

Flowers Bakeries, LLC
“Snack Cake Showdown” Sweepstakes
OFFICIAL RULES

NO PURCHASE OR PAYMENT OF MONEY IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT OF MONEY WILL NOT IMPROVE THE CHANCES OF WINNING.

The Flowers Bakeries “Snack Cake Showdown” Sweepstakes (the “Sweepstakes”) is intended for legal United States residents only and shall only be construed and evaluated according to U.S. law. Do not enter this Sweepstakes if you are not located in the U.S. at the time of entry.

SPONSOR/ADMINISTRATOR: The Sweepstakes is sponsored by Flowers Bakeries, LLC, as agent for and on behalf of its subsidiaries and affiliates, 1925 Flowers Circle, Thomasville, GA 31757 (the “Sponsor”) and administered by American Sweepstakes & Promotion Co., Inc., 300 State St. Suite 402 Rochester, NY 14614 (the “Administrator”).

ELIGIBILITY: The Sweepstakes is open and offered only to legal U.S. citizens, and who have reached the age of majority in his/her state of residence at the time of entry (the “Entrants”). Employees, officers and representatives of Sponsor, The Hershey Company, Administrator, and any of their respective parent companies, affiliates, franchisees, licensees, distributors, suppliers, subsidiaries, retailers, advertising/promotion agencies and members of the immediate family (mother, father, brothers, sisters, sons, daughters and spouse, regardless of where they reside) and household members of each such employee, whether or not related, are not eligible to participate. Winning a Prize is contingent upon fulfilling all requirements set forth herein. **Void**

outside of United States, and where prohibited or restricted by law.

AGREEMENT TO OFFICIAL RULES: By participating, Entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Sweepstakes. Winning a Prize (as described below) is contingent upon fulfilling all requirements set forth herein.

HOW TO ENTER: The Sweepstakes begins at 12:00:01 a.m. Eastern Time (“ET”) on April 7, 2014 and ends at 11:59:59 p.m. ET on April 21, 2014 (“Sweepstakes Period”). Facebook, Inc.’s computer is the official time-keeping device for the Sweepstakes. To be valid, each entry must provide all requested information. Eligible Entrants can enter the Sweepstakes through the Facebook application described below. If a prospective Entrant is not already a member of Facebook, he/she may visit **www.facebook.com** and follow the links and instructions to become a Facebook member.

Once the eligible Entrant has become an active Facebook member, they have the opportunity to enter the Sweepstakes by visiting **https://www.facebook.com/mrsfreshleys_____** (the “Website”), clicking the “like” button, initiating the “Happy New You” Sweepstakes app, and following the entry instructions to complete the Sweepstakes registration. The registration form will require an Entrant to enter the following information: first name, last name, phone number, e-mail address, and date of birth. Each completed Sweepstakes registration form will result in one (1) Sweepstakes entry. **Limit one (1) entry per person per valid Facebook account, throughout the Sweepstakes Period. All entries must be received by 11:59:59 p.m. PST on April 21, 2014. Anyone found to be using multiple Facebook accounts will be disqualified.**

Proof of entry information at the Website is not considered proof of delivery to or receipt by Sponsor of an entry. Entries made by any other individual or any entity, and/or originating at any other website or e-mail address, including, but not limited to, commercial Sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. The use of automated entry devices is prohibited and no mechanically reproduced entries are allowed; all such entries are void. Released Parties (as defined below) are not responsible for: late, incomplete, delayed, undelivered, or misdirected entries. All entries become the exclusive property of Sponsor and will not be acknowledged or returned. By participating, you consent for Sponsor to obtain, use, and transfer your name, address and other information for the sole purpose of administering this Sweepstakes.

GENERAL CONDITIONS: If for any reason the operation or administration of this Sweepstakes is impaired or incapable of running as planned for any reason, including but not limited to (i) infection by computer virus, bugs; (ii) tampering, unauthorized intervention; (iii) fraud; (iv) technical failures or (v) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the applicable Prizes using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or

Sponsor's Website; or acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON (S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of a winner based on an e-mail address, the winning entry will be declared by the authorized account holder of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Sweepstakes, Entrants agree to release and hold harmless the Sponsor, Facebook, Inc., The Hershey Company, the Administrator, their respective parents, employees, officers, directors, subsidiaries, affiliates, distributors, sales representatives, advertising and promotional agencies (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any Prize, including, but not limited to: (i) any technical errors that may prevent an Entrant from submitting an entry; (ii) unauthorized human intervention in the Sweepstakes; (iii) printing errors; (iv)

errors in the administration of the Sweepstakes or the processing of entries; or (v) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt of any Prize. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney

fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

DRAWING AND NOTIFICATION: All potential Prize Winners will be selected in a random drawing from among all eligible entries received throughout the Sweepstakes Period. The prize drawing will be conducted by the Administrator, whose decisions are final and binding. The Prize drawing will be conducted on or about April 30, 2014. The potential Prize Winners will be contacted by the Administrator via phone, email and/or by USPS mail. Odds of winning a Prize will depend on the total number of eligible entries received throughout the Sweepstakes Period.

PRIZES & PRIZE CONDITIONS: There will be **one (1) Grand Prize and fifty (50) First Prizes** will be awarded.

Grand Prize Winner, upon the Administrator's confirmation of eligibility, will receive a trip for up to four (4) people to Hershey, PA (the "Location"). The Grand Prize package covers a maximum of \$3,500 in expenses.

- Round-trip coach class air transportation for **up to** four (4) people from a major gateway airport nearest winner's residence in the continental U.S. (as determined by the Sponsor) to the Location.
- Three (3) nights' hotel accommodations (one room for occupancy of four)
- Two day park tickets and a \$200 per day.

The Approximate Retail Value ("ARV") of the Grand Prize package is **not to exceed** \$3,500.00 which will vary depending upon points of departure and destination, number of travelers, and seasonal fluctuation of hotel rates and airfares. If actual value of prize is lower than the stated ARV when prize is procured and fulfilled, then the difference will not be awarded. All other expenses not specifically mentioned herein, including but not limited to, airport taxes and fees, baggage fees, ground transportation not specifically delineated, food, beverages, additional hotel amenities or fees and gratuities, are the responsibility of Winner and traveling companion(s). Sponsor is not responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by the air transportation carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations necessitated by same. Sponsor shall not be liable for any loss or damage to baggage and/or personal property.

Hershey Entertainment & Resorts Company (HE&R), owner and operator of the *Hersheypark* Amusement Park and *Hershey* Lodge, is neither a sponsor nor a prize provider of

this promotion. All images and trademarks are used with permission from HE&R. All rights reserved. **No guest under twenty-one (21) will be registered in a room at Hershey Lodge unless accompanied by a person who is twenty-one (21) or older. A parent or legal guardian must accompany all guests under the age of eighteen (18).** HE&R has no responsibility or liability with regard to the administration or execution of this Sweepstakes or any winner limitations that prevent use or acceptance of any portion of the prize. Travel, hotel and other accommodations subject to availability. Winner and traveling companion must travel on same itinerary. All travel associated with the Grand Prize package must be completed BY April 30, 2015. Certain blackout dates and restrictions may apply.

First Prize Winners will receive a Peanut Butter or Chocolate Lovers Party Pack, including new Mrs. Freshley's made with HERSHEY'S products, Mrs. Freshley's t-shirt and \$20 Visa gift card. ("ARV") of the First Prize package is \$30.00. Total prize pool \$5,000.

ADDITIONAL PRIZE CONDITIONS: By accepting the Grand Prize, the Grand Prize Winner agrees to release and hold harmless the Released Parties, each of their related companies, and each of their respective officers, directors, employees, shareholders, and agents from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the prize in question. The potential Grand Prize Winner will be notified by home-delivered mail, phone, or email, and must sign and return to the Administrator, within ten (10) days of the date of notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release in order to claim his/her prize. The Grand Prize Winner's travel companion(s) must also execute and return a Travel Companion Waiver. **Note: The Affidavit sent to a potential Grand Prize Winner will require that the Winner provide their Social Security Number to the Administrator,**

which will be used solely for tax reporting purposes. The Grand Prize Winner must note that the value of the accepted prize is taxable as income and an IRS Form 1099 will be filed in the name of the Winner for the value of the prize and the Winner is solely responsible for all matters relating to the prize after it is awarded. If a prize or prize notification is returned as unclaimed or undeliverable to the potential Winner, if a potential Winner cannot be reached via phone within three (3) business days from the first notification attempt, or if a potential Winner fails to return requisite document(s) within the specified time period, or if potential Winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate Winner may be selected.

MISCELLANEOUS: By accepting the Grand Prize, where permitted by law, the Grand Prize Winner grants to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time a Prize Winner's full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZES. By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON

PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize(s). The Prize Winners also acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize.

USE OF DATA: All information submitted by Entrants will be treated according to Sponsor's privacy policy, available at http://www.flowersfoods.com/FFC_PrivacyPolicy/PrivacyPolicy.cfm. By participating in the Sweepstakes and providing any contact information, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

DISPUTES: By entering the Sweepstakes, entrants agree that 1.) Any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; 2.) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes but in no event attorneys' fees; and 3.) **Under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants and Sponsor or the Released Parties in connection with the Sweepstakes, shall be governed by, and construed in

accordance with United States law. Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts of Georgia, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Official Rules. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The value of the prizes set forth above represents Sponsor's good faith determinations of the ARV thereof and such determinations are final and binding and cannot be appealed.

WINNERS LIST REQUEST: To request confirmation of the name, city, and state of residence of the Prize Winners, please send a self-addressed, stamped business size envelope, by June 15, 2014, to: ASC/Flowers Flowers Bakeries "Snack Cake Showdown" Sweepstakes Winners List Request, 300 State St., Suite 402, Rochester, NY 14614.

This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Facebook, Inc. You understand that you are providing your information to the Sponsor, and not to Facebook, Inc.

Summary Report:	
Litera Change-Pro ML IC 6.5.0.313 Document Comparison done on 3/3/2014 5:05:29 PM	
Style Name: JD Color With Moves	
Original Filename: Official Rules 2-25-14.docx	
Original DMS:	
Modified Filename: Official Rules 3-3-14.docx	
Modified DMS:	
Changes:	
<u>Add</u>	2
Delete	3
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Total Changes:	5