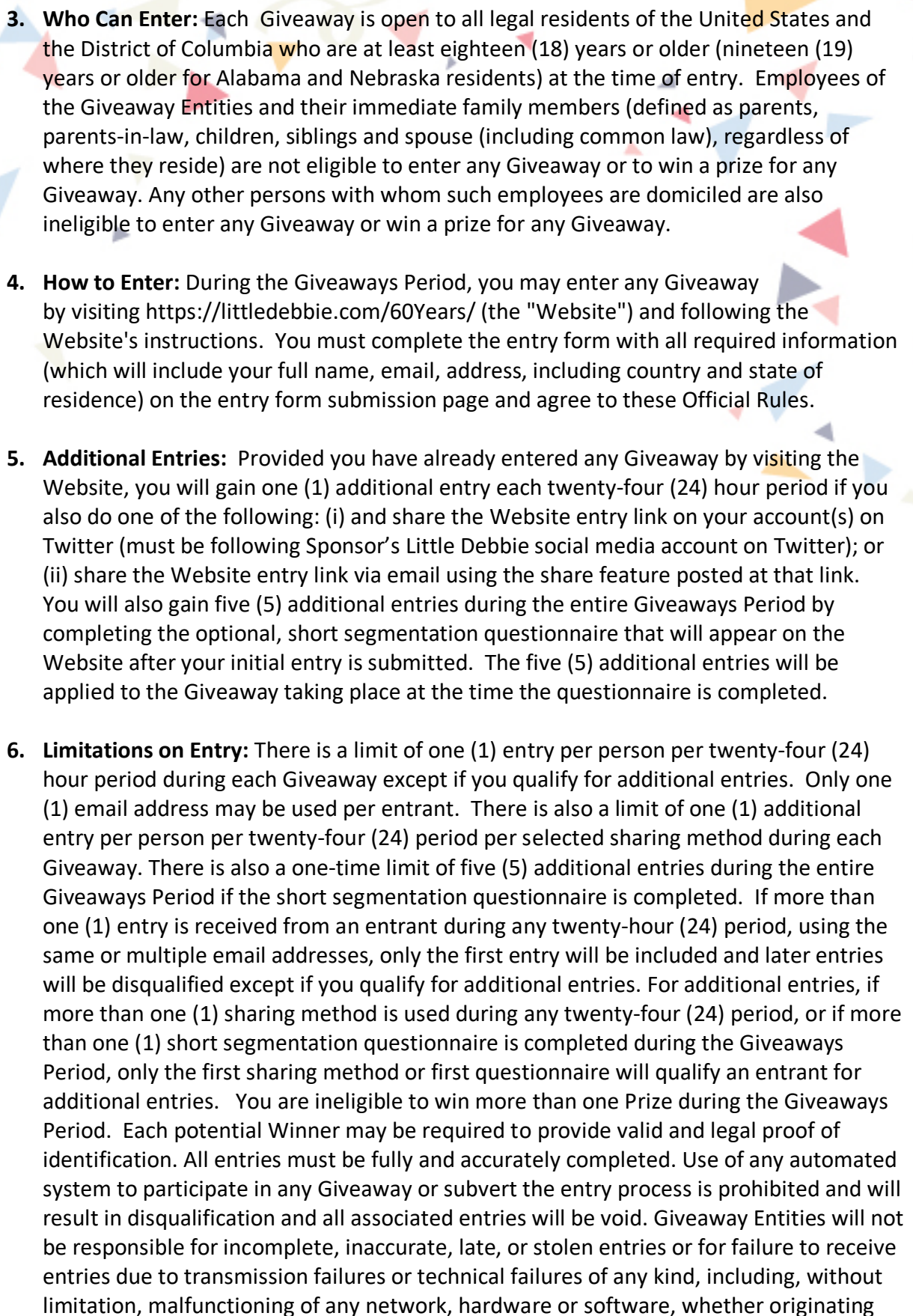




The Little Debbie® America's Sweetheart for 60 Years Giveaways
("Official Rules")

The Little Debbie® America's Sweetheart for 60 Years Giveaways (the "Giveaways") are 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 Giveaways (such as advertising, promotion, fulfillment or judging agencies), together hereinafter will be referred to as the "Giveaway Entities." Participation in any 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 Giveaways.

- 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) entry per person per twenty-four (24) hour period during any Giveaway (as defined below). Only one (1) email address may be used per entrant.
- 2. Dates of Giveaways:** The Giveaways begin on Wednesday, January 1, 2020 at 12:00 PM Eastern Time ("ET") (the "Giveaways Start Date") and end on Thursday, December 31, 2020 at 11:59 AM ET (the "Giveaways End Date"). Sponsor's designated computer is the official time clock for the Giveaways. The period from the Giveaways Start Date through the Giveaways End Date is referred to as the "Giveaways Period." There will be a total of six (6) bi-monthly giveaways during the Giveaways Period, as follows: (i) Wednesday, January 1, 2020 at 12:00 PM Eastern Time ("ET") – Saturday, February 29, 2020 at 11:59 PM ET; (ii) Sunday, March 1, 2020 at 12:00 AM ET – Thursday, April 30, 2020 at 11:59 PM ET; (iii) Friday, May 1, 2020 at 12:00 AM ET – Tuesday, June 30, 2020 at 11:59 PM ET; (iv) Wednesday, July 1, 2020 at 12:00 AM ET – Monday, August 31, 2020 at 11:59 PM ET; (v) Tuesday, September 1, 2020 at 12:00 AM ET – Saturday, October 31, 2020 at 11:59 PM ET; and (vi) Sunday, November 1, 2020 at 12:00 AM ET – Tuesday, December 31, 2020 at 11:59 AM ET (each, a "Giveaway").

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- 3. Who Can Enter:** Each Giveaway is open to all legal residents of the United States and the District of Columbia who are at least eighteen (18) years or older (nineteen (19) years or older for Alabama and Nebraska residents) at the time of entry. Employees of the Giveaway Entities and their immediate family members (defined as parents, parents-in-law, children, siblings and spouse (including common law), regardless of where they reside) are not eligible to enter any Giveaway or to win a prize for any Giveaway. Any other persons with whom such employees are domiciled are also ineligible to enter any Giveaway or win a prize for any Giveaway.
- 4. How to Enter:** During the Giveaways Period, you may enter any Giveaway by visiting <https://littledebbie.com/60Years/> (the "Website") and following the Website's instructions. You must complete the entry form with all required information (which will include your full name, email, address, including country and state of residence) on the entry form submission page and agree to these Official Rules.
- 5. Additional Entries:** Provided you have already entered any Giveaway by visiting the Website, you will gain one (1) additional entry each twenty-four (24) hour period if you also do one of the following: (i) and share the Website entry link on your account(s) on Twitter (must be following Sponsor's Little Debbie social media account on Twitter); or (ii) share the Website entry link via email using the share feature posted at that link. You will also gain five (5) additional entries during the entire Giveaways Period by completing the optional, short segmentation questionnaire that will appear on the Website after your initial entry is submitted. The five (5) additional entries will be applied to the Giveaway taking place at the time the questionnaire is completed.
- 6. Limitations on Entry:** There is a limit of one (1) entry per person per twenty-four (24) hour period during each Giveaway except if you qualify for additional entries. Only one (1) email address may be used per entrant. There is also a limit of one (1) additional entry per person per twenty-four (24) period per selected sharing method during each Giveaway. There is also a one-time limit of five (5) additional entries during the entire Giveaways Period if the short segmentation questionnaire is completed. If more than one (1) entry is received from an entrant during any twenty-hour (24) period, using the same or multiple email addresses, only the first entry will be included and later entries will be disqualified except if you qualify for additional entries. For additional entries, if more than one (1) sharing method is used during any twenty-four (24) period, or if more than one (1) short segmentation questionnaire is completed during the Giveaways Period, only the first sharing method or first questionnaire will qualify an entrant for additional entries. You are ineligible to win more than one Prize during the Giveaways Period. 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 any 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 Giveaways, including, without limitation, errors or difficulties which may occur in connection with the administration of the Giveaways, 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 Giveaways.

- 7. Selection of Winners:** Within five (5) business days after the end of each Giveaway, Sponsor will randomly select ten (10) Prize Winners to win the Prize from all eligible entries received during that Giveaway (each, a "Prize Winner"). Non-winning entries from prior Giveaway(s) will be rolled over to the next Giveaway(s).

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

Prize Details: For each Giveaway, Prize Winners will each win (i) one (1) Little Debbie-branded Prize Pack, which includes a Little Debbie-branded wooden spoon, socks, tote bag and other items (ARV \$50) and (ii) one (1) case of Little Debbie® snack food products (ARV \$31.84 – \$35.04) consisting of one of the following: Birthday Cakes (ARV \$35.04) – Giveaway dates – 01/01/20 through 02/29/20; Fudge Rounds (ARV \$31.84) – Giveaway dates – 03/01/20 through 04/30/20; Banana Twins (ARV \$31.84) - Giveaway dates – 05/01/20 through 06/30/20; Oatmeal Creme Pies (ARV \$31.84) – Giveaway dates – 07/01/20 – 08/31/20; Swiss Rolls (ARV \$31.84) - Giveaway dates – 09/01/20 through 10/31/20; and Vanilla Christmas Tree Cakes (ARV \$35.04) - Giveaway dates – 11/01/20 through 12/31/20 (collectively, a "Prize").

Taxes, if any, on the Prize are the responsibility of the Prize Winners. An IRS 1099 will be issued where required. Prizes are non-transferable, non-exchangeable, have no cash value (unless required by law), and cannot be substituted or replaced if destroyed, lost, mutilated, or stolen. Sponsor makes no warranties or disclaimers concerning the Prize. Sponsor reserves the right to substitute alternative prizes of greater or equal value if for any reason any Prize becomes unavailable. Any difference between the stated ARV and the actual ARV will not be awarded.

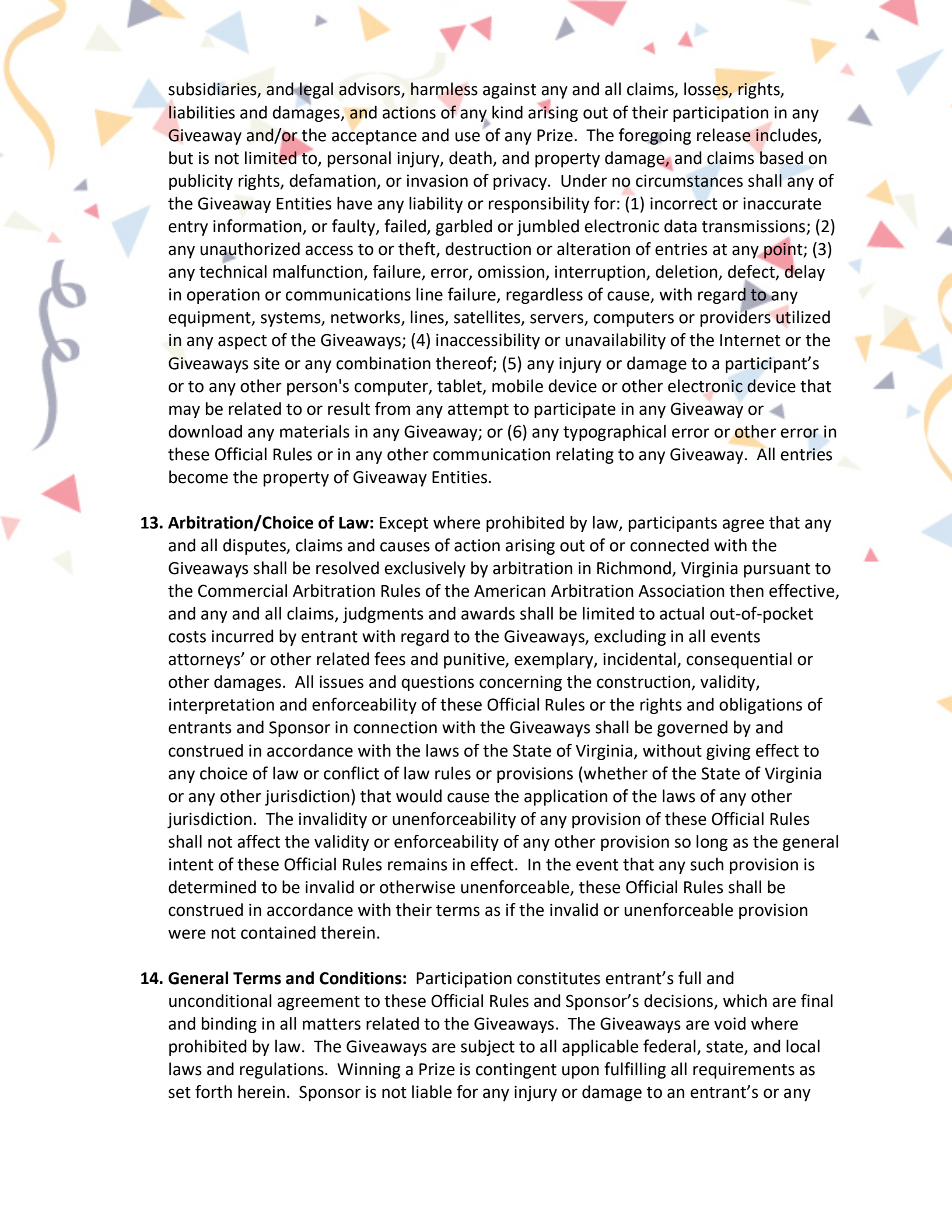
- 8. Awarding of Prizes:**

If your entry has been drawn as a Prize, you will be contacted within two (2) weeks after the random drawing by mail or electronic mail, using the contact information provided on your online entry form, to confirm your entry and eligibility. To be confirmed as a winner of the Prize, you will be required to complete and return an Affidavit of Eligibility and Release form before being awarded your Prize. If a Prize 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, does not return the Affidavit of Eligibility and Release form and/or if a Prize notification is returned as undeliverable, such Prize Winner forfeits all rights to claim or receive the Prize, in whole or in part, and an alternate Prize Winner will be selected, time permitting, and/or Sponsor may, at its option and sole discretion, choose not to award the Prize. By accepting the Prize, the Prize Winner acknowledges compliance with these Official Rules.

If the Prize is returned as undeliverable, you forfeit your right to claim or receive the Prize and an alternate Prize Winner will be selected using the methods described above and/or Sponsor may, at its option and sole discretion, choose not to award the Prize at all.

By accepting a Prize, the Prize Winner acknowledges compliance with these Official Rules. 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).

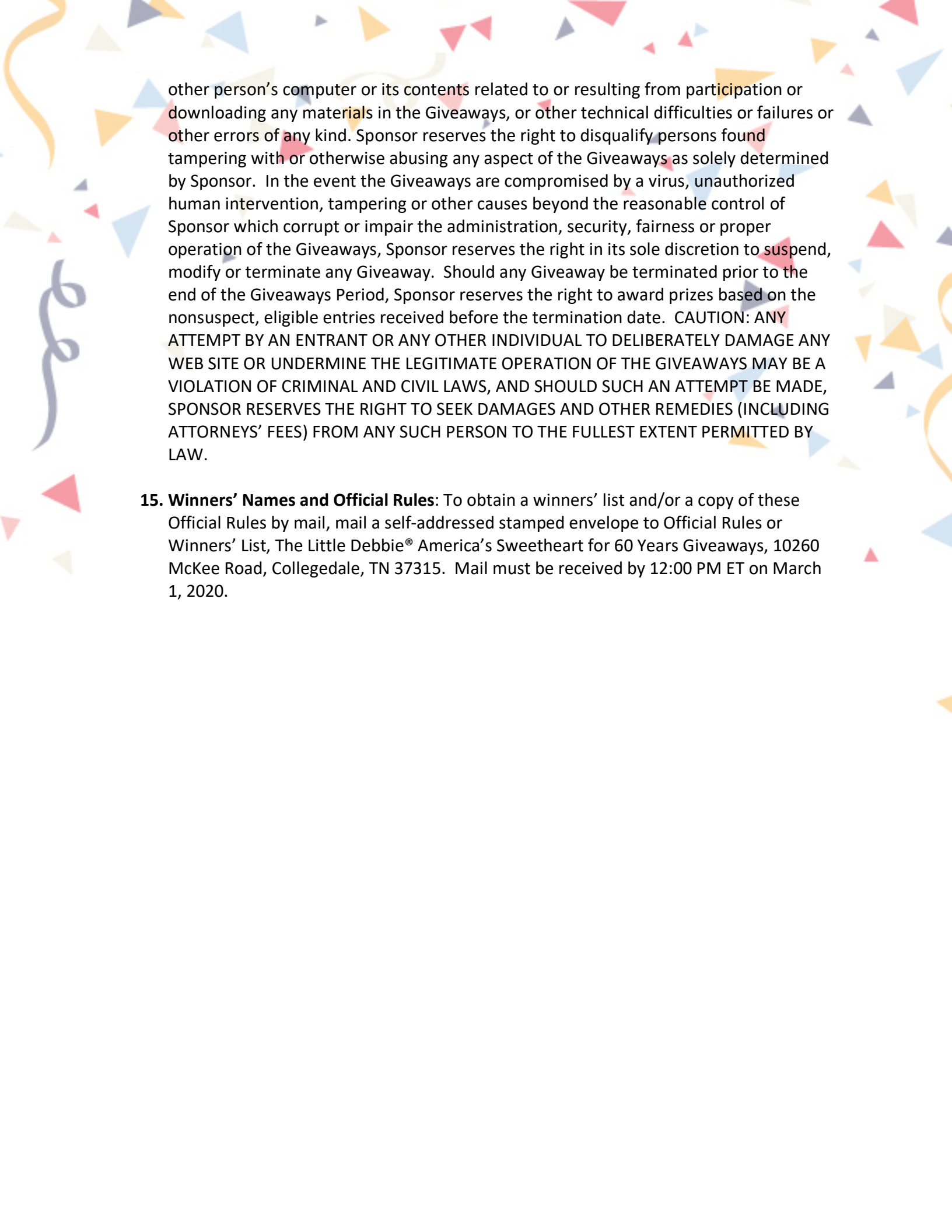
- 9. Privacy:** All entrants shall be subject to and protected by the Privacy Policy on the Little Debbie website, available online at <https://www.littledebbie.com/12/privacy> (the "Privacy Policy"). By entering any Giveaway, you acknowledge that you have read and understand the Privacy Policy and you agree to its terms.
- 10. Publicity:** Acceptance of a Prize constitutes permission for the Giveaway Entities to use each Prize 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.
- 11. Disqualification:** The following are prohibited and will result in automatic disqualification from the Giveaways: (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 Giveaways.
- 12. Release of Liability:** By entering any 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 any 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 Giveaways; (4) inaccessibility or unavailability of the Internet or the Giveaways 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 any Giveaway or download any materials in any Giveaway; or (6) any typographical error or other error in these Official Rules or in any other communication relating to any 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 the Giveaways 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 the Giveaways, 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 Giveaways 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 the Giveaways. The Giveaways are void where prohibited by law. The Giveaways are 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 the Giveaways, 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 the Giveaways as solely determined by Sponsor. In the event the Giveaways are 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 Giveaways, Sponsor reserves the right in its sole discretion to suspend, modify or terminate any Giveaway. Should any Giveaway be terminated prior to the end of the Giveaways 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 THE GIVEAWAYS 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. 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, The Little Debbie® America's Sweetheart for 60 Years Giveaways, 10260 McKee Road, Collegedale, TN 37315. Mail must be received by 12:00 PM ET on March 1, 2020.