Giveaway Entities, and their respective parents, shareholders, directors, officers, employees, representatives, agents, affiliates, subsidiaries, and legal advisors, harmless against any and all claims, losses, rights, liabilities and damages, and actions of any kind arising out of their participation in the Giveaway and/or the acceptance and use of any prize (including without limitation any travel or activity related thereto). The foregoing release includes, but is not limited to, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy. Under no circumstances shall any of the Giveaway Entities have any liability or responsibility for: (1) incorrect or inaccurate entry information, or faulty, failed, garbled or jumbled electronic data transmissions; (2) any unauthorized access to or theft, destruction or alteration of entries at any point; (3) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the Giveaway; (4) inaccessibility or unavailability of the Internet or a Giveaway site or any combination thereof; (5) any injury or damage to a participant's or to any other person's computer, tablet, mobile device or other electronic device that may be related to or result from any attempt to participate in the Giveaway or download any materials in the Giveaway; or (6) any typographical error or other error in these Official Rules or in any other communication relating to the Giveaway. All entries become the property of Giveaway Entities.

**13. Arbitration/Choice of Law:** Except where prohibited by law, participants agree that any and all disputes, claims and causes of action arising out of or connected with this Giveaway shall

be resolved exclusively by arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association then effective, and any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred by entrant with regard to this Giveaway, excluding in all events attorneys' or other related fees and punitive, exemplary, incidental, consequential or other damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants and Sponsor in connection with the Giveaway shall be governed by and construed in accordance with the laws of the State of Virginia, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Virginia or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision so long as the general intent of these Official Rules remains in effect. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained therein.

**14. General Terms and Conditions:** Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to this Giveaway. This Giveaway is void where prohibited by law. The Giveaway is subject to all applicable federal, state, and local laws and regulations. Winning a prize is contingent upon fulfilling all requirements as set forth herein. Sponsor is not liable for any injury or damage to an entrant's or any other person's computer or its contents related to or resulting from participation or downloading any materials in this Giveaway, or other technical difficulties or failures or other errors of any kind. Sponsor reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Giveaway as solely determined by Sponsor. In the event the Giveaway is compromised by a virus, nonauthorized human intervention, tampering or other causes beyond the reasonable control of Sponsor which corrupt or impair the administration, security, fairness or proper operation of the Giveaway, Sponsor reserves the right in its sole discretion to suspend, modify or terminate the Giveaway. Should the Giveaway be terminated prior to the end of the Giveaway Period, Sponsor reserves the right to award prizes based on the nonsuspect, eligible entries received before the termination date. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS GIVEAWAY MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, 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.

**15. Disclaimer:** Sponsor disclaims any sponsorship or endorsement by and any affiliation with the provider(s) of the prizes.

**16. Winners' Names and Official Rules:** To obtain the identity of the Winners and/or a copy of these Official Rules by mail, mail a self-addressed stamped envelope to Official Rules or Winners' List, The Little Debbie Fudge Rounds 40<sup>th</sup> Anniversary Giveaway, 10260 McKee Road, Collegedale, TN 37315. Mail must be received by 12:00 PM ET on January 29, 2016.