



Little Debbie® Back to School Giveaway Official Rules
("Official Rules")

The Little Debbie® Back to School 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 IS 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) photo or video submission per submitting email address and participating school ("School") during the Giveaway Period (as defined below).
- 2. Giveaway Dates:** The Giveaway begins on Monday, August 20, 2018 at 12:00 PM Eastern Time ("ET") (the "Giveaway Start Date") and ends on Monday, September 3, 2018, at 11:59 AM ET (the "Giveaway End Date"). Sponsor's designated computer is the official time clock for the Giveaway. The period from the Giveaway Start Date through the Giveaway End Date is referred to as the "Giveaway Period."
- 3. Who Can Enter:** The Giveaway is open to eligible public Schools located in the United States. Any School where any immediate family members (defined as parents, parents-in-law, children, siblings and spouse (including common law) of, or other person domiciled with, any employee of Sponsor, are employed or attend, is not eligible to enter the Giveaway or to win the Giveaway prizes.
- 4. How to Enter:** During the Giveaway Period, a School may enter this Giveaway by submitting either a (i) photo or (ii) video up to thirty (30) seconds via the online portal at <http://www.LittleDebbie.com/BacktoSchoolContest> (each, a "Submission"). Photos must be JPEG format and at least 1600 pixels on the longest edge. Videos must be less than 75 MB in size and in MP4 or MOV format. 4K Video and some higher resolution HD video will not comply. Please consult your recording device manual. Each Submission will be judged based on the following four (4) judging criteria: (1) School spirit (15%); Creativity (35%); School need and urgency of the need (35%) and understanding of the Little Debbie voice (15%) (together, the "Judging Criteria").

Entrants must have permission from all individuals who appear in the Submission to use their name and likeness in the entry and in connection with the promotion of the Giveaway as set forth herein. If requested, entrants must be able to provide such permissions in a form acceptable to Sponsor as a condition of winning any Prize.

By making a Submission, you authorize Sponsor to post your Submission on Sponsor's social media accounts and in its email communications. However, Sponsor has no obligation to post your Submission. All Submissions will be reviewed by Sponsor prior to being entered into the Giveaway for eligibility (*see Prohibited Content below*) and any Submissions that contain prohibited content will not be entered to win. If your Submission is selected as a winner, Sponsor may require you to confirm your authorization.

Prohibited Content:

Submissions must be the original work of the participants and not violate the rights of any other party, including, but not limited to, intellectual property rights or rights of privacy or publicity.

Entry submissions may not contain, as determined by the Sponsor, in its sole discretion, any material that:

- a) contains music that is not original to the School;
- b) is sexually explicit or suggestive, profane or pornographic and/or that contains nudity;
- c) is violent or derogatory of any ethnic, racial, gender, religious, professional or age group;
- d) promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing);
- e) promotes any activities that may appear unsafe or dangerous;
- f) promotes any particular political agenda or message;
- g) is obscene or offensive;
- h) endorses any form of hate or hate group;
- i) appears to duplicate any other video submission;

j) defames, misrepresents or contains disparaging remarks about other people's products or companies;

k) contains any confidential or personal identification, such as personal names or e-mail addresses;

l) communicates messages or images inconsistent with the positive images and/or goodwill with which Sponsor wishes to associate itself;

m) infringes the rights of any third party;

n) violates any law; and/or

o) is otherwise determined by Sponsor in its sole discretion to be inappropriate for eligibility in the Giveaway.

5. Limitations on Entry: There is a limit of one (1) entry per submitting email address and participating School during the Giveaway Period. If more than one (1) entry is received from an entrant during such period, only the first entry will be included and later entries will be disqualified. Each School is ineligible to win more than one (1) Prize. Each potential Winner may be required to provide valid and legal proof of eligibility and authorization. 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, incorrect file formats, 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 ownership 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: By September 30, 2018, Sponsor will select the top three (3) winning entries from all eligible entries received during the Giveaway Period to win the

Prizes (each, a “Prize Winner”), applying the Judging Criteria. In the event of a tie between any two (2) Schools for the First Prize (a defined below), the First Prize will be split equally between the two (2) Schools.

All decisions concerning the Prizes are solely within the discretion of Sponsor. Odds of winning depend upon the number of eligible entries received.

7. Prize Details:

First Place Winner: The First Place Winner will win a First Prize of lump sum payment of \$4,000, payable to the participating School.

Second Place Winners: Twenty (20) Second Place Winners will win a Second Prize of Little Debbie® prize pack (ARV \$47.27).

Taxes, if any, on Prizes are the responsibility of the Winners. Prizes are non-transferable, non-exchangeable, and cannot be substituted or replaced if destroyed, lost, mutilated, or stolen and, in the case of the Second Prizes, have no cash value. Sponsor makes no warranties or disclaimers concerning the Prizes. Sponsor reserves the right to substitute alternative prizes of greater or equal value if for any reason any Prize becomes unavailable. The total approximate retail value (ARV) of the Prizes is \$4,945.40. Any difference between the stated ARV and the actual ARV will not be awarded.

8. Awarding of Prizes: If your School’s Submission has been selected as a First Place Winner or a Second Place Winner, the designated representative of your School will be contacted within two (2) weeks after September 30, 2018 to confirm your School’s entry and eligibility and to arrange for delivery of the Prize.

To be confirmed as a Prize Winner, you may be required to complete and return an affidavit of eligibility and release form (except where prohibited) before being awarded your Prize and/or to supply additional information to confirm the eligibility of your School. 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, such Winner forfeits all rights to claim or receive the prize and an alternate Winner will be selected using the methods described 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. 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).

- 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 (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 a Prize constitutes permission for the Giveaway Entities to use the School's and/or representative(s) of the School'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. You also consent to the use of your Submission for purposes of the promotion of the Giveaway and/or the Giveaway Entities on Sponsor's website and social media accounts. Entrants must have permission from all individuals who appear in the Submission (or, in the event a minor appears, from their parent or guardian) to use their name and likeness in the entry and to grant the rights set forth herein.
- 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 and/or the Submission.
- 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. 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 in Richmond, Virginia 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, unauthorized 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 a winners' list and/or a copy of these Official Rules by mail, mail a self-addressed stamped envelope to Official Rules or Winners' List, Little Debbie Back to School Giveaway, 10260 McKee Road, Collegedale, TN 37315. Mail must be received by 12:00 PM ET on October 31, 2018.